

**REGULAR MEETING AGENDA
LANE COUNTY
BOARD OF COMMISSIONERS**

County Commissioners:
Ryan Ceniga, West Lane
David Loveall, Springfield
Laurie Trieger, South Eugene
Pat Farr, North Eugene
Heather Buch, East Lane

Public Service Building
Harris Hall / Hybrid
125 East 8th Avenue, Eugene, OR 97401
Phone (541) 682-4203
Website: www.lanecountyor.gov



Tuesday, November 18, 2025 09:00 AM

This meeting is hybrid, allowing both in person and virtual attendance. The live webcast of this meeting can be found at www.lanecountyor.gov/webcasts.

1. ADJUSTMENTS TO THE AGENDA

2. EMERGENCY BUSINESS

3. PUBLIC COMMENTS

(Speakers will be taken in the order in which they sign up and will be limited to 3-minutes per public comments. If the number wishing to testify exceeds 10 speakers, then additional speakers may be allowed if the chair determines that time permits or may be taken at a later time. When there is an additional opportunity for public comment in the afternoon, speakers will only be permitted to offer public comment on a specific topic once on the same day.)

If you wish to submit written comment, please send an email to publiccomment@lanecountyor.gov by no later than noon, the day before the scheduled meeting. **In the email subject line please include: PUBLIC COMMENT FOR MEETING DATE MM/DD/YYYY.** These emails will be compiled and will be included on the Board Agenda with a “view material” link. Please note, all emails submitted will be public record.

4. CONSENT CALENDAR

(All items listed here are considered to be routine by the Board of Commissioners and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.)

4.a COUNTY ADMINISTRATION

4.a.1 Approval of Minutes: 11/04/25

4.a.2 ORDER 25-11-18-01/ In the Matter of Authorizing a Sale of County Owned Tax Foreclosed Real Property Map and Tax Lot

1704221201300 for \$800 to Max Hansen and Renee Hansen, Trustees of the Hansen Joint Trust.

Kelly Hancock, Property Management Officer

- 4.a.3 ORDER 25-11-18-02/ In the Matter of Adopting a 2025 Update to the Limited English Proficiency Plan.

Kristen Lee, Sr. Program Services Coordinator

4.b COMMUNITY JUSTICE & REHABILITATION SERVICES

- 4.b.1 ORDER 25-11-18-03/ In the Matter of Approving the 25-27 Community Corrections Act Plan, Accepting 25-27 Grant-in-Aid Funding, and Delegating Authority to the County Administrator to Sign Any Associated Documents, Subcontracts, and Related Materials.

Greg Rikhoff, Community Justice & Rehabilitation Services Director and Assistant County Administrator; Denise Walters, Public Safety Coordinating Council Staff

4.c COUNTY COUNSEL

- 4.c.1 ORDER 25-11-18-04/ In the Matter of Resolving the Workers' Compensation Claims of Zack Doak

Lisa Lacey, County Risk Officer

4.d HEALTH & HUMAN SERVICES

- 4.d.1 ORDER 25-11-18-05/ In the Matter of Approving Contract Actions With Oregon Housing and Community Services, A Family For Every Child, Delta Oaks Group LLC, and McKesson Med Surge and Delegating Authority to the County Administrator, Their Designee, or Their Sub-Delegate to Sign the Approved Actions.

Eve Gray, Health & Human Services Director

4.e HUMAN RESOURCES

- 4.e.1 ORDER 25-11-18-06/ In the Matter of Reducing Overlapping Benefits Offered to Non-Represented Employees by Sunsetting Short Term Disability and Matching Benefit Offerings Provided to the Lane County Peace Officers' Association by Amending the Lane County Contract with The Standard Insurance Company Beginning January 1, 2026.

James Trujillo, Workforce Wellness Manager

4.f SHERIFF'S OFFICE

- 4.f.1 ORDER 25-11-18-07/ In the Matter of Accepting Routine Grant Awards From the Oregon Criminal Justice Commission and Delegating Authority to the County Administrator to Execute the Awards and Related Contracts.

Debby Haller, Finance & Administrative Manager

5. PUBLIC WORKS

- 5.a ORDER 25-11-18-08/ In the Matter of Setting a Public Hearing for the Surrender of a Portion of Gilham Road to the City of Eugene.

Jay Blommé, County Surveyor (estimate 20 minutes)

6. HUMAN RESOURCES

- 6.a ORDER 25-11-18-09/ In the Matter of Approving the Tentative Agreement Between Lane County and the Lane County Peace Officers' Association (LCPOA).

Andrea Nagles, Assistant County Counsel; Inga Wood, Labor Relations Manager (estimate 15 minutes)

- 6.b ORDER 25-11-18-10/ In the Matter of Approving the Marathon Health Contract Beginning January 1, 2026, Through December 31, 2028, to Provide Employee Health Clinic Services With Three Optional One Year Extensions and Delegating Authority to the County Administrator to Execute the Contract and Three One-Year Amendments.

James Trujillo, Workforce Wellness Manager (estimate 30 minutes)

7. COUNTY ADMINISTRATION

- 7.a REPORT/ Public Safety Funding Workgroup Monthly Report

Steve Mokrohisky, County Administrator; Carl Wilkerson, Sheriff; Christopher Parosa, District Attorney (estimate 20 minutes)

- 7.b Announcements

8. COMMISSIONERS' BUSINESS

- 8.a Announcements

- 8.b Commissioner Comments and Remonstrance

8.c Committee Reports

8.d Future Board Assignment Requests

9. REVIEW ASSIGNMENTS

10. OTHER BUSINESS

11. ADJOURNMENT

12. EXECUTIVE SESSION - 11:00 A.M. TIME CERTAIN - BCC Conference Room

ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

(estimate 30 minutes)

13. NOTES

Next scheduled Board of Commissioners meetings are Tuesday, December 2 and/or Wednesday, December 3, 2025.

The Board of Commissioners are often invited to attend events and gatherings in the community where a quorum of the commissioners may be present. On these occasions, there will be no deliberations towards any decisions or actions taken.

INFORMATION AND PROCEDURES REGARDING THE LANE COUNTY BOARD OF COMMISSIONERS REGULAR MEETINGS

This information can also be found on the [Lane County Board Agendas](#) webpage. To watch the live webcast of the meeting, go to the [Lane County Board Webcasts](#) page (no registration is required).

A complete copy of the meeting Agenda Packet is available for review in the Board of Commissioners Office located on the 2nd floor of the Lane County Public Service Building at 125 E. 8th Avenue in Eugene.

Lane County does not discriminate against individuals with disabilities. The meeting location is wheelchair accessible. Persons with disabilities needing special accommodation to participate in this meeting (deaf, people with hearing loss, language translation, chemical sensitivity needs, and large print copies of agenda) should contact the County Administration Office at least 48 hours prior to the meeting by calling (541) 682-4203 or by sending an email to publiccomment@lanecountyor.gov.

This Board of Commissioners meeting is hybrid, allowing both in-person and virtual attendance. Members of the public wishing to address the Board in-person can sign up the day of the meeting in Harris Hall (no prior scheduling is necessary). The doors to Harris Hall will be opened 15 minutes before the meeting begins and sign-up sheets will be available near the entrance. Those wishing to participate virtually can register for the Zoom meeting on the [Lane County Board Agendas](#) webpage. Virtual attendees will have their audio and video muted until asked to raise their “virtual” hand to be recognized to speak. Individuals will be given a specified amount of time for their comments. Online registration only allows for virtual participation and an in-person sign-up only allows for in-person participation.

Public Comment:

Members of the public wishing to address the Board of Commissioners may do so during the Public Comment session and can speak on any topic not scheduled for a public hearing at the same meeting. In-person sign-ups are accepted beginning 15 minutes before the meeting starts through the end of the Public Comment session. Virtual sign-ups are accepted through the end of the Public Comment session (individuals must be logged into the Zoom meeting before the end of Public Comment in order to be called on to speak).

Public Hearings:

Members of the public can provide comment during a public hearing on a specific agenda item which will be included as testimony for that public hearing. In-person sign-ups are accepted beginning 15 minutes before the start of the meeting and close at the start of the public hearing. Virtual sign-ups are accepted up to the start of the public hearing (individuals must be logged into the Zoom meeting by the start of the public hearing to be called on to speak).

**BOARD OF COMMISSIONERS
HYBRID MEETING
November 4, 2025
9:00 a.m.**

ROLL CALL				
Buch	Loveall	Trieger	Farr	Ceniga
Present	Present	Present	Present	Present

TUESDAY, NOVEMBER 4, 2025 – REGULAR MEETING

(9:00 a.m.)

(HYBRID / HARRIS HALL)

1. **ADJUSTMENTS TO THE AGENDA**
2. **EMERGENCY BUSINESS**
3. **BOARD STATEMENT REGARDING BURGLARIES TARGETING ASIAN AMERICANS** [\(view material\)](#)
4. **#PUBLIC COMMENTS** [\(view material\)](#)
5. **CONSENT CALENDAR**

(All items listed here are considered to be routine by the Board of Commissioners and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.)

BEGINNING OF CONSENT CALENDAR * * * * (estimate 2 minutes)

A. COUNTY ADMINISTRATION

- 1) Approval of minutes: 10/28/25 [\(view material\)](#)

B. HEALTH AND HUMAN SERVICES

- 1) ORDER 25-11-04-01/ In the Matter of Approving Contract Actions With International Responder Systems, Addiction Counseling and Education Services, City of Springfield, PeaceHealth, Springfield Police Department, and Health Resources Services Administration (HRSA) and Delegating Authority to the County Administrator, Their Designee, or Their Sub-Delegate to Sign the Approved Actions. (Eve Gray, Health and Human Services Director) [\(view material\)](#)

C. PUBLIC WORKS

- 1) ORDER 25-11-04-02/ In the Matter of Approving a Contract Amendment with Thiel Engineering, Inc. and Delegating Authority to the County Administrator to Execute the Approved Contract Amendment (Expense in the Amount of \$235,000). (Dan Hurley, Public Works Director) [\(view material\)](#)

D. TECHNOLOGY SERVICES

- 1) ORDER 25-11-04-03/ In the Matter of Approving a Contract With Kelley Create Co., to Provide Managed Print Services Not to Exceed \$1,250,000 in Aggregate Over

a Five-Year Term, and to Delegate Authority to the County Administrator to Execute the Contract. (Jill Allen, Technology Services Finance and Administrative Manager)
[\(view material\)](#)

MOTION: Ceniga		COMMENTS:
SECOND: Buch		
VOTE		
Name	Vote	
Commissioner Ryan Ceniga	YES	
Commissioner Laurie Trieger	YES	
Commissioner Pat Farr	YES	
Commissioner David Loveall	YES	
Commissioner Heather Buch	YES	

END OF CONSENT CALENDAR * * * *

6. PUBLIC WORKS

- A. PRESENTATION/ ORDER 25-11-04-04/ In the Matter of Approving the 2025 Transportation Safety Action Plan (TSAP). (Becky Taylor, Senior Transportation Planner) (estimate 30 minutes [15/15]) [\(view material\)](#)

MOTION: Ceniga		COMMENTS:
SECOND: Buch		
VOTE		
Name	Vote	
Commissioner Ryan Ceniga	YES	
Commissioner Laurie Trieger	YES	
Commissioner Pat Farr	YES	
Commissioner David Loveall	YES	
Commissioner Heather Buch	YES	

7. COUNTY ADMINISTRATION

- A. DISCUSSION/ ORDER 25-11-04-05/ In the Matter of Adopting Year One Activities for the 2025-2027 Lane County Strategic Plan. (Jeff Kincaid, Senior Operational Analyst) (estimate 90 minutes [45/45]) (**10:00 a.m. Time Certain**) [\(view material\)](#)

MOTION: Ceniga		COMMENTS:
SECOND: Buch		
VOTE		
Name	Vote	
Commissioner Ryan Ceniga	YES	
Commissioner Laurie Trieger	YES	
Commissioner Pat Farr	YES	
Commissioner David Loveall	YES	
Commissioner Heather Buch	YES	

B. Announcements

Recess

TUESDAY, NOVEMBER 4, 2025 – REGULAR MEETING

(1:30 p.m.)

(HYBRID / HARRIS HALL)

8. PUBLIC WORKS

- A. **THIRD READING AND DELIBERATIONS/ ORDINANCE NO. 25-07/** In the Matter of Amending Lane Code Chapter 16 to Adopt Clear and Objective Standards for Housing in Residential Areas in Sections 16.090 Definitions, 16.237 Significant Natural Shorelands Combining Zone (/SN-RCP), 16.238 Prime Wildlife Shorelands Combining Zone (/PW-RCP), 16.239 Natural Resource Conservation Combining Zone (/NRC-RCP), 16.240 Residential Development Shorelands Combining Zone (/RD-RCP), 16.241 Shorelands Mixed Development Combining Zone (/MD-RCP), 16.242 Dredge Material/Mitigation Site Combining Zone (/DMS-RCP), 16.243 Beaches and Dunes Combining Zone (/BD-RCP), 16.253 Stream Riparian Regulations Rural Comprehensive/Metro Plan, and 16.254 Greenway Development Permit Rural Comprehensive Plan, as required by Oregon Revised Statute 197A.400; Updating References in Other Sections of Lane Code; and Adopting a Savings and Severability Clause and Declaring an Emergency (File No. 509-PA25-05301). (PM & NBA 9/30/25, 10/14/25) (Rachel Serslev, Senior Planner; Kevin Gilbride, Senior Planner) (estimate 30 minutes [10/20]) **(1:30 p.m. Time Certain)** ([view 9/30/25 material](#)) ([view 9/30/25 presentation](#)) ([view 10/13/25 supplemental material](#)) ([view supplemental material](#))

MOTION: Farr		COMMENTS: Motion to re-open the record on Ordinance No. 25-07 to allow communication with stakeholders involved to-date to obtain further input, and to set a fourth reading to deliberate and possible action on December 2, 2025, at 1:30 p.m. time certain.
SECOND: Ceniga		
VOTE		
Name	Vote	
Commissioner Ryan Ceniga	YES	
Commissioner Laurie Trieger	NO	
Commissioner Pat Farr	YES	
Commissioner David Loveall	YES	
Commissioner Heather Buch	NO	

9. **EMERGENCY MANAGEMENT**

- A. REPORT/ Seasonal Update: Wildfire Closeout and Winter Weather Briefing. (Tiffany Brown, Emergency Manager) (estimate 30 minutes) ([view material](#))

10. **COMMISSIONERS' BUSINESS**

- A. Announcements
- B. Commissioner Comments and Remonstrance
- C. Committee Reports
- D. Future Board Assignment Requests

11. **REVIEW ASSIGNMENTS**

12. **OTHER BUSINESS**

Adjourn

TUESDAY, NOVEMBER 4, 2025 – EXECUTIVE SESSION

(HYBRID / BCC CONFERENCE ROOM)

1. **EXECUTIVE SESSION as per ORS 192.660(2)(f)**
(estimate 60 minutes)

ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

Adjourn

*NOTE: Next scheduled Board of Commissioners' Meetings are Tuesday, November 18 and/or Wednesday, November 19, 2025.

The Board of Commissioners are often invited to attend events and gatherings in the community where a quorum of the commissioners may be present. On these occasions, there will be no deliberations towards any decisions or actions taken.



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025
 PRESENTED TO: Board of County Commissioners
 DEPARTMENT: County Administration
 PRESENTED BY: Kellie Hancock, Property Management Officer
 AGENDA TITLE: ORDER 25-11-18-01/ In the Matter of Authorizing a Sale of County Owned Tax Foreclosed Real Property Map and Tax Lot 1704221201300 for \$800 to Max Hansen and Renee Hansen, Trustees of the Hansen Joint Trust.

I. MOTION

Move to authorize a sale of County owned tax foreclosed Real Property Map and Tax Lot 1704221201300 for \$800 to Max Hansen and Renee Hansen, Trustees of the Hansen Joint Trust.

II. AGENDA ITEM SUMMARY

Pursuant to ORS 275.225, Max and Renee Hansen are requesting that real property, which was foreclosed upon for non-payment of property taxes, be sold to them for eight hundred dollars (\$800). This parcel, tax lot 1300, is located adjacent to tax lots 1100, 1200, and 1400, which are all under ownership of the Hansen Joint Trust.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The parcel is approximately 870 square feet. The land is zoned R1 (Low-Density Residential) and is located within the city limits of Eugene. The real market value of this property is \$3,269 per the Lane County Assessor's 2025 tax roll.

The \$800 sale price includes back taxes, administrative and recording fees.

B. Policy Issues

ORS 275.225 grants power to the governing body of a county to authorize the sale of county land by private sale provided that the parcel has a real market value of less than \$15,000 on the assessment roll prepared for the county and is unsuited for the construction or placement of a dwelling under applicable zoning ordinances and building codes. Both conditions have been met with this parcel.

C. Board Goals

By selling this parcel to the adjacent homeowner, Lane County is returning the land to the tax roll. Returning the parcel to the tax roll supports the Board goal of contributing to an engaged and healthy community and removes liability from the County to maintain the land.

D. Financial and/or Resource Considerations

The Tax Foreclosure Program is self-funded from the sale of foreclosed properties. Following current legislation, surplus funds from sales are distributed to the Oregon State Treasury for possible claims from former owners. There are no surplus funds from this sale to the adjacent owner.

E. Health Implications

Providing the adjacent landowner with the opportunity to take ownership of this parcel contributes to healthy stewardship of the land.

F. Analysis

The property being proposed for sale was foreclosed upon for non-payment of property taxes. Maintaining the land has fallen to the County in the past due to ownership. Transferring ownership to the adjacent property owner returns the land to the tax roll and removes liability from the County to maintain the property line.

G. Alternatives/Options

The following options are available to the Board:

1. Sell the property to the adjacent owner for \$800.
2. Advise staff to negotiate the sale price to a different amount.
3. Reject the request to sell to the adjacent owner and instead retain ownership of the property.

IV. RECOMMENDATION

Staff recommends Option 1 above.

V. TIMING/IMPLEMENTATION

Immediate.

VI. FOLLOW-UP

If a sale to the adjacent owner is authorized, staff will follow-up to finalize the transaction.

VII. ATTACHMENTS

Board Order

Quitclaim Deed

Tax Map Aerial

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-01

In the Matter of Authorizing a Sale of
County Owned Tax Foreclosed Real
Property Map and Tax Lot
1704221201300 for \$800 to Max Hansen
and Renee Hansen, Trustees of the
Hansen Joint Trust.

WHEREAS, Lane County foreclosed upon and entered a judgement against Map and Tax Lot 1704221201300 due to non-payment of property taxes: and

WHEREAS, ORS 275.225 grants the governing body of a county power to sell tax foreclosed real property by private sale if the property has a real market value of less than \$15,000 and is unsuited for the construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, adjacent property owner, Max Hansen and Renee Hansen, Trustees of the Hansen Joint Trust, now requests that this property be sold to them for \$800; and

WHEREAS, County Staff has prepared a Quitclaim Deed to convey the above referenced property to the adjacent owner.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

The County Administrator is authorized to sign all conveyance documents necessary to transfer ownership of the above-listed property.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners

After recording, return
and send tax statements to:
Hansen Joint Trust
82616 Marlow Rd
Eugene, OR 97405

QUITCLAIM DEED

LANE COUNTY, a political subdivision of the State of Oregon, for good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Order No. _____ of the Board of County Commissioners of Lane County, releases and quitclaims to **Max Hansen and Renee Hansen, Trustees of the Hansen Joint Trust, dated March 28, 2008**, all its right, title and interest in that real property situated in Lane County, State of Oregon, described as follows:

Beginning at the NW corner of a parcel described in R124, Instrument #53746, Lane County Oregon Deed Records, said beginning point being by record S00°11'W 664.28 feet S89°52'30"E 550.20 feet North 346.8 feet of the North one-quarter corner of Section 22, T17S, R4W, Willamette Meridican; thence North 4.14 feet to the South line of a parcel described in R465, Instr#92539; thence S89°33'44"E 154.60 feet; thence South 4.27 feet to a point which is the NE corner of a parcel described in R124, Instr#53746; thence N89°31'W 154.60 feet to the point of beginning, all in Lane County, Oregon.

This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements, and encumbrances of record.

The true consideration for this conveyance is **\$800**

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Signature Page Follows

STATE OF OREGON)
) ss
COUNTY OF LANE)

Steve Mokrohisky, Lane County Administrator

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by Steve Mokrohisky, Lane County Administrator, who acknowledged such instrument to be their free and voluntary act and deed, and on oath stated that they were duly authorized to execute such instrument.

Notary Public for Oregon_____

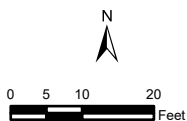
My Commission Expires _____

17-04-22-12-01300

0411007



The information on this map was derived from digital databases on the Lane County regional geographic information system. Care was taken in the creation of this map, but is provided "as is". Lane County cannot accept any responsibility for errors, omissions or positional accuracy in the digital data or the underlying records. Current plan designation, zoning, etc., for specific parcels should be confirmed with the appropriate agency. There are no warranties, expressed or implied, accompanying this product. However, notification of any errors will be appreciated.



CartoViewer Web Map

Lane County, Oregon



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: County Administration

PRESENTED BY: Kristen Lee, Sr. Program Services Coordinator

AGENDA TITLE: ORDER 25-11-18-02/ In the Matter of Adopting a 2025 Update to the Limited English Proficiency Plan.

I. MOTION

Move to adopt an update to the Limited English Proficiency plan.

II. AGENDA ITEM SUMMARY

Lane County adopted its existing Limited English Proficiency (LEP) Plan in 2023 to comply with Title VI of the Civil Rights Act of 1964, prior to applying for a 2023 Community Development Block Grant (CDBG) from Business Oregon. The adopted LEP Plan calls for periodic updates. This 2025 LEP Plan update includes minor technical revisions and updates to census data. The proposed LEP Plan is attached for Board review and approval.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

On September 26, 2023, the Board of Commissioners adopted the current Limited English Proficiency Plan.

On August 1, 2023^[1] the Board of Commissioners held a public hearing and authorized staff to submit an application for CDBG funding for the Regional Housing Rehabilitation Loan Program of Lane County for \$500,000.

The Lane County 2021-2022 Racial Equity Plan was adopted in January of 2021^[2].

Lane County adopted an Affordable Housing Action Plan in 2020^[3].

Lane County has received millions of dollars in Community Development Block Grant funding through various competitions via the State of Oregon since the CDBG program was established in the mid-1970s. The last time Lane County applied for CDBG funding through the State was in 2009.

^[1] See https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_3585797/File/Government/BCC/2023/2023_AGENDAS/080123agenda/08-01-02-23agenda.pdf

^[2] See https://www.lanecounty.org/UserFiles/Servers/Server_3585797/File/Government/Advisory%20Boards%20and%20Commissions/Equity%20and%20Access%20Advisory%20Board/REP%20One%20Pager%20Landscape.pdf

^[3] See https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_3585797/File/Government/BCC/2020/2020_AGENDAS/121520agenda/T.14.B.pdf

B. Policy Issues

Lane County is the recipient of a variety of federal funds. Having a Limited English Proficiency (LEP) Plan is required to comply with federal requirements related to providing services to, or interacting with, individuals who have limited English proficiency.

C. Board Goals

Lane County Strategic Plan's Goal 2: Vibrant Communities, includes the objective of 'Inclusive Community Support.' This update to the LEP Plan supports the objective to "Ensure all people who reside in the community have a meaningful voice in decision-making and fair access to County services and support. This includes actively addressing barriers to participation, so everyone has the opportunity to be heard and supported."

D. Financial and/or Resource Considerations

Adoption of this updated Limited English Proficiency (LEP) Plan obligates Lane County to provide interpretation and translation services as needed for specific language populations. Several County Departments already do this through existing staff who receive differential pay for this work, through contracts with translators, and through contracts with language line interpreting services. These expenditures are already required.

E. Health Implications

A critical component in eliminating health inequities is ensuring meaningful

access to services in Lane County, regardless of language. Meaningful access means access that is not significantly restricted, delayed or inferior as compared to programs or activities provided to English proficient individuals. Barriers to language access can affect individual autonomy and decision making in health care and in access to a variety of services. Therefore, it is important to ensure that Lane County services are compliant with federal laws which have set minimum standards regarding language access.

F. Analysis

Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP person to important benefits, rights, programs, information, and services. Title VI of Civil Rights Act of 1964 forbids discrimination against anyone in the United States because of race, color, or national origin by any agency receiving Federal funds. These federal obligations extend to agencies that provide federal programs and services (i.e. that receive federal funds).

This 2025 update to Lane County's LEP plan makes some technical revisions, including eliminating references to outdated Executive Orders and updating data, based on the most recent Census American Community Survey data available. These data show that the number of people speaking Chinese (including Mandarin and Cantonese) fell, and the number of people speaking Chinese and who do not speak English well (i.e. Limited English Proficiency) fell below the threshold for requiring proactive translations and interpreting services.

G. Alternatives/Options

The Board may decline or delay adoption of the 2025 update to the existing LEP Plan and provide further direction to staff.

IV. RECOMMENDATION

Staff recommend adopting the 2025 update to the LEP Plan in Exhibit A to Attachment 1. This will position the County to continue to be compliant with Title VI of the Civil Rights Act of 1964.

V. TIMING/IMPLEMENTATION

The Board could delay or reject adopting the 2025 Update to the LEP Plan. This would mean that staff would continue to implement the 2023 LEP plan, which is based on outdated census data and contains references to outdated guidance.

VI. FOLLOW-UP

If the recommendation is approved, staff will continue its work on implementing the LEP plan.

VII. ATTACHMENTS

Attachment A - 2025 Update to LEP Plan and Attachments

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-02

In the Matter of Adopting a 2025 Update
to the Limited English Proficiency Plan

WHEREAS, Adopting an LEP is a mechanism for compliance with Title VI of the Civil Rights Act of 1964; and

WHEREAS, Lane County adopted its existing Limited English Proficiency (LEP) Plan in 2023, prior to applying for a 2023 Community Development Block Grant (CDBG) from Business Oregon; and

WHEREAS, The adopted LEP Plan calls for periodic updates.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

Adoption of the 2025 Update to the Limited English Proficiency Plan contained in Exhibit A.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners

LANE COUNTY

Limited English Proficiency Plan Update

DRAFT

November 2025



Prepared by
Lane County Policy Division

Chapter 1: Introduction

Policy

It is the policy of Lane County to provide timely, meaningful access for limited English proficient (LEP) persons to all programs and activities. All personnel shall provide free language assistance services to LEP individuals whom they encounter or whenever a LEP person requests language assistance services. All personnel will inform members of the public that Lane County will provide language assistance services free of charge to LEP persons. (See Appendix A for full policy statement.)

Limited English Proficiency (LEP): People who do not speak English as their primary language and have limited ability to read, speak, write, or understand English

Purpose

The purpose of this policy and plan is to establish effective guidelines, consistent with Title VI of the Civil Rights Act of 1964, for Lane County staff to follow when providing services to, or interacting with, individuals who have limited English proficiency (LEP). LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. Language for LEP individuals can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other vital information. These individuals may be entitled to language assistance for programs and services that receive assistance from the federal government. Lane County will develop creative solutions to address the needs of this ever-growing population of individuals whose primary language is not English.

Population

According to the latest available U.S. Census American Community Survey (ACS) data for Lane County¹, out of a total population of 365,964 there were 8,806 people over five years of age who spoke English less than very well. This is 2.4% of the County's population and below the national LEP rate of 8.3%. The majority of the LEP population were identified as Spanish speaking (5,447 persons). The number of people speaking Chinese (including Mandarin, Cantonese) fell from 2,374 in 2021 to 1,986 in 2023. Spanish is the most common language other than English spoken in Lane County, although it is spoken by only 5% of the total population of Lane County; further, most (70%) Spanish speakers also speak English very well. See Chapter 3 for more information.

¹ ACS C16001 5-Year Estimate - 2023

Plan

This plan was developed in accordance with previous federal guidelines. Recipients of federal financial assistance, such as Lane County, have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, rights, programs, information, and services (see **Chapter 2 Regulatory Framework**). To that end Lane County conducted a Four-Factor Analysis to determine the extent of our obligation to provide LEP services. The four factors are: 1) the number or proportion of LEP persons eligible to be served or likely to be served by the program; 2) the frequency with which LEP individuals come in contact with the program; 3) the nature and importance of the program, activity, or service provided by the program to people's lives; and 4) the resources available and cost (see **Chapter 3 Four Factor Analysis**). Consistent with guidelines for an effective LEP policy, this plan includes the following elements: (a) identification of LEP persons who need language assistance (see Chapter 3); (b) identification of ways in which language assistance will be provided (see **Chapter 4 Language Assistance**); (c) staff training (see **Chapter 5 Staff Training**); (d) providing notice to LEP persons (**Chapter 6 Outreach and Notification Techniques**); and (e) monitoring and updating LEP policy (**Chapter 7 Monitoring and Updated LEP Plan**).

Chapter 2: Regulatory Framework

Federal Funding Obligations

Lane County is a recipient of and applies for Federal financial assistance from various federal departments, including the Department of Transportation, the Department of Housing and Urban Development, and the Department of Health and Human Services. All recipients and applicants are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964.

Civil Rights

Title VI of Civil Rights Act of 1964 forbids discrimination against anyone in the United States because of race, color, or national origin by any agency receiving Federal funds. Subsequently, related authorities have expanded Title VI protections to include gender, age, and disability.

Lane County Public Works approved a Title VI Plan in 2016 which includes the following policy statement:

Lane County, acting through its Public Works Department, assures that no person shall, on the grounds of race, color, national origin, sex, age, disability or income as provided by the Title VI of the Civil Rights Act of 1964 and related authorities, be excluded from participation in, be denied benefits of, or otherwise subjected to discrimination under any County sponsored program or activity. The County further assures that every effort will be made to ensure non-discrimination in all its programs and activities, whether those programs and activities are federally funded or not.

Lane County Health and Human Services (H&HS) Department adopted its own policy to comply with applicable laws relating to civil rights in 2017. It was amended in 2022 and is called the Healthcare Equity Policy. H&HS employs a Quality & Compliance Manager who acts as the Civil Rights Coordinator and oversees activities to ensure compliance with associated regulations. Each Division of H&HS provides auxiliary aids and services that are appropriate for the specific work in that Division. These aids and services are provided in a timely manner upon request and free of charge. Each Division of H&HS provides language assistance services in a timely manner upon request and free of charge. Language assistance services may be provided via an approved H&HS vendor or qualified bilingual staff. Contracts for all approved H&HS language assistance vendors comply with the requirements set forth in Oregon House Bill 2359. There are many staff in H&HS in bilingual classifications, most speaking Spanish as well as English.

This LEP Plan builds upon these efforts and strives to improve access to services for persons with Limited English Proficiency.

Limited English Proficiency

Previous guidance developed by the U.S. Department of Justice (DOJ LEP Guidance), the U.S. Department of Transportation ("Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," dated December 14, 2005) and the federal Department of Housing and Urban Development (HUD) ("Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" dated January 22, 2007) contained information on how to assess and address the needs of otherwise eligible persons seeking access to programs and activities who, due to limited English proficiency, cannot fully and equally participate in or benefit from those programs and activities. These federal obligations extend to agencies that provide federal programs and services (i.e. that receive federal funds). Previous federal guidelines provide the following prompts to agencies to determine applicability:

Does the agency (i.e. Lane County) receive Federal financial assistance by means of grants, cooperative agreements, training, use of equipment, donations of surplus property, or other assistance?

Previous federal guidance directs recipients of federal funding to prepare a plan to improve access to federally conducted programs and activities by eligible LEP persons consistent with the standards set forth in the LEP Guidance. As a recipient of federal funds, Lane County's LEP Plan was developed following these guidelines.

Previous DOJ LEP Guidance advises each Federal department or agency to "take reasonable steps to ensure 'meaningful' access [to LEP individuals] to the information and services they provide." The DOJ LEP Guidance goes on to provide the following:

[W]hat constitutes reasonable steps to ensure meaningful access will be contingent on a number of factors. Among the factors to be considered are the number or proportion of LEP persons in the eligible service population, the frequency with which LEP individuals come in contact with the program, the importance of the service provided by the program, and the resources available to the [agency].

This national policy guidance is referred to as the Four Factor Analysis. The DOJ LEP Guidance explained that the identification of "reasonable steps" to provide oral and written services in languages other than English is to be determined on a case-by-case basis through a balancing of all four factors. After completing the four-factor analysis and deciding what language assistance services are appropriate, federal guidance establishes that a recipient should develop an

implementation plan to address the identified need of the LEP population it services with, at a minimum, the following elements:

- Identification of LEP individuals who need language assistance
- Language assistance measures
- Training staff
- Providing notices to LEP persons
- Monitoring and updating the LEP plan

FHWA recipients have been required to submit their LEP Plan as part of their standard Title VI assurances, Title VI Plan and implementing Title VI regulations. In certain circumstances, such as in complaint investigations or compliance reviews, recipients may be required to provide Federal agencies with a copy of any plan created by the recipient.

Chapter 3: Four Factor Analysis

The following factors should be considered to determine the reasonable steps to take to provide LEP individuals with meaningful access to programs, activities, and services:

- 1) number or proportion of people
- 2) frequency of contact
- 3) nature and importance of the program
- 4) available resources and costs.

An assessment of these four factors relative to Lane County is provided below. The following federal guidance was also taken into consideration:

Safe Harbor: The following action will be considered strong evidence of compliance with the recipient's written-translation obligations:

- (a)** The recipient provides written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or
- (b)** If there are fewer than 50 persons in a language group that reaches the 5 percent trigger in (a), the recipient does not translate vital written materials but instead provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These “safe harbor” provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP persons through competent oral interpreters where oral language services are needed and are reasonable.

Factor 1: Number or Proportion of People

The purpose of this factor is to determine the number or proportion of people served or likely to be encountered who would potentially be excluded from the program or activity absent efforts to remove language barriers. LEP populations exist within Lane County and staff has encountered LEP individuals in the course of their work. Demographic data come from the *American Community Survey*² from the United

Lane County Demographics (ACS 5-Year Estimate 2023)				
Language	Number of People	% of Total Population	% LEP Potential	LEP Potential Population
Spanish	18,137	5.0%	30%	5,447
Chinese (incl. Mandarin, Cantonese)	1,986	0.5%	46%	913
Other Asian and Pacific Island languages	1,966	0.5%	23%	454
Other Indo-European languages	1,946	0.5%	22%	434
German or other West Germanic languages	1,586	0.4%	5%	78
French, Haitian, or Cajun	1,581	0.4%	20%	323
Other and unspecified languages	918	0.3%	22%	199
Tagalog (incl. Filipino)	938	0.3%	18%	172
Korean	630	0.2%	37%	231
Russian, Polish, or other Slavic languages	977	0.3%	30%	291
Vietnamese	627	0.2%	36%	228
Arabic	160	0.0%	23%	36
Totals	31,452			8,806

Source: ACS C16001 5-Year Estimate

States Census Bureau. According to census data, LEP populations are a small fraction (2.4%) of the total population of Lane County (which was 365,964 in 2023), which is significantly less than the 5% threshold of the federal Safe Harbor provision; however, that provision also establishes a secondary threshold of 1,000 people. In terms of populations in which there could be 1,000 or more people with limited English proficiency, the only language that meets the threshold is Spanish (4739 people estimated to have LEP). In 2021, Chinese met that 1,000-person threshold, but the total number of people and the number of people speaking English “less than very well” in 2023 fell to below the required threshold.

Most people who speak other languages also speak English very well.

Spanish is the most common language other than English spoken in Lane County, although it is spoken by only 5% of the total population of Lane County; further, most (70%) Spanish speakers also speak English very well.

Factor 2: Frequency of Contact

Title VI obligations will differ for programs with little contact with LEP individuals compared to ones that serve a large LEP population and where its core business is to provide projects, products, and services to the public. Frequency of contact may also vary based on specific geographic areas. The LEP population is a small fraction (2.4%) of the total population of Lane County; as such, contact with LEP individuals is expected to be infrequent. Lane County’s core

² <https://www.census.gov/programs-surveys>

business, however, is to provide services to the public; and any interaction with the public has the potential to interact with LEP individuals.

To gauge frequency of contact, Lane County has undertaken several steps. In 2018, Lane County Public Works Department surveyed staff regarding encounters with LEP communities. Of those staff surveyed who have direct contact with the public, 51% encountered language barriers based on Limited English Proficiency. The languages most frequently encountered were Spanish and Chinese. The Lane County Community Health Centers' data from 2024 shows that 12.18% of the 40,353 encounters were provided in a language other than English. Most encounters were provided in Spanish.

Public Works staff can plan for encounters with LEP persons, since much of their interaction with the public is through targeted outreach related to federal funded roads and bridges projects. H&HS staff employ bilingual staff in key positions that regularly interact with the public. H&HS also utilizes a translation service for key written documents and an interpreting service for oral interpretation where bilingual staff do not speak the language needed.

Factor 3: Nature and Importance of Program

The purpose of this factor is to assess the nature and importance of the program, activity or service provided by the agency. The more important the activity, information, service or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services will be needed. Federal guidelines prompt agencies to consider whether denial or delay of access to services or information could have serious or even life-threatening implications for LEP individuals.

Public Works receives federal funding to build capital roadway and bridge projects. The project development and delivery process includes planning, design, right-of-way and construction phases. Each of these phases involve public engagement opportunities, especially at the planning stage which enables the public to get involved early in the life of a project and enables staff to customize communication tools (particularly language access) for subsequent steps of project development and delivery. LEP implications along the project development and delivery process include: comprehending the scope of the project and how it may affect individual properties; effectively participating in the public dialogue to influence the design; consent to right-of-way acquisition; and understanding construction activities and potential detour routes or other temporary restrictions.

As mentioned above, H&HS is most likely to encounter LEP persons seeking services. H&HS has a Department Policy that requires translations of key documents, interpreting services in

Spanish and also many other languages. Their bilingual staff must be credentialed to provide interpretation, and grievances are tracked and reviewed by a Quality Compliance Manager.

Other Departments not directly funded with federal funds where staff may interact with LEP persons on a regular basis are the Department of Taxation, Deeds and Records and the Lane County Sheriff. Efforts are currently being made in these Departments to accommodate the needs of LEP persons. Key documents are translated into Spanish and bilingual staff are available to assist with oral interpretation.

Factor 4: Available Resources and Costs

Vital documents must be translated when a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, needs services or information in a language other than English to communicate effectively. A document is considered vital if it contains information that is critical for obtaining federal services and/or benefits or is required by law. Vital documents include, for example: applications, consent and complaint forms; notices of rights and disciplinary action; notices advising LEP persons of the availability of free language assistance; and letters or notices that require a response from the beneficiary or client.

The “significant number or percentage” is explained in the federal Safe Harbor as 1,000 people or 5% of the population; accordingly, Lane County’s vital documents should be translated into Spanish.

For the Public Works Department, vital documents are predominantly notices mailed to abutting properties that include information about a project, opportunities for involvement, public meetings and public hearings, construction schedules and detour routes. The other set of vital documents is a complex packet of real-property negotiation materials such as appraisals and deeds. Rather than mail notices with two sets of languages (English and Spanish), a more cost-effective and efficient approach would be to include a statement in Spanish on all notices about the right to free translation services with instructions about how to access those services. Each Division in H&HS posts notices in prominent physical locations, on websites, and in significant publications and communications as required under federal civil rights laws. Taglines in alternate languages are also made available in significant publications, communications, and websites.

Lane County has contractual services with translators with costs starting at \$0.18 per word for written translation and \$1.29 per minute for phone interpretation.

The Safe Harbor provision applies to translating written vital documents into the languages determined to be the most significant. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed. There could also be instances in which interpreters would be needed a public meetings, particularly public hearings.

Chapter 4: Language Assistance

Federal guidance has required recipients of federal financial assistance to take reasonable steps to provide LEP individuals with meaningful access to their programs, activities and services. The key to providing meaningful access is to ensure effective communication exists. “Reasonable steps” may cease to be reasonable where available resources and the costs imposed substantially exceed the benefits.

There are two main ways to provide language services: 1) oral interpretation either in person or via telephone interpretation services; 2) written translation services. Oral interpretation can range from on-site interpreters for critical services provided to a high volume of LEP persons, to access through commercially available telephonic interpretation services. Written translation can range from translation of an entire document to translation of a short description of the document.

Regardless of the type of language services provided, quality and accuracy of those services is critical to avoid potential consequences to both LEP individuals and Lane County. The correct mix of interpretation and translation services should be based on what is both necessary and reasonable in light of the four-factor analysis. Given the four-factor analysis, reasonable steps to provide meaningful access to LEP individuals are as provided below.

Lane County LEP Policy

Lane County has committed to providing language assistance to all customers, regardless of whether the service is directly related to a federally funded program (see policy statement in Appendix A). Lane County’s LEP policy also prohibits certain practices, such as relying on a child to interpret. This policy provides clear direction to staff to support meaningful access to LEP individuals and to ensure compliance with federal regulations.

Lane County staff will continue to work collaboratively to ensure that the LEP Policy is implemented throughout the organization.

Notice to LEP Individuals

Lane County will post notices in prominent physical locations, such as in building lobbies or entryways, about translation services being available upon request at no charge. The notice will enable individuals to point to a list of languages to enable them to identify their preferred language (see Appendix B). Front-line staff will be instructed on how to assist customers with language access services. Lane County’s webpages can be translated into a variety of language using Google Translate. Because these translations are not always helpful, Lane County will

develop a webpage which will include information about language access services and instructions for lodging complaints. Public notices will also include taglines in Spanish, the most likely encountered LEP language, about language access.

Staff Resources & Instructions

Front-line staff will be provided with resources and instructions on how to respond to LEP individuals, such as the following:

- Lane County's LEP Policy Statement;
- "Your Right to an Interpreter" language list to enable the LEP individual to self-identify their language needs; and
- A list of approved vendors to secure translation services.

As stated in the Lane County LEP Policy, bilingual staff would not be used as translators unless they are approved by Lane County Human Resources Department. The list of bilingual staff maintained by Lane County includes proficiency and availability to assist. Some employees may be certified for specific specialty work (such as legal or medical interpreting or translating). Each Department or Division will deploy staff according to their needs and County policies and union agreements. If no staff are available, Lane County has a county-wide contract which staff may use to hire vendors that provide translations and interpreting in a wide variety of languages.

Certified Translation Services

The quality of interpretation should be a focus of concern for all recipients. Interpreting is a complex task that combines several abilities beyond language competence to enable delivery of an effective professional interpretation in a given setting. From the standpoint of the user, a successful interpretation is one that faithfully and accurately conveys the meaning of the source language orally, reflecting the style, register, and cultural context of the source message, without omissions, additions or embellishments on the part of the interpreter. Lane County has committed to providing approved translation services for all program areas. Staff will be instructed on the use of contract services to provide written translation and oral interpretation. See Chapter 5 Staff Training.

On-Demand and Planned Translation Services

The Safe Harbor provision requires proactively translating vital documents into Spanish. Actions consistent with this provision are considered strong evidence of compliance. However, this provision is not a mandate and a different translation strategy does not equate to noncompliance. This provision also provides no safeguards regarding oral interpretation obligations.

Considering the frequency of encounters with LEP individuals, the variety of languages spoken in Lane County, the expense of translating documents, the likelihood of frequent changes in documents, and the wide variety of documents that may not be considered “vital” per federal regulations, each Department should assess the financial burden to have any documents proactively translated. Each Department should expend a reasonable portion of its budget to meet its customers’ language assistance needs and Lane County will continue to monitor translation requests to determine the appropriateness of upfront translation of documents. See Chapter 7 Monitoring and Updating LEP Plan.

The notice provisions will enable LEP individuals to request translation to meet their specific needs. Further, due to limited bilingual staff, Lane County may not be prepared to have meaningful communications with LEP individuals regardless of whether materials are translated or not. Interpretation services would likely be necessary to provide further instruction to the LEP individual about the translated document. Outreach materials, however, can be planned to determine the best method of providing language assistance services. See Chapter 6 Outreach and Notification Techniques.

Chapter 5: Staff Training

Staff training is an important step to provide meaningful access to LEP individuals. Training will be provided to staff with the potential to interact or communicate with LEP individuals, staff whose job it is to arrange for language assistance services, and managers. Even if management staff may not interact regularly with LEP persons, they should be fully aware of and understand the LEP Plan so they can reinforce its importance and ensure its implementation by staff. All staff may receive refresher courses on policies, processes and resources – particularly as language access methods evolve. Lane County’s LEP policy and the availability of translation and interpretation services at no cost to the customer will be promoted throughout Lane County through on-going notice practices.

Trainings will focus on the importance of providing language assistance services. Trainings will include procedures to help staff identify the language needs of a LEP individual, access and provide the necessary language assistance services, work with interpreters, request document translations, and track the use of language assistance services.

Chapter 6: Outreach and Notification Techniques

Encounters with LEP individuals will most commonly be the result of Lane County staff reaching out to communities and working in locations where LEP individuals live and work.

For Public Works projects, for example, the project development and delivery process includes planning, design, right-of-way and construction phases. Each of these phases involve public engagement opportunities, especially at the planning stage which enables the public to get involved early in the life of a project and enables staff to customize communication tools (particularly language access) for subsequent steps of project development and delivery. The Public Works public involvement planning effort has been reinvented and incorporates tools for identifying and meeting the needs of Title VI populations.

Other Departments will encounter LEP persons in the course of their work. H&HS staff will provide auxiliary aids and services that are appropriate for the specific work in their Division. These aids and services will be provided in a timely manner upon request and free of charge. Staff should determine specific language needs in advance of public meetings, if possible. Public notices should include contact information so that LEP individuals can request additional assistance for any public meetings, in which case staff could make special arrangements to translate customized documents and/or arrange for oral translation of the documents with a certified interpreter.

As resources allow, Lane County will explore how to provide meaningful engagement with LEP populations in its online presence. Staff have created a Civil Rights webpage that lists consumer rights and Lane County responsibilities.

Outreach materials and techniques will continue to be an emphasis area for annual performance monitoring. Lane County is interested in working more closely with community-based organizations and agencies that serve LEP populations, particularly to determine culturally appropriate contact materials and methods. See Chapter 7 Monitoring and Updating LEP Plan.

Chapter 7 Monitoring and Updating LEP Plan

Federal guidelines prompt agencies to have an ongoing process to monitor its language assistance policies and procedures at least annually, to evaluate its effectiveness at serving LEP individuals and to modify accordingly. Lane County's LEP Plan will be reviewed annually. An annual review will consider the following:

- Changes in demographics, updated census data and population maps;
- Staff and customer surveys with targeted solicitation from stakeholders about the effectiveness and efficiency of language access policy and procedures;
- Additional documents, programs, services, and activities that need to be made accessible to LEP individuals;
- A review of whether complaints have been received concerning the failure to meet the needs of LEP individuals;
- Consideration of new resources including funding, collaborations with other agencies, emerging technology, and other mechanisms for ensuring improved access for LEP individuals.

Lane County staff will monitor the primary language of LEP individuals that seek and receive programs and services. This data will help Lane County to accurately identify and efficiently address the changing needs of LEP communities. Outreach methods are recommended for continuous improvement.

Appendices

- A. Lane County LEP Policy
- B. “Your Right to An Interpreter” Notice



Lane County Limited English Proficiency Policy

It is the policy of Lane County to provide timely, meaningful access for limited English proficient (LEP) persons to all program and activities. All personnel shall provide free language assistance services to LEP individuals whom they encounter or whenever a LEP person requests language assistance services. All personnel will inform members of the public that Lane County will provide language assistance services free of charge to LEP persons.

Language assistance services may be provided by an approved staff member or via an approved vendor. Bilingual staff will not be used as interpreters unless they have been approved by Lane County Human Resources. Additionally, as required by law, further quality standards will be adhered to in the delivery of language assistance services. Per regulations, the following practices will be prohibited:

- Requiring an individual to provide his/her/their own interpreter;
- Relying on a minor child to interpret;
- Relying on interpreters that the individual prefers when there are professional competency, confidentiality, or contractual concerns;
- Relying on unqualified bilingual or multilingual staff; and
- Using inexperienced interpreting services.

All Lane County Departments and Divisions will post language assistance notices in prominent physical locations, on websites, and in significant publications and communications as required under federal civil rights laws. Taglines in alternate languages will also be made available in significant publications, communications and websites. These postings and taglines will serve to notify individuals of the details contained in this policy.

Approved By: _____

Title: County Administrator

Date: _____

Your Right to an Interpreter

You have the right to an interpreter at no cost to you. Please point to your language. An interpreter will be called. Please wait.

<div><div>Albanian</div><div>Shqip</div><div>Keni të drejtën për përkthyes falas gjatë vizitës mjeksore. Ju lutem tregoni me gisht gjuhën që flisni. Ju lutem prisni, do t'ju gjejme një përkthyes për viziten mjekësore.</div></div>	<div><div>Amharic</div><div>አማርኛ</div><div>ያለምንም ወጪ አስተርጓሚ የማግኘት መብት አለዎት። የሚናገሩትንና የሚረዱትን ቋንቋ በመጠቀም ያመልክቱ። አስተርጓሚ አስኪጠራ ድረስ አባክዎ ይታገሱ።</div></div>	<div><div>Arabic</div><div>عربي</div><div>يحق لك الحصول على خدمات ترجمة فورية دون أي مقابل. يُرجى منك أن تُشير بإصبعك إلى لُغتك كي نستدعي المترجم المعني. يُرجى منك الإنتظار لحين استدعاء المترجم.</div></div>	<div><div>Armenian</div><div>Հայերեն</div><div>Դուք իրավունք ունեք առանց որևէ վճարի թարգմանիչ ունենալ: Խնդրում ենք մատնանշել ձեր լեզուն և ձեր համար թարգմանիչ կկանչենք: Խնդրում ենք սպասել:</div></div>
<div><div>Bengali</div><div>বাংলা</div><div>আপনার অধিকার রয়েছে বিনামূল্যে একজন দোভাষী পাওয়ার। অনুগ্রহ করে আপনার ভাষা কোনটি তা দেখিয়ে দিন। একজন দোভাষীকে ডাকা হবে।অনুগ্রহ করে অপেক্ষা করুন।</div></div>	<div><div>Cape Verdean Creole</div><div>Criolu di Cabu Verdi</div><div>Nhôs tem direito a um intérprete gratuito di nhôs língua. Mostra qual qui nhôs língua pa nô podi tchoma intérprete. Nhôs aguarda um momento, por favor.</div></div>	<div><div>Chinese - Simplified</div><div>中文</div><div><div><div>Cardonese</div><div>广东话</div></div><div><div>Mandarin</div><div>国语</div></div><div><div>Toisanese</div><div>台山话</div></div><div><div>Taiwanese/Fukienese</div><div>台湾话/福建话</div></div><div><div>Min</div><div>闽语</div></div></div><div>你有权利要求一位免费的传译员。请指出你的语言。传译员将为你服务，请稍候。</div></div>	<div><div>Chinese - Traditional</div><div>中文</div><div><div><div>Cardonese</div><div>廣東話</div></div><div><div>Mandarin</div><div>國語</div></div><div><div>Toisanese</div><div>台山話</div></div><div><div>Taiwanese/Fukienese</div><div>台灣話/福建話</div></div><div><div>Min</div><div>閩語</div></div></div><div>你有權利要求一位免費的傳譯員。請指出你的語言。傳譯員將為你服務，請稍候。</div></div>
<div><div>Chuukese</div><div>Fosun Chuuk</div><div>Mi wor om pungon pwe ewpe wor noum chon chiaku me esap wor niwinin ngonuk. Kose mochen kopwe atapa om pwisin fosun fonu. Aupwe kokori emon chon chiaku. Kose mochen kopwe uitikem.</div></div>	<div><div>Dari</div><div>دری</div><div>شما حق دارید که یک مترجم داشته باشید بدون آنکه پولی بابت آن بدهید. لطفاً به زبان خود اشاره کنید. یک مترجم برایتان درخواست خواهد شد. لطفاً منتظر بمانید</div></div>	<div><div>French</div><div>Français</div><div>Vous avez droit gratuitement aux services d'un interprète. Veuillez indiquer votre langue. Nous allons contacter un interprète. Veuillez patienter si'il vous plaît!</div></div>	<div><div>German</div><div>Deutsch</div><div>Sie haben kostenlosen Anspruch auf eine/n Dolmetscher/in. Bitte deuten Sie auf Ihre Sprache. Ein/e Dolmetscher/in wird gerufen. Bitte warten Sie.</div></div>
<div><div>Greek</div><div>Ελληνικά</div><div>Είναε δικαίωμά σας να χρησιμοποιήσετε διαρμηνέα χωρίς κομία χρηματική επιβάρυνση. Σας παρακαλούμε, υποδείξτε τη γλώσσα που μιλάτε. Θα ειδοποιήσουμε ένα διαρμηνέα. Παρακαλώ περιμένετε.</div></div>	<div><div>Haitian Creole</div><div>Kreyòl Ayisyen</div><div>Ou gen dwa a yon entèprèt gratis. Tanpri montre nou lang pa w la. N ap rélé yon entèprèt pou ou. Tanpri ret tann.</div></div>	<div><div>Hebrew</div><div>עברית</div><div>יש לך את הזכות למתורגמן ללא כל עלות. לך. אנא הצבע על השפה שלך. המתורגמן ייקרא. אנא המתן.</div></div>	<div><div>Hindi</div><div>हिंदी</div><div>आपको बिना कोई शुल्क दिए दुभाषिया सेवा पाने का अधिकार है। कृपया अपनी भाषा को इंगित करें। दुभाषिया को बुलाया जाएगा। कृपया प्रतीक्षा करें।</div></div>
<div><div>Hmong</div><div>Hmoob</div><div>Koj muaj cai txais kev pab txhais lus dawb tsis them nyiaj. Thov taw tes rau koj hom lus nov. Mam hu tus txhais lus. Thov nyob tos.</div></div>	<div><div>Italian</div><div>Italiano</div><div>Avete diritto ad un interprete. Il servizio è gratuito. Indicate la vostra lingua e attendete; un interprete sarà chiamato al più presto.</div></div>	<div><div>Japanese</div><div>日本語</div><div>通訳を無料でご利用になれます。該当する言語を指示して下さい。通訳を手配いたしますのでお待ち下さい。</div></div>	<div><div>Khmer</div><div>ខ្មែរ</div><div>សេវាកម្មបកប្រែឥតគិតថ្លៃ។ មានសិទ្ធិឲ្យមានអ្នកបកប្រែដោយឥតគិតថ្លៃ។ សូមប្រាប់ភ្នែកលេខនៃភាសារបស់លោកអ្នក។ ក្រសួងការ៖ ហៅឲ្យអ្នកបកប្រែឡើងវិញ។ សូមប្រតិបត្តិ។</div></div>

<div><div>Korean</div><div>언어</div><div>여러분은 무료로 전문 통역자의 도움을 받을 권리가 있습니다. 왼쪽의“한국어”를 손가락으로 가르켜 주십시오. 전문 통역자에게 연결 될 것입니다. 잠시만 기다려 주십시오.</div></div>	<div><div>Laotian</div><div>ລາວ</div><div>ທ່ານມີສິດຂໍບາຍແປພາສາໂດຍບໍ່ຄ່າ. ກະຊວງຊີວິດາສາຂອງທ່ານ. າຍພາສາຈະຖືກເອ້ນມາ. ກະຊວງວ່າ. </div></div>	<div><div>Nepali</div><div>नेपाली</div><div>तपाईंसँग बिना शुल्क दोभाषे प्राप्त गर्ने अधिकार छ। कृपया आफ्नो भाषालाई संकेत गर्नुहोस्। दोभाषेलाई बोलाइनेछ। कृपया पर्खनुहोस्।</div></div>	<div><div>Persian</div><div>فارسی</div><div>شما حق دارید که یک مترجم داشته باشید بدون آنکه پولی بابت آن بدهید. لطفاً به زبان خود اشاره کنید. یک مترجم برایتان درخواست خواهد شد. لطفاً منتظر بمانید.</div></div>
<div><div>Polish</div><div>Język Polski</div><div>Masz prawo do korzystania z usług polskiego tłumacza. Usługa ta jest na nasz koszt. Proszę wskazać swój język. Proszę czekać. Łączymy z tłumaczem.</div></div>	<div><div>Portuguese</div><div>Português</div><div>Você tem o direito a um intérprete de graça. Por favor aponte para a língua que você fala. Um intérprete será chamado. Por favor espere.</div></div>	<div><div>Romainian</div><div>Română</div><div>Aveți dreptul la serviciile unui interpret, gratuit. Vă rugăm să indicați limba dumneavoastră. Vom contacta un interpret. Vă rugăm să așteptați.</div></div>	<div><div>Russian</div><div>Русский</div><div>Вы имеете право на услуги бесплатного переводчика. Укажите, пожалуйста, на Ваш язык. Переводчик будет вызван. Пожалуйста, подождите.</div></div>
<div><div>Serbo-Croatian</div><div>Srpsko-Hrvatski jezik</div><div>Vi imate pravo na besplatnog prevodioca. Molimo vas da pokažete na vaš govorni jezik. Prevodilac ce biti pozvan. Hvala i molimo vas da sačekate.</div></div>	<div><div>Somali</div><div>Soomaali</div><div>Waxaad xaq u leedahay in tarjumaan lacag la'aan ah laguugu yeero. Fadlan farta ku fiiq luqaddaada. Tarjumaan ayaa laguugu wacayaa. Ee fadlan sug!</div></div>	<div><div>Spanish</div><div>Español</div><div>Usted tiene derecho a un intérprete gratis. Por favor, señale su idioma y llamaremos a un intérprete. Por favor, espere.</div></div>	<div><div>Swahili</div><div>Swahili</div><div>Ni haki yako kuwa na mtafsiri bila malipo yoyote. Tafadhali chagua lugha yako kati ya hizi. Mtafsiri ataitwa. Tafadhali ngoja.</div></div>
<div><div>Tagalog</div><div>Tagalog</div><div>Ikaw ay may karapatan na magkaroon ng tagapagsalin na walang bayad. Ituro ang iyong wika. Ang tagapagsalin ay tatawagin. Maghintay.</div></div>	<div><div>Thai</div><div>ไทย</div><div>ท่านมีสิทธิขอล่ามแปลภาษาโดยไม่มีค่าใช้จ่ายใด ๆ กรุณาชี้ที่ภาษาของท่าน กรุณาเรียกผู้ เราจะ โทรศัพทเรียกล่ามให้ท่าน</div></div>	<div><div>Ukrainian</div><div>Українська</div><div>У Вас є право на безплатного перекладача. Будь ласка, вкажіть на Вашу мову, і Вам покличуть перекладача. Почекайте, будь ласка.</div></div>	<div><div>Urdu</div><div>اردو</div><div>آپ مفت ترجمانی کی خدمات کے مستحق ہیں۔ براہ کرم اپنی زبان کی طرف اشارہ کیجئے۔ آپ کے لئے ایک ترجمان کا انتظام کیا جائیگا۔ براہ کرم انتظار کیجئے۔</div></div>
<div><div>Vietnamese</div><div>Tiếng Việt</div><div>Quý vị có quyền được một thông dịch viên miễn phí. Xin chỉ vào ngôn ngữ của quý vị. Chúng tôi sẽ gọi một thông dịch viên. Vui lòng chờ trong giây lát.</div></div>	<div><div>Pashto</div><div>pakhto</div><div>تاسو د دې حق لرئ چې يو شفاهي ژباړونکی له کوم لګښت پرته ولرئ. د خپلې ژبې پر لور اشاره وکړئ. يوه اړونده شفاهي ژباړونکي ته به زنگ ووهل شي. په مهرباني سره انتظار وکړئ.</div></div>	<div><div>Mam</div><div>toj qyol</div><div><div></div><div><i>At toklena tu'n tok q'o'n jun xjal tx'ixpul tyola mya' chjo'n ti'j. B'inchima xtalb'il, q'umantz alkye tyola. Kxe'l q'olb'it jun xjal tx'ixpul yol. B'a'n tz'ayona.</i></div></div></div>	





AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: Community Justice & Rehabilitation Services

PRESENTED BY: Greg Rikhoff, Assistant County Administrator
Denise Walters, Public Safety Coordinating Council Staff

AGENDA TITLE: Order/ In the Matter of Approving the 25-27 Community Corrections Act Plan, Acceptance of 25-27 Grant-in-Aid Funding, and Delegating Authority to the County Administrator to Sign Any Associated Grant Documents, Sub-Contracts, and Related Materials.

I. MOTION

Adopt the order to approve the 2025-27 Community Corrections Act Plan, accept 2025-27 Grant-in-Aid funding, and delegate authority to the County Administrator to sign any associated grant documents, sub-contracts, and related materials.

II. AGENDA ITEM SUMMARY

The Board is being asked by the Lane County Public Safety Coordinating Council (PSCC) to approve the 2025-27 Community Corrections Act Plan and accept the associated Grant-in-Aid funding (GIA). The Board is also being asked to delegate authority to the County Administrator to sign any associated grant documents, sub-contracts, and related materials.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and other History

The Public Safety Coordinating Council (PSCC) is a statutorily required advisory council to the Board of County Commissioners. As part of this role, the PSCC recommends budgets, associated documents, and associated amendments for Grant-in-Aid grant funds to the Board of County Commissioners (BCC) for adoption.

On September 9, 2025, members of the Public Safety Coordinating Council presented to the Board of County Commissioners the funding landscape for Community Corrections Act programs as well as for programs supported with Justice Reinvestment Program funds. Materials for that presentation included the 2025-27 Community Corrections Act Plan Draft and associated Grant-in-Aid budget developed over the course of six (6) Public Safety Coordinating Council Budget Committee meetings. On September 18, 2025, the full PSCC approved the Plan and Budget as drafted or as amended to include any contribution of local funds.

On October 14, 2025, the Board of County Commissioners approved a general fund contribution to Community Justice and Rehabilitation Services Parole and Probation Program (\$3,759,533) and to Sponsors, Inc. Reentry Services and Transitional Housing (\$695,531.75). The Board also approved General Fund support for the Sheriff's Work Crew, however the Work Crew is not included in the CCA Plan for this biennium. The Public Safety Coordinating Council thanks the Board for this essential support of the Public Safety system.

The 25-27 CCA Plan and GIA budget attached for approval only differs from the draft Plan presented September 9th in the addition of General Fund dollars to the cover sheet, budget summary, and the applicable program description sheets.

B. Policy Issues

Oregon Revised Statutes 423.560, adopted in 1995, mandates development of a local public safety coordinating council to develop and recommend to the Board of County Commissioners a plan for use of state resources to serve the local offender population. Oregon Administrative Rule 291-031-0240 states that the county's Community Corrections Plan shall be reviewed and approved by the local public safety coordinating council prior to being submitted to the Oregon Department of Corrections (DOC). DOC 2025-2027 County Community Corrections Biennial Plan Instructions state: "The plan must be developed and recommended by the Local Public Safety Coordinating Committee and approved by the County Commissioners."

C. Board Goals

The Community Corrections Act Plan and Grant-in-Aid funded programming addresses several Lane County Strategic Plan 2025-2027 goals and objectives though are strongly aligned with Goal #1 – Safe and Healthy County.

GOAL 1: SAFE AND HEALTHY COUNTY

The programming supported with Grant-in-Aid funds provides community

supervision, housing, healthcare (physical and mental) access and homelessness prevention. Sustainable funding models for community safety are not addressed given the eligible uses of Grant-in-Aid funds.

D. Financial and/or Resource Considerations

For the 2025-2027 biennium the Legislature allocated \$279,800,000 statewide to Grant-in-Aid, the minimum possible to avoid triggering the opt out clause for counties. For the 2025-27 biennium, Lane County's GIA allocation share is 9.17%. This percentage share is based on the share established by the Department of Corrections under the Community Corrections Act and based on three point-in-time snapshots of the number of people on supervision in Lane County. Lane County's 25-27 GIA allocation is \$25,647,605.

E. Health Implications

The health, welfare, and safety of those involved in the criminal system, their victims, Lane County employees, and the community are at risk without GIA funds and supported programming.

All services recommended for funding are designed to reduce crime, recidivism, and prison utilization while increasing community safety by providing supports needed for sustained behavior change as well as recovery for victims and their families.

F. Analysis

The PSSC Workplan Workgroup and subset thereof met four (4) times and the PSSC Budget Committee met six (6) times to develop and submit the CCA Plan and GIA budget fund proposals advanced to the Board with unanimous support.

G. Alternatives/Options

1. Adopt the motion to approve the 25-27 CCA Plan and Grant-in-Aid budget, accept grant funding, and delegate authority to the County Administrator to sign any associated grant documents, sub-contracts, and related materials.
2. Do not approve the 25-27 CCA Plan nor accept Grant-in-Aid funds.
3. Provide direction on CCA Plan or GIA budget changes.

IV. RECOMMENDATION

The PSSC recommends the Board approve the motion stated above.

V. TIMING/IMPLEMENTATION

Upon approval the Plan, with a signed Order and Award Agreement, will be submitted to the Department of Corrections for review and approval.

VI. FOLLOW-UP

The PSCC will collect data and monitor program progress quarterly for all funded programs.

VII. ATTACHMENTS

Board Order

A. 2025-27 Community Corrections Act Plan

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-03

In the Matter of Approving the 25-27
Community Corrections Act Plan, Accepting
25-27 Grant-in-Aid Funding, and Delegating
Authority to the County Administrator to Sign
Any Associated Documents, Subcontracts,
and Related Materials.

WHEREAS, The Board of Commissioners must approve a Community Corrections Plan (Plan) for Lane County in order to receive Grant-in-Aid and related funds from Oregon Department of Corrections; and

WHEREAS, pursuant to ORS 423.520 and ORS 423.478, Lane County was allocated funds for the 2025-2027 biennium to provide supervision, sanctions, and services for adult felony offenders; and

WHEREAS, Lane Manual Chapter 20 sets forth policy regarding award of contracts for services and policy regarding signatory authority of the County Administrator; and

WHEREAS, the Plan and budget were developed by the Lane County Community Safety and Health Council, Lane County's Local Public Safety Coordinating Council, and are recommended for approval;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approval of the 2025-27 Community Corrections Act (CCA) Plan, attached as Attachment A and acceptance of Grant-in-Aid funds; and
2. Delegation of signing authority to the County Administrator for any associated grant documents, subcontracts, and related materials.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners

Lane County 2025-2027 Community Corrections Biennial Plan

Item 4.b.1

Department of Corrections 3723 Fairview Industrial Drive SE Salem, Oregon 97310	<i>For Office Use Only</i> Date Received:
Address: Lane County Administration, 125 E. 8 th Ave. Eugene, OR 97401 Phone: 541-682-4203 Fax: 541-682-4616	
Community Corrections Director/Manager: Greetje Brunsmann Address: Community Justice and Rehabilitation Services, 2699 Roosevelt Blvd. Eugene, OR 97402 Phone: 541-682-6540 Fax: Email: greetje.brunsmann@lanecountyor.gov	
Sheriff: Carl Wilkerson Address: 125 E. 8 th Ave. Eugene, OR 97401 Phone: 541-682-4150 Fax: 541-682-2722 Email: carl.wilkerson@lanecountyor.gov	
Jail Manager: Captain Greg Rice Address: Lane County Sheriff's Office, Adult Corrections Division, 101 W. 5 th Ave. Eugene, OR 97401 Phone: 541-682-2264 Fax: 541-682-2128 Email: gregory.rice@lanecountyor.gov	
Supervisory Authority: Steve Mokrohisky, County Administrator Address: 125 E. 8 th Ave. Eugene, OR 97401 Phone: 541-682-4450 Fax: 541-682-2722 Email: Steve.mokrohisky@lanecountyor.gov Supervisory Authority: Carl Wilkerson Address: 125 E. 8 th Ave. Eugene, OR 97401 Phone: 541-682-4150 Fax: 541-682-2722 Email: carl.wilkerson@lanecountyor.gov	
LPSCC Contact: Denise Walters, Principal Planner Address: 859 Willamette Street, Suite 500 Eugene, OR 97401 Phone: 541-682-4341 Fax: 541-682-4099 Email: dwalters@lcog-or.gov	
<u>Biennial Budget</u>	
State Grant-in-Aid Fund:	<u>\$25,647,605.00</u>
DOC M57 Supplemental Fund:	<u>\$1,331,177.08</u>
CJC Justice Reinvestment Grant:	<u>\$2,971,694.72</u>
CJC Treatment Court Grant:	<u>\$363,798.00</u>
County General Fund:	<u>\$4,455,064.75</u>
Supervision Fees:	<u>\$68,000.00</u>
Biennial Carryover (GIA, M57, FSAPP):	<u>\$100,000.00</u>
Other Fees:	<u>\$10,300.00</u>
Other State or Federal Grant:	<u>\$1,416,221.65</u>
Other:	<u>\$208,270.00</u>
<u>Total:</u>	<u><u>\$36,572,131.20</u></u>

Program Name:	LCSD Electronic Monitoring Program	Item 4.b.1
Program Description:	The Electronic Monitoring Program (EMP) is an incarceration alternative that utilizes electronic transmitting and receiving devices to continuously monitor the assigned location of a participant. The Treatment Courts are using M57 funds to ensure 3 bracelets are available for use by the program with the opportunity to pivot to other alternatives to incarceration based on individual circumstance and as determined by the Treatment Court team. The M57 dollars in this program will cover the \$22.95 per day cost of the program available 24/7/365. This will remove the cost barrier to the client for being placed on the program.	
Program Category:	Community-Based Custodial Alternatives	
Program Objectives:	Provide alternatives to incarceration for Treatment Courts as evidenced by the percentage of program participants successfully completing the sanction.	
Method(s) of Evaluation:	Outputs: Number of Treatment Court participants utilizing; number of successful completions. Outcomes: Percent of program participants with continued engagement or successful completion of Treatment Court. Tools: Monthly program reports.	

Monthly Average to be Served: 3

Type of Offender(s) Served:

☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

☒ Felony
☒ Misdemeanor

Gender:

☒ Male
☒ Female

Risk Level:

☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

☐ State Grant-In-Aid Fund
☒ DOC M57 Supplemental Fund
☐ Family Sentencing Alternative Program
☐ Transitional Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant

Other: Please Identify
☐



Item 4.b.1

Additional Comments: This will provide 3 bracelets for use 24/7/365 it is difficult to say how many people will be served given the variation in length of sanctions, so we applied a minimum monthly average of 3.

Program Name:	Community Service	Item 4.b.1
Program Description:	The Community Service Program serves the Circuit Courts, the District Attorney and Parole & Probation. The DA uses this program for diversion, and P&P uses it as a sanction alternative. Multiple work sites are approved for offender placement. The Community Service Program provides the opportunity for all offenders, including those on Parole or Probation, with the opportunity to serve their sentence/sanction by working for non-profit organizations or government agencies in lieu of occupying a jail bed.	
Program Category:	Community Service and Work Crew	
Program Objectives:	To enforce Circuit Court, and P&P sanction orders. To provide reparation to the community through community service hours performed.	
Method(s) of Evaluation:	From monthly program reports we will assess percentage of program participants successfully completing the program, number of offenders in compliance with supervisory orders, number of successful completions, percentage of participant providing community service hours.	

Monthly Average to be Served: 9

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☐ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- ☒ State Grant-In-Aid Fund \$90,422.12
☐ DOC M57 Supplemental Fund
☐ Family Sentencing Alternative Program
☐ Transitional Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant
 Other: Please Identify
☐

Revised: 9/11/2025

☐☐

Item 4.b.1

Additional Comments:

Program Name:	Jail	Item 4.b.1
Program Description:	<p>The Lane County Adult Corrections facility is a secure jail which houses a diverse complement of Adults in Custody (AIC) in a variety of housing configurations (dormitories and single cells) and classifications (minimum, medium and maximum). Because of the necessity to release due to overcrowding, the jail uses a validated risk assessment on arrestees/AICs to retain custody of the highest risk offenders. Offenders are evaluated for alternative program placement and participate in work, education and treatment programming. The jail incorporates a variety of public and private partnerships to provide services to offenders inside the jail and to aid in the transition of released offenders who have continuing needs. The jail houses Adults in Custody on Parole and Probation sanctions and felony offenders sentenced to less than one year imprisonment.</p> <p>DOC M57 funds support three (3) jail beds which may pivot to any alternative custodial sanctions (work crew, alcohol monitoring, electronic monitoring) depending on what is best for the adult in custody based on a determination made by the PO with other Treatment Court team members as appropriate.</p>	
Program Category:	Custodial/Sanction Beds	
Program Objectives:	<p>To enforce State, Court, and local supervisory authority orders as evidenced by keeping designated offenders securely incarcerated while maintaining the safety of the public, the jail staff, and the Adults in Custody.</p> <p>To provide rehabilitative and transitional opportunities to offenders as resources allow</p>	
Method(s) of Evaluation:	<p>Outputs: Number of offenders incarcerated; number of disciplinary actions; number of incarcerated offenders who participated in education, treatment programs or peer support for drug/alcohol abuse/addiction recovery. Number of rehabilitation programs offered to offenders in jail.</p> <p>Outcomes: Average daily population; percent of incarcerated offenders receiving disciplinary action(s); number of GED tests taken; number of GED's awarded.</p> <p>Tools: Monthly Reports.</p>	

Monthly Average to be Served: 49

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- | | |
|--|----------------|
| ☒ State Grant-In-Aid Fund | \$7,534,410.23 |
| ☒ DOC M57 Supplemental Fund | \$454,884.90 |
| ☐ Family Sentencing Alternative Program | _____ |
| ☐ Transitional Fund | _____ |

Revised: 8/25/2025

☐ CJC Justice Reinvestment Grant	<div></div>
☐ CJC Treatment Court Grant	<div></div>
☒ County General Fund	<div></div>
☐ Supervision Fees	<div></div>
☐ Biennial Carryover (GIA, M57, FSAP)	<div></div>
☐ Other Fees (revenue)	<div></div>
☐ Other State or Federal Grant	<div></div>
Other: Please Identify	
☐	<div></div>
☐	<div></div>
☐	<div></div>

Additional Comments:

Program Name:	Sex Offender Treatment Services	Item 4.b.1
Program Description:	The program applies the University of Cincinnati's Cognitive-Behavioral Interventions for Sex Offender Treatment (CBI-SO) curriculum designed for individuals that are of moderate to high risk/need in sexual offending and well suited for criminal justice populations. This intervention relies on a cognitive behavioral approach to teach participants strategies for avoiding reoffending. The program places heavy emphasis on skill building activities to assist with cognitive, social, emotional, and coping skill development. Such strategies have routinely demonstrated high treatment effects including our specific population. Curriculum components include pretreatment as needed, Motivational Enhancement, Cognitive Restructuring, Emotional Regulation, Social Skills, Problem Solving, and Relapse Prevention and aftercare.	
Program Category:	Behavioral Health Tx Services - Sex Offender Tx	
Program Objectives:	<p>Assist clients in making lasting behavioral change by addressing dynamic risk factors to enhance community safety by reducing recidivism.</p> <p>Effectively address risk, needs, responsivity: The County and treatment provider work in close collaboration to effectively address risk, needs, responsivity in accordance with an established treatment plan. This will be done in accordance to the supervisory authority orders.</p> <p>Reduce criminal behavior.</p> <p>No more victims.</p>	
Method(s) of Evaluation:	<p>1. County will observe program, interview participants, and may review program with CPC process and provide feedback and coaching based on results.</p> <p>2. The program did receive a CPC review with minor corrections, a second CPC checklist review may occur during the biennium.</p> <p>3. SO recidivism will be an indicator of treatment program success.</p>	

Monthly Average to be Served: 45

Type of Offender(s) Served:	Crime Category:	Gender:	Risk Level:
☒ Probation	☒ Felony	☒ Male	☒ High
☒ Parole/Post-Prison	☐ Misdemeanor	☒ Female	☒ Medium
☒ Local Control			☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)
Center for Family Development	Sex Offender	

Funding Sources

☒ State Grant-In-Aid Fund	\$240,000.00
☐ DOC M57 Supplemental Fund	_____
☐ Family Sentencing Alternative Program	_____
☐ Transitional Fund	_____
☐ CJC Justice Reinvestment Grant	_____

Revised: 8/25/2025

☐ CJC Treatment Court Grant	_____
☐ County General Fund	_____
☐ Supervision Fees	_____
☐ Biennial Carryover (GIA, M57, FSAP)	_____
☐ Other Fees (revenue)	_____
☐ Other State or Federal Grant	_____
Other: Please Identify	
☐	_____
☐	_____
☐	_____

Additional Comments:

Program Name:	Sponsors Supervised Housing for Men with Sex Offense Convictions	Item 4.b.1
Program Description:	Provide long-term housing and support for medium and high risk males with sex offense convictions. Monitor compliance with supervision conditions. Identify and screen applicants who struggle to find appropriate housing in the community because of their conviction history. Work in junction with Lane County Parole and Probation to provide future housing and employment support to clients.	
Program Category:	Transition Services	
Program Objectives:	<p>To reduce criminal behavior through close monitoring and use of cognitive behavioral interventions with high-risk individuals with sex offense convictions.</p> <p>To assist clients in achieving self-sufficiency and desist from criminal behavior by:</p> <ul style="list-style-type: none"> - acquiring full-time employment and/or schooling or public benefits (SSI/SSDI, etc.) - maintaining abstinence from drugs and alcohol - maintaining stable, sustainable housing - maintaining compliance with conditions of release. 	
Method(s) of Evaluation:	<p>Outputs: Number of clients with no new felony convictions during three year period, number of program participants, number of successful program completions defined by acquiring stable housing and obtaining employment and/or schooling.</p> <p>Outcomes: Percent of referred clients who successfully secure and maintain stable income and housing.</p> <p>Tools: Transitional Housing Program Report</p>	

Monthly Average to be Served: 10

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☐ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- | | |
|--|--------------|
| ☒ State Grant-In-Aid Fund | \$138,119.00 |
| ☐ DOC M57 Supplemental Fund | _____ |
| ☐ Family Sentencing Alternative Program | _____ |
| ☐ Transitional Fund | _____ |
| ☐ CJC Justice Reinvestment Grant | _____ |
| ☐ CJC Treatment Court Grant | _____ |
| ☐ County General Fund | _____ |
| ☐ Supervision Fees | _____ |

Revised: 8/25/2025

☐ Biennial Carryover (GIA, M57, FSAP)

☐ Other Fees (revenue)

☐ Other State or Federal Grant

Other: Please Identify

☐

☐

☐

Additional Comments:

Program Name:	Outpatient Substance Abuse Treatment	Item 4.b.1
Program Description:	The program uses the University of Cincinnati's Cognitive-Behavioral Interventions for Substance Abuse (CBI-SA) curriculum designed for individuals that are moderate to high need in the area of substance abuse and well suited for criminal justice populations. The curriculum has been incorporated into our program. As the name of the curriculum suggests, this intervention relies on a cognitive behavioral approach to teach participants strategies for avoiding substance abuse. The program places heavy emphasis on skill building activities to assist with cognitive, social, emotional, and coping skill development. Such cognitive behavioral strategies have routinely demonstrated high treatment effects, including when used with our correctional population. Program facilitators have been trained by UCCI staff. The components of the curriculum include pretreatment as needed, Motivational Enhancement, Cognitive Restructuring, Emotional Regulation, Social Skills, Problem Solving, and Relapse Prevention.	
Program Category:	Behavioral Health Tx Services - CBT	
Program Objectives:	To reduce criminal behavior through reduced use of alcohol and other drugs. To enforce Court orders through judicial supervision of offenders in the Lane County Drug Court. To assist offenders to change through addiction disorder and criminality treatment.	
Method(s) of Evaluation:	1. County will perform program observation and program participant interviews. When reviewed, County will provide feedback and make suggestions to improve services. 2. As available, the County will incorporate the Correctional Program Checklist (CPC) process. A CPC has been conducted and they have met it successfully with few corrections. 3. The County will utilize recidivism to gauge graduate success. 4. Monthly participant data reporting.	

Monthly Average to be Served: 21

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)
Emergence	Outpatient Substance Abuse	\$160k GIA,

Funding Sources

- ☒ State Grant-In-Aid Fund \$160,000.00
☐ DOC M57 Supplemental Fund
☐ Family Sentencing Alternative Program
☐ Transitional Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant

Revised: 8/25/2025

☐ County General Fund	<hr/>
☐ Supervision Fees	<hr/>
☐ Biennial Carryover (GIA, M57, FSAP)	<hr/>
☐ Other Fees (revenue)	<hr/>
☐ Other State or Federal Grant	<hr/>
Other: Please Identify	
☐	<hr/>
☐	<hr/>
☐	<hr/>

Additional Comments:

Program Name:	Lane County Community Supervision	Item 4.b.1
Program Description:	<p>The mission of Lane County Parole and Probation is to improve the quality of life in Lane County by effectively responding to risk, need and promoting positive change. The Department has embraced a balanced approach involving both evidence-based practices (EBP) and community policing as its guiding philosophies to deliver supervision services to our client population. Key EBP components of this department are the use of validated risk, need, and responsivity (barriers) assessments, identifying/prioritizing top criminogenic risk factors, developing a professional alliance with those we are charged to supervise, motivational interviewing, developing/utilizing an individualized case plan in collaboration with our clientele, contributing to dosage in utilizing regular cognitive behavioral interventions/ skill building exercises, use of pre-treatment programming to ensure readiness, regular use of incentives, utilizing swift individual sanctions to reduce risk/ needs and have continued to place a strong emphasis on program evaluation. As of November 2025, Parole and Probation supervises 1789 felony cases and 586 misdemeanor cases. Our client population totals 2158. Per the Public Safety Checklist (PSC) we have identified 1324 low risk cases, 498 medium risk cases, 240 high risk cases and 17 cases that are new and unclassified. We have begun to pivot and are using the PSC as a guiding tool in prioritizing who we supervise. Regardless of PSC, all clients convicted of sex offenses, those convicted of domestic violence offenses, Short Term Transleave (STTL), emerging adults (those under 25 yoa), those with elder or child victim person-to-person crimes, will be supervised for a period of time, regardless of PSC level. We currently have two officers assigned to our Intake Unit to process all clients new to supervision, two officers assigned to our Modified Supervision Unit, with one Corrections' Technician for those two units. We continue to not have the personnel bandwidth to supervise our medium risk general crime population, which totals approximately 175 individuals. The department recognizes that no two individuals are the same. In working with individuals, Officers are trained to utilize a variety of validated assessments to identify the specific risk, needs and barriers of our client population. These assessments include PSC, Proxy, LS/CMI, LSIR-SV, WRNA, Stable, Static, Acute, ODARA, URICA, PHQ-9, TCUDS, Mental Health Screening, and P-SCAN. From these assessments, Officers generate individualized and prescriptive case plans aimed to reduce barriers, risk and needs. Contributing to dosage, in collaboration with the client, the majority of the Officers time is spent building skills that support prosocial behavior. The department's basic approach to teaching skills include: (1) defining the skills to be learned; (2) modeling the skill for the client; (3) rehearsing (or role playing) the skill; (4) practicing the skill in increasingly difficult situations; and (5) providing constructive feedback. To assist Officers and clients in skill building process, Officers utilize cognitive behavioral interventions to address the primary criminogenic drivers. Officers utilize Carey BITs, Courage to Change Journals, SAFE (Domestic Violence Specific), Starting Over (Sex Offender Specific), Beyond Trauma (Women Specific), Beyond Anger (Women Specific), Pathways to Change (Women Specific) and access to a full time post conviction victim advocate to unpack and work through trauma. To further meet the specialized needs of the department's client population, the department has developed specialized caseloads to include sex offense, domestic violence, Treatment Court (drug, veteran and mental health), 416 (downward departure cases), justice involved women, mental health, emergin adults (under 25 yoa) and transition services (Alternative Incarceration Program). In addition to specialized assignments, the program offers new client orientation, pre-sentence investigations/ sentence recommendations, Board of Parole hearings and field investigations. The department's field supervision caseloads are divided and organized into geographic regions within the county to increase client accessibility, facilitate community partnerships, officer familiarity with the community and to aid in effective community policing efforts. Several Officers are "outstationed" in metro and rural agencies, including Eugene Police Department (EPD) substations, Junction City, Creswell, Florence Justice Center, Veneta substation for the Sheriff's Office, and Oakridge. These outstationed assignments have increased collaboration with other agencies which include law enforcement and social service agencies.</p>	
Program Category:	Supervision	
Program Objectives:	<p>The department's objective is to improve the quality of life in Lane County. Above all, the department will utilize evidence based strategies to promote community safety and uphold the orders of both the Courts and Board of Parole. The Program shall provide swift, certain</p>	

Revised: 11/3/2025

	<p>and individualized responses to both violations of supervision conditions and proscribed behaviors demonstrated during the course of supervision. Through a balanced approach of accountability and rehabilitation, the department strives to achieve lasting community safety and recognize clientele as individuals. Working with individuals, the department will assess and prioritize risk, needs and barriers. The department will work collaboratively with clientele to develop a strength based plan that aims to navigate pro-social change and reduce risk. The department will work in tandem with our community partners in striving to achieve the evidence based dosage benchmarks required to promote optimal change in the lives of those we work with. In the process, with a full time post-conviction victim advocate the department will strive to restore those impacted by crime and trauma.</p>
Method(s) of Evaluation:	<p>Performance Evaluation- Review and build upon the core competencies that have been identified in accordance with the department's brand. Continuous Quality Improvement- department supervisors perform random case reviews, utilize dashboards for compliance with OAR's, office/ field observations and anonamously administer the professional alliance inventory with charged clientele. Caseload Sizes- Assess workload. Adhering to the risk principle, the department is capping caseloads that operate at 50:1(medium/high risk cases) and 40:1 (high risk cases). Given the identified risk, need and responsivity of our target population, we recognize that this workload is still too high for the level of intervention we hope to achieve. Assessments- Mandated participation in the statewide inter-rater reliability assessment exercises. Departmental leadership regularly assesses the number of current and overdue PSC, LS/CMI and other specialized assessments. Case Planning- Departmental supervisors are including standardized officer goals to improve case planning within our performance evaluation process. Recidivism Outcomes: Number/percent of supervised clientele with no new felony convictions during a three year period.</p>

Monthly Average to be Served: 2230

Type of Offender(s) Served:

☒ Probation

☒ Parole/Post-Prison

☒ Local Control

Crime Category:

☒ Felony

☒ Misdemeanor

Gender:

☒ Male

☒ Female

Risk Level:

☒ High

☒ Medium

☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

☒ State Grant-In-Aid Fund

\$14,665,602.79

☒ DOC M57 Supplemental Fund

\$363,270.00

☐ Family Sentencing Alternative Program

☐ Transitional Fund

☒ CJC Justice Reinvestment Grant

\$594,624.29

☒ CJC Treatment Court Grant

\$363,798.00

☒ County General Fund

\$3,759,533.00

☒ Supervision Fees

\$68,000.00

☒ Biennial Carryover (GIA, M57, FSAP)

\$100,000.00

☒ Other Fees (revenue)	<u>\$10,300.00</u>
☒ Other State or Federal Grant	<u>\$1,416,221.65</u>
Other: Please Identify	
☐	
☒ Investment Earnings	<u>\$110,000.00</u>
☐	<u></u>

Item 4.b.1

Additional Comments:

Program Name:	Reentry Services and Transitional Housing	Item 4.b.1
Program Description:	<p>Sponsors provides (drug and alcohol free) transitional housing and wraparound support services to homeless, indigent adults with criminal histories on active supervision in Lane County. Programs are located in buildings staffed 24 hours per day, and provide support to achieve self-sufficiency. Sponsors fosters family re-unification, allowing women with children to live together. Clients move from homelessness and indigence toward self-sufficiency in a short period of time while accessing services designed to decrease future criminal behavior. Case managers provide in-house 1:1 support to develop life skills and adjustment to daily life, and they utilize evidence-based risk/needs assessments to make referrals to appropriate cognitive behavioral programs. Sponsors provides clothing, food, bedding, towels, and basic hygiene items; and case managers assist clients in obtaining, as needed, identification, food, transportation, health and dental care, and appropriate public benefits. Sponsors requires all clients who are able to secure full time work or be enrolled full time in school, and its Reentry Resource Center (RRC) provides support to seek and obtain employment. Once employed, clients are supported in learning financial management and budgeting skills so that they are financially positioned to acquire long term, stable housing upon program completion. RRC staff support clients to apply for and obtain long-term housing in the community. Upon successful completion of the program, participants have:</p> <ul style="list-style-type: none"> • Met all release conditions established by the Board of Parole and Post-Prison Supervision. • Been drug free at program exit • Secured employment, enrolled in school, or qualified for public benefits (SSI, SSDI). • Secured stable, long-term housing 	
Program Category:	Transition Services	
Program Objectives:	<p>To reduce criminal behavior, increase self-efficacy among those at highest risk to reoffend, and improve public safety by providing for basic needs and delivering evidence-based cognitive behavioral interventions.</p> <p>Program participants will have accomplished the following upon successful completion:</p> <ul style="list-style-type: none"> • Met all release conditions established by the Board of Parole and Post-Prison Supervision. • Remained clean and sober, as evidenced by twice weekly drug and alcohol screens.. • Secured employment, enrolled in school, or qualified for public benefits (SSI, SSDI). • Secured stable, long-term housing 	
Method(s) of Evaluation:	<p>Outputs: Number of individuals with no new felony convictions during three year period, number of program participants, number of successful program completions defined by acquiring stable housing and obtaining employment and/or schooling.</p> <p>Outcomes: Percent of referred individuals who obtain stable housing, develop economic self-sufficiency, and maintain abstinence from drugs and alcohol.</p> <p>Tools: Quarterly Client Census & Data Report.</p>	

Monthly Average to be Served: 25

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Revised: 11/8/2025

		Item 4.b.1

Funding Sources

☒ State Grant-In-Aid Fund	\$1,288,539.45
☒ DOC M57 Supplemental Fund	\$61,000.00
☐ Family Sentencing Alternative Program	
☐ Transitional Fund	
☒ CJC Justice Reinvestment Grant	\$1,403,185.80
☐ CJC Treatment Court Grant	
☒ County General Fund	\$695,531.75
☐ Supervision Fees	
☐ Biennial Carryover (GIA, M57, FSAP)	
☐ Other Fees (revenue)	
☐ Other State or Federal Grant	
Other: Please Identify	
☒ Transition Fund	\$98,270
☐	
☐	

Additional Comments: Note the GIA budget includes \$1,230,750.45 for Reentry Services and Transitional Housing as well as \$57,789 for use as crisis funds (to cover glasses, fees for identification documents, medicine/prescriptions, etc.).

Program Name:	Cognitive Behavioral Therapy/Motivational Enhancement Therapy	Item 4.b.1
Program Description:	<p>In Lane County, we have adopted the following curricula:</p> <ol style="list-style-type: none"> 1. Motivational Enhancement Therapy (MET) 2. Thinking For a Change (Available when funding allows) <p>Motivational Enhancement Therapy (MET) helps individuals overcome their ambivalence or resistance to behavior change. MET focuses on increasing intrinsic motivation by raising awareness of a problem, adjusting any self-defeating thoughts regarding the problem, and increasing confidence in one's ability to change.</p> <p>Thinking For a Change is a cognitive-behavioral curriculum designed to help justice-involved individuals identify and change their criminogenic thinking and behaviors. It is group-based program that focuses on skill development and problem-solving techniques.</p>	
Program Category:	Behavioral Health Tx Services	
Program Objectives:	<p>At time of Intake, motivation is assessed via the University of Rhode Island Change Assessment (URICA). Those who assess as pre-contemplative or contemplative are referred to MET. Those who assess as being in the preparation, action or maintenance stage are referred to Thinking for a Change or other appropriate programming per their identified risk/needs profile and in accordance with their case plan.</p> <p>Our programming aims to achieve the following:</p> <p>MOTIVATIONAL ENHANCEMENT THERAPY (MET)</p> <ol style="list-style-type: none"> 1. Express empathy: Facilitators create a supportive environment in order to help an individual feel accepted and respected, and then engage in reflective listening rather than direct confrontation. 2. Develop discrepancy: In MET, the facilitator directs attention toward the discrepancy between an individual's desired state of being and that individual's actual state of being. 3. Developing self-efficacy: The facilitator supports the development of individual's confidence in their ability to make positive changes. 4. Roll with resistance: Instead of directly confronting any resistance on the part of the individual, the facilitator uses it to explore motivations and concerns. <p>THINKING FOR A CHANGE (T4C)</p> <p>The main goals of T4C include:</p> <ol style="list-style-type: none"> 1. Cognitive Restructuring 2. Social Skills Development 3. Problem-Solving Skills 4. Lasting Behavioral Change 5. Reduced Criminal Thinking 6. Improved Decision-Making 7. Enhanced Self-Awareness and Accountability 8. Respectful Dialogue 9. Community Safety 	
Method(s) of Evaluation:	<ol style="list-style-type: none"> 1. The Sponsors Deputy Director will observe all programming groups quarterly to ensure fidelity to the respective models and effective facilitation. 2. County may perform program observation and program participant interviews. When reviewed, County will provide feedback and make suggestions to improve services. 3. As available, the County will incorporate the Correctional Program Checklist (CPC) process. 	

Revised: 8/25/2025

Monthly Average to be Served: 8

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)
Sponsors	Cognitive Behavioral Therapy/Motivational Enhancement Therapy	GIA \$17,593; JRP: \$217,356

Funding Sources

- | | |
|--|--------------|
| ☒ State Grant-In-Aid Fund | \$17,593.00 |
| ☐ DOC M57 Supplemental Fund | _____ |
| ☐ Family Sentencing Alternative Program | _____ |
| ☐ Transitional Fund | _____ |
| ☒ CJC Justice Reinvestment Grant | \$217,356.00 |
| ☐ CJC Treatment Court Grant | _____ |
| ☐ County General Fund | _____ |
| ☐ Supervision Fees | _____ |
| ☐ Biennial Carryover (GIA, M57, FSAP) | _____ |
| ☐ Other Fees (revenue) | _____ |
| ☐ Other State or Federal Grant | _____ |
| Other: Please Identify | |
| ☐ | _____ |
| ☐ | _____ |
| ☐ | _____ |

Additional Comments:

Program Name:	Re-entry Lane (RLAN)	Item 4.b.1
Program Description:	Re-entry Lane (RLAN) is an alternative custody program which requires DOC sentenced Adults in Custody to seek and secure employment or education opportunities as a condition of program participation. Adults in Custody make payments toward restitution, court costs, and program housing costs, and they participate in treatment programs at Sponsors and in the community, consistent with their needs. RLAN eligible Adults in Custody will have the ability to attend GED course instruction and receive a 60 day transition period in a structured environment through the Sheriff's Office's Electronic Monitoring Program (EMP) while at Sponsors. RLAN works with Sponsors to address specific criminogenic needs including pre-release reach-ins, case planning, moral recognition therapy, education, employment services, intensive case management, alcohol and drug treatment, mental health treatment, transitional housing, mentoring and transportation. The CCA dollars in this program will cover the \$22.95 per day cost of the EMP program.	
Program Category:	Other Programs and Services	
Program Objectives:	To enforce Department Of Correction (DOC) orders as evidenced by the number of program participants successfully completing the program. To assist offenders to change as indicated by rates of employment, participation in training, treatment or educational activities. To provide reparation to victims.	
Method(s) of Evaluation:	<p>Outputs: Number of offenders in compliance with supervisory orders (accountability checks); number of successful completions (of components – employment, training/education, treatment); amount of restitution paid.</p> <p>Outcomes: Percent of successful program completions; Percent of program participants employed; Percent of participants in training/educational activities; Percent of program participants' restitution payments made.</p> <p>Tools: Monthly program reports.</p>	

Monthly Average to be Served: 3

Type of Offender(s) Served:

- ☐ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☐ Female

Risk Level:

- ☐ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- ☒ State Grant-In-Aid Fund 50260.50
☐ DOC M57 Supplemental Fund
☐ Family Sentencing Alternative Program
☐ Transitional Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant

Revised: 8/25/2025

☐ County General Fund	<hr/>
☐ Supervision Fees	<hr/>
☐ Biennial Carryover (GIA, M57, FSAP)	<hr/>
☐ Other Fees (revenue)	<hr/>
☐ Other State or Federal Grant	<hr/>
Other: Please Identify	
☐	<hr/>
☐	<hr/>
☐	<hr/>

Additional Comments:

Program Name:	Rentry Lane (RLAN) Reentry Services and Transitional Housing - Sponsors	Item 4.b.1
Program Description:	<p>This program is a partnership between Sponsors, Inc. and the Lane County Sheriff's Office to provide custodial reentry services at the Lane County Residential Reentry Center (RRC). This is a step-down model where offenders are placed on electronic monitoring by the Lane County Sheriff's Office (LCSO) for the first 60 days at Sponsors on Post-Prison Supervision (PPS) or Short Term Transitional Leave (STTL). This project will serve eligible DOC inmates for 60 days. Eligible inmates are screened by the DOC, LCSO, and Sponsors to meet the following criteria: 1) Assessed as medium to high risk to reoffend (based on LS/CMI scores) ; 2) Scheduled to release to Lane County; 3) Identified as eligible for Sponsors transitional housing program (most will have already applied); 4) be within 60 days of release on PPS or STTL; and 5) have no identified housing upon release. Program participants will engage in a range of services designed to reduce specific criminogenic risk factors. Programming includes Employment Services to assist participants to become employment ready; Cognitive Skill Building - programming includes MET and Thinking for Change (T4C); and Mentoring services that screen, identify, train, match, and case manage individuals with community volunteers who commit to mentoring for a minimum of six months.</p>	
Program Category:	Transition Services	
Program Objectives:	To reduce criminal behavior through targeted cognitive behavioral interventions and increase self-sufficiency. To successfully complete 60 day program and Short Term Transitional Leave (STTL).	
Method(s) of Evaluation:	<p>Outputs: Number of individuals with no new felony convictions during three year period; number of individuals who successfully complete 60 day program; number of individuals who successfully complete STTL</p> <p>Outcomes: Percentage of referred individuals who successfully transition to Sponsors and complete transitional housing program having obtained stable housing; secured employment and/or benefits to support economic self-sufficiency; and are drug free at program completion (as evidenced by drug screens).</p> <p>Tools: LCSO Reports; Quarterly Client Census & Data Report</p>	

Monthly Average to be Served: 5

Type of Offender(s) Served:

- ☐ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- ☒ State Grant-In-Aid Fund \$256,161.91
☐ DOC M57 Supplemental Fund
☐ Family Sentencing Alternative Program
☐ Transitional Fund

Revised: 8/25/2025

☐ CJC Justice Reinvestment Grant	
☐ CJC Treatment Court Grant	
☐ County General Fund	
☐ Supervision Fees	
☐ Biennial Carryover (GIA, M57, FSAP)	
☐ Other Fees (revenue)	
☐ Other State or Federal Grant	
Other: Please Identify	
☐	
☐	
☐	

Additional Comments:

Program Name:	Justice Involved Women: Anger, Violence, and Trauma	Item 4.b.1
Program Description:	<p>This program contains the following strategies to address the criminogenic risk/ need factors specific to justice involved women: Specialized Personnel. This program has identified and developed three (3) specialized and committed officers who are supported with these funds. These officers have received extensive training to ensure officer competence in providing effective dosage in gender responsive curricula to include a trauma-informed, strength based and cognitive modality. These trainings have involved national experts including Emily Salisbury, Stephany Covington and Ashley Bauman. In addition, this program contains a post conviction victim advocate who has been trained to unpack, explore, resolve and prevent trauma. Womens Risk Need Assessment (WRNA). We have incorporated the WRNA as our primary risk and needs assessment for women. This assessment has been identified as the backbone to our case management and planning strategies with assigned justice involved women. Beyond Anger & Violence (Stephanie Covington). This curriculum was incorporated to target a primary criminogenic need for women. This is a twenty-one session, research-based, and manualized curriculum for women who are struggling with the issue of anger and who are in community settings. Beyond Anger & Violence is the first manualized intervention for women that focuses on their anger, as well as the anger and violence they may have experienced from others. It utilizes a variety of evidence-based therapeutic strategies (i.e., psycho-education, role playing, mindfulness activities, cognitive behavioral restructuring and grounding skills for trauma triggers). Beyond Trauma (Stephanie Covington) This curriculum was incorporated to target a primary criminogenic need for women. This is a 12 session manualized curriculum that incorporates the insights of neuroscience with the latest understanding of trauma and PTSD. Each session has also been adapted for girls. Beyond Trauma is based on theory, research, and clinical experience. The evidence-based materials are designed for trauma treatment, although the connection between trauma and addiction in women's lives is a primary theme throughout. The three modules include background on and understanding of trauma; typical responses to trauma; and strategies for healing. Beyond Trauma teaches women what trauma is, its process, and its impact. The training includes interactive exercises that demonstrate techniques that counselors can use to help clients develop coping skills, as well as emotional wellness. Pathways to Change (Ashley Bauman). This curriculum was incorporated to assist staff in structuring conversations and interventions with justice involved women. This offers guided casework activities to address the needs identified on the Women's Risk Needs Assessment: antisocial attitudes, education, employment and finances, antisocial peers, anger/hostility, mental health, abuse/trauma, substance use, family, intimate relationships, parenting, and self-efficacy. This guide offers a series of 22 core worksheets which can be applied to any need area, 17 skills sets to address skill deficiencies, and 15 specialty worksheets with applications to particular need areas. The collaborative approach in these interventions empowers women to solve their own problems, fosters a team approach to case management, and equips women to succeed both inside and outside of the criminal justice system. Moving on (Marilyn Van Dieten). This curriculum was incorporated to address the many risk factors that can lead to a woman's criminal behavior. It provides women with alternatives to criminal activity through skill development, skill enhancement and skill maintenance in the areas of healthy relationships and stress management. We have also begun incorporating the The Change Company's workbooks that are geared around the drivers of women's criminality, based on the WRNA. Gender specific housing. In partnership with Sponsors, we have established extensive transitional housing resources for releasing justice involved women. Lane County has established housing that provides case management, and identified treatment services. Gender specific reporting center. In collaboration with Homes For Good (Housing Authority), separate and removed from our male population, Lane County Parole/ Probation operates a trauma informed reporting center for women. This therapeutic environment houses two full time officers, a victim advocate and a childcare provider/ daycare. The space provides evidence based supervision services that include assessment, advocacy, case planning, skill building and graduated skill practice through small intervention groups.</p>	
Program Category:	Other Programs and Services	
Program Objectives:	The objective of this program is to utilize evidence based strategies to identify the criminogenic risk factors that are specific to women, be competent in targeting accurate	

Revised: 11/3/2025

	drivers in antisocial behavior and deploy effective strategies to reduce identified risk and need. The ultimate objective is to improve the quality of life and reduce recidivism.	Item 4.b.1
Method(s) of Evaluation:	Program Personnel Performance Evaluation- Review and build upon the core competencies that have been identified for this program and in accordance with Lane County's brand. Continuous Quality Improvement- Program Supervisors perform random case reviews, dashboard reviews office/ field observations and administer the professional alliance inventory. Caseload Sizes- Assess workload. The Program is striving to develop mediu/high risk female caseloads of 40:1. We recognize that this workload is still too high for the level of intervention we hope to achieve. Assessments- Mandated participation in the statewide inter-rater reliability WRNA exercises. Program Leadership regularly assesses the number of current and overdue PSC and Womens Risk Need Assessments. Case Planning- Program Supervisors are including standardized officer goals to improve case planning within our Performance Evaluation Process. Recidivism Outcomes: Number/percent of supervised clientele with no new felony convictions during a three year period. Where applicable, the County will incorporate provider coaching to CPC standards and where available the Correctional Program Checklist (CPC) evaluation on idenitified treatment services.	

Monthly Average to be Served: 181

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☐ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

☒ State Grant-In-Aid Fund	\$819,808.00
☐ DOC M57 Supplemental Fund	_____
☐ Family Sentencing Alternative Program	_____
☐ Transitional Fund	_____
☒ CJC Justice Reinvestment Grant	\$756,529.63
☐ CJC Treatment Court Grant	_____
☐ County General Fund	_____
☐ Supervision Fees	_____
☐ Biennial Carryover (GIA, M57, FSAP)	_____
☐ Other Fees (revenue)	_____
☐ Other State or Federal Grant	_____
Other: Please Identify	_____
☐	_____

Revised: 11/3/2025

☐☐

Item 4.b.1

Additional Comments:

Program Name:	Treatment Courts - Wrap Around	Item 4.b.1
Program Description:	<p>The Lane County has three treatment court programs that use Measure 57 Supplemental funds for drug addicted persons: Adult Treatment Court (ATC), Veterans Treatment Court (VTC), and Mental Health Court (MHC) serve drug-addicted persons charged with a crime listed in ORS 137.717, convicted of a crime listed in ORS 137.717, or those who have been convicted of predicate crimes related to ORS 137.717 and who have been placed on community supervision, and scoring a medium to high-risk of recidivism using the Level of Service, Case Management Inventory (LS/CMI) risk assessment tool. Mental Health Court (MHC) participants also have a diagnosis of Severe Persistent Mental Illness (SPMI) with a co-occurring substance use disorder. The M57 funds shown here (not represented under other Program Descriptions) support program incentives for ATC, MHC, and VTC, 1 FTE Peer Support, .33 FTE VTC Case Manager, 1 FTE Court Liaison from Treatment Provider. Treatment Courts are evidence based and implemented according to National Association of Drug Court Professions Best Practice Standards (https://allrise.org/publications/standards/) and Oregon Specialty Court Standards.</p>	
Program Category:	Other Programs and Services	
Program Objectives:	<p>1. Ensure participants receive evidence based, data driven services;</p> <p>2. Provide ancillary services to reduce recidivism and achieve wellness and long-term recovery;</p> <p>3. Ensure the program operates in a manner consistent with principles of justice, protects public safety, and preserves the constitutional rights of all participants; and</p> <p>4. Ensure participants are identified and assessed quickly for criminogenic risk and need.</p>	
Method(s) of Evaluation:	Outputs: Successful completion (graduation), opt-in rates 50% or greater, % hearings completed	

Monthly Average to be Served: 102

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- ☐ State Grant-In-Aid Fund
- ☒ DOC M57 Supplemental Fund \$401,761.68
- ☐ Family Sentencing Alternative Program _____
- ☐ Transitional Fund _____
- ☐ CJC Justice Reinvestment Grant _____
- ☐ CJC Treatment Court Grant _____
- ☐ County General Fund _____

Revised: 8/25/2025

☐ Supervision Fees	<hr/>
☐ Biennial Carryover (GIA, M57, FSAP)	<hr/>
☐ Other Fees (revenue)	<hr/>
☐ Other State or Federal Grant	<hr/>
Other: Please Identify	<hr/>
☐	<hr/>
☐	<hr/>
☐	<hr/>

Additional Comments:

Program Name:	Long Term Housing for People with Criminal Histories	Item 4.b.1
Program Description:	The Oaks at 14th is a 54-unit low-income apartment complex developed through a joint project between Sponsors, Lane County Parole and Probation, and the Housing And Community Services Agency of Lane County (Housing Authority). The facility was designed to provide long-term housing for individuals on supervision on Lane County who struggle to find appropriate housing in the community. Priority access is provided to male veterans, seniors, sex offenders and people with disabilities. The facility includes a community building with offices for one Lane County Parole Officer, a gym, conference room, computer lab. Additionally, Sponsors provides individualized case management and other wraparound services for residents. The \$9.4 million capital project was fully funded through a combination of Low Income Housing Tax Credits, SDC waivers, private foundation grants, and \$100,000 in funding from the HB 3194 Justice Reinvestment Grant Program.	
Program Category:	Transition Services	
Program Objectives:	<p>To reduce homelessness and criminal behavior by providing structured long-term housing coupled with cognitive behavioral interventions.</p> <p>To assist residents to achieve long term stability and self-sufficiency while desisting from criminal behavior by:</p> <ul style="list-style-type: none"> - maintaining abstinence from drugs and alcohol - engaging in program services while residing at "the Oaks" - acquiring long-term, permanent housing prior to completion of the term of supervision - maintaining compliance with the conditions of release 	
Method(s) of Evaluation:	Outputs: Number of offenders with no new felony convictions during three year period, number of program participants, number of successful program completions defined by acquiring stable housing	

Monthly Average to be Served: 54

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☐ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- ☒ State Grant-In-Aid Fund \$386,688.00
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees

Revised: 8/25/2025

☐ Biennial Carryover (GIA, M57, FSAPP)

☐ Other Fees (revenue)

☐ Other State or Federal Grant

Other: Please Identify

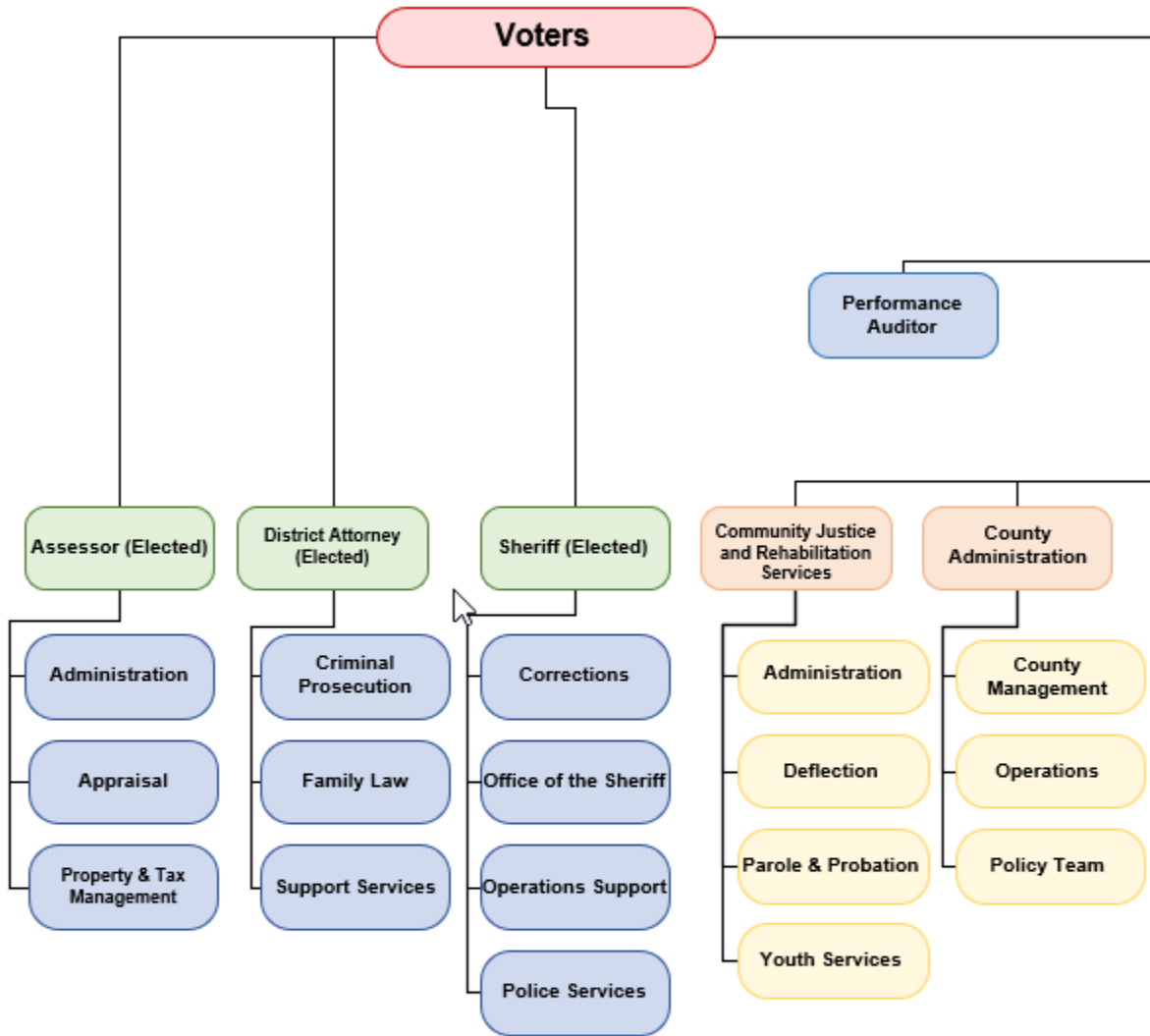
☐☐☐

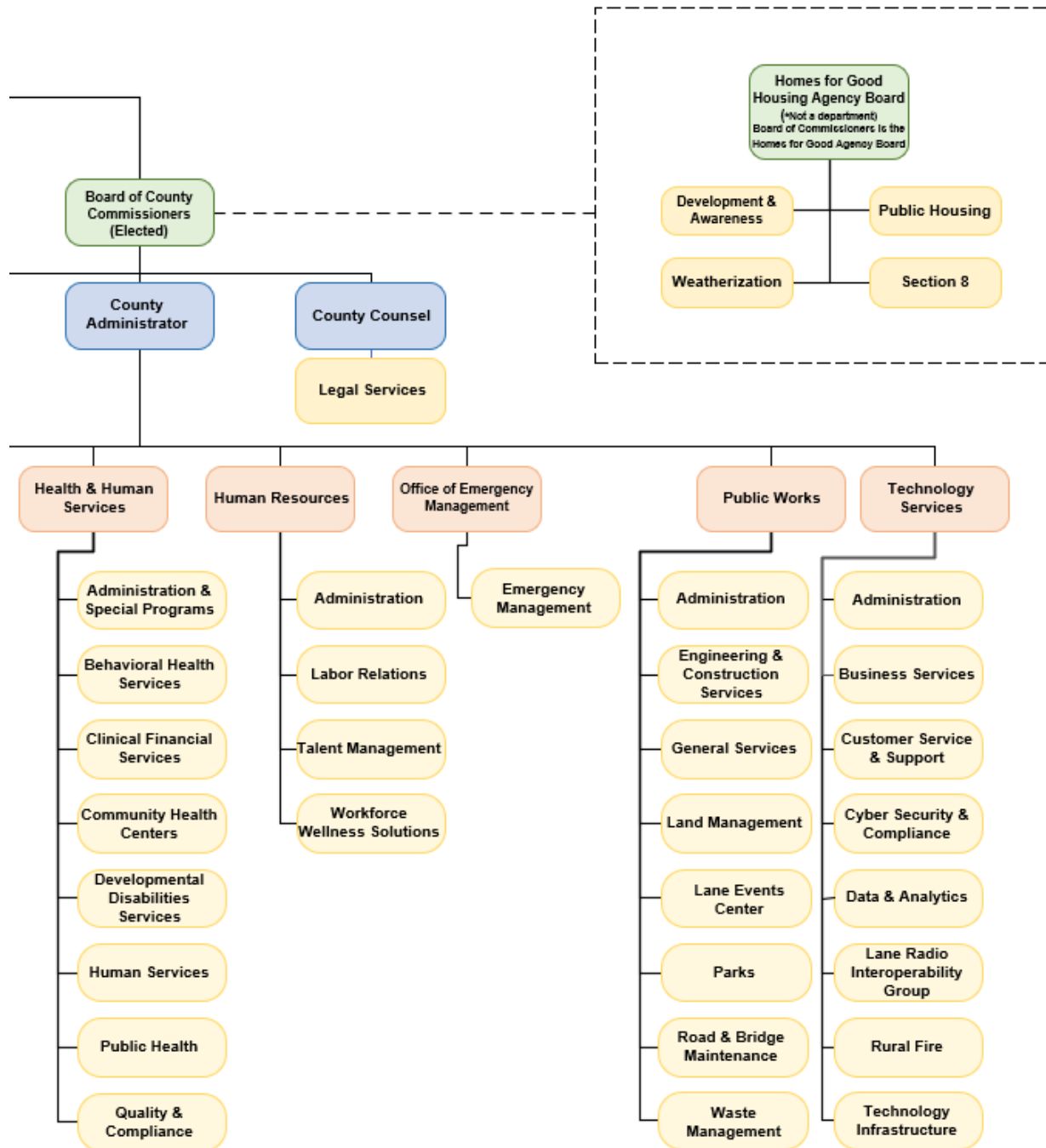
Additional Comments:

Item 4.b.1

**Lane County Community Supervision
2025-2027 Community Corrections Budget Summary**

Program Name	Grant in Aid	All Other Funds and Fees	Total
Electronic Monitoring Treatment Court	\$0.00	\$50,260.50	\$50,260.50
Community Service Program	\$90,422.12	\$0.00	\$90,422.12
Jail	\$7,534,410.23	\$454,884.90	\$7,989,295.13
Sex Offender Treatment Services	\$240,000.00	\$0.00	\$240,000.00
Supervised Sex Offender Housing	\$138,119.00	\$0.00	\$138,119.00
Outpatient Substance Abuse Treatment	\$160,000.00	\$0.00	\$160,000.00
Lane County Community Supervision	\$14,665,602.79	\$6,785,746.94	\$21,451,349.73
Reentry Services and Transitional Housing	\$1,288,539.45	\$2,257,987.55	\$3,546,527.00
Cognitive Behavioral Therapy and Motivation Enhancement Therapy	\$17,593.00	\$217,356.00	\$234,949.00
Reentry Lane (RLAN)	\$50,260.50	\$0.00	\$50,260.50
RLAN Support Services and Transitional Housing	\$256,161.91	\$0.00	\$256,161.91
Justice Involved Women's Initiative	\$819,808.00	\$756,528.63	\$1,576,336.63
Long Term Housing for People with Criminal Histories	\$386,688.00	\$0.00	\$386,688.00
Treatment Court Misc	\$0.00	\$401,761.68	\$401,761.68
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total	\$25,647,605.00	\$10,924,526.20	\$36,572,131.20





PSCC OFFICERS

CHAIR, ERIN REYNOLDS
Florence City Manager

VICE CHAIR, RYAN CENIGA
County Commissioner

VOTING MEMBERS

NANCY PANCE
Community Member

GREETJE BRUNSMANN
Community Corrections Manager

SHAWN MCWEENY
Community Member

PATTI ROBB
Interim Health & Human Services
Youth Services Division Manager

PAULINE GICHOHI
Health & Human Services
Community Mental Health Director

CARL WILKERSON
Sheriff

TBD
Community Member

JAY MCALPIN
Circuit Court Presiding Judge

CAITLIN PLUMMER
Public Defender

CHRISTOPHER PAROSA
District Attorney

JAMI RESCH
Chief, Springfield Police
Department

CHRIS SKINNER
Chief, Eugene Police Department

SARAH STEWART
Victim Services Representative

ALAN ZELENA
Eugene Councilor

JOCELYN WARREN
Health & Human Services
Public Health Manager (Health)

ANNIE HERZ
Reentry Services Provider

NON-VOTING MEMBERS

JASON JONES
Oregon Youth Authority Supervisor

STEVE MOKROHISKY
County Administrator

CHRIS PHILLIPS
Oregon State Police
Representative

September 18, 2025

David Loveall, Chair
Lane County Board of Commissioners
125 E. 8th Avenue
Eugene, OR 97401

Dear Commissioner Loveall:

Oregon Revised Statutes 423.475 to 423.565, adopted in 1995, mandates development of a local public safety coordinating council (PSCC) to develop and recommend to the Board of County Commissioners a comprehensive plan which provides for coordination of community-wide services involving treatment, education, employment, and intervention strategies aimed at crime prevention. Oregon Administrative Rule 291-031-0240 states that the plan shall be reviewed and approved by the local public safety coordinating council prior to being submitted to the Department of Corrections. Oregon Department of Corrections 2025-2027 County Community Corrections Biennial Plan Instructions state, "The plan must be developed and recommended by the Local Public Safety Coordinating Council and reviewed and approved by the County Commissioners".

To meet these requirements, on September 9, 2025 the Board of County Commissioner received a draft Plan from the PSCC's Budget Committee, on September 18, 2025 the Lane County Public Safety Coordinating Council (PSCC) reviewed Lane County's Community Corrections Plan and associated budget for 2025-2027 developed by the PSCC Budget Committee and adopted a motion to forward the Plan to the Board of County Commissioners with a recommendation for adoption and submission to the Oregon Department of Corrections for funding.

Sincerely,

A handwritten signature in blue ink that reads "ERReynolds".

Erin Reynolds,
PSCC Chair
Florence City Manager

**INTERGOVERNMENTAL AGREEMENT #6908
BETWEEN THE STATE OF OREGON AND LANE COUNTY**

This Intergovernmental #6908 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Lane County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.593 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adult on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2025** and will remain in effect until **June 30, 2027** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies, designated drug-related misdemeanors, or designated person misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
 - b. Indicator: the percentage of community service hours provided by adults on supervision.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
1. Network Information System Access and Security, OAR 291-005-0005 through 291-005-0075.
 2. Transfer (Community Corrections), OAR 291-019-0100 through OAR 291-019-0225.
 3. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 4. Pre-sentence Reports, OAR 291-038-0005 through 291-038-0050.
 5. Structured, Intermediate Sanctions, OAR 291-058-0010 through OAR 291-058-0070.
 6. Short-term Transitional Leaves, Emergency Leaves, and Supervised Trips, OAR 291-063-0100 through 291-063-1040.
 7. Records Management (AIC and Offender), OAR 291-070-0100 through OAR 291-070-0140.
 8. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 9. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 10. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 11. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 12. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 13. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 14. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 16. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.
 17. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 18. Sex Offender Notification Levels, OAR Chapter 255, Division 85

19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.
- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.

- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the committee described in ORS 423.150 and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.
- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure

this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.

- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of each of the following dates; 7/1/25, 10/1/25, 1/1/26, 4/1/26, 7/1/26, 10/1/26, 1/1/27, and 4/1/27.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY pursuant to ORS 423.570 and its administrative rules will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-

Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.

- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall biennially review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION COUNTY shall comply with the contribution, ADR, subcontractor indemnity and subcontractor insurance requirements set forth in Exhibit C.

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without

effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.

- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
 - 1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 - 2. The responsibility for supervision of and provision of correctional services to misdemeanor offenders does not revert to DEPARTMENT under any circumstances except those of adults on supervision convicted of designated drug-related misdemeanors or designated person misdemeanors.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.

COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

LANE COUNTY
BOARD OF COMMISSIONERS

Eric McDowell, Contracts Officer

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Nina Englander per email dated 5/19/2025
Assistant Attorney General

EXHIBIT A
BUDGET SUMMARY
LANE COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)

EXHIBIT B

LANE COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
LANE COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts 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 incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: County Counsel

PRESENTED BY: Lisa Lacey

AGENDA TITLE: ORDER/ In the Matter of Resolving the Workers' Compensation Claims of Zack Doak

I. MOTION

Move the Board approve settlement of the workers' compensation claim of Zack Doak.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve the settlement of the workers' compensation claims of Zack Doak

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Former Deputy Zack Doak sustained an on-the-job injury.

B. Financial and/or Resource Considerations

Settling the claim for \$175,000 will reduce future costs for wage loss and vocational rehabilitation.

C. Health Implications

None.

D. Analysis

Settling the claim is in the best interest of the County and employee and will decrease future expenditures.

E. Alternatives/Options

The settlement could be denied and the County will continue to incur expenses related to mandatory vocational rehabilitation to educate the employee to be able to procure a position with the same earning potential. The employee would continue to receive wage replacement during the training period.

IV. RECOMMENDATION

Recommend approval of settlement.

V. TIMING/IMPLEMENTATION

Implementation is immediate.

VI. ATTACHMENTS

Board Order

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-04

In the Matter of Resolving the Workers'
Compensation Claims of Zack Doak

IT IS HEREBY ORDERED, that the Risk Manager or their delegate is authorized to settle and fully resolve the Workers' Compensation claims of Zack Doak for the sum of \$175,000.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025
PRESENTED TO: Board of County Commissioners
DEPARTMENT: Health & Human Services
PRESENTED BY: Jonathan Mattingly
AGENDA TITLE: ORDER/ In the Matter of Approving Contract Actions with Oregon Housing and Community Services, A Family for Every Child, Delta Oaks Group LLC, and McKesson Med Surge and Delegating Authority to the County Administrator, Their Designee, or Their Sub-Delegate to Sign the Approved Actions.

I. MOTION

Move to approve contract actions with Oregon Housing and Community Services, A Family for Every Child, Delta Oaks Group LLC, and McKesson Med Surge and delegating authority to the County Administrator, their designee, or their sub-delegate to sign the approved actions.

II. DISCUSSION

A. Background / Analysis

Health & Human Services has two contracts and three amendments which need Board approval and delegation to the County Administrator, their designee, or their sub-delegate for signature.

Contractor:	A Family for Every Child
Title:	HUD CoC YHDP Alder Host Homes
Contract Type:	Expense
Amendment Amount: (if applicable)	\$100,000
Approved Amount	\$350,000
Approved Begin:	7/1/2025
Approved Through:	6/30/2030

Contract Number:	59569
Description:	Provide Host Home services for youth under 25 in Lane County
Selection Process:	Request for Proposal
Previous BOs:	None
Funding Source	Housing Urban Development
Health Implication Area Impacted:	Poverty, homelessness and poor nutrition are strongly associated with poor health outcomes and lowered life expectancy.
Policy Issues:	Will assist Lane County Health & Human Services in meeting the goal of promoting and protecting the health and well-being of individuals, families and our communities through the provision of equitable and timely access to services.
Board Goals:	Safe and Healthy County. Support partnerships and collaborations to improve the health of our community.
Purpose:	Add Funds

Contractor:	Delta Oaks Group LLC
Title:	Delta Oaks Clinic Lease
Contract Type:	Expense
Amendment Amount: (if applicable)	\$800,000
Approved Amount	\$4,060,000
Approved Begin:	6/1/2015
Approved Through:	10/31/2030
Contract Number:	51935
Description:	Lease for CHC Delta Oaks Clinic
Selection Process:	Exempt per LM 20.200.110
Previous BOs:	15-05-05-04
Funding Source	CHC Revenues

Health Implication Area Impacted:	Access to and use of Community Health Clinics, including prescription medications, can prevent hospitalizations and serious health outcomes and can have a positive impact on quality of life, the ability to work, and the ability to participate in other activities which contribute to overall health.
Policy Issues:	Will assist Lane County Health & Human Services in meeting the goal of promoting and protecting the health and well-being of individuals, families and our communities through the provision of equitable and timely access to services.
Board Goals:	Safe and Healthy County. Support partnerships and collaborations to improve the health of our community.
Purpose:	Delegate authority to the County Administrator to perform contract actions.

Contractor:	McKesson Med Surge
Title:	GPO Pricing for Medical Supplies
Contract Type:	Expense
Amendment Amount: (if applicable)	\$700,000
Approved Amount	\$2,954,157
Approved Begin:	2/1/2010
Approved Through:	06/30/2029*
Contract Number:	20921
Description:	Agreement to grant CHC access to GPO pricing for medical-surgical products only
Selection Process:	Exempt - Specific to LM 20.200.110
Previous BOs:	22-07-12-03, 20-10-20-05, 18-09-11-05, 17-06-20-03, 16-06-21-08, 15-07-21-04, 12-8-01-03, 12-06-13-01, 12-08-01-03, 10-06-23-02
Funding Source	CHC Funds

Health Implication Area Impacted:	Access to and use of safe medications and medical supplies, can prevent hospitalizations and serious health outcomes and can have a positive impact on quality of life, the ability to work, and the ability to participate in other activities which contribute to overall health.
Policy Issues:	Will assist Lane County Health & Human Services in meeting the goal of promoting and protecting the health and well-being of individuals, families and our communities through the provision of equitable and timely access to services.
Board Goals:	Safe and Healthy County. Support partnerships and collaborations to improve the health of our community.
Purpose:	Add funding

Contractor:	Oregon Housing and Community Services
Title:	Long-Term Rent Assistance Program
Contract Type:	Revenue
Amendment Amount: (if applicable)	None
Approved Amount	\$8,750,000
Approved Begin:	7/1/2025
Approved Through:	6/30/2027
Contract Number:	59899
Description:	Provide Ongoing rent subsidies to eligible low-income households, ensuring long-term housing stability and preventing a return to homelessness.
Selection Process:	None
Previous BOs:	None
Funding Source	N/A
Health Implication Area Impacted:	Access to stable and affordable housing can have a positive impact on quality of life, the ability to work and the ability to participate in other activities which contribute to overall health.

Policy Issues:	Will assist Lane County Health & Human Services in meeting the goal of promoting and protecting the health and well-being of individuals, families and our communities through the provision of equitable and timely access to services.
Board Goals:	Safe and Healthy County. Support partnerships and collaborations to improve the health of our community.
Purpose:	Delegate authority to execute all documents necessary to receive funds.

Contractor:	Oregon Housing and Community Services
Title:	Oregon Eviction Diversion and Prevention Program
Contract Type:	Revenue
Amendment Amount: (if applicable)	None
Approved Amount	\$2,750,000
Approved Begin:	7/1/2025
Approved Through:	9/30/2027
Contract Number:	59900
Description:	Seeks to divert households from homelessness and further housing instability who are at risk of experiencing Housing loss within 21 days.
Selection Process:	None
Previous BOs:	None
Funding Source	N/A
Health Implication Area Impacted:	Access to stable and affordable housing can have a positive impact on quality of life, the ability to work and the ability to participate in other activities which contribute to overall health.
Policy Issues:	Will assist Lane County Health & Human Services in meeting the goal of promoting and protecting the health and well-being of individuals, families and our communities through the provision of equitable and timely

	access to services.
Board Goals:	Safe and Healthy County. Support partnerships and collaborations to improve the health of our community.
Purpose:	Delegate authority to execute all documents necessary to receive funds.

B. Health Implications

The applicable contracts and amendments impact the Lane County Community Health Improvement Plan (CHIP) adopted via Board Order 21-01-26-07. Further details regarding the health implications and impacted areas are specified under each contract and amendment in A. Background/Analysis.

C. Alternatives/Options

1. Approve the actions in Exhibit A and delegate authority to the County Administrator or their designee to sign the approved actions.
2. Approve some of the actions listed in Exhibit A and direct staff to not enter into or revise others.
3. Do not approve the actions listed in Exhibit A.

III. RECOMMENDATION

1. Lane County Health & Human Services recommends #1 - Approve the actions listed in Exhibit A and delegate authority to the County Administrator or their designee to sign the approved actions.

IV. ATTACHMENTS

Board Order

Exhibit A – November 18, 2025 Contracts and Amendments List

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-05

In the Matter of Approving Contract Actions with Oregon Housing and Community Services, A Family for Every Child, Delta Oaks Group LLC, and McKesson Med Surge and Delegating Authority to the County Administrator, Their Designee, or Their Sub-Delegate to Sign the Approved Actions.

WHEREAS, Lane Manual Chapter 20 sets forth policy regarding award of contracts, and amendments, submission of grants and ratification of contracts for services and policy regarding signatory authority of the County Administrator; and

WHEREAS, competitive processes were undertaken as required by Lane Manual for the contracts and amendments in the attached list;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve and Delegate authority to the County Administrator, their designee, or their sub-delegate to sign the grants, contracts, amendments, and ratifications indicated in the attached Exhibit A.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners

Exhibit A – November 18, 2025, Contracts and Amendments List

Contracts

Contractor Name	Contract Title	Type	Approved Amount	Begin Date	End Date
Oregon Housing and Community Services	Long-Term Rent Assistance Program	Revenue	\$8,750,000.00	7/1/2025	6/30/2027
Oregon Housing and Community Services	Oregon Eviction Diversion and Prevention Program	Revenue	\$2,750,000.00	7/1/2025	9/30/2027

Amendments

					As Amended	
Contractor Name	Contract Title	Type	Amendment Amount	Approved Amount	Begin Date	End Date
A Family for Every Child	HUD CoC YHDP Alder Host Homes	Expense	\$100,000	\$350,000	7/1/2025	6/30/2030
Delta Oaks Group LLC	Delta Oaks Clinic Lease	Expense	\$800,000	\$4,060,000	6/1/2015	10/31/2030
McKesson Med Surge	GPO Pricing for Medical Supplies	Expense	\$700,000	\$2,954,157	2/1/2010	06/30/2029*

*Contract in place until terminated



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: Human Resources

PRESENTED BY: James Trujillo, Workforce Wellness Manager

AGENDA TITLE: ORDER/ In the Matter of Reducing Overlapping Benefits Offered to Non-Represented Employees by Sunsetting Short Term Disability and Matching Benefit Offerings Provided to the Lane County Peace Officers' Association by Amending the Lane County Contract with The Standard Insurance Company Beginning January 1, 2026.

I. MOTION

Move to approve Order 25-11-18-06 In the Matter of Reducing Overlapping Benefits Offered to Non-Represented Employees by Sunsetting Short Term Disability and Matching Benefit Offerings Provided to the Lane County Peace Officers' Association (LCPOA) by Amending the Lane County Contract with The Standard Insurance Company Beginning January 1, 2026.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve sunsetting the employer paid benefit of Short-Term Disability (STD) for non-represented employees beginning January 1, 2026. This action aligns with the sunsetting of STD for LCPOA in their latest contract.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County has provided employer paid short-term disability insurance for employees for at least two decades. Since it was initially offered, the landscape of leaves has changed significantly. The State of Oregon has implemented a new mandatory paid leave program that provides an enhanced benefit with greater eligibility for leave supporting employees and their families.

Lane County initially implemented the Paid Leave Oregon program in April of 2023 and then moved to an equivalent plan for Paid Family and Medical Leave with The Standard Insurance Company in January of 2024.

B. Policy Issues

The County is not required to offer STD as an additional benefit that expands leave options beyond the Oregon mandated paid family medical leave benefit (PFML).

C. Board Goals

The Board has a goal to maintain and increase the financial stability of the organization (Goal 4, bullet 2). This action allows the County to reduce the cost of a benefit that overlaps the Oregon state mandated Paid Family and Medical Leave program.

D. Financial and/or Resource Considerations

On average, the County has spent \$518,891 annually on STD benefits for the entire County. The non-represented population accounts for 19% on average of the cost (combined with LCPOA it represents about 36% of the total cost). The required implementation of PFML added an additional benefit cost of about \$1.5M annually to the County as an employer. This cost is made up of mandated employer contributions and administrative fees to manage an average volume of over 800 leaves annually.

Sunsetting the STD benefit for these units reduces the benefit costs for leaves by an estimated amount of \$184,546 annually, reduces paid time off liabilities and allows the County to maintain a superior PFML benefit administered through The Standard.

E. Health Implications

None.

F. Analysis

Lane County HR staff have analyzed market trends and found that Lane County is the only county in our comparison group of Oregon counties that still offers a fully employer paid STD benefit in addition to PFML.

G. Alternatives/Options

1. Sunset STD for non-represented employees beginning January 1, 2026.
2. Maintain STD benefit for non-represented employees.

IV. RECOMMENDATION

HR staff recommends that the Board of Commissioners delegate authority to the County Administrator or his delegates to sunset the STD benefit for non-represented employees to align with bargaining unit changes and to improve the financial health of the County effective January 1, 2026.

V. TIMING/IMPLEMENTATION

Any STD leave that is submitted, approved and started by December 31, 2025, will be allowed to run out to completion.

Beginning January 1, 2026, employees that are part of the non-represented and LCPOA group will no longer have access to STD.

VI. FOLLOW-UP

Should the Board approve this motion, County staff will amend the County's agreement with The Standard Insurance Company to sunset STD for both non-represented employees and members of LCPOA effective January 1, 2026.

VII. ATTACHMENTS

None.

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-06

In the Matter of Reducing Overlapping Benefits Offered to Non-Represented Employees by Sunsetting Short Term Disability and Matching Benefit Offerings Provided to the Lane County Peace Officers' Association by Amending the Lane County Contract with The Standard Insurance Company Beginning January 1, 2026.

WHEREAS, the Board of Commissioners are seeking to maintain and improve the financial health of Lane County; and

WHEREAS, the Board of Commissioners recognize that Short Term Disability has been largely replaced by Paid Family Medical Leave; and

WHEREAS, Lane County staff have verified that Short Term Disability is no longer offered as a fully paid employer benefit at comparable counties; and

WHEREAS, Lane County staff recommend aligning non-represented staff benefits with the benefits of bargaining unit employees.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. That the contract with The Standard Insurance Company be amended to terminate short term disability coverage for non-represented employees and employees represented by LCPOA effective January 1, 2026.
2. That the County Administrator or his delegates may execute the necessary amendment to change the contract.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: Sheriff's Office

PRESENTED BY: Debby Haller, Finance Manager

AGENDA TITLE: ORDER/ In the Matter of Accepting Routine Grant Awards From the Oregon Criminal Justice Commission and Delegating Authority to the County Administrator to Execute the Awards and Related Contracts.

I. MOTION

Move approval of four routine grants from the Oregon Criminal Justice Commission (OCJC) for the Lane County Treatment Courts and delegate authority to the County Administrator to execute the awards and related contracts listed in Exhibit A.

II. DISCUSSION

A. Background Analysis

The Sheriff's Office (LCSO) is the fiscal agent for the Lane County Treatment Courts and makes application for grants to fund these courts. The majority of funding for the courts comes through the OCJC and these awards are the result of the FY 2025-2027 applications submitted earlier this year. The OCJC Commissioners met on August 19, 2025 and the award amounts listed in Exhibit A were approved. Final approval to award these grants was made on October 21, 2025.

Funding from the OCJC is combined with grants through the Oregon Community Foundation (SERBU) and grants awarded through the Bureau of Justice Assistance, as well as funding through the Department of Corrections (DOC) Measure 57, to ensure stability for the Treatment Courts.

The Treatment Courts contract with local providers to offer substance abuse and mental health treatment to the court participants as well as peer support. The grant funding also provides for Parole Officers, an Assistant District Attorney and a part-time Public Defender.

The four Lane County Treatment Courts are the Adult Treatment Court, Mental Health Court, Veterans Treatment Court and the Juvenile Treatment Court.

B. Health Implications

The Treatment Courts continue to support Lane County through diversion programs that provide participants with drug and alcohol treatment and mental health services to address co-occurring disorders.

III. RECOMMENDATION

It is recommended that the Board approve the grant awards and the contracts listed in Exhibit A.

IV. ATTACHMENTS

Board Order

TCP-27-25 Grant Agreement for Lane County Adult Treatment Court

TCP-27-26 Grant Agreement for Lane County Juvenile Treatment Court

TCP-27-27 Grant Agreement for Lane County Mental Health Court

TCP-27-28 Grant Agreement for Lane County Veterans Treatment Court

Exhibit A – Oregon Criminal Justice Commission Grant Awards and Provider Contracts

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-07

In the Matter of Accepting Routine Grant Awards From the Oregon Criminal Justice Commission and Delegating Authority to the County Administrator to Execute the Awards and Related Contracts.

WHEREAS, per Lane Manual Chapter 20, the Board of Commissioners has authority to accept grant awards and approve contracts; and

WHEREAS, the Intergovernmental Agreements with the State of Oregon through its Criminal Justice Commission for funding for the Lane County Treatment Courts are routine to the implementation of current County programs and services or have been previously discussed or approved by the Board; and

WHEREAS, three of the grant awards and one of the provider contracts exceed the County Administrator's authority to execute granted in Lane Manual sections 20.600.220 and 20.600.320.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve the grant awards and associated contracts listed in "Exhibit A-Oregon Criminal Justice Commission Grant Awards and Provider Contracts".
2. Delegate authority to the County Administrator to sign the approved grant awards and associated contracts.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners

TCP-27-28 GRANT AGREEMENT

CRIMINAL JUSTICE COMMISSION

TREATMENT COURT GRANT PROGRAM

Agreement Number: TCP-27-28

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Lane County** (“Recipient”) for the benefit of its **Lane County Veterans' Treatment Court**. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$316,886

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$79,221.50 by October 31, 2025;
- (2) \$79,221.50 by March 31, 2026;
- (3) \$79,221.50 by September 30, 2026; and

(4) \$79,221.50 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Treatment Court programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

LANE COUNTY

By: Ryan Keck
Ryan Keck,
Interim Executive Director

By: _____

Date: 10/9/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/9/2025

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Adaline Padlina

Telephone: (971) 307-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Lane County
125 E 8th Ave
Eugene, OR 97401

Contact: Debby Haller

Telephone: (541) 682-7409

Email: Debby.haller@lanecountyor.gov

Project Description:

Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon's treatment courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC's Treatment Court Grant Program include:

- Increasing individuals' likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operation of the **Lane County Veterans' Treatment Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to maintain and/or expand a current treatment court program that utilizes best practices to adhere to the Oregon Specialty Court Standards. These funds will be used to provide access to a continuum of alcohol, drug, and other treatment services to reduce substance use and recidivism among Veterans' treatment court participants and their families. These funds will be used to increase participants' likelihood of successful rehabilitation and to address the specific needs of the Veteran population.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.
2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spend during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.
3. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

TCP-27-26 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
TREATMENT COURT GRANT PROGRAM

Agreement Number: TCP-27-26

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Lane County** (“Recipient”) for the benefit of its **Lane County Juvenile Drug Court**. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$113,835

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$28,458.75 by October 31, 2025;
- (2) \$28,458.75 by March 31, 2026;
- (3) \$28,458.75 by September 30, 2026; and

(4) \$28,458.75 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Treatment Court programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

LANE COUNTY

By: Ryan Keck
Ryan Keck,
Interim Executive Director

By: _____

Date: 10/9/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/9/2025

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Adaline Padlina

Telephone: (971) 307-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Lane County
125 E 8th Ave
Eugene, OR 97401

Contact: Debby Haller

Telephone: (541) 682-7409

Email: Debby.haller@lanecountyor.gov

Project Description:

Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon's treatment courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC's Treatment Court Grant Program include:

- Increasing individuals' likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operation of the **Lane County Juvenile Drug Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to maintain and/or expand a current treatment court program that utilizes best practices to adhere to the Oregon Specialty Court Standards. These funds will be used to provide access to a continuum of alcohol, drug, and other treatment services to reduce substance use and recidivism among juvenile treatment court participants and their families. These funds will be used to increase participants' likelihood of successful rehabilitation and to address the specific needs of youth.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.
2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spend during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.
3. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

TCP-27-27 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
TREATMENT COURT GRANT PROGRAM

Agreement Number: TCP-27-27

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Lane County** (“Recipient”) for the benefit of its **Lane County Mental Health Court**. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$439,859

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$109,964.75 by October 31, 2025;
- (2) \$109,964.75 by March 31, 2026;
- (3) \$109,964.75 by September 30, 2026; and

(4) \$109,964.75 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Treatment Court programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

LANE COUNTY

By: Ryan Keck
Ryan Keck,
Interim Executive Director

By: _____

Date: 10/9/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/9/2025

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Adaline Padlina

Telephone: (971) 307-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Lane County
125 E 8th Ave
Eugene, OR 97401

Contact: Debby Haller

Telephone: (541) 682-7409

Email: Debby.haller@lanecountyor.gov

Project Description:

Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon's treatment courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC's Treatment Court Grant Program include:

- Increasing individuals' likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operation of the **Lane County Mental Health Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to maintain and/or expand a current treatment court program that utilizes best practices to adhere to the Oregon Specialty Court Standards. These funds will be used to operate a treatment court program that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use disorders and/or mental health issues underlying their involvement in criminal behavior.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.
2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spend during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.
3. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

TCP-27-25 GRANT AGREEMENT

CRIMINAL JUSTICE COMMISSION

TREATMENT COURT GRANT PROGRAM

Agreement Number: TCP-27-25

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Lane County** (“Recipient”) for the benefit of its **Lane County Adult Drug Court**. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$1,185,225

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$296,306.25 by October 31, 2025;
- (2) \$296,306.25 by March 31, 2026;
- (3) \$296,306.25 by September 30, 2026; and

(4) \$296,306.25 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Treatment Court programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

LANE COUNTY

By: Ryan Keck
Ryan Keck,
Interim Executive Director

By: _____

Date: 10/9/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/9/2025

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Adaline Padlina

Telephone: (971) 307-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Lane County
125 E 8th Ave
Eugene, OR 97401

Contact: Debby Haller

Telephone: (541) 682-7409

Email: Debby.haller@lanecountyor.gov

Project Description:

Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon's treatment courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC's Treatment Court Grant Program include:

- Increasing individuals' likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operation of the **Lane County Adult Drug Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to maintain and/or expand a current treatment court program that utilizes best practices to adhere to the Oregon Specialty Court Standards. These funds will be used to provide access to a continuum of alcohol, drug, and other treatment services to reduce substance use and recidivism among treatment court participants.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.
2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spend during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.
3. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

EXHIBIT A

Oregon Criminal Justice Commission Grant Awards and Provider Contracts

GRANTS

Contractor Name	Contract Title	Type	Amount	Begin Date	End Date
State of Oregon	OCJC Mental Health Court	Revenue	\$439,859	7/1/2025	11/30/2027
State of Oregon	OCJC Veterans Treatment Court	Revenue	\$316,886	7/1/2025	11/30/2027
State of Oregon	OCJC Adult Treatment Court	Revenue	\$1,185,225	7/1/2025	11/30/2027
State of Oregon	OCJC Juvenile Treatment Court	Revenue	\$113,835	7/1/2025	11/30/2027

CONTRACTS

Note: the amounts listed are pending final OCJC budget documentation.

Contractor Name	Contract Title	Type	Amount	Begin Date	End Date
Emergence	Adult Treatment Court - Treatment Slots	Expense	\$317,520	7/1/2025	8/31/2027
Emergence	Adult Treatment Court – Drug testing	Expense	\$100,728	7/1/2025	8/31/2027
Emergence	Adult Treatment Court - Recovery Housing	Expense	\$37,401	7/1/2025	8/31/2027
Sponsors Inc.	Adult Treatment Court - Transitional Housing	Expense	\$55,750	7/1/2025	8/31/2027
Public Defender Services of Lane County	Mental Health Court - Defense Attorney 0.20 FTE	Expense	\$52,265	7/1/2025	8/31/2027
Laurel Hill Center	Mental Health Court - MH Treatment Slots	Expense	\$79,398	7/1/2025	8/31/2027
Laurel Hill Center	Mental Health Court – Program Support Services	Expense	\$81,000	7/1/2025	8/31/2027
Emergence	Mental Health Court - SUD/Co-Occurring Treatment Slots	Expense	\$62,640	7/1/2025	8/31/2027
Emergence	Mental Health Court – Drug Testing	Expense	\$10,073	7/1/2025	8/31/2027
Emergence	Veterans Treatment Court Treatment Slots	Expense	\$203,826	7/1/2025	8/31/2027
Emergence	Veterans Treatment Court – Drug Testing	Expense	\$42,320	7/1/2025	8/31/2027
Center For Family Development	Juvenile Treatment Court - MH & SUD Treatment - Nonbillable activities, staff time	Expense	\$102,951	7/1/2025	8/31/2027
Center For Family Development	Juvenile Treatment Court – SUD & MH treatment, uninsured	Expense	\$9,504	7/1/2025	8/31/2027
Navis Clinical Laboratories	Juvenile Treatment Court - Drug Testing	Expense	\$1,380	7/1/2025	8/31/2027



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: Public Works

PRESENTED BY: Mikeal Jay Blommé, County Surveyor

AGENDA TITLE: ORDER/ In the Matter of Setting a Public Hearing for the Surrender of a Potion of Gilham Road to the City of Eugene.

I. MOTION

Move to approve the order to set a public hearing date **of December 16, 2025, at 11:00 A.M.**, Time Certain, to consider the surrender of a portion of Gilham Road to the City of Eugene.

II. AGENDA ITEM SUMMARY

The City of Eugene has requested the surrender of a portion of Gilham Road, County Road No. 2283, located within an annexed portion of the city limits of Eugene. As provided by ORS 373.270, it is required a date for a Public Hearing be set to allow testimony to be entered into the public record regarding the proposed surrender of jurisdiction prior to action by the Board.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The City of Eugene, pursuant to Council Resolution No. 5456, dated September 22, 2025, is formally requesting jurisdiction over a portion of Gilham Road, County Road No. 2283.

The above portion of road proposed for surrender as described on Exhibit "A" to the Order has recently been annexed into the city limits of Eugene and consists of approximately 0.25 miles of right of way.

B. Policy Issues

ORS 373.270 provides for the transfer from County jurisdiction to City jurisdiction of County Roads within the corporate limits of a City, whenever the County governing body deems it necessary, expedient or for the best interest of the County to do so; and the governing body of the City deems it necessary or expedient and for the best interest of the City to acquire jurisdiction over County Roads or parts thereof to the same extent as it has over other public streets and alleys of the city.

C. Board Goals

This action is consistent with Lane County's Strategic Plan of working together to create vibrant communities. Surrendering a portion of County Road that has been annexed into the City of Eugene will allow them to maintain, develop and improve it as necessary to the City's specifications, standards, and timetables.

D. Financial and/or Resource Considerations

Surrender of Gilham Road will relieve the County of the obligation of future maintenance costs.

E. Health Implications

There are no significant health implications.

F. Analysis

ORS 373.270 provides for the transfer of jurisdiction over County Roads within a city and that legal notice of a public hearing be posted or published. The City of Eugene has adopted Council Resolution No. 5456, dated September 22, 2025, formally requesting jurisdiction over a portion of this road within the city limits be transferred from Lane County to the City of Eugene. The attached Order will set a Public Hearing to consider the merits of the request for transfer of jurisdiction of the described portion of road from Lane County to the City of Eugene, as requested by the city.

G. Alternatives/Options

The Board of County Commissioners has the option to:

1. Approve the Order setting a date for the Public Hearing for **DECEMBER 16, 2025, AT 11:00 A.M.**, time certain.
2. Deny the Order and direct staff otherwise.

IV. RECOMMENDATION

The Public Works Director's Preliminary Report recommends the Board of Commissioners approve the Order to set a Public Hearing date for the proposed surrender of a portion of Gilham Road as described in Exhibit "B" to the Order.

V. TIMING/IMPLEMENTATION

Timing in this matter is important to facilitate the necessary notification requirements for public hearing required by law. The proposed hearing date as specified in the Order will allow time for public posting or notice.

VI. FOLLOW-UP

Upon approval of the Order to set a Public Hearing, the County Surveyor will fulfill requirements under ORS 373.270 to provide public notice of the hearing. Subsequently, a Final Report will be prepared and submitted at that hearing by the Director of the Public Works Department. If the Board is in support of surrendering the described road to the City of Eugene, a Final Order can be executed at that time. If the Board does not support the surrender, an Order to deny will be presented at a later date.

VII. ATTACHMENTS

Order to Set Public Hearing with Exhibits:

Legal Description – Exhibit "A"

Director's Preliminary Report – Exhibit "B"

Council Resolution No. 5456 – Exhibit "C"

Vicinity Map – Exhibit "D"

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-08

In The Matter of Setting a Public Hearing for
the Surrender of Gilham Road, County Road
No. 2283, to The City of Eugene.

WHEREAS, the City of Eugene, pursuant to Council Resolution 5456, dated September 22, 2025, has requested the jurisdiction over a portion of Gilham Road be transferred to the City of Eugene; and

WHEREAS, the portion of road herein proposed for surrender is the portion described in attached Exhibit "A"; and

WHEREAS, the road herein proposed for surrender has been annexed and lies entirely within the city limits of Eugene; and

WHEREAS, ORS 373.270 provides for the surrender and transfer of jurisdiction over County Roads within a city, the County may transfer jurisdiction over County Roads or parts thereof within a City when it is considered to be necessary, expedient, or in the best interest of the County to do so; and the governing body of the City deems it necessary or expedient and in the best interest of the City to acquire jurisdiction over the County Roads or portions thereof and to the same extent as it has over public streets and alleys of the City; and

WHEREAS, ORS 373.270 requires the governing body to give notice either by posting or publishing the time and place of the public hearing the County governing body shall hear the matter, consider any objections or testimony offered by any person interested and determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Road or portion thereof to the City; and

WHEREAS, the Public Works Director of Lane County has recommended a Public Hearing date be established to consider the offer of surrender to the City of Eugene the portion of County Road and County maintained road as described in attached Exhibit "A;" and

WHEREAS, the Board is of the opinion that setting a date to hold a Public Hearing to consider the request to surrender Gilham Road to the City of Eugene is in the best interest of the public; and

NOW, THEREFORE, the Board of Commissioners of Lane County **ORDERS** as follows:

1. A Public Hearing shall be held on **DECEMBER 16, 2025, AT 11:00 A.M.**, time certain, to formally consider the surrender of a portion of Gilham Road as described in Exhibit "A," attached and made a part of this Order, to the City of Eugene.

2. Legal notice of the Public Hearing be posted or published, in accordance with ORS 373.270.
3. The Director of the Lane County Department of Public Works to prepare and provide a Final Report on the proposed surrender.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners

Exhibit A

Gilham Road (County Road No. 2283)
Legal Description for Jurisdictional
Transfer - Ayers Road to Don Juan
Avenue

A strip of land variable feet in width lying on both sides of the centerline of Gilham Road, in Section 8, Township 17 South, Range 3 West of the Willamette Meridian, Lane County, Oregon, as surveyed by Lane County in 2020; the centerline and widths in feet being described as follows:

Beginning at Engineers' Centerline Station L 21+00.00 POT, said station being North 0°06'26" East 2,100.00 feet from a 2-3/4 inch Lane County Surveyor's Office brass cap marking the Southeast Corner of the A.B. Stevens Donation Land Claim No. 40, Township 17 South, Range 3 West of the Willamette Meridian, said centerline station being on the east line of said claim; run thence North 0°06'26" East, along the east line of said claim, 1363.95 feet to Engineers' Centerline Station L 34+63.95 POT, said Engineer's Centerline Station being opposite of and at right angles to the northerly right of way line of Don Juan Avenue, County Road No. 1749, and there ending, all in Lane County, Oregon.

The widths in feet of the strip of land herein described are as follows:

<u>STATION TO STATION</u>		<u>WIDTH ON WEST SIDE OF CENTERLINE</u>
L 21+00.00 POT	L 21+43.00 POT	55.66 ft. tapering on a straight line to 30.50 ft.
L 21+43.00 POT	L 23+09.64 POT	30.50 ft.
L 23+09.64 POT	L 23+09.64 POT	30.50 ft. to 28.86 ft.
L 23+09.64 POT	L 27+89.01 POT	28.86 ft. tapering on a straight line to 28.64 ft.
L 27+89.01 POT	L 27+89.01 POT	28.64 ft. to 31.45 ft.
L 27+89.01 POT	L 28+90.00 POT	31.45 ft. tapering on a straight line to 31.39 ft.
L 28+90.00 POT	L 28+93.95 POT	31.39 ft. tapering on a straight line to 35.34 ft.
L 28+93.95 POT	L 29+43.95 POT	35.34 ft. tapering on a straight Line to 35.42 ft.
29+43.95 POT	L 29+48.00 POT	35.42 ft. tapering on a straight line to 31.36 ft.

Exhibit A

STATION TO STATION

L 29+48.00 POT L 34+01.00 POT

L 34+01.00 POT L 34+03.95 POT

L 34+03.95 POT L 34+63.95 POT

WIDTH ON WEST
SIDE OF CENTERLINE

31.36 ft. tapering on a straight
line to 31.10 ft.

31.10 ft. tapering on a straight
line to 34.00 ft.

34.00 ft. tapering on a straight
line to 31.07 ft.

STATION TO STATION

L 21+00.00 POT L 21+26.00 POT

L 21+26.00 POT L 21+26.00 POT

L 21+26.00 POT L 21+43.00 POT

L 21+43.00 POT L 21+43.00 POT

L 21+43.00 POT L 23+18.65 POT

L 23+18.65 POT L 23+18.64 POT

L 23+18.64 POT L 27+69.64 POT

L 27+69.64 POT L 27+69.62 POT

L 27+69.62 POT L 30+39.53 POT

L 30+39.53 POT L 31+25.67 POT

L 31+25.67 POT L 32+20.50 POT

WIDTH ON EAST
SIDE OF CENTERLINE

26.27 ft. tapering on a straight
line to 26.28 ft.

26.28 ft. to 27.50 ft.

27.50 ft.

27.50 ft. to 26.29 ft.

26.29 ft. tapering on a straight
line to 26.37 ft.

26.37 ft. to 28.82 ft.

28.82 ft. tapering on a straight
line to 28.81 ft.

28.81 ft. tapering on a straight
line to 21.00 ft.

21.00 ft.

21.00 ft. tapering on a straight
line to 19.04 ft.

19.04 ft. tapering on a straight
line to 19.11 ft.

<u>STATION TO STATION</u>		<u>WIDTH ON EAST</u> <u>SIDE OF CENTERLINE</u>
L 32+20.50 POT	L 32+20.47 POT	19.11ft. tapering on a straight line to 28.98 ft.
L 32+20.47 POT	L 34+63.95 POT	29.98 ft.

Except Therefrom: All that portion of County Road No. 302 surrendered to the City of Eugene pursuant to Lane County Board of Commissioners Order No. 87-12-16-1.

The bearings used herein are based on the Oregon Coordinate Reference System (OCRS), Eugene Zone, NAD83 (CORS 2011), Epoch 2010.00, as shown on County Survey File No. 45271, on file at the Lane County Surveyor’s Office, Lane County, Oregon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

DIRECTOR’S PRELIMINARY
REPORTIN THE MATTER OF SETTING A PUBLIC
HEARING FOR THE SURRENDER OF GILHAM
ROAD, COUNTY ROAD NO. 2283, TO THE CITY
OF EUGENE.

The City of Eugene has adopted Council Resolution No. 5456, dated September 22, 2025, formally requesting the transfer of a portion of Gilham Road within their city limits.

The portion of Gilham Road consist of approximately 0.25 miles of right of way as described in Exhibit “A,” and depicted on Exhibit “D”, attached to and made a part of the Order setting a Public Hearing on the proposed surrender of said roads. The subject portion of road is currently under the jurisdiction of Lane County, and the transfer of jurisdiction over this road would enable the City of Eugene to maintain, develop, and improve the road to the City’s own specifications, standards, and timetables.

ORS 373.270 provides for the transfer of jurisdiction over County Roads within a city. The County may transfer jurisdiction over County Roads or parts thereof within a City when it is considered to be necessary, expedient, or for the best interest of the County to do so; and the governing body of the City deems it necessary or expedient and for the best interest of the City to acquire jurisdiction over the County Roads or portions thereof to the same extent as it has over public streets and alleys of the City. ORS 373.270 also requires a public hearing for these proceedings, with notice to the public provided by posting or publication.

It is recommended the Order be approved setting a Public Hearing date of **DECEMBER 16, 2025, AT 11:00 A.M.**, time certain, to consider the proposed surrender of jurisdiction of a portion of Gilham Road, County Road No. 2283, as described in Exhibit “A” of said Order.

DATED this 31st day of October, 2025.


Dan Hurley, Director
Department of Public Works

EXHIBIT "C"



COUNCIL RESOLUTION NO. 5456

**A RESOLUTION REQUESTING THAT JURISDICTION
OVER A PORTION OF GILHAM ROAD BE TRANSFERRED
TO THE CITY OF EUGENE.**

PASSED: 6:1

REJECTED:

OPPOSED: Clark

ABSENT: Evans

CONSIDERED: September 22, 2025



RESOLUTION NO. 5456**A RESOLUTION REQUESTING THAT JURISDICTION OVER A PORTION OF GILHAM ROAD BE TRANSFERRED TO THE CITY OF EUGENE.****The City Council of the City of Eugene finds that:**

A. The City Council finds it expedient and in the best interests of the City to acquire jurisdiction over a portion of County Road No. 2283 (Gilham Road) as more particularly described and depicted in Exhibit A attached to this Resolution and incorporated herein by reference.

B. The Board of County Commissioners of Lane County, Oregon has authority under provisions of ORS 373.270 to release jurisdiction over county roads within the limits of the City of Eugene and should be requested to do so.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EUGENE, a Municipal Corporation of the State of Oregon, as follows:

Section 1. In accordance with ORS 373.270(6), the City of Eugene hereby requests that Lane County take action in accordance with ORS 373.270 to surrender jurisdiction of the portion of County Road No. 2283 (Gilham Road) that is described and depicted in Exhibit A attached to this Resolution and which lies within the corporate limits of the City of Eugene.

Section 2. Upon its passage, the City Manager shall forward a copy of this Resolution to the Lane County Administrator for consideration by the Lane County Board of County Commissioners, seeking final Board action in response to this request.

Section 3. Upon adoption of an order of the Board of County Commissioners of Lane County surrendering jurisdiction of any or all of the above described portion of county road, the full and absolute jurisdiction over that portion of road for all purposes of repair, construction, improvement, and the levying and collection of assessments therefor, shall vest in the City of Eugene and the City shall have the same jurisdiction over the road or portion thereof as by its charter and the laws of the state are given or granted it over any of the public streets and alleys of the City.

The foregoing Resolution adopted the 22nd day of September, 2025.



City Recorder

Exhibit A

Gilham Road (County Road No. 2283)
 Legal Description for Jurisdictional
 Transfer - Ayers Road to Don Juan
 Avenue

A strip of land variable feet in width lying on both sides of the centerline of Gilham Road, in Section 8, Township 17 South, Range 3 West of the Willamette Meridian, Lane County, Oregon, as surveyed by Lane County in 2020; the centerline and widths in feet being described as follows:

Beginning at Engineers' Centerline Station L 21+00.00 POT, said station being North 0°06'26" East 2,100.00 feet from a 2-3/4 inch Lane County Surveyor's Office brass cap marking the Southeast Corner of the A.B. Stevens Donation Land Claim No. 40, Township 17 South, Range 3 West of the Willamette Meridian, said centerline station being on the east line of said claim; run thence North 0°06'26" East, along the east line of said claim, 1363.95 feet to Engineers' Centerline Station L 34+63.95 POT, said Engineer's Centerline Station being opposite of and at right angles to the northerly right of way line of Don Juan Avenue, County Road No. 1749, and there ending, all in Lane County, Oregon.

The widths in feet of the strip of land herein described are as follows:

<u>STATION TO STATION</u>		<u>WIDTH ON WEST SIDE OF CENTERLINE</u>
L 21+00.00 POT	L 21+43.00 POT	55.66 ft. tapering on a straight line to 30.50 ft.
L 21+43.00 POT	L 23+09.64 POT	30.50 ft.
L 23+09.64 POT	L 23+09.64 POT	30.50 ft. to 28.86 ft.
L 23+09.64 POT	L 27+89.01 POT	28.86 ft. tapering on a straight line to 28.64 ft.
L 27+89.01 POT	L 27+89.01 POT	28.64 ft. to 31.45 ft.
L 27+89.01 POT	L 28+90.00 POT	31.45 ft. tapering on a straight line to 31.39 ft.
L 28+90.00 POT	L 28+93.95 POT	31.39 ft. tapering on a straight line to 35.34 ft.
L 28+93.95 POT	L 29+43.95 POT	35.34 ft. tapering on a straight Line to 35.42 ft.
29+43.95 POT	L 29+48.00 POT	35.42 ft. tapering on a straight line to 31.36 ft.

Exhibit A

STATION TO STATION

L 29+48.00 POT	L 34+01.00 POT
L 34+01.00 POT	L 34+03.95 POT
L 34+03.95 POT	L 34+63.95 POT

WIDTH ON WEST
SIDE OF CENTERLINE

31.36 ft. tapering on a straight line to 31.10 ft.

31.10 ft. tapering on a straight line to 34.00 ft.

34.00 ft. tapering on a straight line to 31.07 ft.

STATION TO STATION

L 21+00.00 POT	L 21+26.00 POT
L 21+26.00 POT	L 21+26.00 POT
L 21+26.00 POT	L 21+43.00 POT
L 21+43.00 POT	L 21+43.00 POT
L 21+43.00 POT	L 23+18.65 POT
L 23+18.65 POT	L 23+18.64 POT
L 23+18.64 POT	L 27+69.64 POT
L 27+69.64 POT	L 27+69.62 POT
L 27+69.62 POT	L 30+39.53 POT
L 30+39.53 POT	L 31+25.67 POT
L 31+25.67 POT	L 32+20.50 POT

WIDTH ON EAST
SIDE OF CENTERLINE

26.27 ft. tapering on a straight line to 26.28 ft.

26.28 ft. to 27.50 ft.

27.50 ft.

27.50 ft. to 26.29 ft.

26.29 ft. tapering on a straight line to 26.37 ft.

26.37 ft. to 28.82 ft.

28.82 ft. tapering on a straight line to 28.81 ft.

28.81 ft. tapering on a straight line to 21.00 ft.

21.00 ft.

21.00 ft. tapering on a straight line to 19.04 ft.

19.04 ft. tapering on a straight line to 19.11 ft.

<u>STATION TO STATION</u>	<u>WIDTH ON EAST SIDE OF CENTERLINE</u>
L 32+20.50 POT L 32+20.47 POT	19.11ft. tapering on a straight line to 28.98 ft.
L 32+20.47 POT L 34+63.95 POT	29.98 ft.

Except Therefrom: All that portion of County Road No. 302 surrendered to the City of Eugene pursuant to Lane County Board of Commissioners Order No. 87-12-16-1.

The bearings used herein are based on the Oregon Coordinate Reference System (OCRS), Eugene Zone, NAD83 (CORS 2011), Epoch 2010.00, as shown on County Survey File No. 45271, on file at the Lane County Surveyor’s Office, Lane County, Oregon.

GILHAM ROAD TO BE TRANSFERRED

S.W.1/4 SEC. 8 T.17S. R.3W. W.M.
Eugene, Lane County, Oregon

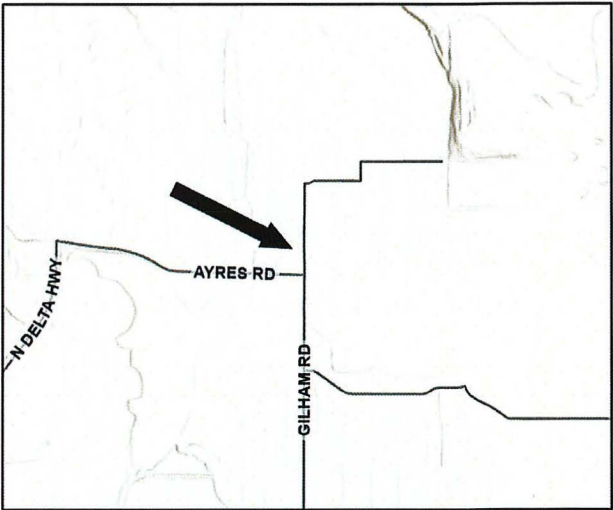
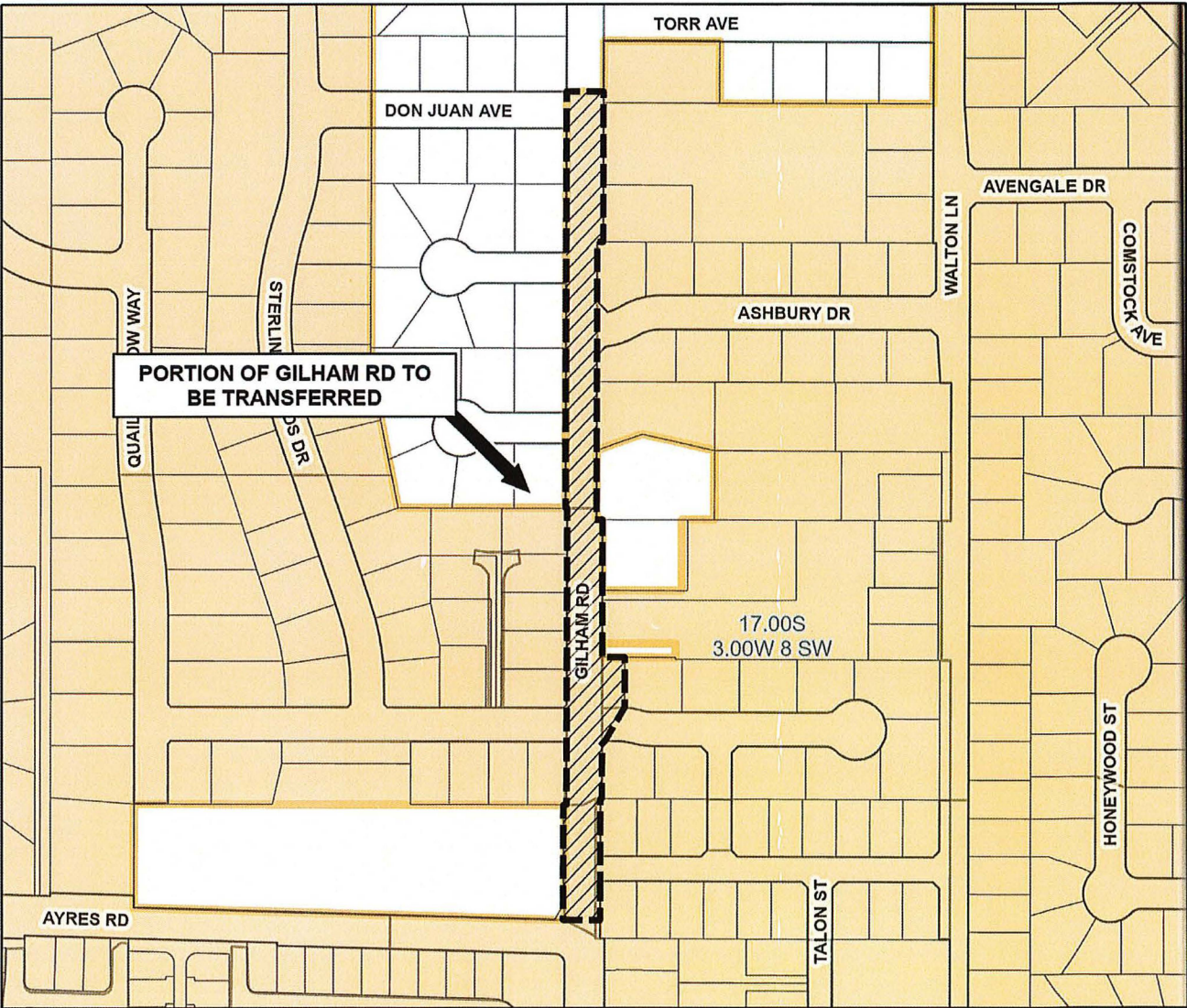
N

NO SCALE

Legend

Annexed Road Segment to be Transferred

Eugene City Limits



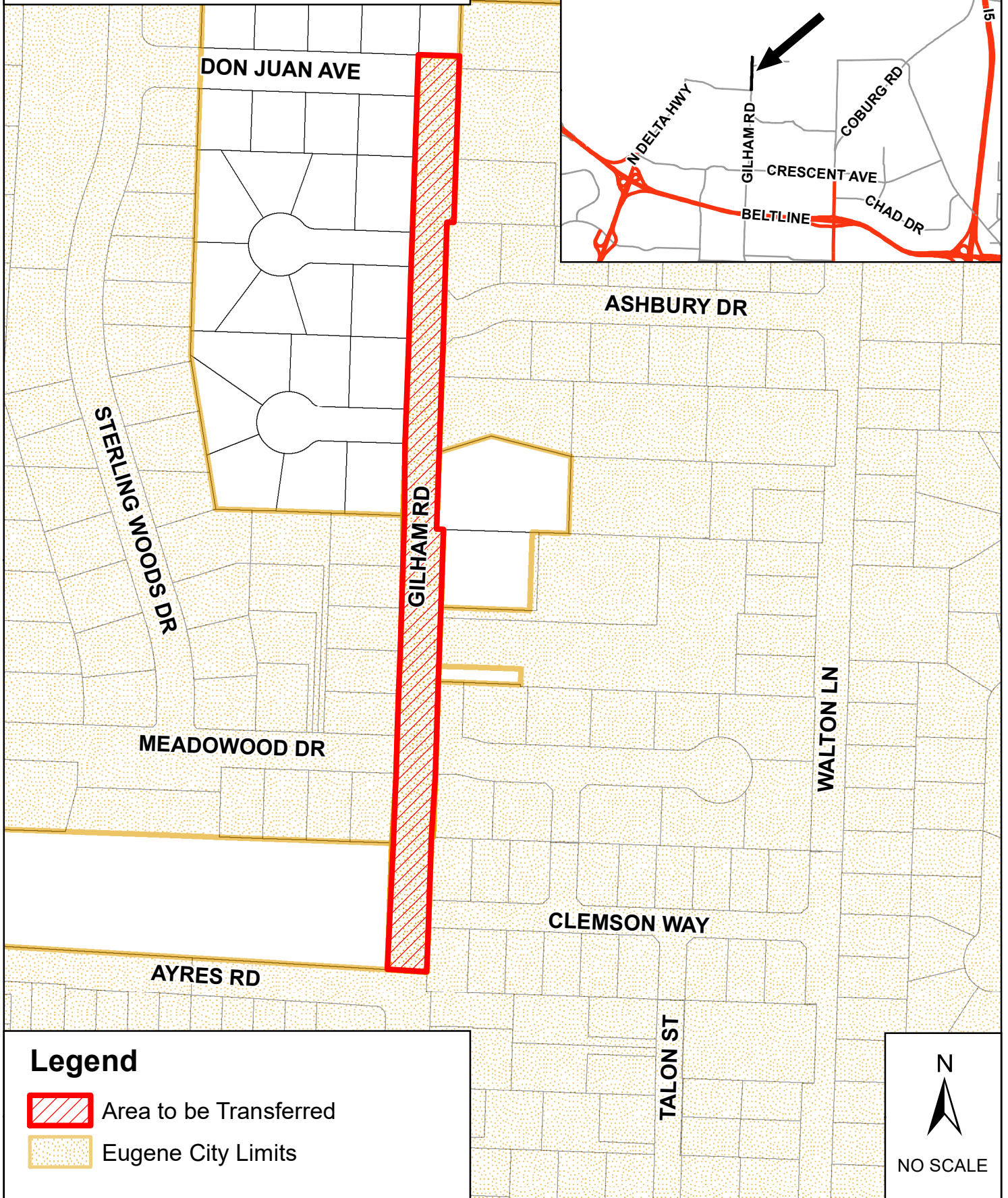
SR2507_1518

GILHAM ROAD - TO BE TRANSFERRED TO THE CITY OF EUGENE - EXHIBIT D

Item 5.a

SW 1/4 SEC. 8 T.17S. R.03W. W.M.
Eugene, Lane County, Oregon

VICINITY MAP





AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: Human Resources

PRESENTED BY: Andrea Nagles, Assistant County Counsel
Inga Wood, Labor Relations Manager

AGENDA TITLE: ORDER/ In the Matter of Approving the Tentative Agreement
Between Lane County and the Lane County Peace Officers'
Association (LCPOA).

I. MOTION

Move the Board to approve Order No. 25-11-18-09/ In the Matter of Approving the Tentative Agreement between Lane County and the Lane County Peace Officers' Association (LCPOA).

II. AGENDA ITEM SUMMARY

The current collective bargaining agreement between Lane County and the Lane County Peace Officers' Association (LCPOA) expired on June 30, 2025. The parties participated in successor contract negotiations and have reached a Tentative Agreement for a successor contract. This unit represents approximately 250 employees in the Sheriff's Office and the Division of Youth Services at Lane County.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Board authorized the County's bargaining team to enter into negotiations with LCPOA for a successor agreement in accordance with the County's bargaining obligations under Oregon labor law. The Board established overall priorities, goals and objectives for the process, including, but not limited to, awareness of the County's overall budget constraints, uncertainty of ongoing future funding, market

competitiveness, recruitment and retention.

B. Policy Issues

The County's bargaining team focused negotiations on balancing the competing interests of maintaining a competitive position in the labor market, providing cost of living adjustments to the represented positions within the County's known and unknown budget constraints, and giving employees the tools for success while meeting business needs.

C. Board Goals

As a public employer, the County has a responsibility to ethically use public funds. The ratification of this contract, reached in partnership with LCPOA, is in alignment with the County's strategic priority: *"Our People and Organizational Health: Foster an engaged and connected workforce by prioritizing employee development, ensuring competitive and equitable compensation, and enhancing internal communication."*

D. Financial and/or Resource Considerations

The Tentative Agreement provides a two and eight tenths percent (2.8%) cost of living adjustment for year one of the agreement (FY 25-26), a minimum of two percent (2.0%) and a maximum of five percent (5.0%) cost of living adjustment for year two of the agreement (FY 26-27), and a minimum of two percent (2.0%) and maximum five percent (5.0%) cost of living adjustment for the third year of the agreement (FY 27-28), based on the Consumer Price Index CPI-U West Region Annual Average for the prior calendar year.

To address market competitiveness, the salary plan will be increased by two and one-half percent (2.5%). Additionally, eight (8) of the ten (10) classifications in the unit will receive wage grade adjustments. Employees will be placed on their current step of the new grade effective retroactively to the first full pay period following July 1, 2025.

All represented employees on the payroll as of the date of ratification and approval by the Board of County Commissioners will receive a one-time payment of two hundred fifty dollars (\$250), effective the first full pay period following Board approval. All represented employees on the payroll in the first full pay period following January 1, 2027 will receive a one-time payment of seven hundred fifty dollars (\$750).

On-Call pay will be increased from fifty dollars (\$50) per day to seventy-five dollars (\$75) per day.

The County will cover the cost of Consolidated Omnibus Budget Reconciliation Act (COBRA) health insurance for thirty-six (36) months for

dependents of employees who die in the line of duty.

Employees who participate in Mental Wellness programs will receive one hundred fifty dollars (\$150) annually.

Effective January 1, 2026: Represented employees will no longer be insured through the County's Short-Term Disability program as this benefit has largely been replaced by Paid Family Medical Leave; new employees will not have the option of the Co-Pay Health Plan but will continue to have the option of the County's Plus Plan or High Deductible Health Plan (HDHP); the HDHP deductible will increase; pharmacy benefits will move to a generic preferred plan.

New employees will be auto-enrolled in an employee-paid one percent (1.0%) deferred compensation program and the County will match up to one percent (1.0%) for new and existing employees.

Effective January 1, 2027: All health plan deductibles and out of pocket maximums will increase; the HDHP deductible County contribution will be a partial amount unless employees participate in the wellness incentive; and co-pays for specialty visits and medications will increase. Employees and their spouses/domestic partners who use tobacco products will pay a \$25 per person (\$50 max) monthly surcharge plan contribution.

The range of the total estimated additional cost for the proposed contract changes, based on the CPI related COLA increases, is between \$15,662,826 - \$19,648,331 over the three-year contract period.

E. Health Implications

There are no known health implications, but the changes to the health plans will help the County to limit future cost increases.

F. Analysis

The Tentative Agreement is for a three-year contract from July 1, 2025 to June 30, 2028. It includes adjustments to wages and language changes from the previous agreement. A summary of language changes is attached to this memorandum.

G. Alternatives/Options

1. Approve the Tentative Agreement.
2. Do not approve the Tentative Agreement and direct staff to negotiate additional changes.

IV. RECOMMENDATION

The LCPOA bargaining unit members have voted to ratify the Tentative

Agreement. The County's bargaining team recommends approval of the Tentative Agreement and authorization to County staff to implement the proposed Tentative Agreement.

V. TIMING/IMPLEMENTATION

Following Board approval, County staff will move forward to implement the approved contract language and wage changes.

VI. FOLLOW-UP

The County's bargaining team will continue to collaborate with LCPOA to develop strategies for achieving the County's strategic priorities and ensure long-term financial stability.

VII. ATTACHMENTS

1. Board Order.
2. Summary of tentatively agreed to changes in the 2025-2028 LCPOA Collective Bargaining Agreement (Attachment A).
3. Tentative Agreement between Lane County and LCPOA (Attachment B).

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-09

In the Matter of Approving the Tentative
Agreement between Lane County and
the Lane County Peace Officers'
Association (LCPOA)

WHEREAS, a Tentative Agreement has been reached between Lane County's bargaining team and the Lane County Peace Officers' Association (LCPOA); and

WHEREAS, the Agreement is consistent with the guidelines set by the Board of County Commissioners.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. *The Tentative Agreement between Lane County and the Lane County Peace Officers' Association (LCPOA), attached as Attachment B, is approved.*
2. *The County Administrator, the County's bargaining team, and County staff are authorized to execute the successor agreement on behalf of the County.*

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners

SUMMARY

Changes to the Lane County Peace Officers' Association (LCPOA)
Collective Bargaining Agreement
2025-2028

Article 3 – Association Rights

- Updated for Sheriff's Office onsite fitness facility and the County's gym membership plan.

Article 5 – Labor Management Relationships

- Clarified Labor Management Committees for different employee groups.

Article 6 – Working Conditions

- Revised workday/workweek starting hours to align with calendar days.
- Eliminated language related to shift bidding in a Youth Services program that no longer exists.
- Modified recall/call back language for clarity and alignment with current practices.
- Allowed for employees to not have paid leave time reduced to offset hours when called back.

Article 7 – Wages

- 2.5% salary plan increase.
- Retroactive to the first full pay period following July 1, 2025, employees currently on the payroll in 8 classifications will receive negotiated wage scale adjustments.
- 2.8% cost of living adjustment for fiscal year 2025-2026 equivalent to CPI-U West region Annual Average.
- Cost of living adjustment for fiscal year 2026-2027 equivalent to CPI-U West region Annual Average with a minimum of 2% and maximum of 5%.
- Cost of living adjustment for fiscal year 2027-2028 equivalent to CPI-U West region Annual Average with a minimum of 2% and maximum of 5%.
- All represented employees will receive a one-time payment of \$250 upon approval and \$750 in the first full pay period following January 1, 2027.
- Removed Communications Officers and Specialists from provisions when assigned to Police Services Division or Corrections control and reception.
- Clarified language around step increases and removed language that was specific to the previous agreement.
- Clarified language around overtime application when employees are held over their regular shift.
- Modified working out of class language to align with countywide practice of at least 5% above current base wage or step 1 of the higher classification, whichever is greater.
- Increased on-call pay from \$50 to \$75 per day.
- Added autoenrollment of 1% employee contribution to deferred compensation for new employees and a 1% County matching contribution for new and existing employees.
- Added a \$150 annual incentive for employees who participate in mental health services with a licensed mental health provider.

Article 8 – Insurance

- Added definition of Employee + Other and changed throughout for consistency.

- Modified language for the Co-Pay health insurance plan, making only those hired on or before December 31, 2025 eligible to select the plan.
- Updated High Deductible Health Plan (HDHP) deductibles to align with federal regulations for 2026 with full health account County contribution.
- Increased HDHP deductible beginning in 2027 with a partial health account County contribution, with ability to receive full deductible equivalent County contribution by participating in wellness incentive program.
- Increased out-of-pocket maximums for all plans beginning in 2027.
- Modified pharmacy benefit to generic preferred.
- Increased co-pay for specialty visits for the Plus and Co-Pay plans.
- Added tobacco surcharge for employees and their spouses/domestic partners, \$25 per person, up to a max of \$50 per month.
- Added continued health plan coverage for 18 months for an employee's dependents if they die in the line of duty.
- Clarified continuous service under County-paid health insurance for eligible retirees.
- Rolled in Memorandum of Understanding language previously agreed to regarding Oregon's Paid Family Medical Leave (PFML).
- Removed non-occupational Short-Term Disability (STD) insurance.

Article 9 – Time Management

- Removed requirement to schedule or use equivalent amount of time management to be eligible to sell back accrued hours.
- Updated language to align with PFML and STD changes.

Article 10 – Paid Leave

- Updated holiday time/personal time accumulation and maximum to align with current practice.
- Added additional relationships under eligibility for bereavement leave, extended eligibility period from 30 days to 12 months and clarified eligibility timeframes.

Article 12 – Allowances and Equipment

- Added language setting annual deadline for eligible reimbursements.

Article 13 – Seniority, Layoff/Recall

- Added recall email notification method.

Article 15 – Discipline and Discharge

- Removed requirement for a complainant to sign written complaints.
- Clarified investigation practices for Youth Services.
- Added language regarding the use of the Law Enforcement Standards of Conduct and Discipline matrix.

Article 16 – Personnel Records

- Removed retention of records within payroll.
- Clarified types of reprimands to be excluded from personnel files.

Article 17 – Grievance Procedure

- Added language around the selection of an arbitrator and their authority under the Oregon Revised Statute.
- Added provisions for automatic extension of timelines if the aggrieved employee is absent from the workplace.

Article 21 – Term of Agreement

- Updated dates of agreement.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 ASSOCIATION ACTIVITY

The **ASSOCIATION** or its representatives shall have the right to conduct official **ASSOCIATION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. **ASSOCIATION** ~~R~~representatives may investigate potential grievances, try to resolve grievances, investigate potential changes in past practice and represent **ASSOCIATION** members throughout the disciplinary procedure without loss of pay or benefits.

3.2 BULLETIN BOARDS

The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **ASSOCIATION** may, at its expense, install glass locking bulletin boards.

3.3 PAY WHILE NEGOTIATING

Employee members of the **ASSOCIATION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **ASSOCIATION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to six (6) such employees on duty shall participate subject to reasonable operating needs of the **COUNTY**. No more than one (1) of these employees shall be from Youth Services.

3.4 REASONABLE ACCESS

The **COUNTY** agrees that accredited representatives of the **ASSOCIATION** shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this *Agreement* is being observed. **ASSOCIATION** representatives shall first report their presence and intentions to the on duty supervisor or designee and shall conduct their activities in a manner which avoids loss of time or disruption of operations.

3.5 LEAVE OF ABSENCE

An employee, but not more than two (2) at any one time, nor more than one (1) from any division, who accepts an official position with the **ASSOCIATION** shall be granted a leave of absence without pay not to exceed six (6) months in duration. Such employee shall be reinstated by the **COUNTY** provided that such employee notifies the **COUNTY** in writing of their intent to return to work thirty (30) days in advance, and provided further that said employee is still qualified to perform the applicable job duties. In addition, the **COUNTY** will provide for up to

two hundred (200) hours per year for **ASSOCIATION** representatives to perform **ASSOCIATION** work such as grievance meetings, investigations, and association meetings. The **ASSOCIATION** will reimburse the **COUNTY** for the hours used, including base wages and benefits.

3.6 **EMPLOYEE INFORMATION**

The **COUNTY** agrees to electronically furnish the **ASSOCIATION** information without charge for up to one (1) hour in response to reasonable written requests, which are reasonably related to the administration of this *Agreement* or the representation of its members. If the information request requires more than one (1) hour of support time to gather and prepare the information, the **COUNTY** will contact the **ASSOCIATION** and provide an estimate for the cost of the remaining information. The parties will discuss ways to reduce cost or narrow the scope of the request. The **ASSOCIATION** agrees to sign a stipulated protective order for the information.

3.7 **PROTECTION OF RIGHTS**

COUNTY employees have the right to voluntarily join and participate in the activities of the **ASSOCIATION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations.

3.8 **NON-INTERFERENCE**

The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed in this *Agreement*.

3.9 **NON-INTERFERENCE**

The **COUNTY** shall not dominate, interfere with or assist in the formation, existence or administration of the **ASSOCIATION** or any successor employee organization.

3.10 **NON-DISCRIMINATION**

The parties shall not discriminate in regard to hiring, tenure or any terms and conditions of employment for the purpose of encouraging or discouraging membership in the **ASSOCIATION**.

3.11 **EXECUTIVE BOARD MEETINGS**

The **COUNTY** agrees that, where in the judgment of the **COUNTY** its operations will not be seriously disrupted, it will allow the **ASSOCIATION** Executive Board members, but not more than two (2) per division and not more than one (1) from the Division of Youth Services, to attend Executive Board meetings after 5:00 p.m., without pay.

3.12 PERSONNEL ORDERS

The **COUNTY** agrees to provide the **ASSOCIATION** with a copy of all personnel orders pertaining to bargaining unit members, on the date the orders are issued, unless the employee requests otherwise.

3.13 SOLICITATION PROHIBITION

ASSOCIATION members, **ASSOCIATION** representatives or affiliates are prohibited from using or inferring that they are representing the **COUNTY**, or any subdivision or combination thereof, when soliciting funds, selling a product or service, either directly or indirectly, that is **ASSOCIATION** sponsored with funds all or in part going to the **ASSOCIATION**. Nothing in this section prohibits the **ASSOCIATION** from identifying itself as the Lane County Peace Officers Association.

3.14 EXERCISE EQUIPMENT

The **COUNTY** ~~and the **ASSOCIATION** have agreed to contract with a will allow Sheriff's Office **ASSOCIATION** members use of the Health and Wellness Center (HAWC) fitness facility for bargaining unit member usage.~~ The **ASSOCIATION** will contribute ~~three hundred dollars (\$300)~~ two hundred fifty dollars (\$250) per month for the use of this facility ~~and the Sheriff's Office shall pay the remainder of all related dues.~~ The Division of Youth Services shall provide an exercise room for use by Juvenile Group Workers and other authorized individuals. Youth Services will be responsible for the equipment and its maintenance.

~~If at any time either party decides not to continue the arrangement with Elements, or other mutually agreed upon fitness facility, the parties shall revert to the provision requiring a work-out facility within the Sheriff's Office. The **COUNTY** shall maintain an organizational membership at a local health club/gym so that **ASSOCIATION** members may choose to work out at an alternate location on their personal time in order to maintain or improve their physical fitness. Should the **COUNTY** discontinue an organizational membership, the **COUNTY** and the **ASSOCIATION** agree to reopen the bargaining for this benefit.~~

RULES AND REGULATIONS**3.15 APM & LANE MANUAL**

The **COUNTY** agrees to make available to the **ASSOCIATION**, at no cost, an electronic copy of all regulations issued, the *Administrative Procedures Manual*, and classification specifications, including amendments and additions as they are

made, and the **ASSOCIATION** will pay for hard copies of the *Lane Code* and the *Lane Manual* if they elect to obtain such copies.

3.16 COPY OF AGREEMENT

The **COUNTY** agrees to make available to each employee an electronic copy of this *Agreement*.

3.17 ACCESS TO DEPARTMENTAL MANUALS

The **COUNTY** agrees to make readily accessible to employees electronic copies of Departmental and Division Manuals.

MA 5/21/25
 [Signature]

ARTICLE 5

LABOR MANAGEMENT RELATIONSHIPS

5.1 EXISTING CONDITIONS

Except as provided for in section 5.2 below, all employment relations as defined by ORS 243.650(7) not specifically mentioned in this *Agreement* shall be maintained at not less than the level in effect at the time of the signing of this *Agreement*.

5.2 CHANGE IMPLEMENTATION

If the **COUNTY** proposes to implement a change in matters within the scope of representation as defined by ORS 243.650(7) and not specifically mentioned in this *Agreement* that would result in more than a de minimus effect on the bargaining unit, the **COUNTY** will notify the **ASSOCIATION** in writing prior to implementing the proposed change. Upon timely request of the **ASSOCIATION** (within fourteen (14) days), the following shall apply:

- A. The **COUNTY** will provide the **ASSOCIATION** with all records about its plan that are relevant to the proposed plan as required by law.
- B. The **COUNTY** will notify the **ASSOCIATION** that it will implement the plan after forty-five (45) days unless the **ASSOCIATION** demands to bargain.
- C. The **COUNTY** will, upon demand by the **ASSOCIATION**, meet in good faith as often as the **ASSOCIATION** believes is necessary to discuss the **COUNTY'S** plan up until the end of the forty-five (45) day period, subject to the normal business needs of the **COUNTY**.
- D. If the **COUNTY** and the **ASSOCIATION** do not reach an agreement on the issue at hand, the **ASSOCIATION** may take the matter to final offer arbitration not less than ten (10) days no more than thirty (30) days after the first negotiations meeting. Should the **ASSOCIATION** fail to do so, the **COUNTY** may, at its sole discretion, implement all or part of any plan that was presented to the **ASSOCIATION**.
- E. Should the matter be submitted to arbitration pursuant to this provision, the authority of the arbitration shall be limited to the sole questions as to which party's offer is most appropriate to the issue at hand. The most appropriate offer as determined by the arbitration shall be implemented.

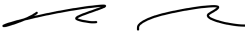
5.3 SAFETY

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **ASSOCIATION** recognizes an

obligation on behalf of employees to conform to established safety rules and regulations and that failure to conform to such rules and regulations may result in disciplinary action up to and including discharge.

5.4 LABOR MANAGEMENT COMMITTEES

The **COUNTY** and the **ASSOCIATION** may form a joint labor/management committees (Sheriff's Office and Youth Services separately), which will meet at least on a monthly basis to discuss issues of concern to either party. Both the **ASSOCIATION** and the **COUNTY** will send someone to represent their interests who are empowered to resolve the issues.



Andrea M. Nagles

ARTICLE 6

WORKING CONDITIONS

6.1 WORKDAY/WORKWEEK

The workday is defined as 24 hours commencing at ~~2200~~ 0000 hours (midnight). The workweek is defined as seven (7) consecutive workdays in the calendar week commencing at ~~2200~~ 0000 hours on ~~Friday-Saturday~~ and ending at ~~2159~~ 2359 hours on the following Friday.

6.2 EMPLOYEE WORK SCHEDULE

An employee shall normally work five (5) eight (8) hour days followed by two (2) consecutive days off, or four (4) ten (10) hour days followed by three (3) consecutive days off, but not necessarily in the same workweek. Upon the agreement of both parties, the **COUNTY** may implement a work schedule, which provides for employees to work twelve (12) hour days.

The fourteen (14) day work period for deputy sheriffs under the provisions of FLSA section 207(k) will only be utilized for the eleven and one-half (11-½) hour shifts.

Upon mutual agreement, a schedule available to the Police Services Division may consist of the following schedule in one fourteen (14) day work period: the first day worked of the work period would consist of eleven (11) hours and thirty (30) minutes with the following work days consisting of eleven (11) hours and twenty-five (25) minutes. The schedule would consist of four (4) days worked, three (3) days off, three (3) days worked, four (4) days off, or in reverse order.

De minimus is defined as but not limited to: donning and doffing of uniforms; exchange of keys/chits; travel to assigned post; and, a brief functional on-post briefing, or shift briefing. This time will not exceed seven (7) minutes per shift.

6.3 WORK SCHEDULES

It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules are in the best interest of governmental operations. It is agreed that the **COUNTY** may make such changes, provided that except in the case of emergency, the **COUNTY** shall notify the **ASSOCIATION** and any affected employee fourteen (14) calendar days prior to implementation of such changes. Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. A change of schedule that occurs when an employee is placed on or removed from Administrative Leave shall not be subject to the fourteen (14) day rule as described in this section and is not subject to the personal holiday credit as

described in section 6.4 of this document. Emergency shall be defined as any unforeseeable circumstances or situation requiring the presence of law enforcement personnel for the protection of life or property or to conduct **COUNTY** business.

The fourteen (14) calendar days' notice requirement provided above pertaining to work schedule changes may be waived by the employee when the change is mutually agreeable with the affected employee and the **COUNTY**.

ASSOCIATION members will adhere to a twenty-eight (28) day work cycle while attending basic DPSST academies.

6.4 NOTICE OF CHANGE

In the event the **COUNTY** unreasonably fails to give the fourteen (14) calendar days' notice of a change in a work schedule, the affected employee (s) shall be credited with one (1) additional personal holiday, equivalent to the employee's current regular shift hours, (but not to exceed ten (10) hours).

6.5 EXPLANATION OF CHANGE

In the event of work schedule changes resulting in a change in the number of days per week, or hours per day, to be worked, the **COUNTY** shall include with the notice an explanation of any changes in overtime calculations. Not including de minimus time as defined in Article 6.2 or approved overtime, it is agreed that an employee shall not be required to work more than forty (40) hours in a work week, except where the parties agree to an alternative schedule as provided in 6.2.

6.6 ABIDE BY PROVISIONS

Work schedules shall not be temporarily changed for the purpose of avoiding the wage provisions of this *Agreement*.

6.7 SHIFT BIDDING

A. Sheriff's Office employees may bid shifts and days off based upon seniority on or about October 1st and April 1st. The employer shall post the shifts for the following year noting the slots for both hours of work and days off. Shift bidding will occur in October and April for the two (2) subsequent three (3) month periods. Employees in the classification of Facility Security Officer, Records Officer, and Communications Officer shall bid by classification within a work unit. Employees in the classification of Communications Specialist or Records Specialist shall bid by classification within a work unit. Employees on patrol shall sign up by seniority for position available on patrol. Employees in the Jail shall sign up for position available in the Jail. Should additional training or

experience be reasonably necessary and not available on the employee's current shift, that employee's shift and days off may be changed to receive the necessary training or experience. At the conclusion of the training or experience period the employee will be returned to their previous shift. The least senior employee on the corresponding shift may be transferred to accommodate the need to balance the shift complements. Should the shift bidding by seniority result in unbalanced shifts by the basis of the employee experience and ability to perform their jobs, then the Sheriff may move the least senior employee possible in order to achieve the balanced shift.

No employee shall be required to work more than one (1) shift in a workweek. Employees may volunteer to work more than one (1) shift per week.

B. Juvenile Group Workers may bid shifts and days off based upon seniority on or about October 1st and April 1st. The employer shall post the shifts for the following period noting the slots for both hours of work and days off. Shift bidding will occur in October and April for the two (2) subsequent three (3) month periods. ~~Employees in the Phoenix work unit shall sign up by seniority for positions available in Phoenix. Employees in the Youth Services (YS) Detention unit shall sign up by seniority for positions available in the YS Detention.~~ Group Workers and Senior Group Workers shall bid for shifts based upon seniority in their classification. Should additional training or experience be reasonably necessary and not available on the employee's current shift, that employee's shift and days off may be changed to receive the necessary training or experience. At the conclusion of the training or experience period, the employee will be returned to their previous shift. The least senior employee on the corresponding shift may be transferred to accommodate the need to balance the shift complements. Should the shift bidding by seniority result in unbalanced shifts by the basis of the employee experience and ability to perform their jobs, then the Youth Services Division may move the least senior employee possible in order to achieve the balanced shift.

The Division of Youth Services has determined that maintaining at least one (1) male and one (1) female on any shift for YS Detention is consistent with legal standards. At least one (1) person on any shift shall either be a Senior Juvenile Group Worker or an employee who is eligible to serve as Shift Lead ~~(YS Detention and Phoenix)~~. This will be accomplished as follows:

1. Intra-shift continuity shall first be accomplished by moving a less senior employee within a shift (thereby possibly changing their days off).
2. Inter-shift adjustments may be necessary to acquire preferred practice. Such adjustments would be made on the basis of seniority.
3. Nothing herein shall be construed to require the Division of Youth Services to modify its shift pattern (overall coverage each day of the week).

No employee shall be required to work more than one (1) shift in a week. Employees may volunteer to work more than one (1) shift in a week.

C. Irrespective of the normal procedures referenced in ~~C~~clause 6.7 (A) herein, the Sheriff's Office has determined that maintaining a 7-24 female/male staff continuity in the jail is preferred practice. To address this concern, the Sheriff's Office shall accomplish such continuity as follows:

1. Intra-shift continuity shall first be accomplished by moving less senior female deputies within a shift (thereby possibly changing the days off) before moving more senior male deputies.
2. Inter-shift adjustments could be necessary to acquire 7-24 female/male continuity. Such adjustments would be made on the basis of seniority per the contract.
3. Nothing herein shall be construed to require the Sheriff's Office to modify its shift pattern (overall coverage each day of the week).

D. Employees will normally be afforded an eight (8) hour break between their prior work shift and their new work shift. In the event circumstances exist that prevent this from occurring, the affected employee will be given one (1) shift off with pay, either the Friday swing shift or the Saturday graveyard shift, at the **COUNTY'S** election.

6.8 RECALL/CALLBACK

~~Employees who are held over, recalled or called back, An employee who, after completing their regular work shift, is recalled to report prior to their next regular shift for trial preparation, court appearance or~~ for reasons other than personal negligence, ~~shall be paid guaranteed a minimum of four (4) hours pay at the~~

~~appropriate regular or overtime rate as follows~~ shall be compensated at the appropriate regular or overtime rate subject to the following:

- A. An employee recalled after completing their regular work shift, for reasons other than personal negligence, shall be guaranteed a minimum of four (4) hours at the overtime rate.
- B. An employee ~~held over~~required to work within four (4) hours at the end of their regular shift is not considered to be recalled. ~~if~~ if the court appearance or preparation time is less than four (4) hours, the employee will be paid only from the end of the employee's regular shift until released from duty or end of court appearance. Employees recalled less than four (4) hours prior to the start of their regular shift shall be paid only from the beginning of their recall period until the beginning of their regular shift.
- ~~BC.~~ An employee recalled on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours of pay at the ~~appropriate regular or~~ overtime rate. If an employee is recalled a second time on the same day off within two and one half (2 ½) hours after the expiration of the first four (4) hours of recall, hours paid shall be from the end of the first four (4) hours recall until released from duty, less normal court noon recess. If an employee is recalled a second time on the same day off more than two and one half hours (2-½) after the expiration of the first four (4) hours of recall, the employee shall be guaranteed a minimum for (4) hours pay at the appropriate regular or overtime rate. If the employee is recalled a second time on the same day off within the first four (4) hour recall period, hours paid will only be for actual hours worked after the expiration of the first four (4) hours of recall unless released from duty.
- ~~CD.~~ Employees who are required to report to work while on ~~approved leave workers' compensation leave, time management, personal time, or compensatory time leave~~ will be compensated at their applicable overtime rate for ~~the duration of the shift~~actual hours worked. ~~Any used leave will not be reduced.~~
- E. Employees who are required to report to work while on a stand-alone Federal Medical Leave Act (FMLA) leave or Oregon Family Leave Act (OFLA) leave will be compensated at their applicable regular or overtime rate.
- F. Employees who are required to report to work while on Paid Family Medical Leave (PFML) will be compensated at their applicable regular or overtime rate for the equivalent length of their regular shift, regardless of

the hours worked, as described in paragraph A above. The **COUNTY** will notify the leaves administrator of the work performed so PFML payments can be adjusted accordingly without disruption to the leave period.

F. ~~Except as described elsewhere in this Article, recall hours will be paid at the employee's regular rate for hours worked during their regular schedule or overtime rate for the hours worked outside of their regular schedule in accordance with paragraphs A and B above and Article 7.9.~~

6.9 COURT APPEARANCES

Court appearances and trial preparation during any day shall be deemed to commence from the time an employee is required to appear in court or meet with the District Attorney's representatives for trial preparation and shall continue until released by the court or the District Attorney's representative that day. Travel within the County will not be paid. Travel time outside of the County and court noon recesses of one (1) hour or less in duration shall be considered time worked.

6.10 WITNESS FEES

It is understood that all witness fees and mileage expenses paid for court appearances (exclusive of mileage allowance for travel to and from areas outside the Eugene-Springfield city limits on the employee's own time) shall be turned over to the **COUNTY**.

6.11 MEAL PERIODS

Employees shall have a paid meal period of thirty (30) minutes.

It is agreed and understood between the parties that the employee's meal period may be interrupted by the **COUNTY'S** reasonable operating needs and that such employees are thus subject to call during their meal periods.

The **COUNTY** shall be obligated to provide a meal for those employees who are not allowed to leave **COUNTY** facilities during their lunch break.

6.12 REST PERIODS

Sheriff's Office employees shall be given paid breaks of fifteen (15) minutes twice a day to be scheduled in the middle of each half-day shift, or as close to that as possible. Should an employee be denied a break, the employee shall be paid thirty (30) minutes of overtime for each break the employee is denied.

Juvenile Group Workers shall be given two (2) fifteen-minute (15) breaks during an eight (8) hour shift. A break will be given for each four (4) hour period. Staff must take the break. If work conditions prevent a Juvenile Group Worker from taking a break, then the Juvenile Group Worker must notify the Shift Lead. If the Shift Lead cannot accommodate the break, the Juvenile Group Worker shall receive thirty (30) minutes extra overtime pay.

6.13 REPORTING PLACE

Sheriff's Office employees and Juvenile Group Workers shall report to their scheduled duty post at their designated starting time. No overtime pay shall be earned for de minimus activities as defined in Article 6.2 performed after the designated quitting time. Any hold-over overtime must be pre-approved by the shift supervisor, unless it is an emergency situation.

6.14 TRADING SHIFT/SCHEDULES/DAYS OFF

Employees who have similar qualifications and skills may request a long or short term trade of assigned shifts, and/or assigned days off with the approval of the affected employees. The trade shall be granted upon the approval of the appropriate supervisors verifying the employee possesses similar qualifications and skills deemed necessary by the **COUNTY** to adequately perform the job requirements. If denied, the reasons shall be given in writing upon the employee's request outlining the reasons for such denial.

The **COUNTY** agrees that it is the intent of this provision to grant such requests in good faith and shall not exercise its rights for the purpose of avoiding this *Agreement*.

All shift trading arrangements must be negotiated by the shift-trading individuals and, except in cases of emergency, they must give the supervisor at least forty-eight (48) hours advance notice in writing. The trade must be acceptable to the appropriate supervisor whose shift is affected. Approval will be based on ability to hold the position to be filled and the number of consecutive hours to be worked prior to and following the trade. Such a request for a trade shall not be unreasonably denied. The employee negotiating the trade will be responsible for obtaining the approval of all those involved.

Approved trades will be made on the basis of comparable skill levels. Parties agreeing to work a trade must at least be able to perform the same skills that the other person is certified to perform at the time they work for the other person (e.g., in Dispatch, the skills need to match so that the employee working the trade could do anything the other employee would be able to do). Salary level will not be a factor. **COUNTY** payroll will not be affected by the process (i.e., a

Communications or Records Specialist, Step 6, working for a Communications or Records Specialist, Step 1, will earn their normal hourly wage).

If, for any reason, an employee fails to work an agreed trade, that employee will have the number of hours deducted from their leave account equal to the number of hours the County was required to fill the trade. If the County filled the trade at overtime, the hours will be deducted by 1.5 per hour.

6.15 LONG-TERM TRADES

Long-term trades are defined as a voluntary change of assigned shift and/or assigned days off within the same classification series and within the assigned section for a period in excess of fourteen (14) calendar days.

6.16 SHORT-TERM TRADES

Short-term trades are defined as a voluntary change of assigned shift and/or assigned days off within the same classification series and within the assigned section for a period of up to fourteen (14) days.

6.17 SUBMITTING REQUESTS

At the time employees submit requests for short-term trades, the request shall identify the specific days, dates and shifts that each involved employee will work and will identify the specific days, dates and shifts that are to be considered "payback" of any days or hours owed. This change and/or "payback" must take place within ninety (90) calendar days. In all instances, employees shall only exchange a like number of days and/or hours of the same duration.

6.18 SHIFT TRADE LIMITATIONS

An employee trading shifts and/or days off may not work longer than sixteen (16) consecutive hours in any 24-hour period, except when an emergency exists.

6.19 OVERTIME WAIVED ON SHORT-TERM TRADES

The overtime (Article 7) will be waived for the traded hours on a short-term trade only.

6.20 DOCUMENTING SHORT-TERM TRADES

Employees absent from their assigned work shift due to a short-term trade with another employee will indicate the name and the hours worked by their replacement in the PeopleSoft timecard system. This information will be entered in the Employee Comment section of the Timecard Punches option.

Employees replacing another employee absent from their regular assigned shift due to a short-term trade will indicate the hours worked and the name of the employee they replaced on their time card. The employee replacing another employee assumes all of the responsibilities of the regularly scheduled employee.

6.21 OVERTIME RESTRICTIONS

No shift trade shall be allowed which will result in overtime costs to the **COUNTY**.

6.22 SCHEDULING PROCEDURE

The **COUNTY** shall post a pre-schedule which will indicate the number of personnel needed for each shift and indicate the predetermined days off to accomplish necessary personnel strength to assure adequate relief as required by the **COUNTY**.

6.23 COUNTY RIGHTS

The **COUNTY** retains the right to assign personnel to any section, division or work assignment as deemed necessary without previous notice as long as the assigned shift and days off remain the same.

6.24 SCHEDULE CHANGES-GOOD CAUSE

After posting of the final roster for the scheduling period, changes in schedules by the **COUNTY** will not be made without good cause. The spirit of this *Agreement* intends good cause, to include, but not limited to, bona fide emergency conditions, significant changes in staffing levels due to budget or other unforeseen circumstances that significantly impact **COUNTY** operations. If time permits the **COUNTY** will seek qualified volunteers to accommodate scheduling needs.

6.25 TEMPORARY RESCHEDULING

Temporary rescheduling for a period of thirty (30) days or less may be made at the discretion of the **COUNTY** without fourteen (14) calendar days' notice to accommodate temporary staffing needs, including but not limited to vacations, extended sick leave and military leave. If time permits, the **COUNTY** will seek qualified volunteers to accommodate this scheduling. Nothing in this section will be construed to limit voluntary trades of scheduling.

6.26 TEMPORARY HELP

The **COUNTY** will not continuously hire extra help employees beyond 520 hours.

6.27 SCHEDULING LIMITATIONS

Persons in continuous operations of twenty-four (24) hours per day and seven (7) days per week who are subject to rotated shifts shall not be required to work

more than seven (7) continuous days without a day off except in case of emergency as elsewhere defined in this *Agreement* in Article 6, Section 6.3.

TA'd 10/20/25

Item 6.a

ARTICLE 7
WAGES AND OVERTIME



7.1 SALARY/STEP CONVERSION

A. ~~For employees on the payroll on that date or the date of the Board of County Commissioners' approval of the Agreement, whichever is later, effective retroactively to the first full pay period following July 1, 2025, will move to the negotiated new salary plan, which will include increases to~~ all salary schedules as follows:

1. A two and one-half percent (2.5%) salary plan adjustment.
2. Employees in classifications listed below will move to the negotiated pay grades, retaining their step at the time of the adjustment.

- a. Deputy Sheriff
- b. Communications Officer
- c. Communications Specialist
- d. Public Safety Support Specialist
- e. Records Officer
- f. Records Specialist
- g. Facility Support Officer
- h. SO Communications Network Coordinator
- i. Juvenile Group Worker
- j. Juvenile Group Workers, Sr.

23. ~~Effective the first pay period following July 1, 2022, employees on the payroll on the date of ratification of the Agreement by the COUNTY, shall receive a two percent (2%) wage increase~~A cost of living adjustment (COLA) equivalent to the CPI-U West region (Annual Average) percentage for calendar year 2024 of two and eight tenths percent (2.8%).

- 3B. Effective the first full pay period following July 1, ~~2023~~2026, employees on the payroll on that date, shall receive ~~a two percent (2%) wage increase~~a COLA equivalent to the CPI-U West region (Annual Average) percentage for calendar year 2025, by no less than two percent (2%) and no more than five percent (5%).

- C. Effective the first full pay period following July 1, ~~2024~~2027, employees on the payroll on that date, shall receive ~~a two percent (2%) wage increase~~a COLA equivalent to the CPI-U West region (Annual Average) percentage for calendar year 2026, by no less than two percent (2%) and no more than five percent (5%).

~~B. Effective the first full pay period following July 1, 2022, employees on the payroll on the date of the Board of County Commissioners' approval of the Agreement in the Deputy Sheriff, Communications Officer, Communication Specialist, SO Communication Network Coordinator, Records Officer, Records Specialist and, Public Safety Support Specialist, Facility Support Officer classifications will move to the negotiated pay grades. Employees will be placed at the step closest in pay to their current step which does not result in a decrease in pay.~~

C. Employees on the payroll as of the date of ratification and approval by the Board of County Commissioners will receive a one-time payment of two hundred fifty dollars (\$250.00) in the first full pay period following approval. Employees on the payroll the first full pay period following January 1, 2027 will receive a one-time payment of one thousand seven hundred fifty dollars (\$1,000.750.00). ~~Employees on the payroll as of the date of ratification and approval by the Board of County Commissioners who did not receive a market adjustment will receive an additional one-time payment of five hundred dollars (\$500.00).~~

7.2 **DPSST CERTIFICATION**

Those Sheriff's Office bargaining unit members who have obtained a DPSST certification shall receive the following certification pay based on the following recognized DPSST standards. Once the Sheriff's Office receives an approved DPSST certification, the pay increase will be retroactive to the first pay period following either: 1) the date listed on the DPSST certification; or 2) thirty (30) days after submittal by the employee to the Sheriff's Office Training Coordinator, whichever occurs first.

Advanced Certification 6.0%

Intermediate Certification 3.0%

Those members who are Records Officers and Records Specialists and who are assigned for at least two (2) consecutive hours to either the Police Services Division Communications Center or the Corrections Division Central Control and Reception will receive a five percent (5.0%) premium above their normal rate-of-pay for that shift.

7.3 **BILINGUAL PAY**

Any employee who is bilingual in Sign Language or Spanish shall be paid five percent (5%) premium pay. Bilingual pay becomes effective on the first pay period following successful proficiency testing.

7.4 **LONGEVITY PAY**

Effective the first pay period following an employee's tenth (10th) year anniversary, employee will receive two point five percent (2.5%) premium pay in recognition of the knowledge of the job they have acquired in those years of service. Effective the first pay period following every fifth (5th) anniversary thereafter, employees shall receive an additional two point five percent (2.5%) premium pay.

7.5 K-9 PAY

Deputies assigned to the canine unit shall receive five (5) hours per seven (7)-day workweek for care and feeding of the canine. Overtime will not be paid for such extra work, unless the deputy is not released from patrol to address canine care duties. Time allowed per workday for canine care shall be considered appropriate compensation for canine maintenance for the entire week, including days off.

7.6 STEP ADVANCEMENT

Each ~~newly hired~~ employee shall ~~advance from Step 1 to Step 2 after receive step increases in~~ twelve (12) months ~~interval of appointment to a classification and to each higher step~~, up through step seven (7) provided that the employee receives at least an overall "successful" rating on their annual evaluation. In no case shall an employee be on a step longer than twelve (12) months including in-class transfers, provided the employee is performing at a "successful" level or higher.

~~Effective the first full pay period following July 1, 2022 all employees in the Records Officer 1 classification will move to the Records Officer 2 classification at a step that is closest to their current step that does not result in a decrease in pay. The Records Officer 1 classification will be eliminated and the Records Officer 2 classification will be renamed to Records Officer.~~

7.7 EMPLOYEE EVALUATIONS

In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step through step 7.

7.8 APPROPRIATE STEP PLACEMENT

Upon appointment to a classification within the bargaining unit an employee shall be placed on the appropriate step within the salary range.

OVERTIME

When overtime work is required for the efficient operation of the **COUNTY**, the following shall apply:

7.9 OVERTIME

The following definitions shall be applicable for this section.

- A. Work Cycle: The "work cycle" shall either be a seven (7) day period, or a fourteen (14) day work cycle for those on eleven and one half (11.5) hour shifts.
- B. Overtime: "Overtime" shall be all work performed in excess of forty (40) hours in a 7 day work cycle, eighty (80) hours in a fourteen (14) day work cycle (as applied to the eleven (11) hours and twenty-five (25) minute schedule in article 6.2) or any work performed in excess of the employee's regularly scheduled shift.
- C. If an employee is held over after beyond their regularly assigned shift, all continuous and are not released prior to their next shift, all hours worked in the next shift will be paid at the applicable overtime rate.
- D. Exceptions under Article 6.3, paragraph 3, apply to this article as well.

7.10 OVERTIME COMPENSATION

Subject to the exception in Section 7.9,

all authorized overtime work shall be compensated ~~by cash payment~~ at the rate of one and one half (~~1-1/2~~21.5) times the regular hourly rate.

7.11 COMPENSATORY TIME

- A. At the request of the employee and with the consent of the COUNTY, an employee may earn compensatory time off at the rate of one and one half (1-1/2) hours for each hour of overtime worked. Any compensatory time off over forty (40) hours not taken by the first pay period of April and the first pay period of October of each year shall be paid out.
- B. In the event the County allows the accrual of Compensation Time per section 7.11 (A) above and subject to ongoing consent by the County:
 - 1. Any overtime worked by LCPOA employees to cover Compensation Time leave must be accepted as paid overtime and cannot be accrued as Compensation Time.
 - 2. Any overtime required to cover Compensation Time leave requests must be voluntarily accepted by other qualified employees prior to the leave request being approved. Mandatorily assigned overtime will not be utilized to cover Compensation Time leave.

3. The policy to approve Compensation Time leave requests that result in staffing levels below minimum staffing will be determined by either the Sheriff's Office Division Commanders and by work section; or Youth Services ~~Program~~ Supervisors that allows each section or work unit to facilitate critical operations in a fiscally responsible manner. These levels are considered management rights and shall not be negotiated with bargaining units.
 4. Section 9.10 (C) of this *Agreement* shall not apply for Compensation Time leave requests. Compensation Time leave requests not approved or denied in writing shall not be considered approved.
 5. Any Compensation Time leave request submitted or not approved in writing seventy-two (72) hours prior to the requested leave time shall be considered denied.
 6. It shall be the employee's responsibility requesting Compensation Time to ensure that Compensation Time Leave requests are approved in writing prior to taking the requested Compensation Time leave.
- C. Any unused accumulated compensatory time off shall be paid out at the time of termination, death, or transfer to another Department or bargaining unit.

7.12 COUNTY RIGHTS

The **COUNTY** shall be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime.

7.13 OVERTIME COMPENSATION LIMIT

Overtime shall be compensated for only once for the same hours worked.

7.14 OVERTIME CALCULATION

Overtime shall be calculated based upon actual time worked.

7.15 OVERTIME REST PERIOD

Employees who are required to work beyond their regular quitting time, shall be allowed a fifteen (15) minute rest period before the first hour of overtime worked has lapsed, providing that it can be reasonably foreseen that such overtime will exceed three (3) hours in duration, and providing that no operational emergency exists. This section does not apply to voluntary prearranged overtime

Juvenile Group Workers will not be allowed to work more than sixteen (16) consecutive hours, nor more than sixteen (16) hours out of a twenty-four (24) hour period. If a Juvenile Group Worker works at least twelve (12) consecutive hours they are prohibited from accepting overtime that will not afford them at least an eight (8) hour off-duty, unpaid break prior to their next regularly scheduled shift.

7.16 SHIFT COMPLETION

It is understood that for the purposes of overtime calculations, employees working shifts which overlap workdays shall be assumed to have completed their shift on the day in which it commenced.

7.17 WORKING OUT OF CLASS

A bargaining unit employee temporarily assigned to act in the capacity of a bargaining unit or non-bargaining unit position classified at a higher rate of pay shall be paid at a minimum rate for the position to which assigned or ~~at one step higher than the employee's current rate, not to exceed a maximum of five percent (5.0%)~~ increase above their current base wage (including applicable premium pay, such as longevity or detective assignment compensation), whichever is higher, for all work performed for a minimum of one (1) complete shift per assignment, provided that such assignment is not for training purposes. Once the employee has completed a full shift as provided herein, said employee shall be compensated for the working-out-of-class pay from the beginning of said assignment.

7.18 ABIDE BY PROVISIONS

It is agreed that an employee shall not be assigned to such positions in a trainee status, nor shall an employee be rotated in and out of such assignment, nor shall the **COUNTY** request individual waiver for employees solely for the purpose of evading the provisions of this section.

7.19 PAY/BENEFITS - NO REDUCTION

An employee temporarily assigned to work in a position classified at a lower rate of pay shall not receive a reduction in pay or benefits during the period of such assignment.

7.20 SALARY FROZEN

Employees who are reclassified to a classification with a lower salary range and who at the time of the reclassification, are above maximum salary for the new classification, ~~will~~ may have their salaries frozen for the period of time defined in the schedule below or until the range exceeds their salary:

Years Continuous Regular Service	Date of Salary Change
Less than one (1) year	Six (6) months from the date of reclassification
One (1) year but less than five (5) years	One (1) year from the date of reclassification
Five (5) years, but less than ten (10) years	Two (2) years from the date of reclassification
Ten (10) years or more	Three (3) years from the date of reclassification

Premium Pay

7.21 ANNUAL SUCCESSFUL ORPAT PAY

Employees who successfully pass the Oregon Physical Abilities Test (ORPAT) at the Deputy Sheriff entry standard will receive an annual payment of one hundred fifty dollars (\$150.00) in the first full pay period following July 1 for each year of this agreement. Employees must submit documentation to the Sheriff's Office of successful completion of the ORPAT at the entry standard by June 30 each year.

7.22 FIELD TRAINING OFFICER (FTO) PAY

LCPOA members in the Sheriff's Office shall receive five percent (5%) FTO premium pay for the hours they are responsible for training an employee in a formal FTO program.

The **COUNTY** shall select FTOs pursuant to General Order 3.21. If a qualified FTO is not available due to short term absences during the day and time needed to train an employee, the **COUNTY** may designate a non-FTO to perform the training duties, and that employee will receive FTO pay.

7.23 DETECTIVES

Those employees assigned to detective shall receive a five percent (5%) premium pay while serving in that capacity.

7.24 BOMB TECH

Employees assigned as Bomb Techs will receive five percent (5%) premium pay while engaged as Bomb Techs.

7.25 SPECIAL OPERATIONS RESEPNSE TEAM (SORT)

The deputies selected for assignment to the SORT team shall receive five percent (5%) premium pay when either engaged in SORT emergency responses outside the setting of the Lane County Adult Corrections Division or when called in to, or utilized exclusively in controlling a major disturbance at one of Lane County's Correctional facilities. The premium pay will not be paid for training operations, taser assignments at the Correctional facility, cell extractions, or other non-emergency security contracts, such as the University of Oregon football games.

A "Major" disturbance ~~as is~~ defined in the LCAC Emergency Procedures Manual.

7.26 **ON-CALL**

Any employee required to be on-call by the **COUNTY** or Sheriff's Office will receive ~~fiftyseventy five~~ dollars (\$~~5075~~.00) per day of on-call pay. If called out, an employee will receive call back pay pursuant to Article 6.8.

7.27 **DEFERRED COMPENSATION**

~~Effective the first pay period following ratification by the Board of County Commissioners, the **COUNTY** will contribute one percent (1%) of the employee's wages to the **COUNTY**'s deferred compensation providers through June 20, 2025. Effective June 21, 2025, the **COUNTY** will not contribute to the deferred compensation providers.~~

- A. ~~Each eligible regular new employee will be auto-enrolled in the **COUNTY**'s deferred compensation program with an employee contribution of one percent (1.0%) of their wages. Employees can choose to opt out of the contribution or increase the employee contribution amount.~~
- B. ~~Effective within thirty (30) days of the Board of County Commissioners approval of the *Agreement*, for employees on the payroll on the date of approval who are enrolled in the **COUNTY**'s deferred compensation program with a minimum one percent (1.0%) employee contribution of their wages, the **COUNTY** will begin a matching contribution up to a maximum of one percent (1.0%) contribution of the employee's wages to the **COUNTY**'s deferred compensation providers. If an employee opts out of a deferred compensation employee contribution they will not be eligible for the **COUNTY**'s maximum of one percent (1.0%) matching contribution.~~
- C. Employees shall be responsible for ensuring their accounts do not exceed the maximum allowed under IRS rules.

7.28 **MENTAL WELLNESS INCENTIVE**

Employees who visit an outside licensed mental health provider, primarily trained and certified in providing mental health services, during the fiscal year will receive an annual payment of one hundred fifty dollars (\$150.00) in the first full pay period following July 1 for each year of this *Agreement*. The employee must provide an outside licensed mental health provider's note confirming the visit by June 30 of each year. This provision does not apply to fit-for-duty evaluations, nor required mental health evaluations resulting from a critical incident.

ARTICLE 8**INSURANCE****8.1 INSURANCE POLICIES**

The **COUNTY** agrees to cover its eligible and qualified regular probationary and non-probationary employees with certain insurance protection and related programs at benefit levels no less than those in effect as of ratification of this *Agreement*. For the purposes of this Article, Employee + Other shall be defined as family including children, spouse or domestic partner. These insurance benefit programs will include:

- A. Health Insurance. The **COUNTY** will provide employees health insurance. Employees hired on or before December 31, 2025 will have the choice between the Co-Pay Plan, the Plus Plan, ~~or and a~~ High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) or Health Reimbursement Arrangement via a Voluntary Employees' Beneficiary Association (HRA-VEBA). Employees hired on or after January 1, 2026 will have the choice between the Plus Plan or HDHP with HSA/HRA-VEBA. All plans include coverage for a vision exam.
1. Effective the first full pay period following January 1 ~~of 2023, 2024 and 2026~~ the deductible for the HDHP is one thousand seven hundred dollars (\$1,700) for Employee Only and three thousand four hundred dollars (\$3,400) for Employee + Other. ~~f~~For all employees who elect the High Deductible Health Plan (HDHP), the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as individualEmployee Only (\$15001,700) or familyEmployee + Other (\$30003,400), into the employee's health savings account (HSA) or Health Reimbursement Arrangement (HRA). Effective January 1, 2027 the deductible for the HDHP is two thousand dollars (\$2,000) for Employee Only and four thousand dollars (\$4,000) for Employee + Other. For employees electing the HDHP the COUNTY will deposit one thousand six hundred dollars (\$1,600) for Employee Only or three thousand two hundred dollars (\$3,200) for Employee + Other into the employee's HSA or HRA-VEBA at the employee's option. For employees who participate in the Live Well Health Risk Assessment (LWHRA), as described in section 2 iv. below by November 30 each calendar year, the COUNTY will deposit into the employee's elected HSA/HRA-VEBA, based on their enrollment, an additional four hundred dollars (\$400) for Employee Only or eight hundred dollars (\$800) for Employee + Other.

Applicable deposits for employees who elect the HDHP will occur within the first five (5) business days following January 1 for each year of this Agreement.

2. Health Plans and Contributions:

- i. For all employees who elect the HDHP, the employee's monthly contribution will be as follows: Employee Only = twenty dollars (\$20.00); Employee + Other ~~(Children/Family/Spouse or Domestic Partner)~~ = twenty dollars (\$20.00).
- ii. For all employees who elect the Plus Plan, the employee's monthly contribution will be as follows: Employee Only = thirty dollars (\$30.00); Employee + Other ~~(Children/Family/Spouse or Domestic Partner)~~ = fifty dollars (\$50.00).
- iii. For eligible employees who elect the Co-Pay Plan, the employee's monthly contribution will be as follows: Employee Only = fifty dollars (\$50.00); Employee + Other ~~(Children/Family/Spouse or Domestic Partner)~~ = seventy dollars (\$70.00).
- iv. For employees paying a contribution to their health insurance who complete the annual "Live Well" Health Risk Assessment (LWHRA), which includes a biometric screening, health history and risk assessment questionnaire and comprehensive health review, offered by the **COUNTY**, the **COUNTY** will provide a "Live Well" credit of twenty dollars (\$20.00) to the employees' monthly health contribution cost.

B. Continuation After Death. In case of death in the line of duty, the **COUNTY** will continue the employee's elected health insurance plan for all dependents enrolled in the plan at the time of death for up to eighteen (18) months.

C. Opt Out. The **COUNTY** will offer an "opt out" provision for employees who determine that they do not require medical insurance and vision exam coverage through the **COUNTY** plans. The employee would receive three hundred and fifty dollars (\$350.00) a month in lieu of medical insurance and vision exam coverage. The employee will be required to provide proof of other non-County group coverage at the time of the declination of County medical insurance and vision exam coverage, and is required to have continuous group medical coverage.

Employees hired on or after January 1, 2024 covered by **COUNTY** health insurance through another eligible participant will not be eligible for the opt-out provision.

- ~~GD~~. Dental Insurance. The **COUNTY** will provide fully paid employee and dependent dental insurance, (including adult orthodontic care) or, at the option of the employee, a dental maintenance plan.
- ~~DE~~. Life Insurance. The **COUNTY** will provide fully paid employee term life insurance including accidental death and dismemberment in the amount of \$50,000 or twice the employee's annual salary, whichever is greater;
- ~~EE~~. Occupational Life Insurance. The **COUNTY** will provide fully paid employee occupational life insurance in the amount, of \$10,000 in accordance with ORS 243.005 through 243.055;
- ~~FG~~. Long Term Disability. The **COUNTY** shall provide fully paid employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability; not to exceed the limits of the plan, \$10,000 or (\$6,667 per month); which shall not be decreased during the life of the *Agreement*.
- ~~GH~~. Liability Insurance. The **COUNTY** shall maintain liability insurance or self-funded protection per ORS 30.285;
- ~~HI~~. Supplemental Insurance. The **COUNTY** agrees to provide payroll deduction services for employees who elect to enroll and self-pay in one supplemental insurance policy subject to the **ASSOCIATION'S** choice.

8.2 PERS AND FICA ENROLLMENT

The **COUNTY** agrees to enroll each eligible and qualified employee in the following programs:

- A. The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP). The **COUNTY** shall pay the employer's portion of this cost.

The **COUNTY** will pay the employees' required six percent (6%) contribution.

- B. The Social Security System (FICA), for enrollment purposes, only.

8.3 RETIREE'S INSURANCE

- A. Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years (excluding a break in service related to Workers' Compensation) prior to age seventy (70), shall be eligible for County-paid health insurance and may transfer from the active group to the retired group, provided such employees are eligible for and receiving PERS benefits.
- B. Upon retirement, all employees hired between July 1, 1987 and July 1, 1993 and who have worked twenty (20) full, continuous years (excluding a break in service related to Workers' Compensation) prior to age seventy (70) shall be eligible for County-paid health insurance and may transfer from the active group to the retired group, provided such employees are eligible for and receiving PERS benefits.
- C. To qualify for Public Safety voluntary retirement, employees must be defined as Police Officers under ORS 237.121 and. ORS 237.610, and be at least fifty (50) years of age. Other employees must be fifty-five (55) years of age or older or receiving benefits under the **COUNTY** long-term disability program regardless of age.
- D. It is understood that annual adjustments, if any, to health insurance benefits of retired employees will be determined in the sole discretion of the **COUNTY** and may or may not equal those of bargaining unit members.

8.4 **DISABILITY AND MEDICAL LEAVE**

- A. Paid Family Medical Leave
 - 1. An employee who has a qualifying life event and are eligible, as defined by ORS 657B.010, or their designee, must notify the **COUNTY** of the need to take Paid Family Medical Leave (PFML) thirty (30) days before a foreseeable qualifying reason. In an emergency, an employee, or their designee, must notify the **COUNTY** of the need to take PFML within twenty four (24) hours of the commencement of the leave and must provide written notice within three (3) days of starting leave.
 - 2. As outlined in the Administrative Procedures Manual (APM) Chapter 3, Section 35, employees may be eligible for a maximum of twelve (12) weeks of PFML per benefit year, with an additional two (2) weeks for limitations related to pregnancy.
 - 3. Replacement wages will be paid by the **COUNTY**'s absence management provider. If the replacement wages do not equal the employee's gross base wage, the employee may choose to offset the reduction from their

regular pay by charging time to their accrued leaves.

4. Employees who are on PFML shall not accrue Time Management (TM). However, if employees supplement PFML payments, they will accrue TM only on the used accrued leave hours.
5. PFML, Federal Medical Leave Act (FMLA), and Oregon Family Leave Act (OFLA) leaves run concurrently, unless otherwise prescribed by law. See the **COUNTY**'s APM for more information.

Non-occupational Illness or Injury

1. ~~County Medical Leave (Short Term Disability) will be paid as follows:~~
 - a. ~~All employees who have completed six (6) months of regular employment with the **COUNTY** will be granted an eighty (80) hour Elimination Period Bank.~~
 - b. ~~This Elimination Period Bank (EPB) may only be used for the continuous 80-hour elimination period for approved Short Term Disability (STD) leave and once used will not be renewed.~~
 - c. ~~The EPB may not be donated or sold (converted), even at termination, nor does it accrue regular TM when used.~~
 - d. ~~EPB is not transferrable between **COUNTY** bargaining units and is ineligible for use if an employee continues **COUNTY** service under different representation. Nor will the employee utilized EPB granted by other bargaining units while represented by the **ASSOCIATION**. However, should an employee leave an **ASSOCIATION** represented position and return, any unused EPB from previous service will be eligible for use.~~
 - e. ~~First two (2) weeks of STD (one (1) week equals 40 hours for full-time employees) is the Elimination Period and will be charged to the employee's accrued Leave Banks or may be taken as Unpaid Leave if all other approved Leave Banks have been exhausted.~~
 - f. ~~Third and fourth weeks continue at one hundred percent (100%) pay.~~
 - g. ~~Fifth (5th) and sixth (6th) weeks continue at ninety percent (90%) pay; (For full-time employees, this translates to seven hours twelve minutes (7.2) hours/day.)~~

- h. ~~Seventh (7th) and eighth (8th) weeks continue at eighty percent (80%) pay; (For full-time employees, this translates to six hours twenty four minutes (6.4) hours/day.)~~
 - i. ~~Ninth (9th) and tenth (10th) weeks continue at seventy percent (70%) pay; (For full-time employees, this translates to five hours thirty six minutes (5.6) hours/day.)~~
 - j. ~~Remaining time will be paid at sixty-six and two-thirds percent (66-2/3%) to the conclusion of ninety (90) days; (For full-time employees, this translates to five hours eighteen minutes (5.3) hours/day.)~~
2. ~~Once an employee has received benefits under this provision, no further time shall be charged against an employee's time management leave until the employee has returned to work and subsequently suffered another illness or injury.~~
 3. ~~If the same illness or injury recurs, requiring the employee to leave work, and the employee has returned to work for twenty-eight (28) or less calendar days, or if the employee is remaining under a doctor's care and the doctor recommends additional time off for the same illness or injury, no additional time will be charged against the employee's accrued time management leave.~~
 4. ~~It is, understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work in full capacity, as substantiated by the employee's physician. Return to work in a limited duty capacity shall be counted as part of and shall not extend the ninety (90) day eligibility period.~~
 5. ~~It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 15, DISCIPLINE AND DISCHARGE, of this Agreement.~~
 6. ~~Employees who are on disability leave shall not accrue Time Management (Article 9) or holiday time/personal time off (Article 10.1-10.4). The **COUNTY** will not charge any holiday time/personal time off when an employee is off on disability leave.~~

- ~~7. Employees who have exhausted the ninety (90) calendar days short-term disability leave and who have a medical prognosis to be able to return to full duty within the next ninety (90) calendar days may request up to an additional ninety (90) consecutive calendar days of leave without pay.~~
- ~~8. Deputies who are approved for an additional ninety (90) days of unpaid leave per paragraph 8 are eligible to sell accrued leave (excluding Extended Illness Hours) up to the amount needed to match base pay plus certification pay and/or longevity pay plus the cost of maintaining health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA).~~
- ~~9. If an employee is unable to return to full duty within the first one hundred eighty days (180), the parties agree to meet prior to the one hundred eightieth day (180th) to discuss the employee's prognosis to a full return.~~

B. Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers Compensation, the following shall apply:

1. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their full pay and benefits minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance.
2. Deputies or ~~g~~Group ~~w~~Workers who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their full pay and benefits minus any applicable employee contributions for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance. The **COUNTY** shall maintain fully paid health benefits minus any applicable employee contributions during a worker's compensation qualified leave up to one hundred eighty (180) days from first date of authorized time loss or modified duty, provided that the medical prognosis indicates that the employee will be able to return to work within the one hundred eighty (180) days. The **COUNTY** agrees to subsidize the cost of continuation of the deputy's or group workers'

health insurance and dental benefits, minus any applicable employee contributions, under COBRA for a maximum period of one hundred eighty (180) days from the effective date of the employee separation.

3. Employees on Worker's Compensation leave shall not have holiday time/personal time off deducted from their personal banks if they have not been released to work.
4. Employees on Workers' Compensation shall not accrue holiday time/personal time off if they have not been released to work.

8.5 **SUBROGATION**

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies) insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages.

The parties recognize that many personal injury claims are settled for less than full value. If an employee believes a settlement of the claim against a third person was less than the full value of the claim, whether the employee spent a substantial amount of money in expert fees, court costs, to recover the claim, etc., the employee and the **COUNTY** will meet in an attempt to comprise the **COUNTY'S** right of subrogation. If that cannot be accomplished, the parties may mutually agree to submit it to an Arbitrator pursuant to the grievance procedure to establish an appropriate amount.

ARTICLE 10**PAID LEAVE****10.1 HOLIDAYS**

In lieu of paid holidays, employees shall accrue holiday time/personal time (PT) off at the rate of ~~3.385~~ 3.69 hours per biweekly pay period to an accumulation of ~~eighty-eight (88)~~ ninety-six (96) hours at any one time. Employees will be required to use PT when taking off a County recognized holiday. County recognized holidays are New Year's Day, Martin Luther King Jr.'s Day, President's Day, Memorial Day, Juneteenth (June 19), Independence Day (July 4th), Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. The day of the week that the holiday falls in the calendar year will be the day the employee must code as PT. For example if July 4th falls on a Saturday, LCPOA employees will code PT on the 4th of July, not on the Friday before, which would be the County observed holiday for non LCPOA employees.

10.2 MUTUALLY AGREED SCHEDULING

Holiday time/personal time off may be taken at times mutually agreeable between the employee and the **COUNTY**. If mutual agreement cannot be reached after the employee has reached ~~ninety-six (96)~~ one hundred four (104) hours accumulation then the **COUNTY** may assign time off to be in conjunction with the employee's normal days off to avoid payment of overtime. Compensation for holiday/personal time off shall be at the straight time rate per hour taken.

10.3 MAXIMUM ACCUMULATION OF HOLIDAY/PERSONAL TIME

An employee may accumulate up to a maximum of one hundred four (104) hours if arrangements cannot be made to allow the employee to take holiday time/personal time off, and if the employee is unable to take holiday/personal time off due to **COUNTY** requirements, the employee may receive paid compensation at one and one half (1:1.5) times the applicable straight time rate in lieu of future accumulations one hundred four (104) hours until such time as accommodations can be made to allow time off.

10.4 HOLIDAY/PERSONAL TIME PAYOFF

Employees when terminated, who have accumulated holiday/personal time not to exceed the limits above, shall be paid for such holiday time/personal time off provided that such pay shall be at the straight time rate. If the employee dies, their personal representative shall be paid in the same manner.

10.5 BEREAVEMENT

Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) day's pay, (need not be

consecutive), or if out-of-state travel is required one (1) week's pay at the regular straight time hourly rate. Immediate family is defined as spouse, child (biological, adopted, foster, step-child, or the child of an employee's Registered Domestic Partner), miscarriage or stillbirth, mother, father, stepmother, stepfather, father-in-law, mother-in-law, grandparents, grandparents-in-law, grandchild, brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, Registered Domestic Partner, domestic partner (affidavit on file), parent of a Registered Domestic Partner, a person with whom the employee is or was in a relationship of in loco parentis, any other relative residing in the employee's immediate household, and any other relationship as defined in the Administrative Procedures manual. County paid bereavement must be taken within ~~thirty (30) days~~ twelve (12) months of death. Exceptions may be granted by the Sheriff or the Department Director for exceptional circumstances. An employee may also be entitled to OFLA bereavement leave, which runs consecutively to **COUNTY** paid bereavement leave. This OFLA bereavement leave is unpaid unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the employee receiving notification of the death and only for those individuals recognized by OFLA as immediate family.

10.6 **JURY DUTY**

An employee who appears for jury duty, or subpoenaed as a State's witness in any municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. In addition, said employees shall be reassigned to day shift while on jury duty by way of administrative shift trade, without regard to the notice requirements of Article 6.4.

If an employee is released from jury duty more than one and a half (1-½) hours early, they shall contact their shift supervisor to see if they are required to report to duty. If the employee is released with less than one and a half hours (1-½) early the employee is not required to report back for duty.

ARTICLE 21**TERM OF AGREEMENT****21.1 LENGTH OF CONTRACT**

Three (3) years: July 1, ~~2022-2025~~ through June 30, ~~2025~~2028.

21.2 NEGOTIATE MODIFICATIONS

If either party serves written notice of its desire to terminate or modify this *Agreement*, the parties shall commence negotiations by April 1 prior to the expiration of the *Agreement* except by mutual consent.

21.3 CONTRACT CONTINUATION

The provisions of this *Agreement* shall continue during negotiations for a successor, unless either party has terminated the *Agreement*.

EXECUTED ~~FOR LANE COUNTY~~ the _____ day of _____, ~~2025~~:

FOR LANE COUNTY BY:

Steve Mokrohisky
County Administrator

~~Clifton Harrold~~ Carl Wilkerson
Sheriff

Inga Wood
Labor Relations Manager

EXECUTED FOR LCPOA:

Eric Churchill
President LCPOA

LCPOA Grade Adjustments – 2025 Proposal

Effective the first full pay period following July 1, 2025 for employees on the payroll on that date or the date of the Board of County Commissioners' approval of the Agreement, whichever is later, adjustments will be made as follows:

Classification	Job Code	Current Grade	New Table Grade*	Grade After Unit Wide Increase and Market Adj.
Deputy Sheriff	F002	35	36	38
Communications Officer	F017	33	33	33
Communications Specialist	F018	34	35	35 36
Public Safety Support Specialist	F029	24	25	26
Records Officer	F031	20	21	22
Records Specialist	F032	26	27	27
Facility Support Officer	F035	22	23	25
SO Communications Network Coordinator	H021	33	33	40
Juvenile Group Worker	K004	27	27	30
Juvenile Group Worker Sr.	K005	31	31	32 34

*The grade assigned on the new salary table is the closest equivalent to the current grade, excluding group worker classifications that have their own salary table.

All movement for employees will be step-to-step—they will retain the step they are currently on when moving to a new grade.

Health Plan Comparison 1/1/~~2025~~2026

Item 6.a

ELIGIBILITY:

- Eligible LCPOA employees, retirees and COBRA participants hired on or before December 31, 2025 may choose between the HDHP, Plus and Co-Pay Plan.
- Eligible LCPOA employees, retirees and COBRA participants hired on or after January 1, 2026 may choose between the HDHP and Plus Plan.
- All employees who enroll in the HDHP can choose between a Health Savings Account (HSA) and an HRA-VEBA for the County Contribution.

SERVICE	HIGH DEDUCTIBLE HEALTH PLAN (HDHP)		PLUS PLAN		CO-PAY PLAN	
	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING	OUT OF NETWORK
Annual Deductible Single / Family	\$1,650/\$3,300 \$1,700/\$3,400		\$250 / \$750		None	
Out-of-Pocket Limit Single / Family	\$3,000 / \$6,000		\$2,000 / \$6,000		\$1,500 / \$4,500	
HEALTH SAVINGS ACCOUNT (HSA) or HRA-VEBA	\$1,650 / \$3,300 \$1,700/\$3,400		N/A		N/A	
PREVENTIVE SERVICES						
Well baby care	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Routine/annual exams	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Immunizations	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
PROFESSIONAL SERVICES						
Primary Care Office Visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
Specialist Office Visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
Surgery	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$35 co-pay	50%
Urgent care office visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
HOSPITAL SERVICES						
Inpatient room and board	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Inpatient rehabilitation	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Skilled nursing facility care	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Emergency room visits (true emergency)	Deductible then 20%	Deductible then 20%	\$250 co-pay* ^	Deductible then 50% ^	\$250 co-pay per day ^	50% ^
OUTPATIENT SERVICES						
Outpatient surgery facility fee	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay	50%
Advanced diagnostic imaging	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	50%
Diagnostic and therapeutic radiology and lab	Deductible then 20%	Deductible then 40%	No charge up to the first \$500* then deductible then 20% co-insurance	Deductible then 50%	No charge	50%
OTHER COVERED SERVICES						
Durable medical equipment	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	20%
Alternative care (includes chiropractic and acupuncture – excludes massage)	Deductible then 20% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	Deductible then 40% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	\$25 co-pay* (20 visits per CY chiro max; 12 visits per CY acupuncture max)	Deductible then 50% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	\$35 co-pay* (20 visits per CY chiro max; 12 visits per CY acupuncture max)	50% (20 visits per CY chiro max; 12 visits per CY acupuncture max)
Routine eye exam (active employees only)**	\$15 co-pay*	30%*	\$15 co-pay*	30%*	\$15 co-pay*	30%*

*Not subject to annual deductible. ^Co-Pay Plan: Co-pay subject to 5-day max. Co-pay waived if admitted to hospital. For emergency medical conditions, out of network providers are paid at the participating provider level.

^Plus Plan: Co-pay applies to emergency room physician and facility charges only. Co-pay waived if admitted to hospital.

**One eye exam every 24 months for adults, one eye exam every 12 months for children 18 or younger. LCPOA members receive two exams every 12 months regardless of age. Retiree plans exclude eye exam.

Prescription Comparison 1/1/2025

Item 6.a

HIGH DEDUCTIBLE HEALTH PLAN*		Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^				
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance	
Participating Mail Order Service				
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance	
Non-participating Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance			
Specialty Drugs – Participating Specialty Pharmacy				
Up to a 30 day supply	20% co-insurance			
Specialty Drugs – Not filled through Participating Specialty Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance			
PLUS & CO-PAY PLANS*		Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^				
Up to a 30 day supply	\$15 co-pay	\$30 co-pay	\$35 co-pay	
31-60 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay	
61-90 day supply	\$45 co-pay	\$90 co-pay	\$105 co-pay	
Participating Mail Order Service				
Up to a 90 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay	
Non-participating Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater			
Specialty Drugs – Participating Specialty Pharmacy				
Up to a 30 day supply	Same as retail 30% co-insurance up to \$100 max			
Specialty Drugs – Not filled through Participating Specialty Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater			

Important:

- Eligible LCPOA Employees, retirees and COBRA participants may choose between the High Deductible Health, Plus Plan and Co-Pay Plan. All plans are subject to generic preferred drugs. Brand name drugs will be allowed only when medically required.

Note: If you receive a brand name drug when a generic is available, you will be responsible for the cost of the drug. See your member handbook for important information about your prescription drug benefit.

^ Remember to show your PacificSource ID card each time you fill a prescription at a retail pharmacy.

This is just a summary of benefits, and the plan documents govern. Please consult your [PacificSource Member Handbook](#) or contact 541-684-5582 for more information.

Health Plan Monthly Premium Comparison 1/1/~~2025~~2026

Item 6.a

Employee cost per month^

Labor Agreement	Hire Date	Co-Pay Plan**	High Deductible Health Plan**	Plus Plan**
<u>LCPOA</u>	<u>On or after</u> <u>1/1/2026</u>	<u>N/A</u>	<u>\$20/month</u>	<u>Employee – \$30/month Employee +</u> <u>Dependent(s) – \$50/month</u>
LCPOA	Any date of hire <u>On or before</u> <u>12/31/2025</u>	Employee – \$50/month Employee + Dependent(s) – \$70/month	\$20/month	Employee – \$30/month Employee + Dependent(s) – \$50/month

** All eligible employees with a premium cost share who complete all parts of the “Live Well Credit” Health Risk annually will receive a \$20/month credit.

Health Plan Comparison 1/1/~~2025~~2027

Item 6.a

ELIGIBILITY:

- Eligible LCPOA employees, retirees and COBRA participants hired on or before December 31, 2025 may choose between the HDHP, Plus and Co-Pay Plan.
- Eligible LCPOA employees, retirees and COBRA participants hired on or after January 1, 2026 may choose between the HDHP and Plus Plan.
- All employees who enroll in the HDHP can choose between a Health Savings Account (HSA) and an HRA-VEBA for the County Contribution.

SERVICE	HIGH DEDUCTIBLE HEALTH PLAN (HDHP)		PLUS PLAN		CO-PAY PLAN	
	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING	OUT OF NETWORK
Annual Deductible Single / Family	\$1,650/\$3,300 \$2,000/\$4,000		\$250 / \$750		None	
Out-of-Pocket Limit Single / Family	\$3,000 / \$6,000 \$4,000 / \$8,000		\$2,000 / \$6,000 \$3,000 / \$6,000		\$1,500 / \$4,500 \$3,000 / \$6,000	
HEALTH SAVINGS ACCOUNT (HSA) or HRA-VEBA	\$1,650 / \$3,300 \$1,600 / \$3,200 or <u>\$2,000 / \$4,000 with annual completion of Live Well Credit by 11/30</u>		N/A		N/A	
PREVENTIVE SERVICES						
Well baby care	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Routine/annual exams	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Immunizations	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
PROFESSIONAL SERVICES						
Primary Care Office Visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
Specialist Office Visits	Deductible then 20%	Deductible then 40%	\$25-35 co-pay*	Deductible then 50%	\$35-50 co-pay	50%
Surgery	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$35 co-pay	50%
Urgent care office visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
HOSPITAL SERVICES						
Inpatient room and board	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Inpatient rehabilitation	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Skilled nursing facility care	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Emergency room visits (true emergency)	Deductible then 20%	Deductible then 20%	\$250 co-pay* ^	Deductible then 50% ^	\$250 co-pay per day ^	50% ^
OUTPATIENT SERVICES						
Outpatient surgery facility fee	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay	50%
Advanced diagnostic imaging	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	50%
Diagnostic and therapeutic radiology and lab	Deductible then 20%	Deductible then 40%	No charge up to the first \$500* then deductible then 20% co-insurance	Deductible then 50%	No charge	50%
OTHER COVERED SERVICES						
Durable medical equipment	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	20%
Alternative care (includes chiropractic and acupuncture – excludes massage)	Deductible then 20% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	Deductible then 40% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	\$25 co-pay* (20 visits per CY chiro max; 12 visits per CY acupuncture max)	Deductible then 50% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	\$35 co-pay* (20 visits per CY chiro max; 12 visits per CY acupuncture max)	50% (20 visits per CY chiro max; 12 visits per CY acupuncture max)
Routine eye exam (active employees only)**	\$15 co-pay*	30%*	\$15 co-pay*	30%*	\$15 co-pay*	30%*

*Not subject to annual deductible. ^Co-Pay Plan: Co-pay subject to 5-day max. Co-pay waived if admitted to hospital. For emergency medical conditions, out of network providers are paid at the participating provider level.

^Plus Plan: Co-pay applies to emergency room physician and facility charges only. Co-pay waived if admitted to hospital.

**One eye exam every 24 months for adults, one eye exam every 12 months for children 18 or younger. LCPOA members receive two exams every 12 months regardless of age. Retiree plans exclude eye exam.

Prescription Comparison 1/1/2025

County to LCPOA Mediation Supposal Package 10/14/25

Item 6.a

HIGH DEDUCTIBLE HEALTH PLAN*		Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^				
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance	
Participating Mail Order Service				
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance	
Non-participating Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance			
Specialty Drugs – Participating Specialty Pharmacy				
Up to a 30 day supply	20% co-insurance			
Specialty Drugs – Not filled through Participating Specialty Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance			
PLUS & CO-PAY PLANS*		Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^				
Up to a 30 day supply	\$15 co-pay	\$30 co-pay	\$35 co-pay	
31-60 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay	
61-90 day supply	\$45 co-pay	\$90 co-pay	\$105 co-pay	
Participating Mail Order Service				
Up to a 90 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay	
Non-participating Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater			
Specialty Drugs – Participating Specialty Pharmacy				
Up to a 30 day supply	Same as retail 30% co-insurance up to \$100 max			
Specialty Drugs – Not filled through Participating Specialty Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater			

Important:

- Eligible LCPOA Employees, retirees and COBRA participants may choose between the High Deductible Health, Plus Plan and Co-Pay Plan. All plans are subject to generic preferred drugs. Brand name drugs will be allowed only when medically required.

Note: If you receive a brand name drug when a generic is available, you will be responsible for the cost of the drug. See your member handbook for important information about your prescription drug benefit.

^ Remember to show your PacificSource ID card each time you fill a prescription at a retail pharmacy.

This is just a summary of benefits, and the plan documents govern. Please consult your PacificSource Member Handbook or contact 541-684-5582 for more information.

Health Plan Monthly Premium Comparison 1/1/~~2025~~2027

Item 6.a

Employee cost per month^

Labor Agreement	Hire Date	Co-Pay Plan**	High Deductible Health Plan**	Plus Plan**
<u>LCPOA</u>	<u>On or after 1/1/2026</u>	<u>N/A</u>	<u>\$20/month</u>	<u>Employee – \$30/month Employee + Dependent(s) – \$50/month</u>
LCPOA	Any date of hire <u>On or before 12/31/2025</u>	Employee – \$50/month Employee + Dependent(s) – \$70/month	\$20/month	Employee – \$30/month Employee + Dependent(s) – \$50/month

** All eligible employees with a premium cost share who complete all parts of the “Live Well Credit” Health Risk annually will receive a \$20/month credit.

^ Effective, 1/1/2027, if you and/or your spouse/domestic partner are enrolled in a Lane County medical plan and use tobacco products, you’ll pay a monthly surcharge of \$25/mo for employee, \$25/mo for spouse/domestic partner, or \$50/mo for both employee and spouse/domestic partner. In accordance with the National Institutes of Health (NIH) tobacco use is defined as someone who uses any tobacco product on most days.

ARTICLE 8**INSURANCE****8.1 INSURANCE POLICIES**

The **COUNTY** agrees to cover its eligible and qualified regular probationary and non-probationary employees with certain insurance protection and related programs at benefit levels no less than those in effect as of ratification of this *Agreement*. For the purposes of this Article, Employee + Other shall be defined as family including children, spouse or domestic partner. These insurance benefit programs will include:

- A. Health Insurance. The **COUNTY** will provide employees health insurance. Employees hired on or before December 31, 2025 will have the choice between the Co-Pay Plan, the Plus Plan, ~~or and a~~ High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) or Health Reimbursement Arrangement via a Voluntary Employees' Beneficiary Association (HRA-VEBA). Employees hired on or after January 1, 2026 will have the choice between the Plus Plan or HDHP with HSA/HRA-VEBA. All plans include coverage for a vision exam.
1. Effective the first full pay period following January 1 ~~of 2023, 2024 and 2026~~ the deductible for the HDHP is one thousand seven hundred dollars (\$1,700) for Employee Only and three thousand four hundred dollars (\$3,400) for Employee + Other. ~~f~~For all employees who elect the High Deductible Health Plan (HDHP), the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as individualEmployee Only (\$15001,700) or familyEmployee + Other (\$30003,400), into the employee's health savings account (HSA) or Health Reimbursement Arrangement (HRA). Effective January 1, 2027 the deductible for the HDHP is two thousand dollars (\$2,000) for Employee Only and four thousand dollars (\$4,000) for Employee + Other. For employees electing the HDHP the COUNTY will deposit one thousand six hundred dollars (\$1,600) for Employee Only or three thousand two hundred dollars (\$3,200) for Employee + Other into the employee's HSA or HRA-VEBA at the employee's option. For employees who participate in the Live Well Health Risk Assessment (LWHRA), as described in section 2 iv. below by November 30 each calendar year, the COUNTY will deposit into the employee's elected HSA/HRA-VEBA, based on their enrollment, an additional four hundred dollars (\$400) for Employee Only or eight hundred dollars (\$800) for Employee + Other.

Applicable deposits for employees who elect the HDHP will occur within the first five (5) business days following January 1 for each year of this Agreement.

2. Health Plans and Contributions:

- i. For all employees who elect the HDHP, the employee's monthly contribution will be as follows: Employee Only = twenty dollars (\$20.00); Employee + Other ~~(Children/Family/Spouse or Domestic Partner)~~ = twenty dollars (\$20.00).
- ii. For all employees who elect the Plus Plan, the employee's monthly contribution will be as follows: Employee Only = thirty dollars (\$30.00); Employee + Other ~~(Children/Family/Spouse or Domestic Partner)~~ = fifty dollars (\$50.00).
- iii. For eligible employees who elect the Co-Pay Plan, the employee's monthly contribution will be as follows: Employee Only = fifty dollars (\$50.00); Employee + Other ~~(Children/Family/Spouse or Domestic Partner)~~ = seventy dollars (\$70.00).
- iv. For employees paying a contribution to their health insurance who complete the annual "Live Well" Health Risk Assessment (LWHRA), which includes a biometric screening, health history and risk assessment questionnaire and comprehensive health review, offered by the **COUNTY**, the **COUNTY** will provide a "Live Well" credit of twenty dollars (\$20.00) to the employees' monthly health contribution cost.

B. Continuation After Death. In case of death in the line of duty, the **COUNTY** will continue the employee's elected health insurance plan for all dependents enrolled in the plan at the time of death for up to eighteen (18) months.

C. Opt Out. The **COUNTY** will offer an "opt out" provision for employees who determine that they do not require medical insurance and vision exam coverage through the **COUNTY** plans. The employee would receive three hundred and fifty dollars (\$350.00) a month in lieu of medical insurance and vision exam coverage. The employee will be required to provide proof of other non-County group coverage at the time of the declination of County medical insurance and vision exam coverage, and is required to have continuous group medical coverage.

Employees hired on or after January 1, 2024 covered by **COUNTY** health insurance through another eligible participant will not be eligible for the opt-out provision.

- ~~GD~~. Dental Insurance. The **COUNTY** will provide fully paid employee and dependent dental insurance, (including adult orthodontic care) or, at the option of the employee, a dental maintenance plan.
- ~~DE~~. Life Insurance. The **COUNTY** will provide fully paid employee term life insurance including accidental death and dismemberment in the amount of \$50,000 or twice the employee's annual salary, whichever is greater;
- ~~EF~~. Occupational Life Insurance. The **COUNTY** will provide fully paid employee occupational life insurance in the amount, of \$10,000 in accordance with ORS 243.005 through 243.055;
- ~~FG~~. Long Term Disability. The **COUNTY** shall provide fully paid employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability; not to exceed the limits of the plan, \$10,000 or (\$6,667 per month); which shall not be decreased during the life of the *Agreement*.
- ~~GH~~. Liability Insurance. The **COUNTY** shall maintain liability insurance or self-funded protection per ORS 30.285;
- ~~HI~~. Supplemental Insurance. The **COUNTY** agrees to provide payroll deduction services for employees who elect to enroll and self-pay in one supplemental insurance policy subject to the **ASSOCIATION'S** choice.

8.2 PERS AND FICA ENROLLMENT

The **COUNTY** agrees to enroll each eligible and qualified employee in the following programs:

- A. The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP). The **COUNTY** shall pay the employer's portion of this cost.

The **COUNTY** will pay the employees' required six percent (6%) contribution.

- B. The Social Security System (FICA), for enrollment purposes, only.

8.3 RETIREE'S INSURANCE

- A. Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years (excluding a break in service related to Workers' Compensation) prior to age seventy (70), shall be eligible for County-paid health insurance and may transfer from the active group to the retired group, provided such employees are eligible for and receiving PERS benefits.
- B. Upon retirement, all employees hired between July 1, 1987 and July 1, 1993 and who have worked twenty (20) full, continuous years (excluding a break in service related to Workers' Compensation) prior to age seventy (70) shall be eligible for County-paid health insurance and may transfer from the active group to the retired group, provided such employees are eligible for and receiving PERS benefits.
- C. To qualify for Public Safety voluntary retirement, employees must be defined as Police Officers under ORS 237.121 and. ORS 237.610, and be at least fifty (50) years of age. Other employees must be fifty-five (55) years of age or older or receiving benefits under the **COUNTY** long-term disability program regardless of age.
- D. It is understood that annual adjustments, if any, to health insurance benefits of retired employees will be determined in the sole discretion of the **COUNTY** and may or may not equal those of bargaining unit members.

8.4 **DISABILITY AND MEDICAL LEAVE**

- A. Paid Family Medical Leave
 - 1. An employee who has a qualifying life event and are eligible, as defined by ORS 657B.010, or their designee, must notify the **COUNTY** of the need to take Paid Family Medical Leave (PFML) thirty (30) days before a foreseeable qualifying reason. In an emergency, an employee, or their designee, must notify the **COUNTY** of the need to take PFML within twenty four (24) hours of the commencement of the leave and must provide written notice within three (3) days of starting leave.
 - 2. As outlined in the Administrative Procedures Manual (APM) Chapter 3, Section 35, employees may be eligible for a maximum of twelve (12) weeks of PFML per benefit year, with an additional two (2) weeks for limitations related to pregnancy.
 - 3. Replacement wages will be paid by the **COUNTY**'s absence management provider. If the replacement wages do not equal the employee's gross base wage, the employee may choose to offset the reduction from their

regular pay by charging time to their accrued leaves.

4. Employees who are on PFML shall not accrue Time Management (TM). However, if employees supplement PFML payments, they will accrue TM only on the used accrued leave hours.
5. PFML, Federal Medical Leave Act (FMLA), and Oregon Family Leave Act (OFLA) leaves run concurrently, unless otherwise prescribed by law. See the **COUNTY**'s APM for more information.

Non-occupational Illness or Injury

1. ~~County Medical Leave (Short Term Disability) will be paid as follows:~~
 - a. ~~All employees who have completed six (6) months of regular employment with the **COUNTY** will be granted an eighty (80) hour Elimination Period Bank.~~
 - b. ~~This Elimination Period Bank (EPB) may only be used for the continuous 80-hour elimination period for approved Short Term Disability (STD) leave and once used will not be renewed.~~
 - c. ~~The EPB may not be donated or sold (converted), even at termination, nor does it accrue regular TM when used.~~
 - d. ~~EPB is not transferrable between **COUNTY** bargaining units and is ineligible for use if an employee continues **COUNTY** service under different representation. Nor will the employee utilized EPB granted by other bargaining units while represented by the **ASSOCIATION**. However, should an employee leave an **ASSOCIATION** represented position and return, any unused EPB from previous service will be eligible for use.~~
 - e. ~~First two (2) weeks of STD (one (1) week equals 40 hours for full-time employees) is the Elimination Period and will be charged to the employee's accrued Leave Banks or may be taken as Unpaid Leave if all other approved Leave Banks have been exhausted.~~
 - f. ~~Third and fourth weeks continue at one hundred percent (100%) pay.~~
 - g. ~~Fifth (5th) and sixth (6th) weeks continue at ninety percent (90%) pay; (For full-time employees, this translates to seven hours twelve minutes (7.2) hours/day.)~~

- h. ~~Seventh (7th) and eighth (8th) weeks continue at eighty percent (80%) pay; (For full-time employees, this translates to six hours twenty four minutes (6.4) hours/day.)~~
 - i. ~~Ninth (9th) and tenth (10th) weeks continue at seventy percent (70%) pay; (For full-time employees, this translates to five hours thirty six minutes (5.6) hours/day.)~~
 - j. ~~Remaining time will be paid at sixty-six and two-thirds percent (66-2/3%) to the conclusion of ninety (90) days; (For full-time employees, this translates to five hours eighteen minutes (5.3) hours/day.)~~
2. ~~Once an employee has received benefits under this provision, no further time shall be charged against an employee's time management leave until the employee has returned to work and subsequently suffered another illness or injury.~~
 3. ~~If the same illness or injury recurs, requiring the employee to leave work, and the employee has returned to work for twenty-eight (28) or less calendar days, or if the employee is remaining under a doctor's care and the doctor recommends additional time off for the same illness or injury, no additional time will be charged against the employee's accrued time management leave.~~
 4. ~~It is, understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work in full capacity, as substantiated by the employee's physician. Return to work in a limited duty capacity shall be counted as part of and shall not extend the ninety (90) day eligibility period.~~
 5. ~~It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 15, DISCIPLINE AND DISCHARGE, of this Agreement.~~
 6. ~~Employees who are on disability leave shall not accrue Time Management (Article 9) or holiday time/personal time off (Article 10.1-10.4). The **COUNTY** will not charge any holiday time/personal time off when an employee is off on disability leave.~~

- ~~7. Employees who have exhausted the ninety (90) calendar days short-term disability leave and who have a medical prognosis to be able to return to full duty within the next ninety (90) calendar days may request up to an additional ninety (90) consecutive calendar days of leave without pay.~~
- ~~8. Deputies who are approved for an additional ninety (90) days of unpaid leave per paragraph 8 are eligible to sell accrued leave (excluding Extended Illness Hours) up to the amount needed to match base pay plus certification pay and/or longevity pay plus the cost of maintaining health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA).~~
- ~~9. If an employee is unable to return to full duty within the first one hundred eighty days (180), the parties agree to meet prior to the one hundred eightieth day (180th) to discuss the employee's prognosis to a full return.~~

B. Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers Compensation, the following shall apply:

1. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their full pay and benefits minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance.
2. Deputies or ~~g~~Group ~~w~~Workers who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their full pay and benefits minus any applicable employee contributions for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance. The **COUNTY** shall maintain fully paid health benefits minus any applicable employee contributions during a worker's compensation qualified leave up to one hundred eighty (180) days from first date of authorized time loss or modified duty, provided that the medical prognosis indicates that the employee will be able to return to work within the one hundred eighty (180) days. The **COUNTY** agrees to subsidize the cost of continuation of the deputy's or group workers'

health insurance and dental benefits, minus any applicable employee contributions, under COBRA for a maximum period of one hundred eighty (180) days from the effective date of the employee separation.

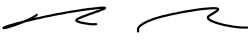
3. Employees on Worker's Compensation leave shall not have holiday time/personal time off deducted from their personal banks if they have not been released to work.
4. Employees on Workers' Compensation shall not accrue holiday time/personal time off if they have not been released to work.

8.5 **SUBROGATION**

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies) insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages.

The parties recognize that many personal injury claims are settled for less than full value. If an employee believes a settlement of the claim against a third person was less than the full value of the claim, whether the employee spent a substantial amount of money in expert fees, court costs, to recover the claim, etc., the employee and the **COUNTY** will meet in an attempt to comprise the **COUNTY'S** right of subrogation. If that cannot be accomplished, the parties may mutually agree to submit it to an Arbitrator pursuant to the grievance procedure to establish an appropriate amount.

ARTICLE 9


Andrea M. Nagles

TIME MANAGEMENT

9.1 PURPOSE

It is the purpose of the employee time management (TM) program to provide employees with a leave with pay program which is easy to understand, responsive to individual needs, and easy to administer.

9.2 ELIGIBILITY

This program covers all employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (1) Family Emergency Leave
- (2) Vacation Leave
- (3) Sick Leave (non-occupational or injury leave, excluding ~~disability-protected~~ leave)

9.3 TIME MANAGEMENT ACCUMULATION

Eligible employees shall accumulate time management leave, based on full-time status, at the following rates:

<u>Months of Service</u>	<u>Earned Leave Annual Accumulation</u>	<u>Earned Leave Bi-Weekly Accumulation</u>
1-24 mos (0-2 yr)	23.0 days/yr	7.077 hrs/pay period
25-48 mos (2-4 yrs)	26.0 days/yr	8.000 hrs/pay period
49-108 mos (4-9 yrs)	29.0 days/yr	8.923 hrs/pay period
109-168 mos (9-14 yrs)	32.0 days/yr	9.846 hrs/pay period
169-228 mos (14-19 yrs)	35.0 days/yr	10.769 hrs/pay period
229-288 mos (19-24 yrs)	38.0 days/yr	11.692 hrs/pay period
289 mos +(24 + yrs)	41.0 days/yr	12.615 hrs/pay period

9.4 PART-TIME EMPLOYEES

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis using the percentage of full time the employee was paid in the previous two (2) pay periods as a base.

9.5 USAGE

During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Worker's Compensation or holiday

time/personal time off shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay or Paid Family Medical Leave (PFML) leave.

9.6 **MAXIMUM ACCUMULATION**

An employee may accumulate earned leave to a maximum of twice their current annual time management leave accrual. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their current annual leave accrual shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the calendar year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

9.7 **TERMINATION**

- A. After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.
- B. Employees who wish to use Time Management between the date of notice of termination and the employee's termination will submit a memorandum to the employee's supervisor explaining the reason for the request. If Time Management has not been requested and approved prior to the notification of intent to terminate employment, the employee may be allowed to take Time Management. Employees who have given less than two (2) weeks' notice of termination will not be eligible. Employees who give two (2) weeks' notice will be eligible for up to two (2) days of Time Management. Employees who give three (3) or more weeks' notice will be eligible for up to five (5) days of Time Management. In no event shall the employee be eligible for more than five (5) days. Approval or denial of all such requests is subject to the reasonable operational needs of the **COUNTY**. Time Management shall not be approved for the purpose of extending the employee's termination date.

9.8 **DEATH**

After six (6) months of service, in the event of the death of an employee, all accumulated earned leave shall be paid to the employee's personal

representative, at the current rate of pay.

9.9 SCHEDULING

- A. Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an unforeseen situation occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.
- B. In the Sheriff's Office there shall be an annual sign up for scheduled blocks of time off, made available by the **COUNTY** within the two (2) week period following the conclusion of the October shift bid. Employees may utilize the bid process to select one (1) three (3)-week block, one (1) two (2)-week block, or one (1) one (1)-week block. After the initial bid, the **COUNTY** will hold a final bid wherein the employees who selected a two (2)-week block or a one (1)-week block may bid again (by seniority) for their remaining block(s). During the second bid employees may bid all remaining blocks of time without the need for the blocks to be consecutive. New bargaining unit employees will be eligible to bid for blocks of time that occur twelve (12) months beyond their initial hire date.
- C. An employee's request for time off shall not be denied on the premise that it will be granted only if the employee finds a replacement. In addition, if an employee puts in a request for time off and the **COUNTY** does not respond to it within fourteen (14) days from the day it is submitted, the employee may assume that the request has been granted.
- D. In the Division of Youth Services there shall be an annual sign up for scheduled blocks of time off, conducted by the COUNTY during the time of the October shift bid for the following calendar year. Employees may utilize the bid process to select, by seniority, one three (3)-week block, one two (2)-week block, or one one (1)-week block. After the initial vacation bid, the COUNTY will hold a final bid wherein the staff who selected a two (2)-week block or a one (1)-week block may bid again (by seniority) for their remaining block(s). During the second bid employees may bid all remaining blocks of time without the need for the blocks to be consecutive. New bargaining unit employees will be eligible to bid for blocks of time that occur twelve (12) months beyond their initial hire date. Employees may request time off as part of this process that includes COUNTY recognized holidays.

- a. In conjunction with the ~~bi~~-annual bid shift in October ~~and April~~ of each year employees will have the opportunity to request time off on COUNTY observed Holidays on the basis of seniority for the Holidays that fall within that specific bid period. The process outlined in paragraph above takes precedent over the process in this paragraph.
- b. All other requests for time off outside of the process outlined above will be on a first come first serve basis.
- c. Employees must submit time off requests during the timeframes listed above. Requests for future time off will not be approved until the vacation/bid shift has been completed for that timeframe. Supervisors and Managers will make a good faith effort to approve time management requests. However, time off requests may be denied based on operational and business needs.

9.10 **UNEXCUSED ABSENCE**

Absence of an employee from duty including any absence for a single day or part of a day, which is not authorized by specific grant or leave of absence, or the use of a leave of absence for reasons other than for which it was approved, shall be deemed an unexcused absence without pay and subject to disciplinary action including discharge.

9.11 **CONVERSION SELL BACK**

- A. After six (6) months of service, employees may sell accrued time management hours ~~and vacation hours~~ subject to the following restrictions:
 1. The maximum number of time management hours ~~and vacation hours~~ that can be converted into paid compensation in a calendar year cannot be greater than ~~the number of hours taken in that same calendar year or~~ eighty (80) hours ~~whichever is the lesser~~.
 - ~~2. The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.~~
- B. Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to two hundred (200) hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

9.12 SUBSTANTIATION

It is understood that illness or injury of any duration may require substantiation to the satisfaction of the **COUNTY** prior to compensation.

9.13 TM DONATION

Time Management Donations and exceptions to these requirements will be allowed on a case-by-case basis and require approval by the Human Resources Director. Employees who are eligible for the ~~County's Short Term Disability (STD) and/or for Long Term Disability (LTD) Paid Family Medical Leave (PFML)~~ benefits are not eligible for this program, ~~nor are the eighty (80) hour eligibility period for STD subject to this program.~~

Employees who have an extreme emergent situation, and have no available earned leave time, may request Time Management Donations through the following procedure:

- A. Employees or their co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- B. The Supervisor will review the request, verify the employee's leave balance and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.
- C. Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- D. Donors must retain a minimum of eighty (80) hours in their TM bank after the donation occurs.
- E. The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. All names of all donors are to remain confidential. Every effort shall be made to protect the confidentiality of any medical information throughout this process.
- F. The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department

is responsible for monitoring these hours. Hours are transferred to the employee's account as needed.

- G. When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- H. Donations will be based on time donated, not dollar value of donation.
- I. An employee who donates TM and subsequently retires or terminates employment before the emergent situation is over shall forfeit donated TM.

ARTICLE 10**PAID LEAVE****10.1 HOLIDAYS**

In lieu of paid holidays, employees shall accrue holiday time/personal time (PT) off at the rate of ~~3.385~~ 3.69 hours per biweekly pay period to an accumulation of ~~eighty-eight (88)~~ ninety-six (96) hours at any one time. Employees will be required to use PT when taking off a County recognized holiday. County recognized holidays are New Year's Day, Martin Luther King Jr.'s Day, President's Day, Memorial Day, Juneteenth (June 19), Independence Day (July 4th), Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. The day of the week that the holiday falls in the calendar year will be the day the employee must code as PT. For example if July 4th falls on a Saturday, LCPOA employees will code PT on the 4th of July, not on the Friday before, which would be the County observed holiday for non LCPOA employees.

10.2 MUTUALLY AGREED SCHEDULING

Holiday time/personal time off may be taken at times mutually agreeable between the employee and the **COUNTY**. If mutual agreement cannot be reached after the employee has reached ~~ninety-six (96)~~ one hundred four (104) hours accumulation then the **COUNTY** may assign time off to be in conjunction with the employee's normal days off to avoid payment of overtime. Compensation for holiday/personal time off shall be at the straight time rate per hour taken.

10.3 MAXIMUM ACCUMULATION OF HOLIDAY/PERSONAL TIME

An employee may accumulate up to a maximum of one hundred four (104) hours if arrangements cannot be made to allow the employee to take holiday time/personal time off, and if the employee is unable to take holiday/personal time off due to **COUNTY** requirements, the employee may receive paid compensation at one and one half (1:1.5) times the applicable straight time rate in lieu of future accumulations one hundred four (104) hours until such time as accommodations can be made to allow time off.

10.4 HOLIDAY/PERSONAL TIME PAYOFF

Employees when terminated, who have accumulated holiday/personal time not to exceed the limits above, shall be paid for such holiday time/personal time off provided that such pay shall be at the straight time rate. If the employee dies, their personal representative shall be paid in the same manner.

10.5 BEREAVEMENT

Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) day's pay, (need not be

consecutive), or if out-of-state travel is required one (1) week's pay at the regular straight time hourly rate. Immediate family is defined as spouse, child (biological, adopted, foster, step-child, or the child of an employee's Registered Domestic Partner), miscarriage or stillbirth, mother, father, stepmother, stepfather, father-in-law, mother-in-law, grandparents, grandparents-in-law, grandchild, brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, Registered Domestic Partner, domestic partner (affidavit on file), parent of a Registered Domestic Partner, a person with whom the employee is or was in a relationship of in loco parentis, any other relative residing in the employee's immediate household, and any other relationship as defined in the Administrative Procedures manual. County paid bereavement must be taken within ~~thirty (30) days~~ twelve (12) months of death. Exceptions may be granted by the Sheriff or the Department Director for exceptional circumstances. An employee may also be entitled to OFLA bereavement leave, which runs consecutively to **COUNTY** paid bereavement leave. This OFLA bereavement leave is unpaid unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the employee receiving notification of the death and only for those individuals recognized by OFLA as immediate family.

10.6 **JURY DUTY**

An employee who appears for jury duty, or subpoenaed as a State's witness in any municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. In addition, said employees shall be reassigned to day shift while on jury duty by way of administrative shift trade, without regard to the notice requirements of Article 6.4.

If an employee is released from jury duty more than one and a half (1-½) hours early, they shall contact their shift supervisor to see if they are required to report to duty. If the employee is released with less than one and a half hours (1-½) early the employee is not required to report back for duty.

ARTICLE 12**ALLOWANCES AND EQUIPMENT***Andrea M. Nagles***12.1 UNIFORMS, PROTECTIVE CLOTHING & TOOLS**

The **COUNTY** retains the exclusive right to determine which employees shall be authorized and allowed to wear an officially designated uniform representing the Sheriff, the Sheriff's Department and/or the **COUNTY** while acting in the capacity of an employee of the **COUNTY**.

Those Sheriff's Office employees who must wear plain clothes as part of their regular assignment shall be reimbursed up to six hundred twenty-five dollars (\$625) per ~~annum~~ fiscal year for clothing allowance upon proof of purchase.

Receipts must be submitted by July 31 each year for the fiscal year immediately preceding the current fiscal year. Receipts submitted beyond that date will not be reimbursed.

12.2 COUNTY RIGHTS

The **COUNTY** shall retain the exclusive right to determine the style, color, material, identifying patches, badges and the specifications of any authorized and officially designated uniform, to include any equipment utilized by an employee to perform and accomplish their authorized official duties.

12.3 COUNTY FURNISHED EQUIPMENT

Authorized uniforms and required duty-rated equipment shall be furnished by the **COUNTY** to all new employees required to wear a uniform or carry, and use specified equipment. These items, when required by the **COUNTY**, include: headwear, duty belt and leather accessories, holster, on-duty handgun, bullet-resistant vest, external carry vest, uniform-style polo shirt, Sheriff's badge, shoulder patches, name tags, jacket and baton, footwear and may include other items, accessories and equipment authorized, approved and required by the Sheriff. Excluded are socks, underclothing, and trouser belts, even though the **COUNTY** may require these excluded items to be specific in colors for color coordination if the item can be viewed at any time by the public while the employee is in uniform. Replacement of worn or damaged uniforms and **COUNTY**-furnished equipment shall be furnished by the **COUNTY** upon inspection, approval and return of the worn or damaged item to the **COUNTY**. Employees may be required to replace at their own expense lost or stolen items when, in the judgment of the **COUNTY**, the item was lost or stolen due to the negligence of the employee. Costs for uniform cleaning, general maintenance and related costs are the employee's responsibility. The **COUNTY** shall furnish at its expense the weapons and ammunition as recommended by the firearms committee and ensure that all deputies who are required to be armed in the course and scope of their employment shall be

furnished with a properly fitting bullet-resistant vest. The **COUNTY** shall establish a program for replacing vests as their life expectancy has expired.

Alterations and tailoring shall be accomplished only with the approval of the **COUNTY**.

The County shall reimburse up to two hundred fifty dollars (\$250.00) during the term of this Agreement for the purchase of duty-uniform specific footwear, back up firearm and holster, or flashlight for employees in the Deputy Sheriff classification following submission of receipts to the Sheriff's Office. Receipts must be submitted by the expiration of this Agreement. Receipts submitted beyond that date will not be reimbursed.

12.4 REIMBURSEMENT FOR PERSONAL CLOTHING/EQUIPMENT

Personal clothing and equipment damaged beyond normal wear and tear or stolen as a direct result of duty related activities shall be repaired, or the employee shall be reimbursed at an amount, not to exceed five hundred dollars (\$500) per fiscal year. Receipts must be submitted by July 31 each year for the fiscal year immediately preceding the current fiscal year. Receipts submitted beyond that date will not be reimbursed.

12.5 SAFETY RIGHTS

Nothing in this section shall impair any right pertaining to safety held by the **ASSOCIATION** or its members under federal or state law.

12.6 EXPENSE REIMBURSEMENT

Travel expenses incurred by employees as a result of job requirements shall be reimbursed per the APM Chapter 2, Section 7.

12.7 TUITION ASSISTANCE

Members of the bargaining unit may be eligible for tuition and fee reimbursement for courses of higher education undertaken while employed by the Sheriff's Office or Division of Youth Services subject to the following conditions:

- A. Courses must be reasonably related to the performance of the employee's current duties, fulfill related degree requirements, any classes approved by the employee's supervisor or to prepare the employee for promotion within the Department, and based on educational requirements of the **COUNTY**.
- B. Courses must be taken at an accredited college or university.
- C. Reimbursement will be for one hundred percent (100%) of the tuition and fees only. Books, transportation and related expenses will be the responsibility of the employee.

- D. Requests for tuition and fee reimbursement must be submitted in writing prior to the start of the course identifying the specific course requested; tuition and fee cost of course and identify how this course reasonably relates to the performance of the employee's current duties or promotion within the Sheriff's Office or Division of Youth Services.
- E. Approval for tuition and fee reimbursement must be granted by the Department/Division Head or designee before the course begins.
- F. Approval or denial of tuition and fee reimbursement requests shall be at the discretion of the Department/Division Head or designee.
- G. Approval of tuition and fee reimbursement shall not be construed as tacit agreement by the **COUNTY** to provide time off to attend class. Arrangement of time off shall be the responsibility of the employee, using the available contractual means, including personal time, ~~vacation~~ accrued leave time, leave without pay and/or shift trades.
- H. Employees shall not be eligible for reimbursement if they are otherwise eligible for G.I. benefits or are receiving other scholarship or financial aid (except student loans) for education purposes. Further, reimbursement for tuition and fees as provided in this Article shall not include student loans that the employee must repay in full. The employee must provide proof of the repayment Agreement from the lender and demonstrate that all repayment conditions of said Agreement are being met.
- I. In order to be reimbursed proof must be presented by the employee that the employee completed the course with a grade of "C" or better. The **COUNTY** may request proof that the course was paid for by the employee and not by another government agency, or grant or loan program.
- J. If an employee receives reimbursement and voluntarily leaves **COUNTY** employment within two (2) years of receipt of their reimbursement the employee will reimburse the **COUNTY** the full amount of reimbursement received during this period of time. Employees will sign a written agreement prior to receiving a tuition and fee reimbursement from the **COUNTY** authorizing a final paycheck deduction in this circumstance. Any such reimbursements shall be deposited to the **COUNTY** account from which it was distributed.

12.8 **PARKING**

The **COUNTY** may continue its past practice of charging for parking at work sites, except that free parking will continue at the main Lane County Correctional Facility and the Division of Youth Services John Serbu Youth Campus. For those

employees where free parking is not provided at the employees' primary work site, the Sheriff's office will provide a parking reimbursement of up to thirty dollars (\$30.00) per month following submission of receipts to the Sheriff's Office. Receipts must be submitted by July 31 each year for the fiscal year immediately preceding the current fiscal year. Receipts submitted beyond that date will not be reimbursed.

- A. The **COUNTY** may raise parking fees to match fees in the market area, however only one change may be made during the period July 1, ~~2022-2025~~ to June 30, ~~2025~~2028. Any increase will not exceed five dollars (\$5.00) per month.
- B. The "Market Area" used by the **COUNTY** to establish parking fees will be defined as all parking lots, except the most expensive lot and least expensive lot, between High and Charnelton Streets on the East and West, 4th and 11th Streets on the North and South of the Lane County Public Service Building and the Courthouse.
- C. The **COUNTY** may reopen this article for negotiation, if the increase in parking rates exceeds five dollars (\$5.00).

12.9 TRAINING OPPORTUNITIES

The **COUNTY** agrees to provide training for DPSST certified employees as required by State statute and or rules.

ARTICLE 13**SENIORITY/LAYOFF AND RECALL**


Andrea M. Nagles

13.1 DEFINITION

Seniority is defined as bargaining unit seniority based upon the length of an employee's continuous service since the last date of hire by the department in a bargaining unit position. In the event of an unpaid leave of absence in excess of thirty (30) calendar days, other than for military duty or jury duty, granted in accordance with Section 11.1 of this *Agreement*, the actual time of such leave shall be deducted from the employee's continuous service seniority accumulation.

If more than one (1) applicant in the specific job classification, such as Deputy Sheriff, is hired on the same day creating a "tie", the order of seniority will be based upon the individual's overall combined written test and interview score. If a tie still exists, then seniority will be determined by lot.

The combined score will only be used for employees hired on 07/01/July 1, 2013 and thereafter. Employees hired prior to this date will be subject to the following language: "in case of a tie, the status of the employees will be determined by written test scores and if a tie still exists, by lot."

For all employees hired on the same date who are not subject to test and interview scores, seniority shall be determined by lot.

13.2 CONTINUOUS SERVICE

Continuous service shall be service unbroken by separation from the **COUNTY** service, other than by military, Peace Corps, vacation, protected ~~disability~~ leave, approved occupational injury up to six (6) months following separation or **ASSOCIATION** leave in accordance with Article 3, Section 3.5. Time spent on other types of authorized leave will not count as time of continuous service except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

13.3 TRANSFERS

In the event a **COUNTY** employee from another bargaining unit transfers or hires into the Department, seniority will be established in accordance with Section 13.1, except such an employee will not lose accrued time management, sick leave time, or other accrued time. Such accruals shall be made in accordance with the employee's **COUNTY** seniority.

13.4 SENIORITY RETENTION

Employees promoted or reclassified to positions outside the bargaining unit shall retain the seniority accumulated while serving in a position within the Department

now represented by the **ASSOCIATION**. Seniority for the purposes of this Section shall continue to accrue while in a position outside the bargaining unit.

13.5 PROBATIONARY COMPLETION

New employees shall not accrue seniority until successful completion of the probationary period. Upon successful completion of the probationary period, the total length of the probationary period from date of hire within the department may then be applied as seniority.

13.6 SENIORITY – PROMOTION, DEMOTION, ETC.

Where otherwise equal, as determined by the **COUNTY**, in performance, fitness and job skills relative to the bargaining unit position as opposed to the classification, the **COUNTY** agrees to recognize and consider seniority in respect to promotion, demotion, except demotion for disciplinary reasons, and permanent transfers from one position to another. Promotions to the rank and position of sergeant shall be made exclusively from members of the bargaining unit.

13.7 LAYOFF

Layoff shall be in the inverse order of seniority. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff. Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

13.8 BUMPING

Should a layoff or elimination of a position occur the employee with the least seniority within the affected classification shall move to a lesser classification in the same series within the same department, provided that the employee's seniority is greater than that of any employee in the lesser classification. Then the least senior employee or employees displaced would have the same right to move to the next lower classification in the same series within the same department. This same procedure is applicable to supervisory personnel entering the bargaining unit for the same reasons subject to 13.8 of this section. In the event the **COUNTY** shall elect to fill any existing vacancies within the bargaining unit and/or establish new positions within the existing classifications, those employees who previously held the vacant position or new position shall be reinstated into the vacant or new position without re-testing for a period of three (3) years from the date the employee vacated their position and moved to a lesser classification. This reinstatement by an employee who has previously held that vacant or new position shall be accomplished by reinstating the employee with the greater seniority in the next lower classification. Other than as provided for in Article 13.9, no other non-bargaining unit employee shall be permitted to bump into a bargaining unit position.

13.9 SUPERVISORY NON-BARGAINING UNIT

Current supervisory non-bargaining unit employees may become members of the bargaining unit by means of demotion, transfer, reclass or recall into a bargaining unit position and shall maintain seniority from date of hire with the Sheriff's Office or Division of Youth Services of Lane County, so long as the supervisor has previously held a represented bargaining unit position. Supervisory non-bargaining unit employees entering the bargaining unit shall enter the same bargaining unit classification held at the time of promotion. If a supervisor enters the bargaining unit, their salary will remain the same if it is within the salary range of the lower classification or be adjusted to the nearest corresponding pay step of the lower classification, but if their salary exceeds the maximum of the salary range of the lower classification, then they shall receive the maximum salary of the lower classification, unless the reason for entering the bargaining unit was for disciplinary reasons. Supervisory non-bargaining unit employees entering the bargaining unit as a result of voluntary demotion or a non-disciplinary demotion which occurred while the supervisor was on promotional probation, shall enter the same bargaining unit classification held at the time of promotion and pay step they would have attained had they remained in the bargaining unit.

13.10 SENIORITY LIST

The **COUNTY** shall furnish to the **ASSOCIATION** upon request a current seniority list on a biannual basis.

13.11 RECALL

Recall shall be in the inverse order of layoff. If an employee is offered recall to a lower classification as listed above, and refuses said offer, the employee will only be eligible for recall to the classification held at the time of layoff.

13.12 SENIORITY PROTECTION

The seniority of an employee who has completed probation shall be protected for a period of three (3) years during layoff, provided that such employee has not been given an opportunity to return to work in their same classification. The **COUNTY** shall recall an employee on the layoff list by personal service or by registered or certified mail, return receipt requested, to the employee's address and email as shown in the **COUNTY'S** records. If the employee does not respond within seven (7) calendar days from date mailed, or if the letter is returned as undeliverable because the employee is not at the address shown, the employee shall lose their recall rights. The employee is responsible for keeping the **COUNTY** informed of the proper email and physical addresses for service of a recall notice.

This provision shall apply to employees already on the layoff list on the date of the arbitration award which puts the provision into effect but no employee shall be responsible for keeping the **COUNTY** informed of changes of addresses unless the

COUNTY can show that employee has been given actual notice of that responsibility.

13.13 RECALL RIGHTS

An employee who accepts recall to a lower classification shall retain recall rights to their original classification held at the time of layoff for three (3) years from the date of original layoff.

13.14 LAYOFF LIST

The **COUNTY**, upon request, shall furnish the **ASSOCIATION** with a current list of all bargaining unit employees on layoff status with recall rights.

13.15 ABIDE BY PROVISIONS

It is neither the spirit nor intent of this *Agreement* that employees shall be laid off for the sole purpose of avoiding the terms of this *Agreement*.

13.16 OPERATIONAL REQUIREMENTS

All uses of seniority specified by this *Agreement* shall be subject to the reasonable operational requirements of the **COUNTY**. The **COUNTY** shall advise the **ASSOCIATION** whenever the **COUNTY** departs from the *Agreement's* seniority requirements. In any grievance or arbitration filed over alleged violation of such a provision, the **COUNTY** shall have the burden of establishing that the reasons given to the **ASSOCIATION** constitute reasonable operational requirements and required such a departure, but an arbitrator shall not find the **COUNTY** to have violated the *Agreement* in such a case unless its action was arbitrary or in bad faith or its judgment was clearly wrong.

13.17 NON-DISCRIMINATION

It is recognized and agreed that should a bona fide occupational qualification exist which requires personnel action out of the order of seniority as defined by this *Agreement* that the **COUNTY** may take action appropriate to the bona fide occupational qualification.

PA 5/21/25
AMN LP**ARTICLE 15****DISCIPLINE AND DISCHARGE****15.1 JUST CAUSE**

An employee who has completed the probationary period as defined in Article 14 of this *Agreement* shall not be disciplined or discharged without just cause.

15.2 PROTECTION FROM EMBARRASSMENT

Disciplinary action shall be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees, supervisors or the public.

15.3 WRITTEN NOTIFICATION

When the **COUNTY** intends to take disciplinary action, with the exception of verbal reprimands, the **COUNTY** shall notify the non-probationary employee and the **ASSOCIATION** in writing of the charges against the employee and the proposed disciplinary action, and shall provide the employee with the opportunity to respond to the charges at an informal hearing which may be recorded, with the person or persons having authority to impose the proposed disciplinary action.

- A. The non-probationary employee whose discipline, with the exception of verbal reprimands, is being considered shall be granted seven (7) calendar days or more, at the discretion of the **COUNTY**, to prepare for the disciplinary hearing.
- B. The employee shall be entitled to have a representative assigned and approved by the **ASSOCIATION** at the pre-disciplinary hearing for the sole purpose of providing legal counsel or advice to the employee.

15.4 EXPEDITED WRITTEN REPRIMAND PROCESS

- A. The parties agree to an expedited written reprimand due process procedure as follows:
- B. Written notification to the employee that:
 - 1. The employee may receive discipline no greater than a written reprimand;
 - 2. The facts upon which the discipline shall be based;
 - 3. A date on which the employee and their **ASSOCIATION** Representative must be present for receipt of this discipline, provided that date is no sooner than seven (7) days from service of this written notification. (This notice is subject to mutual waiver.)

4. Notification to the **ASSOCIATION** of the potential discipline and interview date.

15.5 **INTERNAL INVESTIGATION PROTECTIONS**

- A. In the event a complaint is levied against an employee that causes the **COUNTY** or Sheriff's Office to assign an Internal Investigation number in the Sheriff's Office or conduct a formal investigation in Youth Services, the following protections shall accrue to the employee being investigated:
 1. Prior to an interview of the employee as provided herein, the employee shall be given notice of the nature of the complaint and the basis of the allegations levied against said employee.
 2. If the employee is to be interviewed and if the investigation could reasonably result in the employee's discipline or if the employee requests to have a representative present, said employee shall be given a reasonable amount of time, not to exceed forty-eight (48) hours, to secure the representative assigned and authorized by the **ASSOCIATION**.
 3. Complaints against Sheriff's Office employees shall not be impeded in any way. Therefore, complainants shall be immediately referred to an on duty supervisor. Complaints will be accepted regardless of the method of delivery. A complainant's decision not to place their complaint in writing shall have no bearing on whether a complaint is investigated, as long as complaint is reduced to writing by employee receiving complaint ~~and signed by the complainant~~. When a supervisor initiates an investigation, the complainant is deemed to be the Office of the Sheriff.
 4. During such an investigation, the employee subject to said investigation shall not be directed by the Department to appear in front of a non-supervisory complainant or a complainant from the general public. The employee shall not be investigated by a supervisor who has a personal interest in the investigation.
- B. Nothing herein shall restrict the **COUNTY**/Sheriff's Office from making basic inquiries of employees concerning incidents or matters not subject to an Internal Affairs investigation or formal investigation for Youth Services. It is understood, however, that during such inquiries, employees could, under reasonable circumstances, invoke their Weingarten Rights.

15.6 DISCIPLINE MATRIX

Notwithstanding any other provision in this Agreement, for Sheriff's Office employees the rules issued by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline (LESC) govern the level of discipline for proven misconduct by law enforcement officers.

ARTICLE 16**PERSONNEL RECORDS****16.1 DEFINITION**

The **COUNTY** shall maintain records relative to the status of an employee consistent with the Oregon public records law. Such records collectively are to be referred to as the "personnel record" and shall be maintained in the Sheriff's Office or Division of Youth Services, and the **COUNTY** Human Resources Department, and ~~COUNTY Payroll within the Operations Division of County Administration~~. The personnel record in part or in total may be viewed by an employee accompanied by their designated **ASSOCIATION** representative upon request and at reasonable times that do not disrupt normal **COUNTY** operation and pursuant to an appointment. Copies will be provided by the **COUNTY** upon request at normal established fees for such copies.

16.2 PRIVATE AND CONFIDENTIAL

Employees are assured that personnel records are private and confidential except as prohibited by existing law or order of the court. It shall be so understood that any document added to an employee's personnel record without the employee's knowledge shall not be considered in any action affecting said employee. Any member of the bargaining unit may initiate a grievance on any document of a negative or derogatory nature placed in their personnel record without their knowledge.

16.3 INCLUSION OF REPRIMANDS

Documented ~~oral-verbal~~ reprimands, coaching, and counseling shall not be placed in the official personnel file and shall be considered only when evaluating the performance of an employee or to indicate the progressiveness of discipline. Written reprimands may be placed in the official personnel file but, with the exception of those which address violations of applicable policies regarding sexual harassment, such documents shall not be considered in determining the degree of future discipline if the employee has not received any disciplinary action for a period of twenty-four (24) months from the date the letter of reprimand was issued and subsequently placed in the personnel record.

16.4 WRITTEN RESPONSE

- A. Employees, other than Deputy Sheriff, may respond in writing to any item placed in their personnel record. Such response shall become a part of the record if submitted no later than ten (10) days from the date the employee had knowledge of the item and that the item was to be placed in the employee's personnel record.

- B. Deputies may respond in writing within thirty (30) days of being presented with a document contain~~ing~~ an adverse comment to be placed in their personnel record. Such response will be attached to the original document and placed in the deputy's personnel record.

16.5 EVALUATION FILES

Supervisors may maintain active evaluation files of personnel notes. Employees will have access to review those notes upon reasonable notice to the supervisor. Such notes shall not be used after the performance evaluation has been completed and reviewed by the employee regardless of whether or not the supervisor actually used the notes in completing the evaluation.

TA'd 10/20/25

Item 6.a

ARTICLE 17**GRIEVANCE PROCEDURE***RF*
*Andrew M. [Signature]***17.1 PURPOSE**

- A. The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances, which may arise from time to time affecting bargaining unit employees.
- B. Should a disagreement arise concerning the interpretation or application of the provisions of this *Agreement*, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the **ASSOCIATION** at any step in the procedure.
- C. "Date of occurrence" herein shall mean the date the aggrieved party had, or should reasonably have had, knowledge of the occurrence.
- D. Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable manager/supervisor pending conclusion of the informal attempt. Applicable manager/supervisor shall mean the first step with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

17.2 GRIEVANCE STEPS**STEP 1**

- A. The aggrieved party and/or designated representative shall first attempt to informally resolve the issue with the applicable manager/supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the Captain/ Division Manager, or designee, within fourteen (14) calendar days of the incident giving rise to the grievance. The notice shall include:
 - (1) The employee's name, department, work section, supervisor, manager and **ASSOCIATION** representative.
 - (2) A statement of the grievance and relevant facts;
 - (3) Applicable provisions of the contract; and

(4) Remedy sought.

- B. The Captain/ Division Manager, or designee, shall attempt to resolve the grievance and shall furnish a written statement of their position within fourteen (14) calendar days.

STEP 2

- A. If, after proceeding through Step 1 above, the grievance is still unresolved, the aggrieved party and/or designated representative may refer it to the Sheriff/Department Director, no later than fourteen (14) calendar days from the date of the Step 1 response or date when said response is due.
- B. The Sheriff/Department Director, or designee, and the **COUNTY's** Employee Labor and Relations Manager shall meet with the grievant and the designated representative no later than fourteen (14) days from receipt of the Step 2 appeal. In addition, they may investigate and/or review as needed.
- C. The Sheriff/Department Director, or designee, shall provide the **COUNTY's** written response within fourteen (14) days from the date of the Step 2 meeting.
- D. Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- E. Any grievance which involves discharge, or is of a class action nature, may be introduced at this step.

STEP 3

If the Step 2 response from the **COUNTY** is not acceptable, the **ASSOCIATION** or the **COUNTY** may submit the matter for arbitration and request a list of arbitrators from the Oregon State Employment Relations Board within thirty (30) days of the **COUNTY's** or **ASSOCIATION's** Step 2 response.

17.3 ARBITRATION

- A. In the event the respective representatives of the **COUNTY** and the **ASSOCIATION** cannot agree to the selection of an arbitrator in arbitration proceedings not involving alleged deputy misconduct, final selection shall be accomplished with one (1) party, to be determined by lot, first striking off one (1) of the seven (7) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one (1) name remains.

- B. For arbitration proceedings involving alleged deputy misconduct, the hearing will be conducted and the parties will select arbitrators pursuant to ORS 243.703(3) and OAR 115-040-0034.
- C. The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this *Agreement*, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this *Agreement*, nor shall the arbitrator decide on any condition which is not specifically treated in this *Agreement*.
- D. The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.
- E. The **COUNTY** and the **ASSOCIATION** agree that the loser of the arbitration shall pay the full expenses and arbitration fees of the arbitrator only; the **COUNTY** and the **ASSOCIATION** shall assume individual liability for the cost of their respective witnesses and attorneys.
- F. The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.
- G. Notwithstanding any other provision in this *Agreement*, for arbitration subject to ORS 243.808, the selection of an arbitrator and the arbitrator's authority shall be governed by ORS 243.706(3), ORS 243.808, and the Law Enforcement Standards of Conduct and Discipline.

17.4 **GENERAL**

- A. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- B. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- C. The **ASSOCIATION** shall designate authorized representatives to investigate and process grievances on behalf of the **ASSOCIATION** and shall notify the **COUNTY** of any changes in such authorization.
- D. All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular **COUNTY** business hours, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved

party and/or a designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation.

- E. A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **ASSOCIATION** concurrence shall not prejudice any position taken by the **ASSOCIATION** during the grievance proceedings.

17.5 TIME LIMITS

Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Should an aggrieved employee be absent from the workplace, time limits will be extended by the same number of days the employee is absent. Such agreement, when practicable, shall be reduced to writing and signed by both parties. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.

17.6 APPEAL TO NEXT HIGHER STEP

Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of paragraph 17.3 above, the grievant may immediately appeal to the next higher step in the procedure.

17.7 TERMINATED WITH SIGNED STATEMENT

A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue.

TA'd 10/20/25

RF

**ARTICLE 19****DEFENSE AND INDEMNIFICATION****19.1 REIMBURSEMENT**

The **COUNTY** agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges against the Association member or a grand jury appearance against the Association member in which the member is a suspect in a criminal case arising out of conduct in the course and scope of the Association member's performance of duties as an officer for Lane County. The **COUNTY'S** obligation of reimbursement is subject to the conditions set forth in the sections for 18.2 Reimbursement Procedure.

19.2 REIMBURSEMENT PROCEDURE

To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the **ASSOCIATION** and the County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list.

- A. Within sixty (60) days of the execution of this *Agreement*, the **ASSOCIATION** shall submit to the County Counsel the names and professional biographies of the attorneys the **ASSOCIATION** proposes for inclusion on the list. If the County Counsel does not object to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. As a condition to subsequent reimbursement by the **COUNTY**, the Association member shall notify the **ASSOCIATION** and the **COUNTY** within three (3) calendar days of the selection of an attorney under these provisions. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of their choosing, licensed to practice in Oregon and having a principal place of practice in the Lane County area, and so long as the **COUNTY'S** obligation to reimburse will arise only if the County Attorney receives written notice of the selected attorney from the **ASSOCIATION** within three (3) calendar days of the Association member or **ASSOCIATION** learning of the lack of availability of an attorney from the predetermined list.
- B. **Estimate of Legal Fees** Following the initial meeting between the Association member and the attorney, the **ASSOCIATION** shall arrange for the attorney to provide the **COUNTY**, at no cost to the **COUNTY**, a preliminary estimate of the anticipated legal fees, costs and expenses. This

preliminary estimate shall be directed to County Counsel, the Sheriff, Human Resources Department and the **ASSOCIATION**.

- C. **Billing** Before becoming obligated to reimburse an Association member under this Article, the **COUNTY** shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The hourly breakdown must be received by the **COUNTY** within sixty (60) days of the conclusion of the grand jury or criminal proceedings against the Association member. The attorney shall account for and value time at the attorney's usual and customary rate, and if there is a range of rates usually and customarily utilized by the attorney, then at the rate most favorable to the client, not to exceed one hundred seventy five dollars (\$175.00) per hour. If the **COUNTY**, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. In any Fee arbitration proceedings, the **COUNTY** may assert any position that the Association member could assert in a direct dispute between the Association member and the attorney.
- D. **Binding Decision** The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the **COUNTY'S** obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the **COUNTY** by the attorney retained or selected by the Association member.

19.3 DENIAL OF REIMBURSEMENT

Reimbursement will not be made in those instances where:

- A. The Association member was not performing within the course and scope of their duties as an officer of Lane County;
- B. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
- C. The Association member is disciplined based on the Association member's actions which formed any part of the basis for the possible criminal liability; unless the Department's disciplinary action is set aside in total on grievance appeal. If the matter is taken to arbitration, the arbitrator shall not hear or consider any evidence of attorney's fees or exposure to attorney's fees as relevant to the issue of whether discipline is appropriate;
- D. The Association member resigns their employment with the **COUNTY** for any reason;

- E. The **COUNTY** shall have no obligation under this provision to reimburse an Association member in any instance where the Association member or the **ASSOCIATION** elects to have counsel for the **ASSOCIATION** represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
- F. The **COUNTY** shall have no obligation under this provision to reimburse an Association member for costs or legal fees associated with representation at pre-disciplinary procedures, grievance, arbitration or other civil proceedings;
- G. Nothing in this provision obligates the **COUNTY** to pay or reimburse the **ASSOCIATION**, or counsel for the **ASSOCIATION**, for any work by the **ASSOCIATION** or counsel for the **ASSOCIATION** that is related to the rights of the **ASSOCIATION** or its members under this provision.

19.4 REIMBURSEMENT DUE DATE

Any reimbursement required by the **COUNTY** shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and, without intending to limit any private payment arrangements between the Association member and their attorney, are subject to the following monetary maximums:

- A. Legal fees relating to a grand jury investigation and/or appearance shall not exceed five thousand dollars (\$5,000).
- B. Legal fees relating to post-grand jury indictment or other charging instrument shall not exceed ten thousand dollars (\$10,000).
- C. Total legal fee reimbursement shall not exceed fifteen thousand dollars (\$15,000).
- D. Total legal fee reimbursement under these provisions for any number of Association members shall not exceed sixty thousand dollars (\$60,000) during any fiscal year. Nothing in this provision shall preclude the **ASSOCIATION** from reimbursing any member for legal fees incurred.

ARTICLE 21**TERM OF AGREEMENT****21.1 LENGTH OF CONTRACT**

Three (3) years: July 1, ~~2022-2025~~ through June 30, ~~2025~~2028.

21.2 NEGOTIATE MODIFICATIONS

If either party serves written notice of its desire to terminate or modify this *Agreement*, the parties shall commence negotiations by April 1 prior to the expiration of the *Agreement* except by mutual consent.

21.3 CONTRACT CONTINUATION

The provisions of this *Agreement* shall continue during negotiations for a successor, unless either party has terminated the *Agreement*.

EXECUTED ~~FOR LANE COUNTY~~ the _____ day of _____, ~~2025~~:

FOR LANE COUNTY BY:

Steve Mokrohisky
County Administrator

~~Clifton Harrold~~ Carl Wilkerson
Sheriff

Inga Wood
Labor Relations Manager

EXECUTED FOR LCPOA:

Eric Churchill
President LCPOA

LCPOA Grade Adjustments – 2025 Proposal

Effective the first full pay period following July 1, 2025 for employees on the payroll on that date or the date of the Board of County Commissioners' approval of the Agreement, whichever is later, adjustments will be made as follows:

Classification	Job Code	Current Grade	New Table Grade*	Grade After Unit Wide Increase and Market Adj.
Deputy Sheriff	F002	35	36	38
Communications Officer	F017	33	33	33
Communications Specialist	F018	34	35	35 36
Public Safety Support Specialist	F029	24	25	26
Records Officer	F031	20	21	22
Records Specialist	F032	26	27	27
Facility Support Officer	F035	22	23	25
SO Communications Network Coordinator	H021	33	33	40
Juvenile Group Worker	K004	27	27	30
Juvenile Group Worker Sr.	K005	31	31	32 34

*The grade assigned on the new salary table is the closest equivalent to the current grade, excluding group worker classifications that have their own salary table.

All movement for employees will be step-to-step—they will retain the step they are currently on when moving to a new grade.

Health Plan Comparison 1/1/~~2025~~2026

Item 6.a

ELIGIBILITY:

- Eligible LCPOA employees, retirees and COBRA participants hired on or before December 31, 2025 may choose between the HDHP, Plus and Co-Pay Plan.
- Eligible LCPOA employees, retirees and COBRA participants hired on or after January 1, 2026 may choose between the HDHP and Plus Plan.
- All employees who enroll in the HDHP can choose between a Health Savings Account (HSA) and an HRA-VEBA for the County Contribution.

SERVICE	HIGH DEDUCTIBLE HEALTH PLAN (HDHP)		PLUS PLAN		CO-PAY PLAN	
	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING	OUT OF NETWORK
Annual Deductible Single / Family	\$1,650/\$3,300 \$1,700/\$3,400		\$250 / \$750		None	
Out-of-Pocket Limit Single / Family	\$3,000 / \$6,000		\$2,000 / \$6,000		\$1,500 / \$4,500	
HEALTH SAVINGS ACCOUNT (HSA) or HRA-VEBA	\$1,650 / \$3,300 \$1,700/\$3,400		N/A		N/A	
PREVENTIVE SERVICES						
Well baby care	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Routine/annual exams	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Immunizations	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
PROFESSIONAL SERVICES						
Primary Care Office Visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
Specialist Office Visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
Surgery	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$35 co-pay	50%
Urgent care office visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
HOSPITAL SERVICES						
Inpatient room and board	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Inpatient rehabilitation	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Skilled nursing facility care	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Emergency room visits (true emergency)	Deductible then 20%	Deductible then 20%	\$250 co-pay* ^	Deductible then 50% ^	\$250 co-pay per day ^	50% ^
OUTPATIENT SERVICES						
Outpatient surgery facility fee	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay	50%
Advanced diagnostic imaging	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	50%
Diagnostic and therapeutic radiology and lab	Deductible then 20%	Deductible then 40%	No charge up to the first \$500* then deductible then 20% co-insurance	Deductible then 50%	No charge	50%
OTHER COVERED SERVICES						
Durable medical equipment	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	20%
Alternative care (includes chiropractic and acupuncture – excludes massage)	Deductible then 20% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	Deductible then 40% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	\$25 co-pay* (20 visits per CY chiro max; 12 visits per CY acupuncture max)	Deductible then 50% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	\$35 co-pay* (20 visits per CY chiro max; 12 visits per CY acupuncture max)	50% (20 visits per CY chiro max; 12 visits per CY acupuncture max)
Routine eye exam (active employees only)**	\$15 co-pay*	30%*	\$15 co-pay*	30%*	\$15 co-pay*	30%*

*Not subject to annual deductible. ^Co-Pay Plan: Co-pay subject to 5-day max. Co-pay waived if admitted to hospital. For emergency medical conditions, out of network providers are paid at the participating provider level.

^Plus Plan: Co-pay applies to emergency room physician and facility charges only. Co-pay waived if admitted to hospital.

**One eye exam every 24 months for adults, one eye exam every 12 months for children 18 or younger. LCPOA members receive two exams every 12 months regardless of age. Retiree plans exclude eye exam.

Prescription Comparison 1/1/2025

County to LCPOA Mediation Supposal Package 10/14/25

Item 6.a

HIGH DEDUCTIBLE HEALTH PLAN*		Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^				
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance	
Participating Mail Order Service				
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance	
Non-participating Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance			
Specialty Drugs – Participating Specialty Pharmacy				
Up to a 30 day supply	20% co-insurance			
Specialty Drugs – Not filled through Participating Specialty Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance			
PLUS & CO-PAY PLANS*		Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^				
Up to a 30 day supply	\$15 co-pay	\$30 co-pay	\$35 co-pay	
31-60 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay	
61-90 day supply	\$45 co-pay	\$90 co-pay	\$105 co-pay	
Participating Mail Order Service				
Up to a 90 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay	
Non-participating Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater			
Specialty Drugs – Participating Specialty Pharmacy				
Up to a 30 day supply	Same as retail 30% co-insurance up to \$100 max			
Specialty Drugs – Not filled through Participating Specialty Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater			

Important:

- Eligible LCPOA Employees, retirees and COBRA participants may choose between the High Deductible Health, Plus Plan and Co-Pay Plan. All plans are subject to generic preferred drugs. Brand name drugs will be allowed only when medically required.

Note: If you receive a brand name drug when a generic is available, you will be responsible for the cost of the drug. See your member handbook for important information about your prescription drug benefit.

^ Remember to show your PacificSource ID card each time you fill a prescription at a retail pharmacy.

This is just a summary of benefits, and the plan documents govern. Please consult your [PacificSource Member Handbook](#) or contact 541-684-5582 for more information.

Health Plan Monthly Premium Comparison 1/1/~~2025~~2026

Item 6.a

Employee cost per month^

Labor Agreement	Hire Date	Co-Pay Plan**	High Deductible Health Plan**	Plus Plan**
<u>LCPOA</u>	<u>On or after</u> <u>1/1/2026</u>	<u>N/A</u>	<u>\$20/month</u>	<u>Employee – \$30/month Employee +</u> <u>Dependent(s) – \$50/month</u>
LCPOA	Any date of hire <u>On or before</u> <u>12/31/2025</u>	Employee – \$50/month Employee + Dependent(s) – \$70/month	\$20/month	Employee – \$30/month Employee + Dependent(s) – \$50/month

** All eligible employees with a premium cost share who complete all parts of the “Live Well Credit” Health Risk annually will receive a \$20/month credit.

Health Plan Comparison 1/1/~~2025~~2027

Item 6.a

ELIGIBILITY:

- Eligible LCPOA employees, retirees and COBRA participants hired on or before December 31, 2025 may choose between the HDHP, Plus and Co-Pay Plan.
- Eligible LCPOA employees, retirees and COBRA participants hired on or after January 1, 2026 may choose between the HDHP and Plus Plan.
- All employees who enroll in the HDHP can choose between a Health Savings Account (HSA) and an HRA-VEBA for the County Contribution.

SERVICE	HIGH DEDUCTIBLE HEALTH PLAN (HDHP)		PLUS PLAN		CO-PAY PLAN	
	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING	OUT OF NETWORK
Annual Deductible Single / Family	\$1,650/\$3,300 \$2,000/\$4,000		\$250 / \$750		None	
Out-of-Pocket Limit Single / Family	\$3,000 / \$6,000 \$4,000 / \$8,000		\$2,000 / \$6,000 \$3,000 / \$6,000		\$1,500 / \$4,500 \$3,000 / \$6,000	
HEALTH SAVINGS ACCOUNT (HSA) or HRA-VEBA	\$1,650 / \$3,300 \$1,600 / \$3,200 or <u>\$2,000 / \$4,000 with annual completion of Live Well Credit by 11/30</u>		N/A		N/A	
PREVENTIVE SERVICES						
Well baby care	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Routine/annual exams	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Immunizations	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
PROFESSIONAL SERVICES						
Primary Care Office Visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
Specialist Office Visits	Deductible then 20%	Deductible then 40%	\$25-35 co-pay*	Deductible then 50%	\$35-50 co-pay	50%
Surgery	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$35 co-pay	50%
Urgent care office visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
HOSPITAL SERVICES						
Inpatient room and board	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Inpatient rehabilitation	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Skilled nursing facility care	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Emergency room visits (true emergency)	Deductible then 20%	Deductible then 20%	\$250 co-pay* ^	Deductible then 50% ^	\$250 co-pay per day ^	50% ^
OUTPATIENT SERVICES						
Outpatient surgery facility fee	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay	50%
Advanced diagnostic imaging	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	50%
Diagnostic and therapeutic radiology and lab	Deductible then 20%	Deductible then 40%	No charge up to the first \$500* then deductible then 20% co-insurance	Deductible then 50%	No charge	50%
OTHER COVERED SERVICES						
Durable medical equipment	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	20%
Alternative care (includes chiropractic and acupuncture – excludes massage)	Deductible then 20% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	Deductible then 40% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	\$25 co-pay* (20 visits per CY chiro max; 12 visits per CY acupuncture max)	Deductible then 50% (20 visits per CY chiro max; 12 visits per CY acupuncture max)	\$35 co-pay* (20 visits per CY chiro max; 12 visits per CY acupuncture max)	50% (20 visits per CY chiro max; 12 visits per CY acupuncture max)
Routine eye exam (active employees only)**	\$15 co-pay*	30%*	\$15 co-pay*	30%*	\$15 co-pay*	30%*

*Not subject to annual deductible. ^Co-Pay Plan: Co-pay subject to 5-day max. Co-pay waived if admitted to hospital. For emergency medical conditions, out of network providers are paid at the participating provider level.

^Plus Plan: Co-pay applies to emergency room physician and facility charges only. Co-pay waived if admitted to hospital.

**One eye exam every 24 months for adults, one eye exam every 12 months for children 18 or younger. LCPOA members receive two exams every 12 months regardless of age. Retiree plans exclude eye exam.

Prescription Comparison 1/1/2025 ~~2027~~

Item 6.a

HIGH DEDUCTIBLE HEALTH PLAN*		Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^				
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance	
Participating Mail Order Service				
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance	
Non-participating Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance			
Specialty Drugs – Participating Specialty Pharmacy				
Up to a 30 day supply	20% co-insurance			
Specialty Drugs – Not filled through Participating Specialty Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance			
PLUS & CO-PAY PLANS*		Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^				
Up to a 30 day supply	\$15 co-pay	\$30 co-pay	\$35 co-pay	
31-60 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay	
61-90 day supply	\$45 co-pay	\$90 co-pay	\$105 co-pay	
Participating Mail Order Service				
Up to a 90 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay	
Non-participating Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater			
Specialty Drugs – Participating Specialty Pharmacy				
Up to a 30 day supply	Same as retail 30% co-insurance up to \$100 max			
Specialty Drugs – Not filled through Participating Specialty Pharmacy				
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater			

Important:

- ~~Eligible LCPOA Employees, retirees and COBRA participants may choose between the High Deductible Health, Plus Plan and Co-Pay Plan. All plans are subject to generic preferred drugs. Brand name drugs will be allowed only when medically required.~~

Note: If you receive a brand name drug when a generic is available, you will be responsible for the cost of the drug. See your member handbook for important information about your prescription drug benefit.

^ Remember to show your PacificSource ID card each time you fill a prescription at a retail pharmacy.

This is just a summary of benefits, and the plan documents govern. Please consult your [PacificSource Member Handbook](#) or contact 541-684-5582 for more information.

Health Plan Monthly Premium Comparison 1/1/~~2025~~2027

Item 6.a

Employee cost per month^

Labor Agreement	Hire Date	Co-Pay Plan**	High Deductible Health Plan**	Plus Plan**
<u>LCPOA</u>	<u>On or after 1/1/2026</u>	<u>N/A</u>	<u>\$20/month</u>	<u>Employee – \$30/month Employee + Dependent(s) – \$50/month</u>
LCPOA	Any date of hire <u>On or before 12/31/2025</u>	Employee – \$50/month Employee + Dependent(s) – \$70/month	\$20/month	Employee – \$30/month Employee + Dependent(s) – \$50/month

** All eligible employees with a premium cost share who complete all parts of the “Live Well Credit” Health Risk annually will receive a \$20/month credit.

^ Effective, 1/1/2027, if you and/or your spouse/domestic partner are enrolled in a Lane County medical plan and use tobacco products, you’ll pay a monthly surcharge of \$25/mo for employee, \$25/mo for spouse/domestic partner, or \$50/mo for both employee and spouse/domestic partner. In accordance with the National Institutes of Health (NIH) tobacco use is defined as someone who uses any tobacco product on most days.



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: Human Resources

PRESENTED BY: James Trujillo, Workforce Wellness Manager

AGENDA TITLE: ORDER/ In the Matter of Approving the Marathon Health Contract Beginning January 1, 2026, Through December 31, 2028, to Provide Employee Health Clinic Services With Three Optional One Year Extensions and Delegating Authority to the County Administrator to Execute the Contract and Amendments.

I. MOTION

Move to approve order 25-11-18-XX In the Matter of Approving the Marathon Health Contract Beginning January 1, 2026, Through December 31, 2028, to Provide Employee Health Clinic Services with Three Optional One Year Extensions and Delegating Authority to the County Administrator to Execute the Contract and three one-year Amendments.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve a new three-year contract with Marathon Health for employee health and wellness clinical services with three optional one-year extensions. The employee health clinic, known as the Live Well Center, has been a well utilized benefit provided to employees and their benefited dependents for ten years. The Live Well Center provides preventive health services, acute care, biometric wellness services, vaccination services, lab services, employee health education services, basic pharmacy services and will now offer virtual specialist services with the implementation of the new contract.

The new contract calls for two nurse practitioners (one at a 1.0 full time equivalent and a second at a 0.8 part time equivalent level). In addition, the Center will staff two medical assistants (one at a 1.0 full time equivalent and a second at a 0.8 part time equivalent level). The new configuration removes a 0.6 part time equivalent behavioral health provider due to low utilization (consistently 45% utilization or less) over the past several years. At the same time, we have

seen an increased utilization due to increased access to local behavioral health through Cascade Health Employee Assistance Program (EAP) services. The new Clinic staffing configuration also adds capacity to medical services that have been consistently utilized at 86% or higher during peak months. The target utilization level is 85% to maintain a proper functioning and efficient health clinic operation. The overall staffing level remains the same, however, some of the positions have changed.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Board first approved the implementation of the employee health clinic and the partnership with Marathon Health on September 1, 2015. The clinic was implemented to support the health and wellness of Lane County's employees and dependents while helping to control the costs of the County's self-funded insurance plan. Since that date, the County has agreed upon contract extensions with Marathon Health and notified them of the County's intent to request competitive bids for the services.

On February 2, 2025, the Board approved a final extension of the Marathon contract to allow for a comprehensive request for proposal process to be conducted by USI Benefit Brokers (USI) in collaboration with a Lane County team to evaluate respondents.

USI conducted the national search and found four companies interested in competing for the business. The criteria for selection of the winning bid included the following elements all weighted equally at 20%:

- Overall Client Experience
- Wellness Incentive Tracking
- Overall Cost and Value
- Wellness and Disease Management Services
- Account Management, Reporting, and Data Management Services

Of the four bidders for the services, Marathon Health had the strongest overall score as determined by the Lane County team and avoids costly and time-consuming transitions that significantly impact employees depending on these services.

B. Policy Issues

The Live Well Center is subject to Lane Manual 20.200.100 (E) and is exempt from standard competitive bid processes as provided in ORS 243.105(1), ORS 243.125(4), ORS 243.221, ORS 243.275, ORS 243.291, ORS 243.303 and ORS 243.565. However, given the importance of this contract to employee health and the length of time

since the creation of the program, staff determined a competitive process was in the best interest of Lane County.

Lane County has a robust and important wellness program that encourages, rewards and educates employees on the importance of their own health and wellbeing. This program has been integrated into most collective bargaining agreements to incentivize the utilization of consumer-focused health plan designs and individual understanding of health through biometric screenings. The Live Well Center is a vital part of this program by offering screenings, coaching and administrative tracking.

C. Board Goals

The Board's goal to invest in the health and well-being of our employees is one of the four pillars of the County's strategic plan. The County's wellness program and the employee clinic have been instrumental and will continue to be key to employee wellness and incentivizing health while controlling costs.

D. Financial and/or Resource Considerations

The cost for this new and updated contract will be \$890,282 annually which represents a 9% decrease in costs from the current annual contract amount of \$983,523 and includes a guaranteed rate hold for the second year of the contract. Year three of the contract has an automatic escalation of 4%. The optional one-year extensions would be negotiated each year by Lane County staff and USI Benefit Brokers should the County elect to extend the contract beyond the initial three-year term. The cost represents less than 2.0% of the overall annual expense budget of Lane County medical claims, insurance, and other related costs.

E. Health Implications

Oregon has a shortage of medical providers with a ratio of 1.51 physicians per 1,000 residents based on a 2022 Kaiser Family Foundation report. As recently as September of 2025, Lane County Health and Human Services leaders have confirmed that this trend of provider access losses continues to worsen.

Lane County employees have commented on challenges in finding primary care physicians with closures of provider groups such as the Oregon Medical Group which closed a clinic in March 2024. The Live Well Center has provided vital primary care, preventive care, pharmacy care, and laboratory services for Lane County employees and their families. Many employees and their families use the Live Well Center and have come to rely on it as an alternate home to primary care to meet their

medical needs. Having adequate clinical health services for employees and their families is vital to maintain Lane County's staffing to serve the public and the County's mission.

F. Analysis

The clinic's utilization for medical services has been averaging 86% (exceeding the best practices target of 85%) and mental health services averaging 45% (with a best-practices target of 85%). These cost savings are based on redirected care, chronic disease management, and reductions in costly unnecessary procedures through coordinated care strategies.

As of June of 2025, there were 1,347 (30%) of the benefited employee and dependent population that accessed the Live Well Center one or more times over the course of the previous 12 months. This represented full capacity for medical appointments and nearly a 5% increase from the previous year's utilization. Adding more medical capacity will help the Live Well Center reach more employees and their families for these clinical services.

Employee feedback of the Live Well Center is very favorable. As of June of 2025, the Net Promoter score from Lane County users was 95% and in the excellent range of the measure. This score is actually 4.9% points higher than the rest of Marathon Health's book of business and speaks to the value of the program offering and popularity of the Center.

Marathon measures health risks of our population and supports the proper management of chronic conditions through lifestyle programs, drug adherence support and patient education. There are eight measures including blood sugar and cholesterol measures that are monitored monthly. The majority of these risks have been shown to decrease each month which ultimately helps maintain the health of the County's employee population and reduces the risks of catastrophic claims.

Marathon's most recent review of all Lane County claims data shows a decreased risk score for engaged employees and dependents using the Live Well Center as compared to those that are not. Marathon shows an 18% decrease in cost for engaged employees based on reduction of costly and unnecessary procedures, improved chronic disease management, and redirected health care. This equates to a return on investment or ROI of 1.6 (calculated by dividing savings by total Marathon Health costs).

New with this contract is the virtual specialist provider access through Rubicon MD. This will allow the Live Well Center practitioner staff to access medical specialists for enhanced services where specialty care is

required or advisable. This is a meaningful addition as specialists in the Lane County area are often booked weeks or months into the future for care and services.

G. Alternatives/Options

1. Approve the contract and three one-year optional amendments as recommended and delegate authority to the County Administrator to sign the Contract and the three optional amendments.
2. Do not approve the contract or request additional information.

IV. RECOMMENDATION

Human Resources staff recommends approving the new three-year contract with three optional one-year extensions with Marathon Health.

V. TIMING/IMPLEMENTATION

Upon Board approval, Human Resources staff will provide the updated contract to County Administrator for the execution of the contract to begin as of January 1, 2026.

VI. FOLLOW-UP

None.

VII. ATTACHMENTS

- A. Marathon Health Clinic Contract
- B. Required Insurance Terms
- C. Presentation for Discussion

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-11-18-10

In the Matter of Approving the Marathon Health Contract Beginning January 1, 2026, Through December 31, 2028, to Provide Employee Health Clinic Services with Three Optional One Year Extensions and Delegating Authority to the County Administrator to Execute the Contract and Amendments.

WHEREAS, the County is required to meet the obligations it has made to its employees to provide employees and eligible dependents employee health and wellness services; and

WHEREAS, to meet the obligation the County provides a medical resource for employees to monitor their health conditions and participate in the County's wellness incentive program; and

WHEREAS, employees in the Lane County region encounter difficulty in securing a primary care physician; and

WHEREAS, the County completed a thorough and comprehensive request for proposals for this service and secured a decrease in overall cost; and

WHEREAS, the contract is \$5,712,337, the not-to-exceed amount of \$6 million will cover Marathon services and normal laboratory, pharmacy, and related variable expenses passed through to the County as a self-insured employer.

WHEREAS, the current agreement with Marathon Health Inc. is expiring as of February 9, 2026.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. That the new contract with Marathon Health for a three-year term with three additional one-year optional terms is approved in an amount not to exceed \$6,000,000 over the six-year term
2. That the County Administrator is delegated authority to execute the necessary documents for the new contract and three optional one-year amendments.

ADOPTED this 18th day of November, 2025.

David Loveall, Chair
Lane County Board of Commissioners



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): E-MAIL ADDRESS: CertRequests@ajg.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ironshore Specialty Insurance Company		25445
INSURER B: Travelers Casualty and Surety Company		19038
INSURER C: Travelers Property Casualty Company of America		25674
INSURER D: Fidelity and Guaranty Insurance Company		35386
INSURER E: Travelers Indemnity Company		25658
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 297262434**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		HC7CAC3ZYM002	9/1/2025	9/1/2026	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-7Y55886A-25-43-G	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			HC7CAC3ZYQ002	9/1/2025	9/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B E C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-7Y535833-25-43-G UB-A026485A-25-43-G UB-A0288072-25-43-G	9/1/2025 9/1/2025 9/1/2025	9/1/2026 9/1/2026 9/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			HC7CAC3ZYM002	9/1/2025	9/1/2026	Aggregate Per Claim Limit \$5,000,000 \$5,000,000

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

Excess Liability (2nd Layer); Carrier: Homesite Insurance Company of Florida;
Policy Number: XMC-181986000-01; NAIC #: 11156;
Effective Date: 9/1/2025; Expiration Date: 9/1/2026;
Per Claim Limit: \$5,000,000; Aggregate Limit: \$5,000,000

Sexual Abuse and Molestation; Carrier: Ironshore Specialty Insurance Co;
Policy Number: HC7CAC3ZYM002; NAIC #: 25445;
Effective Date: 9/1/2025; Expiration Date: 9/1/2026;
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Lane County, Subdivision of the State of Oregon
125 East Eighth Ave.
Eugene OR 97401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Marathon Health, LLC 10 W Market St Ste 2900 Indianapolis, IN 46204	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Per Claim Limit: \$2,000,000; Aggregate Limit: \$2,000,000

Certificate holder is an additional insured for the general liability coverage as required by contract.

LANE COUNTY BOARD OF COUNTY COMMISSIONERS EMPLOYEE HEALTH CLINIC – LIVE WELL CENTER CONTRACT

LANE COUNTY HUMAN RESOURCES
NOVEMBER 18, 2025



BACKGROUND

- To support the health and wellness of employees and their dependents, the Board of Commissioners is requested to approve a new contract with Marathon Health to manage the Live Well Center (an employee health clinic).
- USI Benefit Brokers conducted a request for proposals (RFP) for the employee health clinic on behalf of Lane County.
- Benefits are exempted from the standard RFP process used by the County. See exemption per Lane Manual 20.200.100(E).
- USI cultivated four bids for employee health clinic services.
- HR recommends we renew our partnership with Marathon Health and create a new three-year contract with three optional one-year extensions beginning January 1, 2026. The contract may last a total of six years.
- This new contract represents a continued benefit that has been offered to employees and their families since 2015 and is a critical component of the County's wellness program.



CRITERIA FOR SELECTION

Each criteria was equally weighted at 20%.

- Overall Client Experience
- Wellness Incentive Tracking
- Overall Cost and Value
- Wellness and Disease Management Services
- Account Management, Reporting, and Data Management Services



RETURN ON INVESTMENT, AND COST



- The Live Well Center medical services are highly utilized at an average of about 85% monthly.
- 1,347 employees and benefited dependents or 30% of the population utilized the Live Well Center from July 2024 to July of 2025.
- Employee feedback is favorable. 95% of employees report that the care they receive is excellent.
- Return on investment is estimated at 18% when comparing Lane County populations that utilize the center versus those that do not.
- Costs for this contract are decreasing by 9% to \$890,282 annually. Rates are frozen for the first two years of the contract. The third year is locked in at an increase of 4%.

CHANGES



- Medical services have been highly utilized (85%) and the County is moving to increase access through increased nurse practitioner, lab technician and medical assistant services.
- Due to ongoing low utilization (45%) for behavioral health services the County is discontinuing these services.
- A new virtual specialist service will be accessible to patients as a provider-to-provider program is put in place.
- A new In-Body Scan device has been added to help employees manage their wellness.

OVERALL VALUE



- The County's mission is best met when our employees and their families are healthy and on-the-job serving the tax-payers of Lane County.
- The Live Well Center promotes employee wellness and provides same or next day acute care which helps employees stay productive.
- Providing the Live Well Center to employees is an efficient and effective use of County funding that represents less than 2% of the overall benefit costs to the County.
- The County monitors the overall performance of the contract through mutually agreed upon performance guarantees.

NEXT STEPS

1. HR recommends implementation of the new contract with Marathon Health to manage the Live Well Center.
2. County and Marathon execute new agreement to be effective January 1, 2026.



QUESTIONS?

LANE COUNTY GOODS/SERVICES CONTRACT (Contract Form A-1, rev. 07/23/2025)

**AMENDED AND RESTATED
EMPLOYEE HEALTH CLINIC CONTRACT**

This Amended and Restated Employee Health Clinic Contract (this “**Contract**”) is entered into by and between Lane County, a political subdivision of the State of Oregon (“**County**” or “**Client**”), and Marathon Health, LLC, a State of Delaware Limited Liability Corporation (“**Contractor**” or “**Marathon**”), each a “**party**,” and referred to collectively in this Contract as “**the parties**.” This Contract is effective January 1, 2026 (the “**Effective Date**”). County and Contractor agree as follows:

WHEREAS, as part of its overall healthcare program, County desires to furnish to its employees and their spouses/dependents (as defined below) certain preventive, wellness, disease management, health consultation, occupational health, and/or primary care services;

WHEREAS, County and Contractor previously entered into an agreement dated September 1, 2015 (the “Original Agreement”) for the provision of such services;

WHEREAS, County desires to continue receiving such services and the Parties now wish to amend and restate the Original Agreement in its entirety to reflect their current understanding and agreement; and

WHEREAS, Contractor is willing to provide such services in accordance with the terms and conditions set forth in this Amended and Restated Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, together with all exhibits attached hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. STATEMENT OF WORK (the “Work”)

1.1 Contractor will perform health services for employees and their benefited dependents.

1.2 The scope of Contractor's Work is further described in Exhibit A.

Service Orders and Amendments. Contractor may provide additional services, or the Parties may modify the existing services, by executing a mutually agreed service order, statement of work, or an amendment to this Agreement. Service orders, statements of work, and amendments will include terms and conditions specific to the services described therein including but not limited to the scope of services, fees, timeline, and any deliverables.

2. CONTRACT DOCUMENTS

2.1 The Contract. The Contract consists of this Contract Form and the following listed exhibits, which are incorporated into the Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.

2.2 Exhibits. With this document, the following Exhibits are incorporated into the Contract:

- **Exhibit A** Scope of Work
- **Exhibit B** Standard County Contract Conditions
- **Exhibit C** Insurance Coverages Required
- **Exhibit D** Staffing; Availability
- **Exhibit E** Fees and Payment Schedule
- **Exhibit F** Performance Guarantees
- **Exhibit G** Reports
- **Exhibit H** Marathon Emergency Response Care Policy

2.3 Precedence. In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Goods/Services Contract Form, then in order: Exhibit C, Exhibit B, Exhibit A, Exhibit D, other Exhibits.

3. CONSIDERATION AND PAYMENT

3.1 Consideration. In consideration for Contractor's performance, County agrees to pay the contractor in accordance with the annual fees outlined in Exhibit A. County is not obligated to pay any amount greater than that stated here.

3.2 Payment. Payment will be made monthly. Any payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from Contractor. Prior to approval and payment, County may require, and if required

Contractor must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Contract. Notwithstanding anything in this Contract to the contrary, if any invoice(s) or portion(s) of invoice(s) are not disputed in writing by Client within thirty (30) days of the date of the invoice, Client irrevocably waives its right to later dispute such invoice. A one percent (1%) per month (or the maximum amount permitted by law, whichever is lesser) late fee will be charged for payments on undisputed charges not received when due.

- 3.3 Non-Payment.** Failure to pay an invoice when due shall constitute a material breach of this Contract, provided that the County shall have thirty (30) days from the invoice date to dispute any portion of an invoice in good faith. If no dispute is raised within such thirty (30) days, the invoice shall be deemed accepted. Contractor reserves the right to terminate this Contract or suspend services if any undisputed invoice that remains unpaid more than thirty (30) days after the invoice due date. Contractor reserves the right to refrain from providing services to Client if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Contractor continues to provide services during a period of time when Client is in breach, such continuance of services will not operate as a waiver of Contractor's right and ability to utilize any and all remedies available to Contractor under applicable laws.

4. EFFECTIVE DATE AND DURATION

- 4.1 Effective Date.** Upon the signature of all parties, this Contract is effective on January 1, 2026.
- 4.2 Initial Term.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate on December 31, 2028. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.
- 4.3 Renewal.** Upon completion of the initial term listed in subsection 4.2, County may elect to extend the Contract for up to three (3) additional one-year terms by mutual written agreement of the parties. The Parties agree that they shall begin good faith negotiations regarding any material changes to the terms of this Contract no later than six (6) months prior to the end of the then-current term.

5. AUTHORIZED REPRESENTATIVES AND NOTICE. Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

- 5.1** County's Authorized Representative (name, title, telephone number, and email):
James Trujillo, Workforce Wellness Manager, 541-682-2039, james.trujillo@lanecountyor.gov
- 5.2** Contractor's Authorized Representative (name, title, telephone number, and email):
Ashley Kersey, Regional Operations Manager, 971-280-2358, ashley.kersey@marathon.health

Notice shall be given to:
Marathon Health, LLC
Attn: Jeff Wells, CEO

Via USPS:
P.O. Box 1433
Portsmouth, NH 03802

Via UPS/FedEx:
10 W. Market St., Ste. 2900
Indianapolis, IN 46204

with a copy to:
legal@marathon-health.com
Attn: General Counsel

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Contract on behalf of that party below.

6. MULTIPLE COUNTERPARTS. The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all

parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.

SIGNATURES FOLLOW ON NEXT PAGE

SIGNATURES**CONTRACTOR'S CERTIFICATIONS:**

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
- Contractor has not discriminated against minority, women, or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
 - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Contractor hereby swears and affirms under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4)(a).

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

CONTRACTOR:**COUNTY:**

MARATHON HEALTH, LLC

LANE COUNTY

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

Tax ID No.: _____

EXHIBIT A – SCOPE OF WORK

I. Advanced Primary Care Services:

Commencing on the applicable Start Date, Marathon shall provide the following Advanced Primary Care Services to Patients:

Primary & Urgent Care	Description
Acute Care Ages 2+	Treatment of minor acute illnesses for Patients ages 2+, including respiratory infections, urinary tract infections, skin infections, wounds or similar illnesses that are episodic in nature and short in duration. Adult acute care is available via telephonic and video channels, in addition to in-person care. The health services do not include emergency medical services and the Care Providers will follow Marathon's Emergency Response Care Policy attached as Exhibit H.
Medical Procedures	To the extent that the procedure is within a Care Provider's scope of practice, various medical procedures that can be done during a Care Provider visit in a Health Center, including pap smear, shave biopsy, simple laceration repair with dermabond/adhesive strips, ear irrigation, skin tag removal, and cryotherapy.
Annual Preventive Visits/Physical Exams 12+	Annual preventive physical examinations including well child checks (12+) with the ordering (or referral) of age-appropriate screenings (e.g., mammography, colonoscopy, and bone density screenings), labs and immunizations. Includes sports/camp physicals for Patients age 5+ but does not include well child exams for ages 5 through 11.
Workplace Injury Triage	<p>OSHA first aid care for minor work injuries to the extent appropriate within the medical judgment of the Care Provider. When necessary, Patients will be redirected to an appropriate facility for continued treatment. Workplace injury services beyond OSHA first aid treatment are not included unless expressly indicated in this Exhibit A.</p> <p>OSHA first aid treatment may include:</p> <ul style="list-style-type: none"> · Using a non-prescription medication at nonprescription strength · Administering tetanus immunizations · Cleaning, flushing or soaking wounds on the surface of the skin · Using wound coverings such as bandages, gauze pads, etc.
Patient Support: FMLA, first treatment of injury and disability forms	Care Providers can complete FMLA, PFML, OFLA, first treatment of injury and short term disability forms if applicable to their union on behalf of patients when the Care Provider is the medically appropriate resource to fill out the form.
Depression & Anxiety Screening	Screening services for depression and anxiety at annual visits or when deemed necessary by the Care Provider. If necessary, Care Provider will provide follow up care or refer the patient to additional resources as needed.
Collaborating Physician	Collaborating physician to mentor the nurse practitioner and physician providers in accordance with applicable state law.
After-Hours Nurse Triage	After-hours nurse triage support for Patients. Patients may contact a nurse after Health Center hours with any acute care concerns. The after-hours nurse will refer the Patients to the most appropriate care for the concerns identified in the call (ER, Urgent Care or next day appointment).
Value Driven Referrals	Marathon will provide value driven referrals to Patients. Marathon's referral team will conduct same or next-day outreach and work with the Patient to select a referral provider, share records and schedule appointments. Marathon will provide reporting

	to Client regarding referral volume, loop closure rate, procedure cost saving estimates and specialty visit quality scores.
Specialty Care Consultation	Marathon's Care Providers will have access to virtual consultations with third-party medical specialists for consultation on conditions where the opinion of a specialized medical provider is clinically appropriate. If appropriate, the Care Providers will work with the specialists to create care plans guided by the specialist medical consultants.
Patient Support Call Center	Centralized patient support call center for Patient appointment scheduling, responding to questions, incentive information, service escalations and other patient support during regular Health Center operating hours.
Outreach Materials	Marathon will provide co-branded outreach and educational materials in English and Spanish. At Client's request, such materials may be translated to additional languages for an additional cost.

Lab & Pharmacy	Description
Immunizations	Immunizations including: influenza, Tdap, Hep A (pediatrics & adult), Hep B, pneumonia, Meningococcal conjugate/Men-ACWY, HPV-9 (age 12+), recombinant zoster vaccine (age 50+), COVID-19 vaccine.
Injections	Injections ordered by a Care Provider during a patient visit from Marathon's standard set can be administered in the Health Center. The Health Center may also order long-acting reversible contraceptives such as IUDs and implants as needed.
Labs (External and Internal Orders)	Care Providers may order and conduct lab draws for labs on Marathon's approved formulary, which consists of over 200 approved labs. Care Providers can also conduct lab draws at the Health Center for labs ordered by external providers. The labs must be on the Marathon formulary list and can only be performed with the consent of the Patient. Marathon will ONLY perform the service as a collection site and will not give the Patient results or additional information. Results and additional information must be provided by the external provider requesting the labs. Marathon will keep a copy of the lab results in the Patient's health record for any future reference.
Medication Dispensing/Home Delivery	Where legally permitted, Marathon will stock a formulary of commonly prescribed generic medications, which Care Providers may dispense to Patients on-site. Marathon and Client may mutually agree to stock non-standard medications at the Health Center. Care Providers may also order medication for home delivery.
Purified Protein Derivative (PPD) Test	Administration of the purified protein derivative (PPD) skin test to determine if a patient has tuberculosis.

Integrated Wellness	Description
---------------------	-------------

Self-Assessment Tools	Access to a Health Risk Assessment (HRA) as well as other tools made available via the online portal on both desktop and mobile applications. Patients can log into the portal to complete the HRA and receive a health summary which is then pushed to Marathon's electronic health records system. Marathon will also make a paper HRA form available for those clients without access to computers on a limited basis. Marathon agrees to keep their HRA current with scientific medical evidence to support patient health outcomes.
Health Programs	Various health programs (e.g. educational sessions, multi-session courses, lunch and learns, and/or webinars) will be made available either on-demand via the Member portal or as a live virtual event. Marathon will encourage the use and educate patients on the value of the In-Body machine at the Live Well Center and de-emphasize the BMI metric.
Annual Biometric Screening Events – Outside Health Center	At the request of Client and for an additional cost, Marathon will arrange for mass biometric screening events for Members designated as "Local" to Health Centers. A minimum of 50 participants per event is required. If applicable, Marathon will contract and help coordinate these events with a third-party vendor to provide these services at a suitable location specified by Client. Terms to be mutually agreed in a service order.
Flu Shot Events	At the request of Client and for an additional cost, Marathon will arrange for mass flu shot events for Members designated as "Local" to Health Centers. A minimum of 50 participants per event is required. If applicable, Marathon will contract and help coordinate these events with a third-party vendor to provide these services at a suitable location specified by Client. Terms to be mutually agreed in a service order.

Condition Management	Description
Condition Management 12+	Treatment of adults and children 12+ for chronic disease management inclusive of diagnosis, periodic evaluation, ongoing management and coaching, lifestyle management/education, prescription medications and laboratory monitoring.
Diabetes Durable Medical Equipment	Durable medical equipment used for diabetic patients (strips, lancets and meters) kept in stock and provided at the Health Center.

Incentive Programs	Description
Incentive Program Management	Marathon will administer Client's incentive program at Client's request. Marathon allows Clients to tailor incentive programs based on standard packages. Incentive programming and available functionality may be adjusted annually by Marathon based on the number of Members eligible to participate in Client's incentive programs. Based on Client's estimated number of Members, Client is currently eligible for Marathon's silver package of incentive functionality. Upon contract execution, Client and Marathon will enter an annual Statement of Work detailing the elements of the incentive program administered by Marathon. The Statement of Work will be reviewed and affirmed before each subsequent incentive program year starts.

II. Support Services:

Marathon will provide the following administrative and information technology services in support of the Health Services to be provided under this Contract:

Ignite Technology Platform	Description
Health Engagement System Technology Platform	<ul style="list-style-type: none"> Marathon patient portal and mobile application that include self-service scheduling and online appointment management, secure messaging with a patient's care team, electronic medication refill requests, access to a personalized health record (PHR), risk profile, wellness logs, and incentive management. Ability to conduct acute care and health coaching (if applicable) telephonically and over video interface, accessible from the patient portal and mobile application (subject to applicable state laws) Electronic Health Record Ability to import encounter data from carrier to provide historical patient encounter information Integrated technologies supporting patient education and clinical workflow (e.g., clinical decision support, medication dispensing)
Medical Claims Submission	Marathon will submit available claims experience to one (1) Claims Processor for up to four (4) health plans through its electronic health record system in Marathon's standard submission format, subject to provision of required data elements (e.g. eligibility by plan and unique patient identifier). Additional costs may apply for custom submissions or submission to additional Claims Processors or to additional health plans.
Client Reporting Dashboard	Marathon will grant a revocable license to up to three (3) users designated by Client to access Marathon's reporting dashboard. The reporting dashboard allows users to view, interact with and analyze Client data.

Optional Technology Services	Description
SSO Integration	At Client's request, Marathon will facilitate the implementation of inbound Single Sign-On (SSO) integration for its Patient Portal with the Client at an extra, one-time fee of \$10,000. Pricing is subject to change after expiration of the Initial Term. Client is responsible for complying with Marathon's standard security, technical specifications, and data mapping requirements for SSO identity providers, at Client's own expense. Any customizations requested by Client (including technical or data mapping changes or changes related to the Patient user experience or interface) and any post-implementation changes made by the Client requiring Marathon technical support to maintain the functionality of the SSO service may incur additional charges.

Account Management and Advisory Services	Description
One Point of Contact	As assigned account manager provides one point of contact for triaging issues that may be handled by Marathon's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.

Reports	Marathon will deliver the reports described in Exhibit E. In addition, the account manager will conduct monthly reviews with Client to discuss the data presented in the reports.
Annual Reviews	The account manager will provide annual reviews of the Health Services, incorporating Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
Engagement Planning	The account manager will work with the Client to develop an annual engagement plan for the promotion of the Health Services.
Engagement Language Support	Marathon's standard engagement and outreach materials will be provided in English and Spanish, and one other language as determined by Client.

EXHIBIT B – STANDARD COUNTY CONTRACT CONDITIONS

1. **INDEPENDENT CONTRACTOR STATUS.** The performance of the Contract is at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor that is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. Contractor is solely liable for any workers' compensation coverage, social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractors.
2. **INSURANCE AND INDEMNIFICATION**
 - 2.1 **Contractor's Required Insurance.** Contractor must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
 - 2.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
 - 2.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under the Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
 - 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of either Party's responsibility for payment of damages resulting from the Contract.
 - 2.5 **Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance and/or this Contract, each Party (the "Indemnifying Party") must indemnify, defend, and hold harmless the other Party and its officers, agents, employees, and volunteers (collectively the "Indemnified Party") from all damages, losses, and expenses, including but not limited to reasonable, actual and documented attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments directly arising from or out of any third party alleging the Indemnifying Party's negligence or willful misconduct. The provisions of the foregoing notwithstanding, the Indemnifying Party will not be required to indemnify the other Party for any liability arising out of negligence or willful misconduct of the Indemnified Party.
 - 2.6 **Intellectual Property.** If the Work of the Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification must extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trademark, or other proprietary right of any third party.
3. **CONTRACTOR'S OBLIGATIONS**
 - 3.1 Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
 - 3.2 Contractor must make all relevant provisions of the Contract applicable to any subcontractor performing work under the contract.
 - 3.3 Contractor agrees that, except to the extent caused by County's own fault or negligence, County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
 - 3.4 Contractor agrees that any prepayment issued by Lane County will be returned if this agreement is terminated.
 - 3.5 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits, or certificates before performing any work.
 - 3.6 Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, will assume responsibility for satisfaction of any lien so filed or prosecuted and must defend against, indemnify and hold the County harmless from any such lien or claim.

- 3.7** Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies, and transcripts. Contractor must retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
- 3.8** Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.

3.9 Proprietary Rights.

3.9.1 Ownership of Work Product. All work product created by Contractor pursuant to the services provided under this Contract, including derivative works and compilations of work product, whether or not such work product is considered a work made for hire or an employment to invent, is the exclusive property of County. County and Contractor agree that such work product is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the work product is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of Contractor's rights, title, and interest in all work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor will execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such work product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

3.9.2 Contractor Intellectual Property. In the event that a deliverable provided by Contractor under the Contract is a derivative work based on Contractor's Intellectual Property, or is a compilation that includes Contractor-owned intellectual property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Contractor Intellectual Property employed in any deliverable.

3.9.3 License in Third-Party Intellectual Property. In the event that a deliverable provided by Contractor under the Contract is a derivative work based on third-Party intellectual property, or is a compilation that includes third-party intellectual property, Contractor will secure on County's behalf and in the name of County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the third-party intellectual property employed in the deliverable, and to authorize others to do the same on County's behalf.

3.9.4 Trademarks.

- "County Marks" means those trademarks of County as County may notify Contractor in writing to be "County Marks" within the meaning of this Agreement. "Contractor Marks" means those trademarks of Contractor as Contractor may notify County in writing to be "Contractor Marks" within the meaning of this Agreement. County Marks and Contractor Marks are referred to herein, collectively, as "Marks."
- During the Term, County hereby grants to Contractor a non-exclusive, non-transferable right to reproduce, publish, perform and display the County Marks (i) to fulfill its obligations under this Agreement; (ii) on Contractor's website; and (iii) in connection with trade shows and marketing materials. Contractor will use all such County Marks in accordance with any usage guidelines provided by County to Contractor. To the extent that County may reasonably object to the manner and means in which Contractor uses any of the County Marks hereunder, Contractor will promptly take such action as may be reasonably required to address and remedy any such objection(s). In addition, County grants Contractor the right to use the name of County on all advertising and marketing by Contractor; such right shall survive the expiration or termination of the Term provided Contractor shall take commercially reasonable measures to promptly remove references to County. At the reasonable request of Contractor, County agrees to be a positive reference for prospective Contractor.
- During the Term, Contractor hereby grants to County a non-exclusive, non-transferable right to reproduce, publish, perform and display the Contractor Marks (i) to fulfill its obligations under this Agreement; and (ii) in County recruiting and benefit materials. County will use all such Contractor Marks in accordance with any usage guidelines provided by Contractor to County. To the extent that Contractor may reasonably object to the manner and means in which County uses any of the Contractor Marks hereunder, County will promptly take such action as may be reasonably required to address and remedy any such objection(s).

3.9.5 Care Provider Recruitment and Health Care Signage.

- County expressly permits Contractor to use County's name in advertisements to recruit Care Providers or other personnel dedicated for the Contractor Services.
- County agrees to allow Contractor to use Contractor branded signage and will include the name "Marathon Health" in the name of the County's Health Center(s) to improve Member awareness about services available at the Health Center.

3.9.6 Licenses.

- **License to Access Services; Contractor Materials.**
 - To the extent a particular Contractor Service (e.g., Marathon's patient portal) is hosted by Contractor, Contractor hereby grants County and/or the Members, as applicable, the right to access such service as described on Exhibit A commencing on the applicable Start Date.
 - "Contractor Materials" means the Contractor Marks and any text, graphical content, images, techniques, methods, designs, software, hardware, code, documentation or any improvement or upgrade thereto, that is used by or on behalf of Contractor to provide certain services to County under this Agreement. As between the parties, Contractor retains all right, title and interest in and to the Contractor Materials and the Contractor Services (excluding the County Marks and County Materials).

3.9.7 "County Materials" means any proprietary materials provided by or on behalf of County for use by Contractor in connection with the services provided hereunder including but not limited to text, graphical content and images. County hereby grants to Contractor a nonexclusive right to use, reproduce, display and distribute the County Materials solely to perform its obligations under this Agreement. As between the parties, County retains all right, title and interest in and to the County Marks and County Materials. **No Rights.** Except as expressly set forth in the Contract, nothing in the Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by County. Except as expressly set forth in the Contract, nothing in the Contract may be construed as granting to or conferring upon County any right, title, or interest in any contractor-owned intellectual property that is now owned or subsequently owned by Contractor.

3.9.8 Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in the Contract.

3.9.9 Management of Health Center. Contractor will be responsible for the day-to-day management of the Health Center and will adopt appropriate policies and procedures to promote the orderly and efficient operation of the Health Center. As part of the Implementation Services, Contractor shall procure any medical equipment necessary to commence Health Services at the Health Center. Contractor will procure all medical supplies used to provide the Contractor Services under this Contract and shall be responsible for disposing of all bio-waste and hazardous materials resulting from operation of the Health Center in compliance with applicable laws.

3.9.10 Responsibility for Subcontractors; Care Providers. (a) Contractor shall be responsible for selecting, contracting with and managing any third party contractors to support the provision of the Contractor Services, all in accordance with the terms of this Contract. Such third party contractors may include affiliated and non-affiliated third party providers of acute care, pharmacy, physical therapy, after-hours care and other healthcare services and may include other contractors such as analytics, information technology and medical records processing. Contractor shall retain responsibility for any such third party contractors. (b) In addition, Contractor shall employ or subcontract qualified and appropriately licensed or certified (if applicable) staff and Care Providers to provide the Health Services. Contractor shall obtain any licenses and permits required for its employees and subcontractors to perform the Health Services, including visas and work permits required by applicable law. Care Providers shall retain the authority to direct or control their medical decisions, acts or judgments. Notwithstanding any other provision in this Contract, no Care Provider will be required to provide any service that the Care Provider believes, in the Care Provider's medical judgment, should be provided by another healthcare provider or in another setting.

3.9.11 Health Center Staffing.

- (a) The Parties agree that the staffing level provided on Exhibit D is adequate to meet the Parties' expectations regarding Patients' utilization of the Health Center as of the Effective Date. Contractor retains the right to adjust staffing as necessary to service actual patient demand. In the event that Patient utilization exceeds Contractor's ability to arrange Health Services at the staffing level set forth on Exhibit D, the Parties shall mutually agree via written amendment to increase Health Center staffing, hours of operation and any costs associated with such modifications.
- (b) Contractor retains exclusive authority as to the hiring and termination of any Care Provider staffed at the Health Center. Contractor will promptly address any reasonable County concerns regarding a Care Provider's conduct at the

Health Center and take appropriate action which may include, at Contractor's sole discretion, termination of the Care Provider if Contractor determines that such action is warranted.

- (c) If a Care Provider is terminated for Good Cause (defined below), then Contractor will assume 100% of the cost of obtaining interim Care Provider services, recruiting a new Care Provider (including any signing bonus), and training a Care Provider (collectively, the "Transition Costs").

3.9.12 Standard of Performance. Contractor will perform its obligations under this Contract in a professional manner and in compliance with all applicable laws. The Parties agree to the performance guarantees set forth on Exhibit F.

3.9.13 Performance of County Obligations. Contractor shall not be responsible for any delay or lack of performance of the Contractor Services due to the failure of County to meet its obligations under this Contract, or a Member to provide information necessary for Contractor to fulfill its obligations as required under this Contract.

3.9.14 Medical Emergencies. The Health Services do not include emergency medical services and the Care Providers will follow Marathon's Emergency Response Care policy attached hereto as Exhibit F. Contractor reserves the right to modify its policy.

3.9.15 Refusal of Treatment. Certain Patients may refuse to accept procedures or treatment recommended by Care Providers. If a Patient refuses to accept treatment or procedures recommended by Care Providers, then neither the Care Providers nor Contractor will have further responsibility to provide or arrange treatment.

3.9.16 Contractor Health Reports. Contractor will provide to County the reports described in Exhibit E. The provision by Contractor to County of the reports listed on Exhibit E is contingent upon County's delivery to Contractor the medical claims data from County's applicable health benefit plan(s) as described in Section 3.8.18 and the Eligibility File as described in Section 5.6. Contractor will provide additional customized reports as requested by County, and agreed upon by Contractor, at an additional mutually agreed cost.

3.9.17 Incentive Management. At County's request, Contractor will manage County's incentive program through Contractor's patient portal with the ability to track incentive activities. County is responsible for determining specific incentive program requirements in conjunction with Contractor's incentive services team. Administration of County incentive programs using Contractor's default program design parameters is included at no charge, unless otherwise provided in Exhibit D. Custom incentive programs or services requiring additional coordination, staffing or supplies may be subject to additional cost. Compliance with applicable laws with respect to specific program requirements, including the Americans with Disabilities Act, is the responsibility of County.

3.9.18 Claims Submission. Contractor will submit medical provider claims via Contractor's standard format to up to four (4) health plans administered by one (1) Claims Processor through Contractor's electronic health records system upon request. County shall direct and obtain agreement from its Claims Processor to receive available claims experience for Patient visits from Contractor. For the avoidance of doubt, Contractor shall not be required to be credentialed as part of a Claim Processor's provider network for the purpose of transmitting claims data to the Claim Processor and County will direct Claims Processor to cooperate with this requirement. Contractor will submit claims in accordance with Contractor's standard format to up to one (1) Claims Processor designated by County for up to four (4) health plans. In the event County desires to use an alternative format for the transmission of Claims to a Claim Processor or County requests that Contractor submit claims to more than one (1) Claims Processor or for additional health plans, Contractor will evaluate the feasibility of using such alternative format and/or any additional professional services necessary to submit to additional Claims Processors. Contractor shall advise County of any additional costs required to satisfy such requests. In no event shall Contractor be required to submit any claims to Medicare, Medicaid, or any other U.S. federal government payor.

3.9.19 Visit Fees. At the request of County, Contractor will charge Patients and collect payment for non-preventive services at the time of the visit in accordance with details agreed to by the Parties. Any fees collected from Patients will be credited to County on the invoice for the month immediately following the month in which the fees are collected. If the Contractor Services set forth on Exhibit A include Claims Submission Services, Contractor will submit claims to up to four (4) health plans administered by one Claims Processor for health plan administrative purposes such as crediting patient deductibles for visit fees collected by Contractor on behalf of County. For the avoidance of doubt, if applicable, County will establish the fair market value for non-preventive services to be charged to Patients.

3.9.20 Member Outreach and Engagement. Contractor shall conduct such Member outreach and marketing communications as it deems reasonably necessary to support the Health Services to be provided under this Agreement by any means of communication permitted under applicable law, including via e-mail, direct mail, portal messages and text message.

4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

- 4.1 Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.
- 4.2 Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.
- 4.3 Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.
- 4.4 If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.
- 4.5 Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.
- 4.6 Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.
- 4.7 **Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.
- 4.8 **Oregon False Claims Act.** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Contractor pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, may make, or causes to be made that pertains to this Contract or to the Work of the Contract.
- 4.9 **Compliance with Law.** In connection with its activities under the Contract, each Party must comply with all applicable federal, state, and local law.

5. COUNTY OBLIGATIONS

- 5.1 **Provision of Location.** County shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Contractor for the performance of its obligations under this Agreement, including the payment of rent (if applicable) and fit-up of the space with basic infrastructure consistent with Contractor's specifications, including but not limited to, utilities, ventilating, heating and air conditioning, security and non-medical furnishings. Any such space must meet Contractor's minimum necessary requirements for the operation of a Health Center and shall be subject to Contractor's approval, which shall not be unreasonably withheld. Contractor will have the right, subject to reasonable rules and regulations adopted by County, to the use of the common areas located around the Health Center, including but not limited to any common walkways, sidewalks, parking spaces and driveways necessary for access to the Health Center. County shall provide such janitorial services for the Health Center as may be necessary to maintain a hygienic and welcoming environment for Patients, keep and maintain the non-medical furniture and premises in good working order and make, or cause to be made, all necessary repairs and replacements to the non-medical furniture and premises and its systems as may be reasonably required to keep the same in good order and state of repair.
- 5.2 **Internet Connections.** County will ensure that wired internet services are available to the Health Center that are independent of County's network, provided that Contractor will be responsible for the costs of such services. Ethernet handoff to be implemented into a Contractor owned and operated firewall/router. County is responsible for premise wiring to facilitate connectivity from the Contractor firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities.
- 5.3 **Telephone.** County will facilitate and provide all physical wiring needed for telephone connectivity. Wiring must be at least Cat5e terminated at both ends with RJ45 sockets. All wiring shall be terminated in a central location at one end and at each workstation at the other. Contractor will provide telephones and associated services for all of its employees and for the main line to the Health Center.
- 5.4 **Promotion of Health Services.** County agrees to support Contractor's outreach and engagement efforts by providing Contractor with contact information of the full population appearing on the Eligibility File, including but not limited to the following: email address, phone number, home address, and work address. County also agrees to adopt Contractor's

engagement campaign strategy and process. Without limiting the generality of the foregoing, County will publicize and provide descriptive information about the Contractor Services, including Contractor's standard communications materials, to all individuals eligible to receive Health Services. To ensure that outreach communications are received by all individuals eligible for Health Services, County shall ensure that all email addresses from the domain **@marathon.health** are whitelisted within Client's email system or spam filters to allow for the proper delivery of communications from Contractor. County will provide Contractor with copies of other documents and materials prepared independently by County describing or publicizing the Health Services prior to the distribution of such materials for Contractor's approval, which shall not be unreasonably delayed.

5.5 Eligibility Files.

- (a) County will provide to Contractor a list of all individuals eligible to receive Health Services (the "Eligibility File") as soon as practicable after the Effective Date for review by Contractor's data integration team. Following Contractor review, County must provide an updated Eligibility File incorporating any changes necessary for implementation, as requested by the Contractor data integration team, no later than thirty (30) days prior to the Start Date. In the event a production-ready Eligibility File is not received at least thirty (30) days prior to the Start Date, Contractor shall have the right to reasonably delay the Start Date to allow sufficient time necessary for implementation. County will thereafter provide an updated Eligibility File that reflects new and terminated Members at least monthly or more frequently if mutually agreed by the Parties.
- (b) The Eligibility File must contain the entire population of Members and will adhere to Contractor's content and format specifications set forth in the Contractor Eligibility File Specifications, available on Contractor's contracting resource webpage: <https://marathon.health/contract-resources/>. In the event County desires to use an alternative format to transmit the Eligibility File, Contractor will evaluate using such alternative format, including whether additional costs shall apply. Members will be entitled to use the Health Services as of the "eligible on date" indicated in the Eligibility File.

5.6 Medical Claims Data. To assist in the identification and treatment of Members with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, and subject to applicable law and any confidentiality and business associate agreements, County will direct its carrier, third party administrator, or third party vendor for claims data mining (each, a "Claim Processor") to provide to Contractor medical claims data and pharmaceutical claims data via SFTP for the Members enrolled in County's health plan(s) for the 24 months prior to the initiation of the Health Services, and minimally at monthly intervals thereafter through the Term. Claims data is required for County to be eligible for certain performance guarantees, as set forth in Exhibit F. In the event such claims data is not provided to Contractor by the Claim Processor, County shall be deemed to have waived the performance guarantees for which the claims data is required. In the event County desires to use an alternative format to transmit the claims data, Contractor will evaluate using such alternative format, including whether additional costs shall apply.

5.7 Business Operations/Legal Compliance. County will be solely responsible for (a) determining the impact, if any, of offering the service to Members upon County's business operations, including but not limited to any impact based upon County's other benefit plans and (b) ensuring County's compliance with all laws applicable to County, including but not limited to benefit, reporting, disclosure and other requirements under the Employee Retirement Income Security Act of 1974, as amended, Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Americans with Disabilities Act of 1990, as amended, the Internal Revenue Code of 1986, as amended, and the Consolidated Appropriations Act of 2021. In the event the Contractor Services become part of a County employee benefit plan or program, neither Contractor nor any third party contractors it may engage shall be considered to be in a fiduciary, trustee or sponsor relationship with respect to such plan.

6. MODIFICATION AND TERMINATION

6.1 Modification. No modification or amendment to the Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

6.2 Termination:

6.2.1 The parties may jointly agree to terminate this Contract at any time by written agreement.

6.2.2 County may terminate the Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice.

6.2.3 If either Party reasonably believes that the other Party is in material breach of Contractor's obligations or any representation or warranty contained in the Contract, County may suspend the Work of the Contract at any time without notice. Upon notice to Contractor of such breach, and failure of Contractor to cure such breach within thirty (30) days of receipt of County's notice, County may terminate the Contract.

6.2.4 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of the Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year or determines that termination of the contract is required for the public interest; or (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract; or (3) if County's funding source(s) eliminates, reduces, or freezes any funding the County is relying upon for this Contract, County may terminate the Contract immediately upon notice to Contractor. Notwithstanding the foregoing, County shall make commercially reasonable efforts to notify Contractor at least sixty (60) days prior to termination for unavailability of funds.

6.2.5 County may terminate the Contract immediately and without prior notice upon any of the following, provided, however, that if the default is curable, County shall first provide written notice to Contractor and allow thirty (30) days to cure such default. If the Contractor fails to cure within such thirty (30) day period, County may terminate the Contract immediately:

- If Contractor fails to have in force any insurance required by this Contract; or
- If Contractor breaches the County's security requirements; or
- If Contractor fails to maintain any certificate of license required for performance of the services described herein.

6.2.6 Consequences of Termination.

(a) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, and expenses, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default. In the event the Agreement is terminated due to County's default, all fees required to be paid by County during the Initial Term or Renewal Term in effect immediately prior to termination shall be due and payable upon termination. This obligation shall survive termination of the Agreement.

(b) Upon termination or expiration of the Agreement for any reason other than County's default, County shall remain liable for all fees and costs payable for services provided by Contractor through the effective date of termination and such liability shall survive the termination or expiration of this Agreement.

(c) Except as expressly provided in this Section 6.2.6(c), notwithstanding anything in this Agreement to the contrary, (a) no Party shall be liable to the other Party for incidental or consequential damages resulting from any breach of this Agreement and (b) the maximum liability of either party to the other for any breach or violation of this Contract (including any amendment hereto) shall not exceed an amount equal to the total fees payable under this Contract, as amended. Notwithstanding the foregoing, the limitations of liability set forth in this subsection shall not apply to any Event of Default by a Party constituting fraud, gross negligence, or willful misconduct in connection with this Agreement, or for either Party's indemnification obligations hereunder.

(d) Contractor shall maintain Patients' health records beyond termination of this Agreement in accordance with applicable laws. In addition, upon termination of this Agreement, Contractor agrees to provide a one-time file transfer of all eligible health records in Consolidated Clinical Data Architecture (CCDA) format to any successor medical services provider at no additional charge. Should County request the transfer of Patient health records in a format other than CCDA, Contractor's standard hourly rates for the professional services necessary to satisfy this request shall apply.

- Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date. No claim for loss of profits will be allowed.

6.3 Remedies and Default. County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

6.4 Force Majeure. Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by

force majeure acts, events, or occurrences that continues for ninety (90) or more days will reasonably prevent successful performance of the Contract.

7. DISPUTES

- 7.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under the Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
- 7.2 Choice of Law, Venue, and Jurisdiction.** All matters in dispute between the parties to the Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS, WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.
- 7.3 Attorney Fees.** In the event an action, suit, proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party will be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

8. CONFIDENTIALITY OF PATIENT RECORDS

- 8.1 Safeguard of Information.** Contractor, its Care Providers and their agents will safeguard Patients' personal health information to ensure that the information is not improperly disclosed and to comply with the regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Contractor, subject to each Patient's rights to their individual medical information.
- 8.2 Granting of Access.** Contractor will afford access to Patient health records or personal and confidential information to other persons only as allowed, or required by law. Contractor shall not grant access to health records or other personal and confidential information to any individual or to County except as provided in this Section 8.2.
- 8.3 Compliance Assistance.** To the extent Contractor utilizes space provided by County to provide services under this Agreement, County shall reasonably cooperate with Contractor in complying with the requirements described in this Article VIII, including as related to the physical access to such space.
- 8.4 HIPAA.** Contractor and County acknowledge that each Party has certain obligations under the HIPAA, and the rules and regulations promulgated thereunder.

9. CONFIDENTIALITY OF BUSINESS RECORDS

- 9.1 Restriction of Use; Confidentiality.** Each of the Parties agrees not to use Confidential Information (as defined below) for any purpose other than to fulfill its obligations under this Agreement. Each Party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those it takes to protect its own most confidential information. Each Party agrees not to disclose any Confidential Information of the other Party to third parties; provided that each Party may disclose Confidential Information only to those of its directors, officers, employees, attorneys, accountants and consultants ("Representatives") who need to know the information and shall ensure that such Representatives who have access to Confidential Information of the other Party are subject to written confidentiality obligations similar to the provisions hereof, prior to any disclosure of Confidential Information to such Representative. Upon request of the other Party, each Party shall return or destroy all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party.
- 9.2 Confidential Information.** For purposes of this provision, the term "Confidential Information" shall mean any business practices, methods of doing business, or customer information, and shall also include without limitation software programs, technical information, patents, prototypes, samples, business apparatus, forms of reports, know-how, and other materials marked "confidential", or by the nature of the circumstances surrounding disclosure ought to in good faith to be

treated as proprietary or confidential, whether the information is disclosed in writing or orally. Confidential Information shall not, however, include information that is governed by the confidentiality provisions of Article VIII, or any information which recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; or (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient's files and records immediately prior to the time of disclosure. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is (i) required by law (provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, recipient will notify the disclosing Party of the scope and source of such legal requirements and shall give the disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information) or (ii) pursuant to the written consent of the disclosing Party. The parties expressly acknowledge that the Contract is a public record and subject to public disclosure unless a statutory exemption applies.

9.3 Injunctive Relief. Each Party acknowledges and agrees that monetary damages would be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach would cause either Party irreparable harm. Accordingly, each Party also agrees that, in the event of any breach or threatened breach of this Article IX, the disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

9.4 Notwithstanding any other provisions of this Section 10, to the fullest extent allowable under all policies they hold and under law, Contractor and County hereby mutually waive (1) all rights of subrogation against one another and their directors, officers, employees, agents and representatives, (2) all rights of indemnification, to the extent Liabilities are covered by insurance of the Party that otherwise would be indemnified under the Agreement and, (3) with regard to real or personal property, the waivers under (1) and (2) of this paragraph apply regardless of whether coverage is for the full replacement cost or a depreciated or lesser value.

10. MISCELLANEOUS PROVISIONS

10.1 Taxes.

10.1.1 County's Tax-Exempt Status. County is a political subdivision of the State of Oregon and has been granted tax-exempt status by the Internal Revenue Service, affirmed March 26, 2010, reference number 0248464840. County is not obliged to pay or reimburse any costs for taxes upon goods or services furnished under this Contract. Such taxes are included in Contractor's administrative costs for the Contract and any changes thereto.

10.1.2 Contractor's Taxes. Contractor is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to County for such taxes.

10.2 Public Records. The parties acknowledge that the Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agree that County will have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

10.3 Confidentiality and Protection of Consumer Personal Information. If Contractor as part of the work of the Contract receives any consumer personal information, Contractor must maintain confidentiality of such consumer personal information and may not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under the Contract, except as permitted under the Business Associate Addendum or upon written consent of County and, if applicable, the employee, client, applicant, or person. Contractor must ensure that its officers, employees, agents, and subcontractors understand and comply with the confidentiality provisions of the Contract. If Contractor owns, maintains, or otherwise possesses data that includes a consumer's personal information, Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information, and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.) (to the extent not otherwise pre-empted by the Health Insurance Portability and Accountability Act of 1996, as amended) throughout the term of the Contract.

10.4 Merger and Construction. The Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements, and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

- 10.5 Waiver.** Failure of either party to enforce any provision of the Contract does not constitute a waiver or relinquishment by such party of the right to such performance in the future nor of the right to enforce that or any other provision of the Contract.
- 10.6 Severability.** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 10.7 Survival.** The provisions of the Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees, and, if included in the Contract, attorney fee provisions and limitations will survive termination or completion of the Contract.
- 10.8 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of the Contract.
- 10.9 Non-Assignment.** Contractor may not assign or transfer its interest in the Contract without prior written approval of County.
- 10.10 Binding on Successors and Assigns.** The provisions of the Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 10.11 Intergovernmental Cooperative Purchasing Statement.** Pursuant to ORS 279A.200 through ORS 279A.225, County grants to other public agencies the ability to purchase the goods and services that are within the scope of this contract from the Contractor under the terms and conditions of this contract. Any such purchase shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligations to the County.
- 10.12 No Third-Party Beneficiaries.** County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in the Contract.
- 10.13 Headings.** The headings and captions in the Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.
- 11. FEDERAL PROVISIONS.** The following provisions will apply to all County procurements of Goods or Services when part of carrying out a Federal award:
- 11.1** Contractor must not be excluded or disqualified from receiving federal funds or performing work on a federally funded project.
- 11.2** Contractor must certify that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.
- 11.3** Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor will require all subcontractors to submit certify to the same.
- 11.4** Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- 11.5** In the performance of this contract, the Contractor must make maximum use of products containing recovered materials that are EPA-designated items unless the precut cannot be acquired (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 11.6 Prohibition on Contracting for Covered Telecommunications Equipment or Services.**
- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; *and*
- ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor must report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor will describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

11.7 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Notwithstanding anything to the contrary in the foregoing, County acknowledges that this Contract does not contemplate the procurement of Goods or Services as part of carrying out a Federal award.

EXHIBIT C—INSURANCE COVERAGE REQUIRED

Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the Term of this Agreement:

- (a) Medical malpractice liability coverage with limits of \$5 million per claim and \$5 million aggregate unless a different level of coverage is required to qualify under an applicable state medical malpractice statute and Marathon chooses to qualify under said statute, in which case Marathon will maintain the level of coverage required under said statute.
- (b) General liability coverage with limits of \$5 million per claim and \$5 million aggregate.
- (c) Umbrella/excess liability insurance covering professional and general liability with limits of \$2 million per claim and \$2 million aggregate.
- (d) Cyber-liability coverage with limits of \$5 million per claim and \$5 million aggregate.
- (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly.
- (f) Workers' compensation and other statutory insurances as required.

Marathon will name Client as an additional insured as it pertains to general liability coverage. Marathon will provide Client with evidence of insurance coverage required herein.

Client Insurance. Client shall insure, and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

- (a) General liability insurance covering Client's business operations on the premises in which the Marathon Services will be performed.
- (b) Property and casualty coverage for all of Client's real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client's option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client's infrastructure and improvements to such space.
- (c) Other insurances typically maintained within Client's industry.

EXHIBIT D – STAFFING; AVAILABILITY

- I. Eugene, OR.** Commencing on January 1, 2026 (“Start Date”) and continuing through the end of the Term, Marathon shall provide the Health Services at Eugene, OR to Patients identified as “Local” in the Eligibility File.

- (A) Marathon will provide the Health Services for forty (40) hours per week, with the weekly operating schedule to be mutually agreed upon by the Parties.

In addition to in-person care, Patients located within the state where this Health Center is located will have the option to schedule appointments for virtual care services via Marathon’s patient portal or by contacting the Health Center. Appointments for virtual care are subject to Care Provider availability during Health Center hours.

- (B) As of the Start Date, the initial staffing of the Health Center will be:

Staffing*	FTE
Nurse Practitioners/Physician Assistants	1.8
Medical Assistants	1.8

*The Marathon staffing model also assumes that each mid-level practitioner will have a Collaborating Physician who provides medical supervision, consultation, chart review, and quality assurance activities in accordance with state law.

II. Additional Terms.

- (A) Each Health Center shall be closed for Marathon’s company-wide holidays. Marathon currently observes the following eight (8) holidays: New Year’s Day; Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. If any of these holidays falls on a Saturday, the Health Center will be closed on the preceding Friday, and if they fall on a Sunday, the Health Center will be closed on the following Monday. In the event Client wishes the Health Center to remain open during one of these holidays, additional charges will apply.
- (B) Each Health Center may be closed for up to five days per year to allow for professional development days.
- (C) Marathon shall provide temporary staff coverage only for primary care provider absences (MDs, PAs and NPs) for normal vacation time when Patient care cannot be covered by other Care Providers at the Health Center or virtually. Appointment schedules for other Care Providers will be adjusted to accommodate their absences for normal vacation time.
- (D) In the event of an unexpected Care Provider absence (e.g., sickness or personal emergency), the Health Center shall remain open and services shall continue, to the extent possible, by other qualified providers, either in in-person or virtually. Up to five (5) days of such unexpected absences that result in no primary care services being available to the Patients either in-person or virtually shall be allowed per year, per Health Center. If primary care services are unavailable in-person or virtually for more than five (5) days per year through any Health Center, then as Client’s sole and exclusive remedy for such lack of availability, Marathon will provide a fee credit commensurate with the number of days (greater than 5) that primary care services are unavailable.

EXHIBIT E – Fees and Payment Schedule

I. Summary of Fees

In consideration of the Marathon Services, Client will pay the fees summarized below, subject to the additional terms and conditions set forth in this Exhibit.

(i) Recurring Service Fees

1/1/2026 -12/31/2026		1/1/2027 – 12/31/2027		1/1/2028 – 12/31/2028	
Monthly Fee	Annual Fee	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee
\$74,190	\$890,282	\$74,190	\$890,282	\$77,158	\$925,893

Beginning January 1, 2026, the Recurring Service Fees payable under this Agreement shall be as follows:

The table set forth above shall be referred to herein as the “Fee Table”.

II. Terms and Conditions

(i) Annual Fee:

- a. Marathon will provide the Health Services as detailed on Exhibit A at the Health Center for the base annual fee set forth in the Fee Table (the “Annual Fee”).
- b. The Annual Fee is payable in the monthly installments set forth in the Fee Table (the “Monthly Fee”) and will be billed for each calendar month that the Health Services are available, with the first month’s payment pro-rated if the Start Date occurs after the first day of the month. The Annual Fee is payable in accordance with the terms of Section 4.1.

(ii) Fees for Optional Additional Services. The Optional Additional Services are included in the Annual Fee set forth above. Optional Additional Services may be subject to separate charges for equipment, supplies and third-party vendor services; any such charges are described in the Exhibit describing the Optional Additional Service.

(iii) Incentive Management Fee. Marathon’s standard incentive management services are included in the Annual Fee for up to 110% of the Member population shown on the initial Eligibility File. Incentive management services may be subject to additional charges if the Member population shown on the first Eligibility File provided to Marathon increases by more than 10%. Marathon’s standard incentive management services do not include the verification and processing of forms evidencing preventive or wellness visits by third-party providers; if elected by Client, this service is subject to an additional charge.

- (iv) Timing of Invoicing. Marathon will submit its initial invoice on or after the Start Date, with such invoice to include fees payable beginning on the Start Date through the first full month to occur after the Start Date. The Monthly Fee for any part-month during which Marathon provides the Health Services will be pro-rated. Thereafter, Marathon will invoice monthly.
- (v) Scheduled Annual Fee Adjustment. On each Anniversary Date (or, if there are multiple Start Dates, the Anniversary Date of the earliest Start Date), the Recurring Service Fees set forth above shall automatically increase by **5%** over the then-current fees. The Fee Table above incorporates the annual increases applicable to the Initial Term.
- (vi) Laboratory and Pharmaceutical Charges. Laboratory and pharmaceutical charges are not included in the Annual Fee and will be invoiced to Client at Marathon's cost.
- (vii) Travel. Travel costs for Health Center staff and health screeners to visit Patients outside of the Health Center will be invoiced separately. Any such travel must be pre-approved by Client and costs will be permitted only in accordance with Marathon's travel policy.
- (viii) Postage. All postage for Member communications will be invoiced to Client at cost.
- (ix) Translation Services. Costs for the translation of engagement and outreach materials in language not otherwise included as part of Marathon's standard scope (as specified in Exhibit A) will be invoiced to Client at Marathon's cost.
- (x) Other Fees; Custom Services. Marathon's monthly invoices will include charges for any mutually agreed professional services outside of Marathon's standard scope, including any service enhancements or Client special requests.

III. PERFORMANCE GUARANTEES

Subject to Client's satisfaction of the client requirements set forth in Exhibit F, up to ten percent (10%) of the aggregate Recurring Service Fees remitted by Client ("At-Risk Amount") for each 12-month period ending on each Anniversary Date of the earliest Start Date are at risk and subject to Marathon's performance guarantees.

EXHIBIT F- PERFORMANCE GUARANTEES

At-Risk Amount. Marathon provides performance guarantees based on achievement of key performance metrics covering the optimization of healthcare delivery and overall health of a population. Subject to Client's satisfaction of the client requirements set forth in this Exhibit F, up to ten percent (10%) of the aggregate Annual Fees remitted by Client ("At-Risk Amount") for each of the three (3) 12-month periods preceding the first, second and third Anniversary Dates of this Agreement (each a "Year" and collectively "Year 1", "Year 2" and "Year 3" respectively) will be "at-risk". For clarity, Year 1 refers to the 12-month period beginning on the Effective Date and ending immediately prior to the first anniversary of the Effective Date, with Year 2 and Year 3 defined accordingly.

If a performance metric is not met, Marathon will issue an invoice credit up to the At-Risk Amount to Client, allocated as indicated for each year:

	At-Risk Amount - Percentage of Annual Fee		
	Year 1	Year 2	Year 3
Member Engagement	2.5%	2.5%	2.5%
Patient Satisfaction	2.5%	2.5%	2.5%
Clinical Quality	2.5%	2.5%	2.5%
Cost Savings	2.5%	2.5%	2.5%
Total At-Risk	10%	10%	10%

MEMBER ENGAGEMENT

Marathon's Performance

Following each of Year 1, Year 2 and Year 3, Marathon will calculate the Member Engagement targets set forth in the table below as indicated in the table.

Category	Definitions	Measurement ¹	Target
Utilization	Unique eligible employee Members ages 18+ that have used any of the following services in person or via telephonic or virtual means: visit with a medical assistant, nurse, health coach (RD, CDE, RN) ("Health Coach") or provider (physician, advanced practitioner, physical therapist, behavioral health specialist) ("Provider").	<p>Numerator: Unique eligible Members ages 18+ with any visit type during the applicable 18-month period</p> <p>Denominator: Unique eligible Members ages 18+ with at least 6 months eligibility during the applicable 18-month period and eligible at the end of such period</p>	50%

Provider Engagement	Unique eligible employee Members ages 18+ that have an appointment with a Health Coach or Provider in person or via telephonic or virtual means (“Appointment”).	Numerator: Unique eligible Members ages 18+ having an Appointment (excluding occupational health visits) Denominator: Unique eligible Members with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period	35%
Repeat Patient Utilization Rate	Repeat Patient Utilization	Numerator: Unique eligible Patients ages 18+ who had at least two instances of Utilization during the preceding 18-month period Denominator: Unique eligible Patients ages 18+ who had at least one instance of Utilization, with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period	40%

¹ Year 1 metrics are calculated based on a 12 month look-back period instead of 18-months.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Member Engagement is 2.5% of the Annual Fee in each of Years 1 through 3. Client will receive a credit equal to 0.833% of the Annual Fee (i.e., one-third of the At-Risk Amount) for each Member Engagement target it does not achieve in each of Years 1 through 3.

PATIENT SATISFACTION

Marathon’s Performance

Following each of Year 1, Year 2 and Year 3, Marathon will calculate the Patient Satisfaction targets set forth in the table below as indicated in the table.

Category	Definitions	Measurement	Target
Net Promoter Score (NPS)	Survey respondents on a scale of 0-10 answering the question – how likely is it that you would recommend Marathon Health to your friends, family or business associates	NPS calculation – minimum sample size of 50 responses	75+

Fee Credits

As set forth above, the total At-Risk Amount allocated to Patient Satisfaction is 3.4% of the Annual Fee in each of Years 1 through 3. Client will receive a credit equal to 3.4% of the Annual Fee if it does not achieve the Patient Satisfaction target in each of Years 1 through 3.

CLINICAL QUALITY

Marathon's Performance

Following Year 1, Year 2 and Year 3, Marathon will calculate the measurements indicated in the table below for Patients with at least 6 months of eligibility during the applicable calendar year who have had at least one preventive visit with a Care Provider during such period (note exception for mental health screening which requires a physical or comprehensive health review). Measurements in Year 1 will be used to establish the clinical baseline upon which targets in Year 2 or 3 will be determined. Year 2 and Year 3 performance will be measured as percentage annual improvements for non-compliant Patients over the preceding year's results. Notwithstanding the foregoing, Marathon will be deemed in compliance with a performance target if it meets the HEDIS 80th percentile for compliance or, where no HEDIS benchmark applies, Marathon will satisfy the performance target if it attains the benchmark indicated in the table below.

The minimum sample size for inclusion of a metric is 50 Patients.

Category	Guidelines	Class	Measurement	Target Years 2-3
Cancer	Breast Cancer Screening (Mammogram)	Adult Preventive Care Guidelines	Measure identifies women 50 through 74 years of age during the reporting period who had a mammogram to screen for breast cancer within the past 24 months, with a 3 month grace period	5% year over year improvement, up to HEDIS 80 th percentile
	Cervical Cancer Screening 21-64	Adult Preventive Care Guidelines	Measure identifies female Patients 21 through 64 years of age who have had a cervical cancer screening – look-back period varies with test type	5% year over year improvement, up to HEDIS 80 th percentile
	Colorectal Cancer Screening	Adult Preventive	Measure identifies Patients 45 through 75 years of age who	5% year over year improvement, up

		Care Guidelines	received a colorectal cancer screening – look-back period varies with test type	to HEDIS 80 th percentile
Circulatory	Controlling High Blood Pressure	Hypertension Guidelines	Assesses adults 18-85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90 mm Hg).	5% year over year improvement, up to HEDIS 80 th percentile
Mental Health	Depression in Adults: Screening and Follow-up	Adult Preventive Care Guidelines	Measure identifies Patients 12 years of age and older who have been screened for clinical depression using a standardized depression screening tool, and if positive, a follow-up plan is documented. Only Patients with an annual physical or comprehensive health review are included in this metric.	5% year over year improvement, up to HEDIS 80 th percentile
Diabetes	BP Control in Diabetes (140/90)	Diabetes Guidelines	Measure identifies Patients 18 years of age or older with diabetes whose most recent blood pressure is less than 140/90	5% year over year improvement, up to HEDIS 80 th percentile
	HbA1c Screening	Diabetes Guidelines	Measure identifies Patients 18 years of age and older with diabetes who have had a hemoglobin A1C screening in the past 12 months.	5% year over year improvement, up to HEDIS 80 th percentile
	HbA1c Control <8%	Diabetes Guidelines	Measure identifies Patients 18 years of age or older with	5% year over year improvement, up

			diabetes whose most recent hemoglobin A1c value is less than 8%	to HEDIS 80 th percentile
	Lipid Profile Screening in Diabetes	Diabetes Guidelines	<p>Measure identifies Patients satisfying any of the following criteria:</p> <ul style="list-style-type: none"> • Patients 18 years of age and older with diabetes who had a active statin medication with lipid profile lab result in the past 12 months • Patients 18 to 40 years of age with diabetes who had a lipid profile lab result in the past 5 years • Patients 41 years and older of age and older with diabetes who had a lipid profile lab result anytime in the history 	5% year over year improvement, up to HEDIS 80 th percentile
Tobacco Cessation	Tobacco Cessation Counseling	Adult Preventive Care Guidelines	Measure identifies Patients 18 years of age or older who are identified as current tobacco users and received tobacco cessation counseling or therapy	5% year over year improvement, up to HEDIS 80 th percentile

The Healthcare Effectiveness Data and Information Set (HEDIS®) is a registered trademark of NCQA.

Marathon may update guidelines within the clinical areas above to remain current with evolving care standards.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Clinical Quality is 2.5% of the Annual Fee. Client will receive a credit equal to 0.25% of the Annual Fee (i.e., 1/10th of the At-Risk Amount) for each Clinical Quality target it does not achieve in each of Years 1 through 3.

In the event one or more metrics are not calculated due to insufficient sample size, the At-Risk Amount will be divided by the remaining number of metrics to determine the amount creditable to Client in the event the target is not achieved (e.g., if only 9 metrics are calculated, Client will receive a credit of 1/9th of the At-Risk Amount for each target not achieved, which equates to 0.277% of the Annual Fee.)

COST SAVINGS

Marathon's Performance

Marathon will perform a cost outcomes analysis to determine savings for engaged versus non-engaged Members. Analysis will be limited to Members enrolled in Client's self-insured health plan.

Following each of Year 1, Year 2 and Year 3, Marathon will analyze 12 months' worth of medical claims data for both engaged and non-engaged Members who are continuously eligible for services during each annual measurement period. "Engaged Members" are Members with 2+ visits with a provider in previous 18 months. "Non-engaged Members" are Members with 0 visits in that time frame. The analysis will be limited to members with a claim on the plan during the measurement year and exclude high-cost claimants with at least \$200,000 in claims spend in the measurement period.

To determine savings for engaged versus non-engaged Members, Marathon will compare the risk-adjusted spending per year per Member for engaged versus non-engaged Members. Adjustments for risk will be made using the Johns Hopkins ACG System or similar nationally recognized risk-scoring tool.

The following is an illustration of Marathon's savings comparison methodology:

	Non-Engaged (0 Visits)	Engaged (2+ Provider Visits)	Delta
Average Paid PMPY Cost	\$5,352.00	\$4,380.00	-18%
Average JH ACG Risk Score	1.65	1.78	1.08
Average Risk-Adjusted PMPY Cost	\$5,352.00	\$4,060.00 ¹	-24%

¹ Average PMPY Cost for the engaged Members is adjusted by the ratio of the risk scores for non-engaged versus engaged members.

Based on the above risk-adjusted costs, engaged Members achieved a 24% savings in per Member per year plan costs on average.

Marathon's success under this performance guarantee will be measured by its achievement of savings targets. The portion of At-Risk Amount attributable to Client Savings will be credited back to the Client in accordance with the following targets and scale:

	Savings Achieved	% of At-Risk Amount
	Less than 9%	100% credit

Year1 Target: 20%	9-11.99%	75% credit
	12-14.99%	50% credit
	15%+	No credit
Year2 Target: 23%	Less than 12%	100% credit
	12-14.99%	75% credit
	15-17.99%	50% credit
	18%+	No credit
Year3 Target: 25%	Less than 14%	100% credit
	14-16.99%	75% credit
	17-19.99%	50% credit
	20%+	No credit

Fee Credit

As set forth above, the total At-Risk Amount allocated to Cost Savings is 2.5% each contract Year. Client will receive 2.5% of the Annual Fee if Marathon does not meet the Cost Savings target in a contract Year.

CLIENT REQUIREMENTS

Notwithstanding the above, if the following requirements are not met during a given year, then no fee credit will be due to the Client for such year:

1. To be eligible for any Performance Guarantee:
 - a. Client must utilize Marathon branded or co-branded material in the development and execution of Member communications, to the extent provided by Marathon. Client will adopt Marathon's outreach and communications strategies to support Member engagement at launch and throughout the Term.
 - b. Client must provide Marathon Health with eligibility files as outlined in Section 6.6. Client must provide at least one of the following for at least 90% of employee population: home mailing address, email address, or phone number.
2. To be eligible for the Member Engagement, Clinical Quality and Cost Savings performance guarantees, a minimum of 40% of the eligible employee population must participate in a biometric screening or obtain an annual physical during each contract year. If an outside vendor is utilized for biometric screening, Client will ensure that the patient data is provided to Marathon. A minimum of 40% of the eligible employee population must also register with the Marathon member portal within each contract year.
3. To be eligible for the Member Engagement, Patient Satisfaction and Cost Savings guarantees, if Client requires high Health Center fees (>\$50 per visit), limits employee access to the Health Center during work hours, locates the Health Center in a difficult to access location, or has other significant restrictions on Health Center use, then a minimum of 50% of the eligible employee population must have at least one provider visit in the Health Center during each contract year.

To be eligible for the Clinical Quality and Cost Savings guarantees, the medical claims, pharmacy claims and membership data referred to in Section 3.8.18 and Section 5.6 of the Agreement must be received as scheduled, as well as for the 24 months prior to the Start Date

4. EXHIBIT G- Reports

1. Periodic Reporting

The periodic reports described below will be provided by Marathon and are included in the cost of services. All reports will include aggregated, de-identified data in compliance with applicable state and federal privacy laws. To the extent required by such laws, the content of certain reports may be limited, as determined by Marathon. In addition, certain Client-level data may not be provided by Marathon if the number of individuals enrolled increases the risk of individual identification of patients.

a. Monthly Reports

- Monthly reports detailing the following:
 - Engagement Trends demonstrating engagement over time and compared to prior period including usage by member type, location, risk level, service type, in-person vs. virtual, etc.
 - Health Center Utilization
 - Appointment detail report demonstrating the number of visits, type of visits and length of visits
 - Lab utilization report demonstrating the type, number and cost of laboratory services provided in the Health Center
 - Drug and immunization utilization report demonstrating the type, number and cost of drugs dispensed at the Health Center
 - Operational stats such as unfulfilled care rate, no-shows, volume by day and hour
- Biometric and Condition Risk Stratification and improvement in biometric results
- Member Satisfaction and Comments including NPS, wait-time, quality etc.

b. Annual Reports

- Annualized view of monthly reporting
- Cost savings reporting (contingent on Client sharing medical and pharmacy claims data appropriate to the size of Client)
- Performance guarantee reconciliation (annual or as applicable)
- Health improvement including reporting on clinical quality measures to demonstrate clinical marker movement across key areas of healthcare
- Top lab visit types and volume

2. Additional Reporting

From time to time, Marathon may include certain additional reporting on return on investment or benchmarking reports in its standard reporting package. Availability of such reports depends on Client's provision of medical and pharmacy claims data not subject to restrictions on use in benchmarking or other comparative purposes.

3. Data Extracts

Upon Client request and subject to the execution of data sharing agreement by Client's vendor, Marathon will provide its standard extract file (which includes, but is not limited to, Demographics, Biometrics, Appointments, Diagnosis, Drugs, Labs, Lab Results and Incentives) to one (1) third-party vendor designated by Client. Client will encourage its third party vendor to use Marathon's form of data sharing agreement to facilitate timely implementation of this request. Marathon's standard extracts are available on a monthly basis in a generally accepted format to allow for the integration with claims data.

4. Custom Reporting

Marathon will provide additional customized reports if requested by Client and agreed upon by Marathon. Custom reporting requests are subject to an additional charge based on Marathon's standard rates for professional services.

EXHIBIT H
Marathon Emergency Response Care Policy

A Medical Emergency Taking Place Outside the Health Center

If the Health Center or its Care Providers are contacted about a medical emergency that is taking place outside the health center, then the Care Providers should respond as follows:

- Step 1. Confirm that 911 has been called by Client.
- Step 2. Confirm that Client-designated first responders, if any, have been notified.

It is the Care Provider's decision to make whether they respond to the scene of the medical emergency as a Good Samaritan to assist any first responders until an ambulance and/or paramedics arrive.

Inside the Health Center

If a Patient appears at the Health Center with symptoms that are best evaluated in an emergency room (for example, chest pain or difficulty breathing, seizures, weakness/numbness on one side, slurred speech, fainting/change in mental state, serious burns, head or eye injury, concussions/confusion, etc.), then Care Providers should immediately call 911 and provide Basic Life Support ("BLS") as appropriate until an ambulance and/or paramedics arrive.

Health Center Care Providers may need to triage emergent situations that develop during a Patient visit. If a medical emergency evolves, then Health Center providers are expected to call 911 and provide BLS as appropriate until an ambulance and/or paramedics arrive.

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this “Addendum”) is entered into by and between **LANE COUNTY** (“Covered Entity”), a political subdivision of the State of and **MARATHON HEALTH, LLC**, on behalf of itself and its affiliates including Everside Health, LLC (“Business Associate”), with principal offices at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, the Covered Entity and the Business Associate are parties to a separate agreement (the “Underlying Agreement”) and have a business relationship which may involve the use or disclosure of Protected Health Information and Electronic Protected Health Information (collectively, “PHI”); and

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI in compliance the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated thereunder, which include the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (the “Privacy Standards”); the Security Standards for the Protection of Electronic Protected Health Information (E PHI), 45 C.F.R. Parts 160 and 164 (the “Security Standards”); and the applicable privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) (the “HITECH Act”) (collectively, the “HIPAA Regulations”); and

WHEREAS, the HIPAA Regulations require the Parties to enter into an agreement containing certain requirements with respect to the use and disclosure of PHI and which are contained in this Addendum;

NOW THEREFORE, in consideration of the mutual promises and other consideration contained herein and in the Underlying Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS.

- A. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Privacy Standards, Security Standards, HIPAA Regulations or the HITECH Act.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Addendum or as required by law.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any E PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, as provided for in the Security Rule.
- C. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Notice is hereby given that Business Associate may, from time to time, experience unsuccessful security incidents that do not result in unauthorized access to or use of PHI and are associated with ordinary network traffic, including broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents. Covered Entity acknowledges that Business Associate has satisfied its obligation to provide notice of the above-described unsuccessful security incidents to Covered Entity.
- D. Following the discovery of a Breach of unsecured PHI, Business Associate shall notify the Covered Entity in writing of such Breach without unreasonable delay and in no event later than fifteen (15) calendar days after the discovery. Such notification shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate.

- E. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- F. Business Associate shall make available PHI in a designated record set to the Individual or the Individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- G. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- H. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Pursuant to this Addendum, Business Associate may use/disclose PHI obtained by Business Associate from Covered Entity as required under the Underlying Agreement, unless such use/disclosure violates the HIPAA Regulations or applicable state privacy laws in which case such use/disclosure is prohibited. Business Associate may, but is not required to, provide data aggregation services relating to the health care operations of the Covered Entity.
- B. Business Associate may use or disclose PHI as required by law.
- C. Business Associate agrees that uses and disclosures of PHI by Business Associate shall be consistent with the requirements of the Privacy Rule.
- D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- E. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- F. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514 for use as part of its proprietary database. Covered Entity also agrees that the terms of this Addendum restricting the use or disclosure of PHI shall not apply to the use or disclosure of De-Identified Information gathered or created by Business Associate, and that nothing in this Addendum shall impair the proprietary rights of Business Associate with respect to the foregoing database.

OBLIGATIONS OF COVERED ENTITY

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

REQUESTS BY COVERED ENTITY

- A. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI pursuant to the provisions of Section III.D. of this Addendum.

TERM AND TERMINATION

- A. This Addendum shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Business Associate authorizes termination of this Addendum by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.

- A. Upon termination of this Addendum for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI.
 - 4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section III.D. of this Addendum which applied prior to termination; and
 - 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- B. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

GENERAL PROVISIONS

- A. Regulatory References. A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect or as amended.
- B. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the HIPAA Regulations. Except to the extent pre-empted by federal law, this Addendum shall be governed by and construed in accordance with the laws of the State of Oregon, without application of principles of conflicts of laws.
- C. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Regulations and any other applicable law.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties enter into this Agreement, to become effective as of the later of the date set forth below.

COVERED ENTITY:

BUSINESS ASSOCIATE:
MARATHON HEALTH, LLC

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

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



AGENDA COVER MEMORANDUM

AGENDA DATE: November 18, 2025

PRESENTED TO: Board of County Commissioners

DEPARTMENT: County Administration

PRESENTED BY: Steve Mokrohisky, County Administrator; Carl Wilkerson, Sheriff; Christopher Parosa, District Attorney

AGENDA TITLE: REPORT/ Public Safety Funding Workgroup Monthly Report.

I. MOTION

N/A

II. AGENDA ITEM SUMMARY

This item is a progress report on the Public Safety Funding Workgroup, an internal committee, charged with moving the work of the Public Safety Funding Task Force forward.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County's public safety system has been underfunded since the 1980s due to multiple compounding factors. Over the past three decades, no less than five workgroups have reviewed, studied, and proposed solutions for public safety funding, including a 1992 revenue review task force and a more recent 2005 effort. With the exception of the 2013 Public Safety Levy, no previous efforts resulted in successful long-term changes to public safety funding in Lane County. The primary factors contributing to the chronic lack of funding for public safety are:

- the loss of federal timber revenue and 90% reduction in Secure Rural Schools funding;
- a comparatively low permanent property tax rate; and
- the cost to provide services growing faster than revenues.

Currently the Lane County Sheriff's Office and Youth Services Division receive voter approved levy funds to help support a minimum of 255 local adult jail beds and 16 youth treatment and detention beds. The first levy was approved by voters in 2013 and has been renewed twice. It represents the only voter-approved funding specifically for public safety services provided by Lane County.

On October 17, 2023, the Board directed the County Administrator to establish and appoint members of a limited-duration public safety task force to explore possible long-term funding solutions for Lane County's public safety system, and to create a report with recommendations for the County Administrator to present to the Board of County Commissioners.

In a presentation to the Board on June 24, 2025, following a year of detailed research and discussion, the Public Safety Funding Task Force recommended that the County Administrator further explore four primary opportunities for long-term, stable funding:

- Efficiency, Prioritization, and Trust
- Multi-Layered Solution
- Payroll Tax
- Special District Formation

For more information on the work of the Public Safety Funding Taskforce, including the Final Report, click here [Public Safety Funding Task Force - Lane County](#)

On August 27, 2025, the Board held a work session to discuss the recommendations in further detail and to discuss next steps. The Board directed staff to move forward with a sense of urgency, to have monthly Board updates, to engage the community, to create a timeline and a roadmap of what it would take to move forward with a funding mechanism that the community would support.

B. Policy Issues

A task force was created by the County Administrator following an Order from the Board of County Commissioners delegating the responsibility to the County Administrator (Lane Manual 3.105) via 23-10-17-05.

C. Board Goals

This effort is expressly identified in the newly adopted 2025-2027 Lane

County Strategic Plan, under Safe and Healthy County.

D. Financial and/or Resource Considerations

A cost to conduct the voter survey and staff time are the areas we expect some financial impact. Costs will be addressed in an upcoming supplemental budget request.

E. Health Implications

Health implications related to public safety can be identified most readily as the improvement in safety and wellbeing for residents and families across Lane County when our public safety system is able to support critical services.

F. Analysis

Please see Attachment A, *the Public Safety Funding Workgroup Progress Report and Timeline*, for a list of both completed and future tasks. This is a working document. It is worth noting that in addition to this November 18th update, we have a December 3rd Board Worksession on funding levels for the Sheriff's Office and District Attorney's Office. Following that work session, we anticipate coming back to the Board in January/February to present the poll results and anticipate the scope to start to narrow down. The workgroup will begin crafting a community engagement plan based on the direction of the Board. Staff estimates presenting the engagement plan to the Board in March of 2026.

IV. RECOMMENDATION

There are no recommendations at this time.

V. TIMING/IMPLEMENTATION

Monthly Board updates are anticipated to continue until there may be a need to adjust.

VI. FOLLOW-UP

A Board Worksession on Funding Levels for the Sheriff's Office and District Attorney's Office is scheduled for December 3rd at 9:00am. The next monthly report will be January 13, 2026.

VII. ATTACHMENTS

Attachment A	Public Safety Funding Workgroup Progress Report and Timeline
--------------	--



Public Safety Funding Workgroup

Progress Report and Timeline

Item 7.a

Project start: **Wed, 8/27/2025**Display month: **0**

		2025						2026						2026					
TASK	PROGRESS	Q3			Q4			Q1			Q2			Q3			Q4		
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Workgroup Structure																			
Established a cadence for both the workgroup and regular Board Meeting updates	100%																		
1st meeting of the workgroup	100%																		
Reviewed Task Force recommendations, Board direction from 8/27/25, and election timelines	100%																		
Determined the best use of resources, consultant needs, and created a plan for next steps	100%																		
Polling																			
Request for Quotes (RFQ) went out for polling services	100%																		
Reviewed and selected polling firm	100%																		
Met w/ polling firm to share goals, develop questions, and timelines	100%																		
Gathered data for polling firm	100%																		
Board Meetings																			
Monthly Board Updates for 2025 (Oct, Nov, Dec)	80%																		
Board Worksession on funding levels for the Sheriff's Office and District Attorney's Office	0%																		
Board Worksession - Review polling results and narrow scope of consideration	0%																		
Board Update to walk through proposed community engagement plan	0%																		
Funding Mechanism Research																			
Further research funding mechanisms, their processes, and associated timelines	30%																		
Community Engagement																			
Craft a community engagement plan	0%																		
Implement community engagement plan	0%																		