

Board of Directors Meeting
School District 4J, Lane County
Hybrid Meeting (virtual and
in-person)
200 North Monroe Street
Eugene, Oregon 97402
Wednesday, May 3, 2023

NOTICE: The Regular Board Meeting at 7:00 p.m. will be open to the public to attend in person, via live broadcast on KRVM 1280-AM and 98.7 FM, on the internet at www.4j.lane.edu/stream, and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/91225128314>

School Board Meeting Request Forms:

Sign up to provide public comment: www.4j.lane.edu/board/publiccomment

The board will hear public testimony in person or via Zoom from community members who sign up in advance. Up to 10 people will be scheduled to provide public comment at each regular meeting. Priority will be given to residents who have not recently provided public comment in a board meeting.

Requests to provide public comment must be submitted no later than 5 p.m. on the Monday before the meeting.

**7:00 PM
Regular Meeting**

- I. **7:00 p.m. Regular Board Meeting:**
- II. Call to Order, Roll Call, Flag Salute, Land Acknowledgement
- III. Agenda Review
- IV. Receive Reports from High School Student Representatives
- V. Introduction of Guests and Superintendent's Report
- VI. Items Raised by the Audience
- VII. Comments by Employee Groups
- VIII. Comments and Committee Reports by Individual Board Members

- IX. Consent Group - Items for Action
 - 1. Approve Agreement with EEA to Increase Compensation for Life Skills Teachers 3
Presenter: Karen Hardin
 - 2. Approve Contract for Wellness Clinic Services – RFP 23-294 7
Presenters: Karen Hardin, Director of Human Resources
Colleen Jones, Benefits Manager
 - 3. Approve Barracuda email Protection Services Subscription 163
Presenter: Steve Menachemson, Director of Technology
 - 4. Approve Extension of DreamBox for 2023-2025 164
Presenter: Adrienne Pierce, Curriculum Administrator
 - 5. Approve Recommended Instructional Materials for Psychology 167
(Grades 11–12)
 - 6. Approve Finance - Audit Approval for FY 2021 / 2022 - District 176
Presenter: Matt Brown, Director of Financial Services
 - 7. Approve Finance - Audit Approval for FY 22/23 - KRVM 177
Presenter: Matt Brown, Director of Financial Services

X.	Items for Information	
1.	Presentation by City of Eugene for Proposed Amendment to the Downtown Urban Renewal Plan Presenters: City of Eugene Staff Amanda D'Souza, Development Programs Manager, Community Development Division Ann Fifield, Economic Strategies Manager - Community Development Division and Business & Economic Development Maurizio Bottalico, Senior Financial Analyst 20 Minutes	178
2.	Initiate Process for an Elementary Math Curriculum Adoption Presenter: Adrienne Pierce, Curriculum Administrator 20 Minutes	228
3.	Receive an Update on Public Meetings Law and Record Retention Presenter: Andy Dey, Superintendent 25 Minutes	234
4.	Review timeline for evaluating options and community engagement to address co-location concerns at 850 Howard Ave. Presenter: Andy Dey, Superintendent 25 Minutes	240
5.	Standing Item for Information for Current Legislative Session Legislative Update Presenter: Judy Newman, Legislative Board Subcommittee Chair 10 Minutes	
XI.	Items for Action	
1.	Consider proposed board policy IIAA – Request for Reconsideration About Curriculum / Instructional / Library Materials Presenter: Rob Hess, Chief of Staff 10 Minutes	242
2.	Approve revisions to board policy IGDJ - Interscholastic Activities Presenter: Andy Dey, Superintendent 5 minutes	247
3.	Approve revisions to board policy BHD - Board Member Compensation and Expense Reimbursement Presenter: Rob Hess, Chief of Staff 10 minutes	256
XII.	Items for Action at a Future Meeting	
1.	Consider revisions to Board Policy IGBAF - Special Education Individualized Education Program (IEP) Presenter: Andy Dey, Superintendent 15 minutes	261
XIII.	Suggestions by the Board for Consideration of Items at a Future Meeting	
XIV.	Adjourn	

THIS MEETING WILL BE BROADCAST OVER KRVM-AM (1280)

INFORMATION FOR THE DEAF AND HARD OF HEARING:
Closed Captioning is available during Board meetings through a zoom live feed which is also displayed at in-person meetings.



ITEM ACTION – CONSENT AGENDA

Date of Meeting

May 3, 2023

Title

Approve Agreement with EEA to Increase Compensation for Life Skills Teachers

Presenter

Karen Hardin, Director of Human Resources

Description

Over the past few years, the district has had an increasingly difficult time recruiting and retaining licensed staff to serve as Life Skills teachers. Life Skills is a program within our Student Services Department (SSD), which provides service to special education students who require a high level of service to support medically fragile, needs. Teachers in this program are expected to not only serve the exceptional academic, social and emotional needs of their students but to direct the work of a additional staff who also serve our Life Skills programs.

This spring, SSD leadership, in collaboration with both the Instruction Department and Human Resources has worked to create a comprehensive plan to address needs within the district's Life Skills program to assist in the retention and recruitment of Life Skills staff. Elements of the comprehensive plan include improved onboarding, training, ongoing supports and alterations in compensation for both licensed and classified staff.

This district reached out to the Eugene Education Association, representing licensed employees, and has reached tentative agreement on a proposed memorandum of agreement. The proposed agreement includes (along with a few additional actions):

- An 11% stipend for district teachers serving in a Life Skills position.
- District Life Skills teachers will receive five (5) days of release time and a stipend equal to six (6) days at their per diem rate.
- Building administrators, who have a Life Skills program, will participate in the District training provided to their Life Skills staff.
- During Pre-service week and on District Professional Development days classified and certified Life Skills staff will have calendared time to collaborate.

EEA ratified the agreement on Thursday, April 20, 2023.

Options and Alternatives

If the proposed memorandum of agreement were not approved, the district would move forward on the elements of the comprehensive plan not associated with compensation to improve the supports for staff in Life Skills position. However, both the district and EEA believe the work provided by staff supporting our most fragile students creates extraordinary working conditions for staff in Life Skills and without the financial compensation tentatively agreed to as an acknowledgement of the level of commitment and service to students, we would continue to see retention and recruitment issues.

Budget/Resource Implications

The estimated cost for the change in compensation for EEA Life Skills teachers is approximately \$70,000 for the 2023/24 school year.

Board and Superintendent Goals

The proposed change in supports for Life Skills staff supports the goal to increase equity within and amongst 4J schools, specifically by identifying and addressing the root causes of ongoing challenges in the deliver of special education services to our Life Skills students.

Recommendation

The Superintendent recommends approval of the proposed Memorandum of Agreement with EEA.

MEMORANDUM OF AGREEMENT
between
EUGENE SCHOOL DISTRICT 4J
and
THE EUGENE EDUCATION ASSOCIATION

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into between the Eugene School District 4J (“District”) and Eugene Education Association (“EEA” or “Association”) for the purpose of modifying compensation for members of the bargaining unit assigned as a Life Skills teacher.

1. PURPOSE. The District and the Association acknowledge their mutual interest in providing changes in compensation to bargaining unit members in Life Skills programs who are responsible for the education and supervision of medically fragile students or students with exceptional needs. The District and Association hope the additional compensation will aid in recruiting and retaining teachers in these hard-to-fill positions.

2. TERM. The MOA takes effect after ratification and will be implemented beginning with the 2023/24 school year.

3. COMPENSATION. Bargaining unit members assigned to a Life Skills position shall:

- Receive an 11% stipend and;
- Each SSD full time Life Skills position assigned for instruction of students with disabilities (per IDEA) will receive five (5) days of release time and a stipend equal to six (6) days at their per diem rate. Any less than full-time unit members with this primary position responsibility will receive a proportional amount of release days based on their FTE and the six-day stipend at their prorated per diem rate.

4. ADDITIONAL SUPPORTS. The District and Association agree to additional supports designed to improve the conditions of bargaining unit members assigned to a Life Skills position. These additional supports include:

- The District will continue to evaluate program resources and staffing in efforts to provide a Teacher On Special Assignment (TOSA) with a focus of supporting the elementary Life Skills programs.
- Building administrators, who have a Life Skills program, will participate in the District training provided to their Life Skills staff.
- Moving forward, during Pre-service week and on District Professional Development days classified and certified Life Skills staff will have calendared time to collaborate.
- For the 2023-2024 school year only, SSD administrators will have a standing agenda item at each Life Skills regularly scheduled meeting to track and to find solutions to issues related to compliance associated with duty-free lunch, preparation time, and case management. Elementary building administrators, who have a Life Skills program, will

be invited to attend these meetings to process the data. The Joint Contract Administration Committee (JCAC) will receive a report on this data in December, March, and June.

IT IS SO AGREED this _____ day of _____, 2023.

For EEA

For Eugene School District 4J

Sabrina Gordon Date
EEA President

Maya Rabasa Date
Chair, Board of Directors

Peter Swinford Date
UniServ Consultant, OEA

Dr. Andy Dey Date
Superintendent



ITEM ACTION – CONSENT AGENDA

Date of Meeting: May 3, 2023

Title: *Approve contract for Wellness Clinic Services – RFP 23-294*

Presenter(s): Karen Hardin, Director of Human Resources
Colleen Jones, Benefits Manager

Description

The District has sponsored the Wellness Clinic since October 1988. The clinic offers a broad range of services, including routine health care, diagnostic tests, minor surgery, and preventative care. In addition, specific health education programs have been set up and run by the Wellness Clinic covering such areas as stress reduction, injury prevention, smoking cessation, and other health-related issues. There are approximately 5,000 employees, early retirees, and dependents eligible to receive care at the Wellness Clinic.

The District's current contract for Wellness Clinic health services expires on June 30, 2023. On January 27, 2023 the District issued a Request for Proposals (RFP) for Wellness Clinic Services. The RFP was issued to eligible providers and published on OregonBuys. The RFP closed on March 15, 2023 and one proposal was received from the District's current provider, Cascade Health. An evaluation team was formed to review Cascade's proposal, with a final determination that the proposal meets all of the requirements and criteria of the solicitation. Based on this finding, the District has issued an Intent to Award letter and is currently finalizing the contract negotiation process pending contract approval by the Board.

Options and Alternatives

If a provider were not secured for the Clinic with this solicitation, another solicitation process would be initiated to try to generate additional interest in supply health care staffing and management services. The time required to complete this new solicitation may exceed the current contract for services, and the Clinic could experience a temporary closure period. If no qualified provider responds to any solicitation, the Clinic would need to be permanently closed.

In addition to publishing the solicitation on OregonBuys, inquiries were sent to the following local health care providers: Cascade Health, PeaceHealth, Lane County Health, and McKenzie-Willamette. PeaceHealth initially expressed interest before ultimately declining to provide a proposal, Lane County Health acknowledged receipt of the inquiry but declined to provide a proposal, and McKenzie-Willamette stated they did not possess the staffing necessary to provide services. Cascade Health submitted their proposal to the District on March 1, 2023.

Budget/Resource Implications

The Wellness Clinic is funded through insurance reserves, and insurance reimbursement for services rendered represent the total resources available to support the Clinic.

Board and Superintendent Goals

The contracting process supports the goal of providing prudent stewardship of district resources to best support student success.

Recommendation

The Superintendent recommends approval of a contract with Cascade Health for a renewed five-year block through June 30, 2028.



This contract award executed by Eugene School District 4J (“District”) and the following documents incorporated into the contract by reference, shall constitute the full and complete agreement (“Agreement”) between the School District and Cascade Health (“Cascade”):

1. RFP 23-294, dated January 27, 2023 (“RFP”);
2. Cascade response to the RFP, dated March 1, 2023 (“Proposal”).

Any other communications, oral or written, are not binding on either party. All modifications to this Agreement must be in writing and signed by a duly authorized representative of the District and Cascade.

Term. The term of the agreement is from July 1, 2023 through June 30, 2028.

Pricing. Pricing is based on Cascade’s response to the RFP (“Proposal”).

This Agreement represents the entire agreement between the parties. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Eugene School District 4J

Cascade Health

By: _____

By: _____

Date: _____

Date: _____



REQUEST FOR PROPOSAL
Solicitation # 23-294
Wellness Clinic Health Care Services

Proposals due Wednesday, March 1, 2023, 4:00pm local time

Proposals and supporting documentation are to be submitted to:

solicitations@4j.lane.edu

Contact Information

Dustin Hayden, Purchasing Analyst
Eugene School District 4J, Purchasing Office
200 North Monroe Street
Eugene, OR 97402

solicitations@4j.lane.edu
(541) 790-7620

TABLE OF CONTENTS

SECTION 1	INSTRUCTION TO PROPOSERS	4
SECTION 2	INTRODUCTION AND BACKGROUND INFORMATION	10
SECTION 3	SCOPE OF WORK	14
SECTION 4	PROPOSAL EVALUATION PROCEDURES	17
SECTION 5	PROPOSAL SUBMITTAL PROCEDURES	20
SECTION 6	GENERAL PROVISIONS	22
SECTION 7	INSURANCE REQUIREMENTS	30
ATTACHMENT A	ADDITIONAL REPRESENTATIONS	32
ATTACHMENT B	REFERENCES	34
ATTACHMENT C	SIGNATURE PAGE	35
ATTACHMENT D	TAX CLASSIFICATION	37
ATTACHMENT E	CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN	38
ATTACHMENT F	PROPOSED FEE SCHEDULE	40
ATTACHMENT G	4J WELLNESS CLINIC STATISTICS	42

REQUEST FOR PROPOSAL

General Information

Notice is hereby given that proposals will be accepted for the following items and/or services by Eugene School District 4J:

<u>Materials/Service</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Wellness Clinic Health Care Services	Mar 1, 2023	4:00 p.m.	Eugene School District 4J Purchasing

Vendors who demonstrate an ability to meet the enclosed requirements, specifications, and timelines are invited to submit a proposal as specified herein.

Method of Award

The District intends to enter into a three (3) year professional service agreement to start after the completion of the 2022-23 academic year. Agreements may be extended for up to two (2) additional one (1) year periods, at the option of the District, after an annual evaluation of services.

Proposal Submission

Each Proposer shall submit a proposal in specified file format by email to solicitations@4j.lane.edu. Electronic proposal must be received via email no later than March 1, 2023 AT 4:00 PM LOCAL TIME. Proposals delivered after the deadline will not be accepted. Proposals submitted will remain confidential in nature until Notice of Intent to Award has been issued by the District. Proposer shall submit offer using the attachments provided in accordance with the instructions provided herein. Proposer’s Signature Page form shall be completed and signed by a person authorized to bind the Proposer.

Questions and comments regarding this Request for Proposal, its terms and conditions should be directed to Dustin Hayden, Purchasing Analyst at (541) 790-7620 or by email solicitations@4j.lane.edu. Please review the enclosed document carefully.

Timeline

<u>Deadline</u>	<u>Event</u>
January 27, 2023	Issue Request for Proposal
February 17, 2023 (4 p.m.)	RFP questions due
February 24, 2023	Release of Addendum to RFP, if appropriate
March 1, 2023 (4 p.m.)	Proposals Due (email)
March 15, 2023	Notice of Intent to Award (email to each Proposer)
March 22, 2023 (12:00 p.m.)	End of Protest Period
May 1, 2023	Contracts signed

The District will make every effort to administer the proposal process in accordance with the Timeline. However, the District reserves the right to modify the proposal process and dates as deemed appropriate.

SECTION 1 INSTRUCTION TO PROPOSERS

These instructions outline the offer submission procedures, evaluation of offers, and the award of a contract. The term “District” refers to the Eugene School District 4J. The term “Proposer” refers to any entity submitting an offer in response to this solicitation. The term “Vendor” refers to any Proposer(s) awarded a contract.

1.1 Solicitation review

Proposer must carefully review this document and is responsible for knowing and understanding the terms and conditions included in or applicable to this document. Unless defects, ambiguities, omissions or errors are brought to District’s attention in advance of the date the proposal is due, protests or appeals based on such defects, ambiguities, omissions, or errors will not be favorably considered.

1.2 Change, clarification or protest

Proposers may request changes or clarification to, or must protest the contract terms and conditions or the specifications of the RFP. Proposer’s comments must be e-mailed to and received by District by the date listed on the Timeline to allow enough time for issuance of an addendum, if required. Such comments shall include:

- A detailed statement of the legal and factual grounds for the change, clarification, or protest; and
- A description of the resulting prejudice to the proposer; and
- A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

All proposals are to remain valid for sixty (60) days from the due date. District shall not consider a proposer’s request for change or protest after RFP due date and time. District shall provide notice to the applicable proposer if it entirely rejects the request or protest. If District agrees with the proposer’s request or protest, in whole or in part, District shall issue an addendum reflecting its determination.

1.3 Addenda

Changes or additions to RFP documents shall be accomplished by written addenda. Addenda shall be issued prior to the RFP due date to allow proposers sufficient time to consider the changes or additions in preparing their offers. The Proposer shall acknowledge receipt of all addenda issued on the appropriate submittal tab enclosed. At its discretion, District may extend the RFP due date and time to allow proposers time to analyze and adjust to any changes. Proposers are responsible to make inquiry as to any addenda issued.

1.4 Modification or withdrawal

Proposers may modify or withdraw a submitted proposal only prior to the RFP due date and time. A modification or withdrawal shall be submitted by an authorized representative and shall state the action requested (e.g., the modified offer supersedes the prior offer; the submitted offer is withdrawn).

1.5 Submitting proposals

Proposers are solely responsible for delivering the offer in the designate manner to the designated delivery point prior to the RFP due day and time. Each Proposer shall submit the following: One original proposal in specified format by email to solicitations@4j.lane.edu. Proposal must be received no later than March 1, 2023 at 4:00 pm local time, at which time and place acceptance of proposals will be closed.

Proposals delivered after the deadline will not be accepted. Proposal submitted will remain confidential in nature until a notice of intent to award has been issued by the District.

- Email submission to solicitations@4j.lane.edu with a subject line of Wellness Clinic RFP: [Proposer's Name].
- Attachments should be in specified format and be named as follows: Wellness Clinic RFP [Proposer's Name] [Attachment Name]
- Submitted email submissions will not be opened until the RFP due date and time.

See Item 1.18 Confidentiality for submission of items requested to be exempt from Oregon Public Records Law and disclosure.

1.6 Submittal requirements

See SECTION 5: PROPOSAL SUBMITTAL PROCEDURES for proposal submittal procedures for complete submittal requirements.

1.7 Receiving offers

- Each offer will be electronically time-stamped by District's server and email system with the date and time it was received. A reply email will confirm receipt of the email by District.
- Offers shall be held unopened and until the RFP due date and time. District shall not be responsible for the premature opening or failure to open an offer that is not properly addressed or identified.
- Failure to submit proposals in the specified format shall be considered just cause for rejection of the proposal at the sole discretion of District.
- When the proposal due date and time has passed, District will cause the proposals to be opened and recorded. The number of proposals received, the identity of proposers, or the contents of a proposal will not be disclosed to the public until all proposals are evaluated and recommendation for award has been determined.

1.8 Late proposals

Proposals received after the specified due date and time shall not be considered and shall be held unopened by District until after the award of the contract. District shall make no concessions regarding postal service or any other form of conveyance of the offer document even when timely delivery of the offer fails through no fault of the proposer. District reserves the right to, at its discretion, to consider offers delayed or mishandled by District.

1.9 Offer acceptance

- By signing and returning a proposal, the proposer acknowledges it has read and understands the terms and conditions contained in the request for proposal document and that it accepts and agrees to be bound by the terms and conditions of the request for proposal document.
- A proposer's offer shall be firm, irrevocable, valid, and binding on the proposer for not less than 60 days from the proposal due date and time unless otherwise specified. District may request either orally or in writing that a proposer extends the time for acceptance.

1.10 Cancellation/rejection of offers

- District may cancel the solicitation if such cancellation is in the best interest of District. District may reject for good cause any offer:
- That is not in compliance with the prescribed RFP procedures and requirements; or

- Upon District's written determination, it is in the public interest to do so; or
- If the proposer is not responsible, e.g., the proposer has failed to perform under some other contract of a similar nature with District; or
- When the proposer fails to supply on offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested; or
- When the proposer fails to include acknowledgement of all addenda issued.

1.11 Mistakes by proposer

District has the authority to waive any and all minor deviations, informalities, or inadvertent nonjudgmental mistakes on any offer. Such mistakes must be a matter of form, rather than substance, which is clearly evident regarding the offer or an insignificant mistake that can be waived or corrected promptly without prejudice to other proposers or District. Errors in judgment made in an offer by a proposer shall not be waived.

1.12 Responsive/Responsible proposer

A responsive proposal is one that conforms in all-material respects to the RFP. The District reserves the right to waive technicalities or minor informalities in determining a Proposer's responsiveness. A responsible Proposer is a person or firm that has the capability in all respects to perform fully the contract requirements, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.

1.13 Clarification of responses

District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing, which includes electronic format such as email. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

1.14 References

References are required as part of the response to this solicitation. Please refer to ATTACHMENT B: REFERENCES for required references to be provided with proposal submissions. Failure to provide references as specified shall be grounds for rejection of proposal. District reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any proposer with contractual obligations its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

1.15 Negotiation with awarded Vendor

District reserves the right to negotiate final contract terms with the awarded Vendor to the fullest extent allowed by law and as in the best interest of the District.

1.16 Collusion

A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of District has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

1.17 Recycled materials and sustainable products and processes

- Use of recycled materials. Vendor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the contract.
- Preference for recycled materials. As required by law, District shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the specifications.
- Sustainable practices and products. District supports and encourages the use of sustainable products by Vendor. To contribute to a clean environment for present and future generations, Vendor shall utilize sustainable products to the maximum extent feasible during the performance of this contract. Products and practices utilized by Vendor shall be based upon long-term environmental impact, social costs, and operational cost.

1.18 Confidentiality

District is subject to the Oregon Public Records Law (Oregon Revised Statutes (ORS) 192.311 to 192.431), which requires District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.345, 192.355 or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345 (15)). District will not disclose records submitted by a proposer that are exempt from disclosure under the public records law, subject to the following procedures and limitations.

If proposer submits information deemed confidential, a separate copy of the proposal package should be emailed to solicitations@4j.lane.edu and titled "Wellness Clinic RFP [Proposer Name] REDACTED".

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict (in c. above) occurs, the proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- The statement above shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as "confidential", cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.

Notwithstanding the above procedures, District reserves the right to disclose information that District determines, in its sole discretion, is not exempt from disclosure or that District is directed to disclose by District attorney or a court of competent jurisdiction. Prior to disclosing such information, District will notify the proposer. If the proposer disagrees with District's decision, District may, but is not required to enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

1.19 Method of award

- The contents of the proposal of the successful proposer will become contractual obligations if an award is made. Failure of the successful proposer to accept any contractual obligations may result in cancellation of the award.
- A contract shall be awarded only to the responsible Proposer that submits the highest scoring and most responsive proposal which meets and complies with all solicitation requirements as determined by the evaluation factors, provided that the proposal is reasonable and it is in the best interest of the District to accept it.
- A notice of intent to award (NIA) will be provided via email to each proposer after the evaluation process is complete.

1.20 Proposer preference

In determining the lowest responsible proposer, District shall, for the purpose of awarding the contract, add a percent increase on the offer of a non-resident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. Each proposer must identify whether the proposer is a “resident proposer” as defined in ORS 279a.120(1).

1.21 Evaluation and award

Evaluation:

- District shall review offers to determine whether an offer is responsive and/or a proposer is responsible. District will award a contract only to a responsible proposer with a responsive offer.
- District may set forth special evaluation criteria (other than price) in SECTION 2: INTRODUCTION AND BACKGROUND INFORMATION and SECTION 3: SCOPE OF WORK that will be used to determine the successful proposer. No offer shall be evaluated for any criteria not disclosed herein.
- Unless expressly authorized, proposers shall not make their offer contingent upon District’s acceptance of any specifications of contract terms that conflict with or are in addition to those in this proposal.

Award:

- After the evaluation process is complete, District shall provide written notice to all proposers of District’s intent to award the contract (Notice of Intent to Award - NIA).
- The District’s award shall not be final until the latter of the following:
 - Seven (7) days after the date of the NIA, unless otherwise provided; or until District provides a written response to all timely-filed protests (if any) denying the protest and affirming the award. See the Aggrieved Proposer clause for more on protest.

1.22 Aggrieved proposers

Any adversely affected proposer may submit a written protest of District’s Notice of Intent to Award (NIA). Protest(s) must be received no later than 12:00 noon on the seventh (7th) calendar day after the NIA is published.

- A proposer is only adversely affected if the proposer is eligible for award of the contract. The protesting proposer must claim that the selected proposer is ineligible for award:
- Because their offer was non-responsive; or
- District committed a substantial violation of a provision in the RFP document or of an applicable administrative rule and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been the selected proposer.

- The written protest must include the name of the person submitting the protest, the name of the proposer represented by that person, the specific RFP including the solicitation number that is being appealed, and a detailed explanation of the reasons (facts of evidence) for the appeal.
- District shall not consider a protest that is submitted after the established time period.
- The aggrieved proposer must serve all other proposer with notice of its appeal to allow for rebuttal.
- Failure to give written notice of appeal to District as provided herein constitutes a waiver by the aggrieved proposer of any objections to the NIA.
- Disagreement with the bidding process is not justification for appeal.
- Protest decision. Upon receipt of any appeal, the Support Services Director or Designee shall review the protest and submit a written decision to the protester within fourteen (14) calendar days of the date of receipt of the protest. The affected proposer must take further protest to the School Board. The aggrieved proposer must notify the Support Services Director in writing before such action is taken.

1.23 Prices

Prices quoted must be exclusive of federal, state, and local taxes. If the proposer believes that certain taxes are payable by District, the proposer may list such taxes separately, directly below the unit prices for the affected item.

1.24 Acceptance period

All offers submitted shall remain in force for a period of sixty (60) days in order to provide time for evaluation of offers received and approval of proposed awards. District shall request in writing any extension of this sixty (60) day acceptance period.

1.25 Proposal preparation costs

District is not liable for any costs incurred by the proposer in preparation of the proposal.

1.26 Contract funding

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the District's Board of Directors, District reserves the right to cancel fixed quantity, multi-year term, or requirements contracts at no penalty.

1.27 Conflicting terms

In the event that the Introduction and Background Information (SECTION 2) and Scope of Work (SECTION 3) conflict with the General Provisions (SECTION 6) or the Instructions to Proposers (SECTION 1), the Introduction and Background Information and Scope of Work shall take precedence.

1.28 Safety

Vendor shall comply with all application provisions of the Occupational Safety and Health Act throughout the duration of the specified work.

SECTION 2 INTRODUCTION AND BACKGROUND INFORMATION

2.1 Scope

Eugene School District 4J (“District”) is publishing this request for proposals (“RFP”) to solicit proposals from firms interested in providing management, staffing, and health care-related services to the 4J Wellness Clinic (“Clinic”), located at 200 North Monroe Street in Eugene, Oregon. The Clinic provide wellness, preventative, and basic health care services to District employees and their families. Proposals should offer a competitive balance in terms of flexibility, experience, services, and net costs. The District is interested in securing a relationship that is financially stable for both the District and the Clinic service provider organization (“Selected Proposer”).

2.2 Background

The District employs approximately 3,000 full-time and part-time personnel. These personnel are grouped under a Collective Bargaining Agreement or Memorandum of Understanding as one of three categories: Classified employees, representing instructional assistants, school secretaries, and non-management employees in transportation, facilities, food service, and District administrative offices; Licensed, representing teachers, counselors, and school nurses; and Administrative, representing school principals, curriculum administrators, supervisors, and managers.

Each of these three groups is represented by a Joint Benefits Committee (“JBC”). The function of each JBC is to set policy and make decisions regarding all benefits available to their respective groups. All three JBCs are chaired by the District’s Benefits Manager or designee. The various JBCs choose how the allotted District contribution to benefits will be spent on the overall employee benefits package. Each employee may contribute a small amount each month to make up for any deficit in expenditures with any residual going to a reserve fund. The reserve fund is used for rate stabilization and special projects approved by the JBCs. This fund was used to establish the Clinic.

One member from each JBC as well as representatives from the Clinic service provider make up the Wellness Committee, which is also chaired by the District’s Employee Benefits Manager. The Wellness Committee establishes policy, develops operating procedures, and makes overall recommendations on Clinic operations.

The District has sponsored the Clinic since October 1988. It offers a broad range of services, including routine health care, diagnostic tests, minor surgery, and preventative care. In addition, specific health education programs have been set up and run by the Clinic covering such areas as stress reduction, injury prevention, smoking cessation, and other health-related issues. There are approximately 5,000 employees, early retirees, and dependents eligible to receive care at the Clinic.

The Clinic is located at the Eugene School District 4J Education Center at 200 North Monroe. Services are provided through a contract with a health care provider organization. The Clinic’s service provider organization employs and manages all Clinic staff. Medical records are the property of the Clinic’s service provider organization. Clinic staff is currently comprised of two Family Nurse Practitioners (FNP) equaling 2 FTE, two Certified Medical Assistants (CMA) equaling 2 FTE, and one front office staff (clerical) equaling 1 FTE. The clinic also has eight licensed behavioral health providers available via telehealth for appointments M-F, 8am-7pm. These telehealth providers are located offsite at Cascade Health. Malpractice and general liability coverage related to the operation of the Clinic is provided by

the Clinic's service provider organization. The District provides property insurance and general liability to the Clinic.

The Clinic began as a result of a sharp increase in health insurance premiums for District employees. At that time, District's rates were based on the District's own experience, and a primary goal of the Clinic was to reduce the health insurance experience as a means for cost containment on future premiums. Currently, the District is mandated to participate in the Oregon Educators Benefit Board insurance pool, and as a result, we have limited ability to impact health insurance rates. For the last several years, the Clinic service provider has billed the employee health insurance for services provided at the Clinic. Insurance payments received are used to offset the fees charged to the District.

The Clinic has experienced significant growth since it first opened, seeing an average of 300 employees per month, up from an average of 66 per month in 1988. The Clinic has been staffed by FNPs, PAs, LPCs, CMAs, clerical and coordinator support. The Clinic is open five days a week, Monday through Friday, from 9:00am to 6pm with a one hour lunch closure from 1-2 pm. Located in the 4J Education Center, services are available to insurance-eligible District employees, spouses and domestic partners, dependent children age 4 through 25, and early retirees until Medicare eligibility. Insurance deductibles, co-payments and co-insurance amounts have been waived for Clinic visits.

2.3 Contract Period

The Contract shall commence on July 1, 2023 for a period of 3 years with options for renewal not to exceed 2 additional 1-year terms.

2.4 Scope of Current Clinic Services

Hours of Operation: The Clinic is open Monday through Friday year round, from 9am to 6pm with the last appointment slot at 5:30 pm. It closes for lunch from 1-2pm. Patients are seen by appointment.

Staffing: The Clinic staff members are employed by the medical service provider and currently include the following:

- Two Family Nurse Practitioner (2.0 FTE)
- Two certified medical assistants (2.0 FTE)
- One front office staff – Clerical (1.0 FTE)
- Eight licensed behavioral health providers available via telehealth for appointments M-F, 8am-7pm.

Patient Care Services Provided:

- Preventative Care / Management / Screening
- Breast exams / cancer screening
- Child wellness exams and sports physicals; age 4 years or older
- Complete male annual exams / prostate exam
- Complete female annual exams / gynecological exams; Pelvic / Pap smear / HPV testing
- Vision screening
- Diabetic wellness exams and management
- Medication review / prescription initiation and management (i.e. hypertension, dyslipidemia, birth control)
- Seasonal allergy management

- Infectious diseases (outbreak) management (whooping cough, lice, impetigo, shingles)
- Tobacco cessation treatment
- Migraine management

Illness assessment and treatment

- Acute illness care (i.e. sore throat, colds, influenza, rash, sinusitis)
- Abdominal disorders
- Sleep disturbance
- Depression
- Anxiety
- Urinary concerns
- Non-emergent, ill-defined symptoms (i.e. dizziness and leg tingling)
- Sexually transmitted disease testing
- Rapid strep test
- Ear lavage

Injury treatment

- Burn and wound care
- Animal bites / scratches
- Lesion / mole and wart removal; punch biopsy of skin if indicated
- Abscess incision and drainage
- Suturing of lacerations (dependent on the body site)
- Suture removal
- Nail removal
- Foreign object removal (i.e. splinters/glass)
- Muscle strains / sprains (non-emergent body injury)

Other Services

- Nexplanon insertions and removal services
- IUD removal
- Follow-up emergency room, urgent care, and specialist visits
- Laboratory on site for lab testing as indicated
- Pregnancy tests
- Nebulizer treatment
- RN case management
- Evaluation of possible skin cancers
- Lipid panels and other lab work
- Nutritional counseling
- Influenza, Td/Tdap, tetanus and other adult vaccinations
- On-the-job injury assessment and first aid treatment
- Patient transportation for non-emergent treatment
- Mental health referral assistance
- Fitness Counseling
- Pulmonary function testing

- Self-care training
- Wellness and health promotion counseling
- Limited cancer screening
- Sports, school, and camp physicals
- Prescription writing
- Throat cultures
- Blood Pressure Monitoring
- Minor surgery

Referrals for:

- Diagnostic imaging for acute and routine issues
- Specialists
- Physical therapy
- Mental health therapy / counseling (on site and virtually)

Vaccinations

- Tetanus, diphtheria, pertussis
- Tetanus, diphtheria
- Shingles (Shingrix)
- Hepatitis A
- Hepatitis B
- Human Papilloma Virus (Gardasil)
- Influenza (injection only)
- Pneumococcal – 13 and 23 valent
- Meningitis

Administration Services Provided

- Clinic management
- Medical director oversight
- Patient health insurance billing and payment processing
- Participation in the monthly Wellness Committee meetings

SECTION 3 SCOPE OF WORK

3.1 Clinic Objectives

The District is seeking on-site Clinic services to provide primary health care, acute and episodic health care, wellness services, health screenings, and other services as needed to address the Clinic objectives. Proposals should address the Clinic objectives and requirements listed below:

- Increase access to medical care services
- Improve health outcomes for employees and their families
- Improve treatment and compliance for patients with chronic health conditions
- Provide health screening services
- Promote participation in health coaching and care management offered through our health insurance provider
- Promote health and wellness
- Reduce reliance on emergency room and urgent care
- Reduce costs for employees and for the school district's (OEBC) health plans
- Improve employee productivity and reduce absenteeism

3.2 Clinic Requirements

Proposals should address how the following will be provided:

- On-Site Clinic Services
 - Preventive care services
 - Acute episodic services
 - Lab services, including periodic cholesterol screening
 - Chronic condition management services
 - Referrals for service not available at the Clinic
 - Telephone and/or on-line consultation and follow-up
 - Referrals to health coaching and care management through OEBC
 - Appointment scheduling, including how appointments will be prioritized and what kind of wait times can be expected for varying types of appointments
 - Monitoring quality and cost-effectiveness of care
 - General education, marketing and communication of Clinic services such as welcome mail, targeted mailings, e-mail, out-bound telephone calls, social networking tools
 - Identification of high risk patients and engaging them in appropriate care
 - Insurance billing and payment processing related to patient visits

3.3 Optional Services

Proposers are invited to propose services for the following:

- Treatment for work-related injuries and occupational diseases
- Health and wellness seminars
- Efforts to improve total worker health

3.4 Operations

- Proposers should address how each of the following will be addressed:

- Establish Clinic as a medical home for patients
- Establishing Clinic health care providers as preferred providers with the District's health insurance carrier (currently ODS)
- Recruitment and/or assignment of staff, including the role of the JBC and the District's wellness committee.
- Salary and benefit levels for staff. Please provide a copy of the current Collective Bargaining Agreement for covered positions if applicable.
- Administrative management of the Clinic, including monitoring staff productivity, quality of care, staff credentialing, and training and development for staff.
- Medical oversight of the Clinic staff, including use of current, evidence-based medicine in the evaluation, treatment, and oversight of patients.
- Transition planning for patients during the implementation of the new contract, referral for services not offered at the Clinic, loss of a health care provider or any scenario where a transition of services may be required
- Regular participation with the District on the Wellness Committee consisting of a monthly meeting and other meetings as needed

3.5 Reporting

Proposers should describe how the following reporting requirements will be addressed:

- Utilization reports, at least quarterly, using de-identified data
- Customer satisfaction monitoring data
- Monthly financial reporting, including information on health insurance claims submitted and health insurance payments received
- Advice given to Clinic patients shall be confidential and the District shall have no right to receive any client specific information provided to Clinic staff in the course of providing services. The Selected Proposer shall provide to the District a monthly summary of the number of patients receiving services and the type of services provided without names or other identifying information. The confidentiality of patients and the individually identifiable health information will be protected in accord with applicable state and federal law.

3.6 Proposal Assumptions for Duplication Current Clinic Services

District Obligations:

- Facilities, including space, utilities, custodial services
- Medical equipment necessary for the operation of the Clinic, including examination tables, microscopes, etc.
- Telephone equipment and information
- Property and liability insurance relating to the premises

Selected Proposer's Obligations:

- On-site services described herein. The Selected Provider will provide services at the Clinic located at 200 N. Monroe, Eugene, OR. Services are provided Monday through Friday each week from 9:00am through 6:00pm year-round excluding holidays. During the Clinic hours of operation, the Selected Proposer provides specific services as outlined in Section 2.4. The services outlined in that section represent the types of services to be provided are not a definitive list. The providers may choose to refer a patient with any of the symptoms or conditions listed to another physician. The clinic providers exercise their clinical judgment in delivering medical care.

- Telephone and/or on-line services. Clinic staff provides telephone and/or on-line consultation during office hours to respond to questions, concerns, and requests for referral assistance concerning health matters.
- The Selected Proposer assists District staff in establishing realistic budgets and purchasing at the best price for medical and pharmaceutical supplies and outside laboratory services.
- The Selected Proposer processes patient billings to health insurance providers, payments received from health insurance providers, and payments received from patients. The Selected Proposer maintains the necessary patient records for health insurance billing and to provide monthly financial and utilization data to the District.
- The Selected Proposer recruits and provides staff continuity, with physician review, for all activities at the Clinic. All Clinic staff are employees of the Selected Proposer who will pay all wages, taxes, and benefits. The District establishes a partnership philosophy with the Selected Proposer and is involved in the staffing process and selection. The District does not act as an employer or joint employer for clinic staff.

3.7 Fee Schedule

- Personnel costs for the employees and FTE assigned to the Clinic, including the cost of benefits
- Actual cost of materials and supplies used in the operation of the Clinic, purchased at the best available price with no additional mark-up
- Monthly fee (flat fee) for Clinic administration and management
- Monthly fee (flat fee) for health insurance billing service
- Equipment is paid by the District on an as-needed basis
- Health insurance reimbursements received are credited as an offset against the above-listed fees. If health insurance reimbursements are in excess of the fees charges, the excess is carried forward to the next month. If health insurance reimbursements are less than the fees charged, the excess is paid to the Selected Proposer on a monthly basis. In any case, fees and health insurance reimbursement are reconciled and settled as of June 30th each year.

SECTION 4 PROPOSAL EVALUATION PROCEDURES

4.1 Introduction

This section prescribes the mandatory format for the presentation of a proposal in response to this request. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each proposal. Failure to submit a proposal in accordance with the provisions of this Section may be grounds to declare the proposal non-responsive. Failure to provide any information requested may result in rejection of your proposal.

4.2 Offer Format

Proposal is to include a signature page (Attachment C), all required text and all required certifications and is requested to be submitted electronically.

4.3 Proposal Rejection

The District reserves the right:

- to reject any or all proposals not in compliance with all public procedures and requirements.
- to reject any proposal(s) not meeting the specifications set forth herein.
- to waive any or all irregularities in proposals submitted.
- to consider the competency of Proposers in making any award.
- to follow the provisions of the Attorney General Model Procurement Rules, in the event two or more proposals are for the same amount for the same work.
- to reject all proposals.
- to award any or all parts of any proposal.
- to request references and other data to determine responsiveness.

4.4 Selection and Evaluation Process

Proposal will be reviewed by a committee to determine which one best meets the needs of the District. After meeting the mandatory requirements, the proposals will be evaluated for their technical and cost responses. The review committee will make a recommendation to the District for their consideration. The firm(s) and Eugene School District 4J will enter into a contract incorporating the terms and conditions of this RFP document and the Proposer's response.

Proposers taking exception to any contract terms must indicate the same in their proposal or exceptions will be deemed waived.

At Eugene School District 4Js' option, during proposal review, Proposer may be contacted to clarify or elaborate on the proposal, but will in no way be provided an opportunity to change any fee amount originally proposed. Eugene School District 4J staff may also contact any references listed on proposals.

4.5 Evaluation Criteria

The District has chosen to implement a point system to make awards. Proposals will be initially reviewed for completeness and compliance with the requirements of this RFP. Those proposals which are incomplete, which do not meet all requirements of the RFP, or otherwise deemed by the District to be "non-responsive" will be rejected. Proposals considered complete, or "responsive", will be reviewed further to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposer may be asked to provide written clarification. The following scoring system will be used in determining which of the proposers will most closely meet the best

interests of the District. There is a possible score of 100 points. Scoring will be based on criteria outlined below.

Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience providing the services requested in this solicitation. Do not assume the District or evaluation team is familiar with the Proposer. Concise and direct answers are encouraged. The specifications, characteristics, and requirements listed in this solicitations are in no way to be considered exhaustive. Proposals must contain the specific information and attachments requested and in the order listed below.

4.6 Evaluation Factors Matrix

Criteria	Points
Experience in operating a medical clinic including on-site employer clinics (including financial stability and references)	15
Developed plan to integrate and coordinate Clinic services with District insurance plans and medical delivery systems including referrals for services not provided by the Clinic and coordination of care	15
Demonstrated commitment to patient education, advocacy, and wellness	10
Developed plan to provide high quality, evidence-based, cost-effective health care for both primary and preventive care	15
Demonstrated ability to retain qualified staff, minimize management and clinic staff turnover, and provide continuity of service	10
Fee structure	35
Total	100

4.7 Proposal Validity Period

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

4.8 Competency of Vendor

To enable District to evaluate the competency and financial stability of a Vendor, the qualifying and accepted Vendor(s) shall, upon request, furnish such information as reasonably necessary.

4.9 Protest of Award

In accordance with the Attorney Generals Model Procurement Rules, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

4.10 Reservation in Evaluation

District selection committee reserves the right to either: a) request “Best and Final Offers” from the two highest scoring Vendors and award to the lowest priced or b) to reassess the proposal and award to Vendor determined to best meet the overall needs of the District, or c) award to multiple vendors.

4.11 Proposal Evaluation

- The Proposal segments shall be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators). The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators’ area of expertise. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which

Proposal(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

- Working as a Committee or independently (at the discretion of the District) with copies of the written proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein.
- After receipt and evaluation of the written proposals, one or more Proposer may be asked to provide an on-site presentation of their proposal and demonstration of services. If presentations are required, the District reserves the right to re-evaluate the scores for each criteria listed based on the presentation.

4.12 Protest of Award

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

SECTION 5 PROPOSAL SUBMITTAL PROCEDURES

5.1 **Proposal Deadline**

Proposals will be accepted until 4:00 PM local time, March 1, 2023 via email to solicitations@4j.lane.edu. Delivery is the sole responsibility of the Proposer. Proposer accepts all risks of late delivery of emailed proposals, or of miss-delivery, regardless of fault. A proposal may be submitted by each proposing firm.

5.2 **Restriction on District Contact**

From the issue date of this RFP until a firm is selected, all contact with District employees or School Board members concerning the RFP must be cleared through the following District contact: Dustin Hayden, 541-790-7620 or solicitations@4j.lane.edu.

5.3 **Right to Reject Proposals**

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. We reserve the right without prejudice to reject and all proposals.

5.4 **Cost of Preparing a Proposal**

The RFP does not commit the District to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

5.5 **Proposal Content and Format**

To simplify and expedite the review process, the District request that candidates prepare proposals in the standard format specified below:

Title Page

- Proposer should identify: the RFP subject; firm name, local address, and phone number; proposal contact name, title, telephone number, and email; date of submission; and period for which the proposal is effective (non-rescindable).

Table of Contents

- The table of contents should include a clear and complete identification by section and page number of the materials submitted.

Transmittal Letter

- The transmittal letter should be not more than two pages long and should include as a minimum the following:
 - A brief statement of the Proposer’s understanding of the objective of the services to be performed;
 - A positive commitment to perform the service within the time period specified;
 - The names of persons authorized to represent the Proposer, their title, address, telephone number, and email (if different from the individual who signs the transmittal letter).

Proposal contents in response to SECTION 3: SCOPE OF WORK AND SECTION 4: PROPOSAL EVALUATION PROCEDURES.

- Proposers should ensure the proposals:
 - Describe plans to duplicate current services.
 - Describe alternate design(s).
 - Address evaluation criteria.
 - Include references and credentials of those most directly responsible for management and medical oversight of the Clinic.
 - Provide proposed fees for the following:
 - Duplication of the current services.
 - Alternate services.
 - Alternate funding mechanisms.

Financial Statement

- Provide one (1) copy of your most recent yearly financial statement.

Submittals required

- Each submittal shall contain the following forms, found in the proceeding pages of this document:
 - ATTACHMENT A: Additional Representations, signed and dated (page 32)
 - ATTACHMENT B: References, completed with up to five references. (page 34)
 - ATTACHMENT C: Signature Page (pages 35-36)
 - ATTACHMENT D: Tax Classification (page 37)
 - ATTACHMENT E: Certified Disadvantaged Business Outreach Plan (pages 38-39)

SECTION 6 GENERAL PROVISIONS

6.1 Acceptance

Signature on an Agreement shall constitute Acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of a fully executed Agreement shall cause initiation of performance by the Proposer. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Proposer are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department.

6.2 Independent Proposer Status

Proposer shall certify status as an independent Proposer and nothing herein is to be construed as establishing an employer-employee relationship.

6.3 Other Proposers

The District may undertake or award other contracts for additional or related work, and the Proposer shall fully cooperate with such other Proposers and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Proposer shall not commit or permit any act that will interfere with the performance of work by any other Proposer or by District employees.

6.4 Subcontracts and Assignment

PROPOSER shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of the DISTRICT. The DISTRICT may withhold such consent for any or no reason. If the DISTRICT consents to an assignment or subcontract, then in addition to any other provisions of this Contract, PROPOSER shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind PROPOSER. The parties agree that any such subcontracts shall be construed as matters solely between PROPOSER and its subcontractor and shall not have any binding effect on DISTRICT.

6.5 No Third Party Beneficiaries

DISTRICT and PROPOSER are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6.6 Successors in Interest

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

6.7 No Authority to Bind District

PROPOSER has no authority to bind or obligate the other or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

6.8 No Modification of Order

The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District's Purchasing Department.

6.9 Escalation

Any price or cost adjustments shall be submitted by the Proposer no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.

6.10 Changes

District may, at any time, and from time to time by written order from 4J Purchasing to the Proposer, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery, including adding or changing delivery locations and to increase or decrease the number of deliveries to delivery locations; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Proposer hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the District, except when confirmed in writing by a member of the District's Purchasing Department.

6.11 Nonperformance

As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If PROPOSER fails to perform under this Contract, then DISTRICT, after giving seven days' written notice and opportunity to cure to PROPOSER, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that PROPOSER shall bear any reasonable cost difference, as measured against any unpaid balance due PROPOSER, for these substitute goods or services.

6.12 Termination for Convenience

District may terminate a contract, in whole or in part without showing cause upon giving written notice to the Proposer. The District shall pay all reasonable costs incurred by the Proposer up to the date of termination. Proposer will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

6.13 Termination for default

- District may, at its option, terminate or cancel an agreement, for any material violation of the provisions of the agreement. Such provisions generally include, but are not limited to:
 - Standard terms and conditions included in all contracts:
 - Product or service specifications
 - Delivery or completion requirements; or
 - Pricing and price escalation/de-escalation clauses
- District's termination of an agreement or of a Proposer's performance shall not restrict or abrogate any other remedy available to District that is provided either by law or under the agreement, unless other remedies are expressly limited by the terms of the agreement.
- Unless otherwise agreed upon in the agreement, District will provide Proposer written notice of its intent to terminate the agreement or Proposer's performance. If Proposer provided a

performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the agreement, the notice shall include:

- The effective date of termination,
- The grounds for termination,
- Notice of the time (if any) in which District will permit Proposer to correct the failure to perform.

6.14 Bankruptcy

District may terminate this agreement in whole or in part by written or telegraphic notice:

- If Proposer shall become insolvent or makes a general assignment for the benefit of creditors; or
- If a petition under any bankruptcy act or similar statute is filed by or against Proposer and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with "termination for default" clause.

6.15 Remedies

In case of PROPOSER breach, the parties agree that the DISTRICT is entitled to any available legal and equitable remedy. In case of DISTRICT breach, the parties agree that PROPOSER's remedy is limited to Contract termination and receipt of Contract payments to which PROPOSER is entitled.

6.16 Ownership of Work Product

PROPOSER agrees that all work products created or developed for DISTRICT by PROPOSER pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the DISTRICT. If any such work products contain PROPOSER's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, PROPOSER hereby grants DISTRICT a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. DISTRICT claims no right to any pre-existing work product of PROPOSER provided to DISTRICT by PROPOSER in the performance of this Contract, except to copy, use, or re-use any such work product for DISTRICT use only.

6.17 Hazardous Materials

PROPOSER shall notify DISTRICT before using any products containing hazardous materials to which DISTRICT employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon DISTRICT request, PROPOSER must immediately provide Material Safety Data Sheets to DISTRICT for all materials subject to this provision.

6.18 When Work is performed on District Property (Including Schools)

- Proposer shall comply with the following:
 - Identification. When performing work on District property, Proposer and Proposer's employees shall be in appropriate work attire (or uniform, if applicable) at all times. When required by schools and other District locations, each day Proposer and/or Proposer's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Proposer and/or Proposer's employees must display this tag on their person at all times while on District property.
 - No Smoking. All District properties are tobacco-free zones; Proposer and/or Proposer's employees are prohibited from using any tobacco product on District property.

- No Drugs, Weapons, or Firearms. All District properties are also drug-free, weapons-free and firearms-free zones; Proposer and/or Proposer's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property. The Proposer shall include a clause containing the substance of this clause in all subcontracts hereunder.
- No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Proposer will ensure that Proposer, any sub-contractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Proposer will work with the District to ensure compliance with this requirement. If Proposer is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Proposer shall so notify the District prior to beginning any Work that could result in such contact.

6.19 Background Checks

All company personnel that will be on District premises shall agree to a thorough background check, and possible random re-check. Proposer will provide the District with a list of all company personnel that will be on-site and will update/notify 4J Purchasing and the District HR department five days prior to new employees visiting sites.

6.20 Employee Removal

At the District's request, PROPOSER shall immediately remove any PROPOSER employee, agent, representative or subcontractor from all DISTRICT properties in cases where the DISTRICT in its sole discretion determines that removal of that individual is in the DISTRICT's best interests.

6.21 Confidentiality; FERPA Re-Disclosure: Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:

Except in very specific circumstances and as agreed in writing, PROPOSER shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that PROPOSER may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. PROPOSER is not to re-disclose information without prior written notification to and written permission of the DISTRICT. If the DISTRICT grants permission, PROPOSER is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by PROPOSER in the performance of this Contract must be used only for the purposes identified in this Contract.

6.22 Security

Any disclosure or removal of any DISTRICT matter or property by PROPOSER without the express written permission of the DISTRICT shall be cause for immediate termination of this Contract. PROPOSER shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against DISTRICT because of PROPOSER's willful or negligent release of information, documents, or property contained in or on DISTRICT property. DISTRICT hereby deems all information, documents, and property contained in or on District property privileged and confidential.

6.23 Compliance with Federal, State and Local Laws

Proposer shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. District shall have the right to terminate immediately this agreement if the Proposer fails to comply with such acts and regulations.

6.24 Compliance with Oregon Tax Laws

PROPOSER shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of Oregon Tax Laws constitutes a material breach of this Contract. Any violation entitles DISTRICT to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity.

6.25 Audit

Eugene 4J School District, The Oregon Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any book, documents, papers, and records of Proposer, which are directly pertinent to this specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions. Proposer must maintain all required records for three years after Districts make final payment and all other pending matters are closed. (2CFR 200)

6.26 Small, Minority, and Women Business

Pursuant to 2 CFR 200.321 and Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, District encourages the participation of minority, women, and emerging small business enterprises in all contraction opportunities. District also encourages joint ventures or subcontracting with minority, women, and emerging small business enterprises. For more information, please visit <http://www.oregon4bix.com/How-We-Can-help/COBID/>. If the Contract results in subcontracting opportunities, the successful Proposer may be required to submit a completed COBID Outreach Plan prior to execution.

6.27 Non-Discrimination Clause

PROPOSER agrees that no person shall be subject to unlawful discrimination based on race, color, gender, religion, national origin, U.S. military veteran status, marital status, disability, source of income, political affiliation, sexual orientation or age in programs, activities, services, benefits, or employment in connection with this Contract. It is further understood that any Proposer that is in violation of this clause shall be barred from doing business with the District, unless and until such time as a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

6.28 Pay Equity

As required by ORS 279B.235, PROPOSER shall comply with ORS 652.220 and shall not unlawfully discriminate against any of PROPOSER's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. PROPOSER's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause. PROPOSER may not prohibit any of PROPOSER's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another

employee or another person. PROPOSER may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

6.29 Indemnification

PROPOSER shall defend, indemnify and hold harmless DISTRICT, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgements (including attorney fees) recovered or made against DISTRICT for any damages, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of PROPOSER, its officers, employees, agents, or subcontractors related to PROPOSER's performance under this Contract. PROPOSER's indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to DISTRICT.

6.30 Equal Opportunity

In accordance with Federal civil rights law and U.S. regulations and policies, prospective bidders are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

This institution is an equal opportunity provider.

6.31 Oregon False Claim Act

PROPOSER acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by PROPOSER pertaining to this Contract, including the procurement process relating to this Contract that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, PROPOSER certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, PROPOSER further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against PROPOSER.

6.32 Ethics in Public Contracting

By submitting a proposal, Proposers certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or sub-Proposer in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, or services.

6.33 Hours of Labor

For those employees of Proposer covered or subject to Oregon employment laws:

- Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279A.055 and for all overtime worked in excess

of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

- Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055 the laborer shall be paid at least time and a half pay:
 - for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - for work performed on Saturday and on any legal holidays specified in ORS 279B.020.

For those employees of Proposer that are covered or subject to Oregon employment laws, Proposer must, pursuant to ORS 279B.020, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

6.34 Time Limitation on Claim for Overtime

To the extent any of Proposer's employees are covered by the Oregon employment laws, such covered worker employed by the Proposer shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Proposer within 90 days from the completion of the contract, providing the Proposer has:

- Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work; and
- Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

6.35 Access to Records

The Proposer agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Proposer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. The district shall not have access to any records or information, regardless of form, medium or method of communication that may identify individual employees, individual employee contact with the Proposer, employee counseling records, diagnoses, prognoses or treatment recommendations by the Proposer. Any information relative to employee use of the Proposer's services given to the District for the purposes of census, statistics or fiscal analysis shall be information in the aggregate and not identifiable or specific to individual employees.

6.36 Waiver; Severability

Waiver of any default or breach under this Contract by DISTRICT does not constitute a waiver of any subsequent default or a modification of any other provision of this Contract. In any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

6.37 Attorney's Fees

In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

6.38 Choice of Law

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon and litigation shall be in Lane County, Oregon.

6.39 Time is of the Essence

Time is of the essence in the performance of this Contract.

6.40 Amendments

Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties.

6.41 Entire Contract

When signed by both parties, this Contract (and any attached exhibits or supporting documents) is the final and entire agreement. As the final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

6.42 Notices

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

6.43 Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and be binding upon the Parties. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

6.44 Headings

The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

6.45 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform hereunder due to flood, fire, earthquakes, civil unrest, acts of God, acts of government, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of DISTRICT or PROPOSER, respectively.

SECTION 7 INSURANCE REQUIREMENTS

Proposer shall obtain at Proposer's expense the insurance specified in this SECTION C: Insurance Requirements prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Proposer shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to the District. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Proposer shall pay for all deductibles, self-insured retention and self-insurance, if any.

1 WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

2 COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the District. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

3 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance covering Proposer's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

4 PROFESSIONAL LIABILITY

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Proposer and Proposer's sub-contractors, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Proposer shall provide Tail Coverage as stated below.

5 EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

6 ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the Eugene School District 4J, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Proposer's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

7 WAIVER OF SUBROGATION

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

8 TAIL COVERAGE

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

9 CERTIFICATE(S) AND PROOF OF INSURANCE

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

10 NOTICE OF CHANGE OR CANCELLATION

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

11 INSURANCE REQUIREMENT REVIEW

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

ATTACHMENT A ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the Proposer certifies that:

1 Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

2 The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.

3 The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:

- The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
- Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
- No attempt has been nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
- Said Proposer is not in arrears to District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to District and has not been declared irresponsible, or unqualified, by any department of District or the State of Oregon, nor is there any proceeding pending relation to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none"): _____

4 The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.

5 The Proposer fully understands and submits its proposal with the specific knowledge that:

- The selected proposal must be approved by the School Board.
- In the event that the Proposer's response is accepted, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the appropriate District authority must approve the resultant contract.

Signature

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Eugene School District 4J to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Name of Proposer: _____

Signature of Proposer: _____

Title: _____

Date: _____

ATTACHMENT B
REFERENCES

Provide the names and addresses of five (5) agencies your company has provided services similar herein. District may perform reference checks to evaluate existing service.

VENDOR NAME: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

ATTACHMENT C
SIGNATURE PAGE

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting a proposal, represents that:

- The Proposer has read and understands the specifications and any drawings or attachments and the Proposer is made in accordance herewith.
- The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specification or any terms of this Request for Proposal may disqualify the Vendor as being non-responsive.

The undersigned certifies that the proposal has been arrived at by Vendor independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

NON-DISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

RESIDENT CERTIFICATE

The Bidder, pursuant to ORS 279A.120(1), (check one) is ____ or is not ____ a resident Bidder. If not, indicate State of residency: _____ .

PAY EQUITY CERTIFICATE

This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? YES / NO / N/A . [If the certificate was provided with the

Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

We therefore offer and make this proposal on furnishing the requested product and services at the prices indicated herein in fulfillment of the specifications of Eugene School District 4J.

Vendor Organization Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signer Name/Title: _____

Phone Number: () _____ Email: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT D
TAX CLASSIFICATION

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate
- Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) ___
Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Exempt Payee: Enter type of organization: _____
Note: See IRS Form W9 for types of payees exempt from backup withholding

Taxpayer Identification Number (TIN): _____
The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Vendor Statement

Vendor represents and warrants that Vendor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Vendor covenants that Vendor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Vendor to comply with the tax laws before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

Vendor Signature, Title

Date

ATTACHMENT E
CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Proposer Name: _____ Date: _____

Contact Name: _____ Telephone: _____ E-Mail: _____

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1 Is Proposer an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB and supply Oregon State Certification Number: _____

2 Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.

3 Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

4 Does Proposer foresee any subcontracting opportunities for this procurement? Yes No

- If no, do not complete the rest of this form and submit this first page with your Proposal.
- If yes, please complete the following page and submit all pages with your Proposal.

5 Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.

6 Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.

7 Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?

Company Name: _____

Authorized Signature: _____ Date: _____

Name of Authorized Representative: _____

Title: _____

**ATTACHMENT F
PROPOSED FEE SCHEDULE**

PROPOSED FEES FOR DUPLICATING CURRENT SERVICES

Proposals should include sufficient information to address initial start-up costs, staffing, Clinic administration, laboratory work, and medical supplies/equipment fees for the period July 1, 2023 through June 30, 2024.

Start-up costs (such as computers and initial staff recruitment cost)

- Proposals should include a brief description and itemization of these items.

ITEM OR SERVICE	QUANTITY	RATE	TOTAL

Staffing Fees

- Proposals should include all professional, support, and administrative personnel costs for operation and management of the Clinic. These costs should be based on a monthly payment and include insurance fees and cost of employee benefits.

STAFF POSITION	FTE OR HOURS	MONTHLY FEE	ANNUAL TOTAL

Laboratory Fees

- Proposals should include a brief description and an itemization or the basis of these fees.

ITEM OR SERVICE	QUANTITY	RATE	TOTAL

Clinic Equipment and Supplies Fees

- Proposals should include a brief description and an itemization or the basis of these fees.

ITEM OR SERVICE	QUANTITY	RATE	TOTAL

Fee Summary

ITEM OR SERVICE	MONTHLY FEE	ANNUAL FEE
Start Up Costs		
Staffing		
Laboratory		
Equipment and Supplies		
Total Proposed Fees		

Basis for 2023-24 and 2024-25 Rates

- Proposals should state the basis for establishing costs for periods July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025.

Proposed Fees for Alternate Proposals

- Proposals should include detailed fee schedules for each alternate proposal.

ATTACHMENT G 4J WELLNESS CLINIC STATISTICS

This section contains the following information:

- Clinic Utilization
 - Average visits per hours and days of the week
 - Total visits by month
 - Total medical care fees billed to health insurances
 - Total laboratory fees billed to health insurances
 - Frequent diagnosis summary

- District Health Insurance
 - Summaries of health insurance plan options
 - Summaries of employee enrollment per health insurance plan option

Information presented in this RFP is to be used exclusively for the purpose of preparing your proposal. Any other use or disclosure of this information without the advance written approval of the District is not authorized.

CLINIC UTILIZATION

Average visits per hour and day of the week:

Currently, the Clinic is open 9:00 a.m. through 6:00 p.m., closed for lunch from 1:00 p.m. to 2:00 p.m. during the school year, and with the last scheduled appointment at 5:30 p.m.

**Time of Day
Jan 2022-Dec 2022**

Hour Display	Visit Count	%
0900 - 1100	1,506	52%
1100 - 1300	127	4%
1400 - 1600	941	33%
1600 - 1800	299	11%
Total	2,873	100%

**Day of Week
Jan 2022-Dec 2022**

Week Display	Visit Count	%
Monday	380	13%
Tuesday	759	26%
Wednesday	675	23%
Thursday	686	24%
Friday	373	13%
Total	2,873	100%

Total Visits by Month 2022:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
271	217	234	240	246	235	206	257	208	255	272	232	2873

Total Medical Care Fees:

Jan 1, 2022 - Dec 31, 2022

Total Charges and Revenue

Facility	Charges	Self Charges	Payments	Payer Payments	Patient Payments	Contractual Adjustments	Payer Withheld	Writeoff Adjustments	Refunds	Claim Count	Patient Count
4J Wellness Clinic	\$ 1,121,549.12	\$ 1,984.00	\$495,981.54	\$495,756.54	\$ 225.00	\$ 568,738.24	\$ 3.97	\$ 47,374.49	\$ 1,630.92	3,690	1,189

Total Laboratory Fees:

Jan 1, 2022 - Dec 31, 2022

	Charges	Payer Charges	Self Charges	Payments	Payer Payments	Patient Payments	Contractual Adjustments	Payer Withheld	Writeoff Adjustments	Refunds	Claim Count	Patient Count
Lab CPT Totals	\$1,121,549.12	\$1,119,565.12	\$1,984.00	\$495,981.54	\$495,756.54	\$225.00	\$568,738.24	\$3.97	\$47,374.49	\$1,630.92	3,690	1,189

Frequent Diagnosis Summary

This data reflects data for January 1, 2022 through December 31, 2022

Diagnosis 2022

All Diagnosis Assigned at Visit

Diagnosis Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
Factors influencing health status	190	140	243	248	223	245	252	300	208	335	262	266	2912
Mental, Behavioral	98	70	98	74	80	84	68	96	76	100	99	102	1045
Symptoms, signs and abnormal clinic findings	90	75	74	77	91	78	67	74	65	71	82	72	916
Endocrine, nutritional and metabolic diseases	34	52	61	36	39	58	67	54	63	54	40	30	588
Diseases of the respiratory system	47	34	29	61	57	35	13	23	18	35	75	78	505
Diseases of the musculoskeletal system	22	38	33	46	45	37	35	51	22	34	37	22	422
Diseases of the skin and subcutaneous tissue	19	20	33	27	36	15	27	31	26	25	36	21	316
Diseases of the circulatory system	19	15	20	15	14	26	25	20	19	30	19	11	233
Diseases of the genitourinary system	13	18	23	17	9	12	18	23	14	18	17	17	199
Certain infectious and parasitic diseases	19	11	20	12	7	14	4	9	7	14	21	16	154
Diseases of the ear and mastoid process	8	10	16	17	13	10	7	11	7	15	17	7	138
Injury, poisoning, and certain other consequences	9	6	13	10	11	15	12	10	13	7	17	9	132
Diseases of the nervous system	11	17	12	10	7	14	12	13	13	10	3	6	128
Codes for special purposes	16	8	2	4	12	11	12	6	10	5	3	4	93
Diseases of the digestive system	3	6	5	14	5	2	6	8	7	11	7	4	78
Diseases of the blood and blood forming organs	7	6	7	6	7	2	6	5	6	2	2	4	60
Diseases of the eye and adnexa	5	4		6	3	4	3	4	5	7	5	2	48
Neoplasms		4	5	3	2	2	4	1	1	3	3		28
Congenital Malformations	1	3	2	2	3	2	4	2	2	2	3		26
External causes of morbidity	1			1	5	2		4	1	2	6	3	25
Pregnancy, Childbirth, and the Puerperium					1	2	1	1					5
Grand Total	612	537	696	686	670	670	643	746	583	780	754	674	8,051

Any numbers provided herein are for informational purposes only and in no way does it commit the District to providing Selected Proposer with a minimum or guaranteed amount of business.

DISTRICT HEALTH INSURANCE

- Summary of health insurance plan enrollment
 - District employees eligible for health insurance benefits include:
 - Regular Classified, Licensed and Administrative employees scheduled for half-time (0.5 FTE) or more;
 - Early retirees who are not yet eligible for Medicare;
 - Licensed substitutes (guest teachers) who meet the minimum work hour requirements to qualify for benefits.
 - District employees eligible to receive services from the Clinic include:
 - Insurance eligible Administrative, Classified and Licensed active employees and their insurance eligible dependents*
 - Licensed substitutes who are covered on the District’s insurance plan (with or without a District contribution), and their insurance eligible dependents*
 - Administrative, Classified and Licensed retirees who are covered on the District’s insurance plan, and their dependents* who are covered on the District’s insurance plan
 - Administrative, Classified and Licensed retirees or their dependents* who are currently eligible for reimbursement of Medicare supplemental insurance premiums under the ‘carve-out’ provision

** As of this writing, Clinic staff members are able to provide medical treatment only to patients age four (4) and older.*

Current Participation in the District health insurance plans:

	Kaiser Plan 2	Moda Plan 2	Moda Plan 3	Moda Plan 4	Waive/Opt Out	Total
Employees	412	394	579	621	132	2138
Retirees	20	24	29	68	n/a	141
Subs	0	0	1	4	n/a	5

Summary and comparison of District health insurance plan options

District health insurance is administered through the Oregon Educators Benefit Board (“OEBB”), which is a part of the State of Oregon Health Authority. Plans are subject to change annually with implementation of plan changes effective October 1st each year. Currently, the District has chosen to offer Kaiser Plan 2, Moda Medical Plan 2 (licensed, licensed retirees, and licensed subs only), Moda Medical Plan 3, and Moda Medical Plan 4. Pharmacy coverage is included in the health insurance plans. A summary of these plans are incorporated into this RFP as Attachments 3-12 and the full plan documents are available on-line at:

<https://www.oregon.gov/oha/OEBB/pages/handbooks.aspx>



March 1, 2023
Eugene School District 4J
200 N. Monroe Street
Eugene, OR 97402
RFP Solicitation #23-294

Dear Wellness Clinic Health Care Services selection committee,

Thank you for allowing Cascade Health to propose wellness service to meet the needs of 4J School District (4J). It is sincerely an honor to be considered for this important opportunity and we welcome the chance to demonstrate how our experience has helped employers improve employee health, productivity, and workplace morale, while ensuring the very best care is delivered economically. Cascade Health is a local, non-profit organization dedicated to improving the quality of life in our community by providing high-quality, charitable, compassionate healthcare. Our core values of integrity, professionalism, respect, and relationships are embraced by our staff and reflected in the services that we provide.

The opportunity to provide wellness clinic services to 4J employees and dependents since 2012 has been a profoundly positive experience for Cascade. Our clinic staff describes their patient relationships as “the most rewarding” of their careers. The strength of our partnership allowed for the delivery of care, during the most challenging years of the COVID-19 pandemic, while maintaining a safe and secure environment.

Because we are an independent organization, Cascade Health has a strong history of community collaboration and our unique array of services places us in an ideal position to work closely with 4J to collectively improve the health and well-being of your employees and their dependents. Additional strengths of Cascade Health include:

- Proven 22-year history of successfully operating employer-based wellness clinics.
- Strong, stable financial standing as demonstrated in annual reviews by Jones and Roth, Inc.
- Trusting and positive healthcare relationships with over 6,000 employers and 40,000 employees
- Recognition as one of the 100 Best Nonprofits to Work for in Oregon for over 10 years, allowing for the Hall of Fame induction.
- Expert team of dedicated, passionate, and caring health professionals

We are grateful for the opportunity to respond to your needs, and we are confident that our strong history of serving the community and local businesses in practical, meaningful ways will be evident in the documentation you are about to review.

A handwritten signature in black ink that reads 'T. Brooke'.

Travis Brooke,
Director of Occupational Health Services



Request for Proposal
Wellness Clinic Health Care Services
Solicitation # 23-294

2650 Suzanne Way Suite 200
Eugene, OR 97408

Presented by:
Travis Brooke
Director of Occupational Health
Phone: 541-228-3145
Fax: 541-228-3185
tbrooke@cascadehealth.org

Submission Date: March 1, 2023
Acknowledge receipt of no additional Addendum on
February 24, 2023

Table of Contents

<i>Clinic Objectives</i>	2
<i>Clinic Requirements</i>	6
<i>Operations</i>	16
<i>Reporting</i>	18
<i>Proposal Assumptions</i>	19
<i>District Obligations</i>	19
<i>Selected Proposer’s Obligations</i>	20
<i>Fee Schedule</i>	22
<i>Describe Alternate Design(s)</i>	24
<i>Address Evaluation Criteria</i>	25
<i>References and Credentials</i>	32
<i>Proposed Fees</i>	34
<i>4J RFP Attachments</i>	43
<i>Attachment A: Additional Representations</i>	44
<i>Attachment B: References</i>	46
<i>Attachment C: Signature Page</i>	48
<i>Attachment D: Tax Classification</i>	51
<i>Attachment E: Certified Disadvantage Business Outreach Plan</i>	53
<i>Attachment F: Proposed Fee Schedule</i>	56
<i>Attachment G: 2021 Financial Statement</i>	59
<i>Attachment H: 4J Monthly Wellness Clinic Report</i>	87
<i>Attachment I: 4J Patient Care Survey</i>	96
<i>Attachment J: PCPCH Certificate</i>	99
<i>Attachment K: Pay Equity Certificate</i>	106

DESCRIPTION OF PLANS TO DUPLICATE CURRENT SERVICES

Clinic Objectives

1. Increase Access to Medical Care Services

Cascade Health, a nonprofit rooted in Lane County has and will continue to, work with 4J School District (4J) to promote the Wellness Clinic and its array of services. The Clinic has the capacity to provide the entire scope of primary care services for individuals or can be utilized in collaboration with a community primary care provider for prevention, wellness and acute care needs.

High deductibles, wait times, and delay in appointments are all contributing factors to decreasing availability and access at community based primary care clinics. On all fronts the Clinic offers a preferred response by removing cost barriers to care while offering 4J employees and dependents same day access or appointments within 48 hours of their request.

2. Improve Health Outcomes for Employees and Their Families

Cascade Health is focused on improving the health outcomes of 4J employees, retirees and their families through management of chronic health conditions, promotion of preventative healthcare, increasing rapid access for acute care needs, and use of annual screenings in conjunction with improved communication across healthcare providers. As a Tier III Patient Centered Primary Care Home (PCPCH) we are able to facilitate improved health outcomes at lower costs for patients. Research demonstrates (Agency for Healthcare Research and Quality) that Primary Care Home practices are five percent less costly than standard primary care practices, while delivering improved health through management of chronic health conditions, increased preventative care screenings, reduced readmissions to hospitals, and improved care coordination across healthcare providers.

Additionally, Wellness, lifestyle change, and behavioral health are emphasized and promoted by Clinic providers as important components of overall health and wellbeing. Wellness events, health coaching, in coordination and collaboration with MODA and Kaiser resources, and recommendations for preventive health screenings and examinations have been, and will continue to be, promoted to clinic eligible individuals and their families. These services, in conjunction with the clinic's services, contribute to enhanced health outcomes for employees and their families.

3. Improve Treatment and Compliance for Patients With Chronic Health Conditions

Cascade Health has a long history of a success in treating chronic health conditions by integrating quality medical treatments and ongoing care in conjunction with behavioral health and other support services. In addition to this diverse methodology, the PCPCH approach and

outcomes for patients with chronic health conditions has been highly successful. A PCPCH approach has long been recognized as a means of improving outcomes in chronic disease management (American Academy of Family Physicians, American Academy of Pediatrics and American College of Physicians). The principles and practice of PCPCH includes core attributes at the 4J Wellness Clinic as operated by Cascade Health. These principles include:

- On-going relationship with a provider;
- Whole-person orientation to care;
- Coordinated care across the health system;
- Quality and safety;
- Enhanced access to care; and
- Payment that recognizes value added services.

The approach dictates the on-going, continual care of patients beyond the provision of episodic office visits. This is a clear benefit in the treatment of patients with chronic health conditions who require routine monitoring, medication adherence, lifestyle changes, and regular contact outside of scheduled appointments. These patients often benefit from the accessibility of integrated behavioral health services at the Clinic.

In addition to the Clinic Medical Providers and Behavioral Health counselors, Cascade Health has a diverse array of professionals and resources to provide expertise, consultations, and guidance for care plans that meet the unique needs of each patient. Our Certified Diabetic Educators are available to provide education and skill development to diabetics of the Clinic. Highly skilled counselors provide behavioral health services for those individuals whose presenting physical symptoms and chronic health conditions can be managed and improved through counseling. Licensed Dietitians are available to help guide those trying to navigate the ever-changing dietary needs involved with chronic health issues. Occupational Therapists can provide support for patients whose symptoms can be aided by physical therapy. This team approach provides the best care for patients with chronic health conditions.

4. Provide Health Screening Services

Cascade Health has and will continue to provide annual, episodic and periodic health screenings in the form of annual physicals, sports physicals, well-child exams, new patient physicals, biometric screenings and routine lab draws at the Clinic. It has been a focus for Cascade Health, through support from the Joint Benefits and the Wellness Committees, to encourage 4J employees and dependents to complete biometric screenings in association with an appointment at the Clinic. This focus serves to establish a positive relationship with a provider, improve collaboration with community providers, as well as the financial benefit of having the eligible individuals establish care.

If desired by the Joint Benefits Committee, Cascade Health's Wellness Department also has the expertise and availability of qualified nurses to work with 4J to coordinate events to provide

biometric screenings at different locations throughout the District. Aggregate data from these screenings, that protects the confidentiality of individual employees, can be provided to highlight areas of focus for your population and to inform future wellness initiatives.

5. Promote Participation in Health Coaching and Care Management Offered Through Our Health Insurance Provider

Our providers and staff encourage patients to access resources, information, and health coaching through MODA/ODS and Kaiser on-line and telephonically. Providers and staff alike refer patients to resources available to members through the Nurse Advice Line for the following services:

- Care coordination
- Case management nurses to facilitate and aid in accessing and follow-through on referrals
- Health coaching to reinforce changes associated with chronic disease management, in particular changes needed in the management and care for patients with diabetes.

6. Promote Health and Wellness

Promotional opportunities occur as an integral part of each office visit. During the visit, providers and staff offer patients information, not only on their specific presenting problem, but on keys to increasing their overall health and well-being. This is accomplished first and foremost by the quality of relationship between the providers and the employee, retiree or dependent. The trusting relationship between our staff and the individuals they serve is essential to ensuring that they provide the right mix of medical and coaching skills to inspire people to make dramatic, long-term health changes in their lives. Cascade Health accomplishes this through longer appointments, at least 30 minutes and up to 60 minutes, allowing providers to take the time they need to treat the whole person, not just a list of symptoms. Whether a patient comes to the Clinic for a flu shot, acute symptom, chronic disease management, or an annual exam, we approach each person holistically and recognize that all aspects of life – physical, emotional and financial- come together to influence health habits and lifestyles.

7. Reduce Reliance on Emergency Room and Urgent Care

By offering mostly same-day or next-day appointments, we have been able to treat acute and chronic health needs in the clinic, avoiding unnecessary referrals to emergency room (ER) or urgent care appointments whenever possible. We have also implemented a 24 hour/7 day a week RN Call line for patients to call after hours. This service connects patients with a RN who can assess and triage calls based on presenting needs. This assures that a patient accesses the ER when it is needed but assists in avoiding unnecessary visits.

8. Reduce Costs for Employees and For The School District's (OEBB) Health Plans

The Clinic directly reduces the cost of health care for employees and dependents since co-payments and co-insurance costs are waived for office visits and lab draws. Health costs for employees are further reduced through proactive management of health risks and chronic health conditions. The Clinic reduces costs for OEBB health plans by reducing emergency room and urgent care visits, and providing continuity of care, timely access to needed providers, prevention services, active management of chronic health conditions, health screenings to promote wellness, and education about the value of healthy lifestyles and health management.

In October 2014, Cascade Health achieved Tier III PCPCH certification with Oregon Health Authority. This certification allows the Clinic providers to become preferred providers with the OEBB health plan (MODA) and offers the Clinic significant increases in reimbursement for the same services. In 2022 the Clinic provided 2,620 office visits and received \$495,757 reimbursements, averaging \$189 per visit for this level of care. Our PCPCH status is a benefit to patient care and has significantly reduced costs to employees, the health plan, and to 4J.

Further, in Lane County, there is a shortage of primary care providers resulting in long waits to get an appointment for acute needs and preventative exams. It is especially difficult to find a primary care physician if an established relationship does not exist. These two factors increase the likelihood of using Urgent Care and Emergency Room for all levels of care. The Clinic provides rapid access for requested services, assuring that early and timely intervention keeps diseases from progressing and illnesses from becoming more severe. Easy and timely access, in conjunction with avoidance of the higher cost of Urgent Care and ER visits, reduce costs for employees and OEBB health plans.

9. Improve Employee Productivity and Reduce Absenteeism

It has been well established that when employees are healthy, they are more productive on the job, present physically and mentally at work, and absenteeism is reduced. Good health promotes higher energy levels, morale, mental capabilities, physical stamina, attentiveness, mood positive response to stress, and self-confidence. This in turn contributes to a well-adjusted employee who is productive and present, contributing to a positive work environment.

4J has invested in this model of employee health long before most employers, for close to 30 years, and the culture of the District has benefitted from this long-term and on-going investment in employees' health. Our goal in this partnership is to support your employees on the journey to better health and wellness through outstanding, trusting relationships with providers and staff who see the employee holistically and who develop shared goals & expectations for their health.

Preventative care and early identification of health risks and issues are critical pieces to improving overall health and reducing employee absenteeism. By reducing wait times and cost barriers, 4J employees are encouraged to seek help for minor health concerns before they become major health issues that require more time to treat.

In addition, an on-site clinic reduces wait times and allows employees the opportunity to return to work more quickly. Our Clinic runs on time and allows employees to spend their time with a provider, rather than in the waiting room.

Cascade Health has integrated behavioral health services into the Clinic to respond to health issues that are impacted by behavioral issues and/or challenging life events. Through appropriate and timely behavioral health interventions, the employee has an even greater likelihood of staying engaged and focused at work, which in-turn contributes to a higher level of morale and employee satisfaction.

Clinic Requirements

ON-SITE CLINIC SERVICES

a. Preventive Care Services

A core principle of PCPCH is the provision, promotion and assurance of preventive care services. At the Clinic we offer an array of key preventive care screenings, testing and interventions:

- Wellness and health promotion counseling
- Biometric screenings and coaching
- Immunizations/vaccinations
- Depressions screening
- Complete Annual exams for men and women
- Well-child exams
- Diabetic Wellness exams
- Aspirin use
- Vision screening
- Colorectal cancer screening
- Breast exams/cancer screening
- Diet screening and counseling
- Hepatitis B and C screening
- Self-care training
- Early identification of mental health disorders
- Sexually transmitted infection and disease prevention counseling
- Tobacco use screening and intervention
- Alcohol and drug abuse screening

These screenings and tests are used in conjunction not only with care provided at the Clinic, but also in collaboration with community based providers as well as in support of on-line resources available through MODA's on-line directory of preventive care resources.

b. Acute Episodic Services

Acute care visits are very common at the Clinic. Types of services we provide include:

- Respiratory illness diagnosis and treatment
- Diagnosis and treatment of injuries
- Cold and flu diagnosis and treatment
- Covid screening and treatment
- Td/Tdap, tetanus and other adult vaccinations
- Acute infections (strep tests, ear lavage, etc.)
- Gastrointestinal problems
- Dermatological diagnosis, treatments and removal (warts, rashes, tags, fungus, etc.)
- Urinary symptoms
- Non-emergent, ill-defined symptoms (i.e. dizziness, leg tingling, pain or discomfort, etc.)
- Acute mental health issues diagnosis and treatment
- Musculoskeletal pain, numbness, and discomfort
- Wound care
- On-the-job injury assessment and first aid treatment
- Patient transport for non-emergent treatment
- Minor surgery
- Suturing and suture removal
- Nail removal
- Vision or eye care symptoms
- Fatigue/sleep disturbance
- Fitness counseling
- Prescriptions

Visits for acute care needs are a priority for same day or next day appointments. The goal is to maximize care at the clinic while minimizing the use of urgent care or emergency room visits for services that are available at the Clinic.

c. Lab Services, Including Periodic Cholesterol Screening

Lab draws are available at the clinic for blood analysis, as ordered by the Clinic providers, as well as for periodic cholesterol screenings. Lab services are available five-days a week, through-out the hours of Clinic operation, with the availability of some early morning draws.

d. Chronic Condition Management Services

The Clinic provides chronic health management services for a myriad of on-going health concerns of 4J employees, dependents and retirees. The types of conditions that providers and teams assist patients in managing include:

- Diabetes
- High blood pressure monitoring
- Depression and other mental health disorders
- Pulmonary function testing
- Chronic obstructive pulmonary disease
- Hypertension
- Chronic fatigue and malaise
- Lipid panels
- Allergies
- Management and non-pharmacological treatment of chronic pain
- Obesity
- Nutritional counseling
- Heart disease
- Asthma
- Arthritis and fibromyalgia management
- Sexually transmitted diseases

Management of these chronic conditions requires adherence to clinical standards, protocols and patient engagement. We utilize the patient portal to regularly engage and communicate messaging for ongoing concerns.

e. Referrals for Services Not Available at the Clinic

Referrals are currently made for diagnostic testing and to in-network physicians who specialize in different areas of medical care. Our providers link 4J employees, dependents and retirees to a continuum of clinics, providers and resources that they refer to in support of chronic needs, presenting problems, diagnostics, and treatment that is either beyond the scope of the practice for a mid-level provider or is not available at the Clinic. Patient preference is honored when making referrals.

Referrals to services outside of the clinic are a team-based process aimed at maximizing effectiveness, timeliness, tracking, and incorporating consultations and test results into our Electronic Medical Record (EMR) and treatment plans. Our medical assistants coordinate the referral ensuring necessary information and detail is available at the time of the appointment. Our front desk staff track, follow-up and assist with getting the results or outcome of the referral back to the Clinic provider and incorporated into our EMR. The communication keeps our providers in the loop on care outside of the clinic which helps to limit unnecessary labs, treatments or inappropriate care to a minimum. It also ensures that care is coordinated between specialists and the Clinic for best patient outcomes and support. In 2022 we made and followed-up on 668 referrals to outside providers.

f. Telephone and/or On-Line Consultation and Follow-Up

Telephonic and online communications between the Clinic care team and 4J employees, dependents and retirees is a common practice at the Clinic. Calls come into providers for the following concerns:

- Follow-up on previous treatments
- Requests for refill on medications
- Triage of health related questions or concerns
- Interventions that can be managed without a visit
- Assistance with interpretation of results of testing or imaging

Providers initiate calls and portal communications to communicate lab and imaging results, offer details associated with side-effects of medications, follow-up on clinical findings from referrals, and discuss clinical treatment options. Of the 2,620 provider visits at the 4J Clinic in 2022, 1,076 (41%) were provided via telehealth.

g. Referrals to Health Coaching and Care Management Through OEBB

Our providers' currently refer patients to the resources available to them through the OEBB Members MODA and Kaiser websites. We also emphasize the value of health coaching and care management that is available through OEBB, and help connect patients with this resource. The patient portal is an excellent collaborative resource offering patients a single location to get a variety of needs met.

h. Appointment Scheduling. Include how appointments will be prioritized and what kind of wait times can be expected for varying types of appointments

Appointments are scheduled anywhere from 3 – 48 hours from the time of their request. Appointments can be requested via a telephone or online communication. As a result of our policy to facilitate same day appointments, and the nature of the Clinic, we are able to respond to requests for appointments in a very timely manner. Requests for acute care are prioritized for same day appointments. The only appointments that we schedule out beyond three days are recheck visits, as directed by the provider to ensure normal progress is made on the presenting problem, and annual or periodic exams, or lab draws.

i. Monitoring Quality and Cost-Effectiveness of Care:

We monitor quality across standards established by Oregon Health Authority's Patient Centered Primary Care Home initiative. There are six standards that we track to ensure quality care is being provided, these are:

Access to Care: This standard measures patient satisfaction, after-hours access to care, continuous access to clinical advice, same day access; and use of an EMR. We meet or exceed these standards.

Accountability: This standard requires that:

- Quality outcomes are tracked for Diabetic patients,
- Performance data is used to identify opportunities to improve quality of clinical care, efficiency, and patient experience,
- Utilization of care by Diabetic patients.

We meet or exceed these standards.

Comprehensive Whole-Person Care: This standard requires that the Clinic:

- Offers and coordinates recommended age and gender appropriate preventive services,
- Offers comprehensive care including coordination of care, office-based procedures and diagnostic tests, patient education and self-management support,
- Uses a strategy for mental health and substance abuse screening and intervention,
- Completes, at least annually, a health assessment and intervention for high risk health behaviors.

We meet or exceed these standards.

Continuity: This standard requires that

- the percentage of patients assigned to a specific provider is measured,
- the percentage of patient visits with assigned provider is measured,
- health records are accurate and up-to-date and contain problem list, medication list, allergies, basic demographics, preferred language, BMI/BMI percentile, immunization record, and updates at each visit or contact,
- clinic information is shared with community providers and entities,
- there is a written agreement with community hospital(s) for referral and discharge planning, and
- medication reconciliation is completed at each visit.

We exceed these standards.

Population data management: This standard requires that the EMR can identify, aggregate and display updated data on the patient population across key metrics; patients are informed of their care team and encouraged to work directly with their specific team for continuity of care; tests/exams ordered by the care teams are tracked; confidential notification of results to patients and families with interpretation is provided; and referrals to consulting specialty providers are tracked and monitored. We exceed these standards.

Language/Cultural Interpretation: This standard requires that translation services are offered to meet language needs of the patient population; patient-specific

education materials and resources are offered; patient satisfaction surveys are offered to determine the level of patient experience in regards to communication, coordination of care, and staff helpfulness; and written patient rights, roles and responsibilities are provided to all patients. We meet these standards.

Research has consistently demonstrated that PCPCH, if fully implemented, is a cost effective model of care across the continuum of health care, from preventive services to chronic disease management. Since 2015, we began tracking reimbursements associated with care provided at the Clinic to measure the impact of PCPCH on the overall cost of operating a clinic. This has offered a pre and post sampling of costs, reimbursements, and associated activity. The data demonstrates the cost-effective decision to become a PCPCH clinic.

j. General Education, Marketing and Communication of Clinic Services Such as Welcome Mailing, Targeted Mailings, Email, Out-Bound Telephone Calls, Social Networking Tools

We have participated with the Wellness Committee and JBC to complete various marketing strategies that promote the Clinic. These have included presentations; participation in the annual 4J Benefit Fair to promote the Clinic and allow employees to meet Clinic providers; availability of biographies of Clinic employees; assistance in the creation of an on-line survey; targeted mailings; and other opportunities to promote general education and awareness of the Clinic. Even with the challenges of COVID of presenting and meeting in person, the clinic has been able to show continued strong engagement through virtual offerings.

YEAR	PROVIDER VISITS (MONTHLY AVG)	ALL CLINIC VISITS* (MONTHLY AVG)
2019	260	318
2020	242	316
2021	241	307
2022	218	273

The table reflects our increased emphasis, on provider office visits which have the greatest return on investment for the Clinic and for the collaboration with 4J.

k. Identification of High Risk Patients and Engaging Them in Appropriate Care

High Risk patients are identified by their age, length of their problem list, and number of medications, presence of collaborative treatment by a specialist, and underlying psychiatric or substance abuse issues. These conditions are easily identifiable in the EMR, which offers

alerts and notice to providers when patients are out of compliance with treatment protocols. Further, MODA provides our PCPCH clinic with a monthly report on our patients, deemed by MODA as high risk. We use this registry to reach-out to, engage and monitor their participation in their health either through the Clinic or with community based providers.

An example of our care for high risk participants is as follows. Since late 2014, we have been following the state-wide best practice goal of improving the management of diabetic patients. Through our EMR we were able to identify all patients who have a diagnosis of diabetes. We cross-referenced any diabetic patient who was being cared for by a community based provider to create an active patient registry list. All newly diagnosed patients were eligible to receive an assessment and treatment class through our Diabetes Nutrition and Education Department. Currently, the Clinic has 25 patients in our registry. All twenty-five patients have been seen in the past six months....and 19 have had their diabetes score taken and 16 have scores at a properly managed level. Our team follows up with patients who are considered poorly controlled with phone calls, letters, portal communications and patient education materials to encourage their healthy behaviors.

I. Insurance Billing and Payment Processing Related to Patient Visits

Cascade Health has a separate Billing Department under the oversight of our Accounting Director, Arianne Rizzi. These dedicated and skilled staff are experts in insurance billing and payment processing related to patient visits and services. We also have certified coders that review each bill prior to submittal to assure that the proper ICD-10 codes and level of services for each visit are accurate. On a daily basis claims are billed out to insurance companies via our EMR. Prior to billing all information is verified and submitted electronically.

Payments are also checked and confirmed on a daily basis. When payment is received we verify that it is paid correctly and then posted to the patient's account. If the claim is paid incorrectly our billing staff contact the insurance company to investigate the reason and then apply the fix. Occasionally this includes communicating with providers regarding a higher level of detail relating to the services provided. On a monthly basis billing staff review accounts receivables to determine the status on any past due payments and to facilitate payment.

OPTIONAL SERVICES

a. Treatment for Work-Related Injuries and Occupational Diseases

In our current model of care at the Clinic, work-related injuries and occupational disease interventions are referred to and treated at Cascade Health's well established and fully staffed Occupational Medicine Clinic. While contractually we have offered and provided an initial assessment of work-related injury or illness at the Clinic, this service has not

been utilized on a consistent or frequent basis. After an internal study, new best practices dictate that these two disparate types of health care are best served by unique provider pools.

The potential for a dual relationship between a primary care provider and an occupational medicine provider and their patient can hinder the trust vital to an effective primary care relationship. Potentially the patient can feel that their provider is siding with the insurance company or employer in disputed Workers' Compensation claims or in complicated evaluations of fitness for duty or occupational diseases. These different relationships could have negative impacts on the perception of Clinic personnel.

However, we believe we can have the practices co-exist if work-related injuries are seen by a provider specializing in Occupational Medicine and dedicated to seeing these patients only. They can benefit from the organizational trust built by the primary care personnel, but maintain their own relationship that does not harm the long term clinic relationship. Occupational Medicine providers would also have the capability to perform on-site DOT certifications that do not require additional testing such as strength testing, drug testing, or audio testing. In this scenario, based upon past utilization of Occupational Medicine by 4J employees, a provider would be on-site a half day per week and an hourly rate would be charged to the school district for this service.

b. Health and Wellness Seminars

A variety of health and wellness seminars are available to 4J employees through Cascade Health. Topics include but are not limited to managing stress, reducing anxiety, coping with depression, effective communication techniques, and handling change and transition. Trainings can also be customized to specific topics as requested, and can be offered in person or virtually. After our initial contract with 4J, in July 2012, we added a Diabetic intervention component to address the growing volume of patients with pre-diabetes and diabetes. We will continue to work with 4J to offer a variety of monthly and quarterly communications as determined or recommended.

c. Efforts To Improve Total Worker Health

Initiatives to improve total worker health are important for any business or organization. Keeping workers safe is fundamental to a Total Worker Health Program. 4J School District has demonstrated their commitment to a healthy workforce through their investment in the Wellness Clinic and in other wellness programs offered to employees. Through their partnership with Cascade Health's Occupational Medicine clinic they have been able to positively contribute to worker safety, health and well-being, while addressing changing worker demographics.

Cascade Health recommends specific services to augment the Wellness Clinic and wellness programs currently offered – continuation of Integrated Behavioral Health services into the Clinic, offering on-site health screening fairs at multiple school locations, on-site visit options to evaluate environment and ergonomic conditions by members of our Occupational Medicine team, and expanding Diabetes services to pre-diabetics and other diagnosis.

Integrated Behavioral Health. There is a convincing body of scientific and clinical evidence that physical and mental health are interrelated, and therefore treatment for these conditions should be provided in an integrated fashion to truly improve total worker health. Behavioral health conditions and work-related stress affect nearly one of five Americans and lead to costs upwards of \$57 billion a year, many of whom historically have only sought care from their primary care provider. Total worker health requires us to identify and treat the underlying and often undetected mental health disorders that are present in 69% of patients presenting symptoms. Use of mental health professionals plays a critically important role in the treatment of chronic health conditions. Studies have shown that when the highest groups of medical utilizers received problem focused behavioral health interventions, the overall cost of their medical care decreased, even when the cost of behavioral health services was considered.

Up until March of 2020, the Clinic was staffed with a behavioral health provider on-site to provide counseling services roughly one to two days per week. In 2019, 276 hours of on-site counseling was provided roughly 8-10 hours per week. With Covid restrictions, in-person counseling was not possible, so patients were seen virtually. This in virtual counseling allowed patients to be seen Monday through Friday from 8am to 7pm. This greatly increased appointment availability and access to care, and the number of providers available. In 2020, 437 counseling hours were provided, and in 2021 this increased to 551. Clinic staff are in close contact with behavioral health providers, sharing an EMR, coordinating patient care, and ensuring follow-up. Regular monthly meetings between on-site staff and behavioral health help facilitate these relationships.

On-site health screenings. On-site health screenings are an excellent service to evaluate the health risk of each employee and the workforce as a whole. Our worksite wellness professionals (occupational nurses, exercise physiologists and registered dieticians) work collaboratively with the medical staff at the Clinic to coordinate the following screenings:

- Cholesterol (HDL, LD, Triglycerides)
- Body Mass Index/Height and Weight
- Blood Pressure/Resting Heart Rate
- Step Test (Cardio Pulmonary Fitness)
- Hemocult Test (Colorectal Cancer)
- Influenza Shot (Flu Shot)

- Covid Vaccine
- Grip Strength Test
- Diabetic Test

These health screenings would be offered at multiple school locations throughout the District to target employees who do not regularly access care at the Clinic. As a result, a broader pool of employees would be reached with initiatives to improve the health and wellbeing of the workforce. An added benefit to these screenings would be to increase the awareness of the services available through the Clinic.

On-site physician visits and ergonomic consultations. A major area of focus for Total Worker Health programs is to prevent the risk of musculoskeletal disorders. Currently the 4J School District has been proactive by testing for range of motion and physical capacity during the new hire process. To provide education through the worker life cycle we would recommend a yearly tour of all physically demanding work environments with our team of Occupational Medicine Physicians and Therapists. Through this process we can provide feedback on ergonomic recommendations as well education on self-management strategies to decrease arthritis and repetitive motion. If further consultation is needed we can setup education and training courses as well as full ergonomic evaluations for an hourly fee.

Diabetes & pre-diabetes screenings and interventions

An increasingly crucial service that Cascade Health offers is expertise in diabetes and pre-diabetes screening, education and intervention. With the exponential rise in Type II diabetes diagnoses, the value of identifying and intervening is invaluable compared to the cost of the current intervention strategy. In real dollars, the cost of care for people with diabetes now accounts for greater than \$1 for every \$4 health care dollar spent in the United States. To give perspective the average cost of care for an individual with diabetes is \$20,772, compared to the average of \$7,900 to insure an average adult. Proper diabetes management can help prevent costly compromising health complications, such as kidney and eye disease, reduced risk for heart attack or stroke, and circulation problems. People with diabetes are two to three times more likely to have depression than people without diabetes. As prevalent, costly and challenging that diabetes is to our community, people with diagnosable prediabetes is now estimated to be 38% of U.S. adults, while only 19% report being told of this reversible health (Centers for Disease Control and American Diabetes Association).

Our Diabetes Nutrition and Education program is nationally recognized by the American Diabetes Association, helps those living with diabetes understand all aspect of the disease and how to manage it. Our program has a history of collaborating with the 4J Wellness Clinic to reduce barriers to diabetic education and intervention services to

patients referred for care. The optional service proposed is to provide easy access to diabetic education and intervention and to add pre-diabetes patients to improve their health and reduce healthcare costs in the short and long term.

The proposed model would include services by a Certified Diabetic Educator and two visits per patient. This service would be delivered by telehealth or in-person at the 2650 Suzanne Way offices. A third intervention is a pre-diabetes education group option with a minimum of six patients enrolled delivered at the 4J Wellness Clinic.

Operations

1. Establishing Clinic as A Medical Home For Patients

Cascade Health is an established Tier III Patient Centered Primary Care Home, certified originally in 2014 and recertified by the Oregon Health Authority every 2 years. Our last certification was just completed and recertified in early 2023. Please see attached PCPCH certificate.

2. Establishing Clinic Health Care Providers As Preferred Providers With The District's Health Insurance Carrier (ODS/MODA)

As a certified Patient Centered Primary Care Home, our providers, Michelle Davila, FNP and Shannon Micheel, FNP are preferred providers with ODS/MODA/Kaiser.

3. Recruitment and/or Assignment of Staff, Including The Role Of The JBC and The District's Wellness Committee

We have a full complement of staff currently working at the clinic – one clerical staff (front desk), two medical assistants, and two providers. All changes in staffing have been discussed with the 4J Wellness Committee. When adjustments in staffing levels at the Clinic are recommended, a proposal is presented to the JBC for consideration. Recruitment of new staff members is coordinated with Cascade's Human Resources Department who assists with advertising, screening of applicants, and the hiring process. When interviews are conducted, Wellness Committee members are invited to participate on the hiring committee to assure that the candidates would be a good fit for 4J employees.

4. Salary and Benefit Levels for Staff. Please Provide A Copy Of The Current Collective Bargaining Agreement For Covered Positions If Applicable

Our salary ranges are based on a periodic comprehensive review of local and regional salary surveys that is coordinated by Cascade's Human Resources Department. Full benefits are

provided to employees who work 24 hours per week (.60 FTE). There is not a collective bargaining agreement for covered positions at the Clinic.

Current ranges for Clinic positions are:

Provider, Nurse Practitioner and Physician Assistants	\$49.27 to \$73.91 per hour
Medical Assistants	\$19.18 to \$27.78 per hour
Front Office Staff	\$17.24 to \$25.86 per hour

5. Administrative Management Of The Clinic, Including Monitoring Staff Productivity, Quality Of Care, Staff Credentialing, And Training And Development Of Staff

Administrative management of the clinic has been, and will continue to be, a shared activity between the Clinic Director and our administrative team, including Human Resources, and Patient Financial Services. Staff productivity and quality of care will be directly monitored by the Clinic Director through annual performance reviews and by daily monitoring of clinic activities, including triage practices, patient care standards, reports on outcomes, patient satisfaction, and chart reviews. Staff credentialing information will be housed at our main office. Credentialing of providers with insurance companies will be completed by the Cascade Health staff member who, as part of current responsibilities, negotiates contracts and secures insurance credentialing.

Resources are allocated annually for training and development of clinic staff. The Clinic Director will be responsible for determining the allocation of these funds amongst staff depending on an assessment of training needs with a focus on enhancing the clinic quality of care and diversity of services provided. Training will also be provided annually on Blood Borne Pathogens, HIPAA, Safety, and other topics that are required for health care providers, and deemed appropriate and topical by our Human Resources department.

6. Medical Oversight Of The Clinic Staff, Including Use Of Current, Evidence-Based Medicine In The Evaluation, Treatment, And Oversight Of Patients

Medical oversight of the clinic is provided by Kathleen Cordes, MD, who is Board Certified in Family Medicine. She is available to clinic staff by phone for consultation and conducts monthly chart reviews and meetings with the medical staff of the clinic quarterly.

7. Transition Planning For Patients During The Implementation Of The New Contract, Referral For Services Not Offered At The Clinic, Loss Of A Health Care Provider Or Any Scenario Where A Transition Of Services May Be Required

An advantage to remaining with Cascade Health is that a transition period will not be required for the Clinic. This will result in continuity of care and no disruption of services during a transition period. Transition planning, in the event we are not chosen to continue to provide care for 4J employees, dependents and retirees, will include a 30-day written notification of the

change to current Clinic patients. Cascade Health will work with 4J and the new provider to assure a smooth transition for staff and patients alike.

Our process for managing the referrals for expertise and services not offered at the Clinic is covered above.

In the event that a provider leaves Cascade Health, patient visits would be incorporated into the schedule of remaining providers when possible. At the earliest possible date written notification would be sent to patients who had seen the departing provider. Finally, we would exercise all recruitment avenues to seek new part or full-time providers to fill the gap in care created by the departing provider to minimize the inconvenience to the employee, dependent or retiree. While recruiting, we would strive to provide temporary coverage by utilizing other Cascade Health providers and/or to utilize providers from Cascade Medical Associates.

8. Regular Participation With the District On The Wellness Committee Consisting Of A Monthly Meeting And Other Meetings As Needed

We have and will continue to have our Clinic Director and a Clinic Provider attend the monthly Wellness Committee and other meetings as requested or needed by 4J.

Reporting

1. Utilization Reports, at least quarterly, using de-identified data

We have and will continue to provide monthly reports to Wellness Committee and JBC members. These reports provide de-identified utilization reports including: visits, primary diagnosis, and encounter detail. Please see Attachment G: 4J Wellness Clinic Report for an example.

2. Customer Satisfaction Monitoring Data

Patient satisfaction surveys are completed twice per year. A sampling of providers and a minimum of thirty results is sought. The survey is anonymous, sent electronically from our EMR after the office visit. Surveys may also be performed on pen/paper confidentially in the lobby. We cover satisfaction questions as recommended by OHA. Please see Attachment I: 4J Patient Care Survey, for most recent results.

3. Monthly Financial Reporting. Include information on health insurance claims submitted and health insurance payments received.

On a monthly basis we provide the JBC an accounting of health insurance claims submitted and payments received. Additionally, we have added a spreadsheet that tracks utilization, insurance

payments, and cost trends over the previous years. Please refer to Attachment H: 4J Monthly Wellness Clinic Report for an example.

4. **Advice given to Clinic patients shall be confidential and the District shall have no right to receive any client specific information provided to Clinic staff in the course of providing services. The Selected Proposer shall provide to the District a monthly summary of the number of patients receiving services and the type of services provided without names or other identifying information. The confidentiality of patients and the individually identifiable health information will be protected in accord with applicable state and federal law.**

As a health care provider, patient confidentiality and patient rights are of the highest priority to us. We ensure patient rights associated with HIPAA and protected health information across all forms of communication. We are particularly attuned to the close proximity of the clinic and services to 4J administrative offices. As identified above, our monthly reports provide de-identified aggregate data regarding utilization, insurance billing and reimbursements. Our policies and practices meet state and federal law for receiving, managing and storing health information in a protected and secure manner. Access to our Electronic Medical Record is protected by log-ins and passwords for each staff member.

Proposal Assumptions

District Obligations

a. Facilities, including space, utilities, custodial services

We have and would continue to accept the partnership and services provided by our contract with 4J School District for facilities and services provided by 4J for the Clinic. The Clinic location provides convenient access for 4J employees and their dependents. The facility is well maintained and the responsiveness of 4J staff to facility issues has been greatly appreciated.

b. Medical equipment necessary for the operation of the Clinic, including examination tables, microscopes, etc.

We have and would continue to use, maintain, and certify medical equipment is in good working order as provided by 4J.

c. Telephone equipment and service

Telephone service and equipment have met and will continue to meet our needs to serve patients at the Clinic.

d. Patient eligibility information

Our clerical and administrative staff has received written and oral information on patient eligibility from 4J. From this information, they are able to determine, for the most part, the

eligibility status of employees, dependents or retirees who seek services at the Clinic. Our staff are also well versed on whom to contact in unusual or complex situations regarding eligibility. These determinations are made prior to the individual coming to the clinic to avoid inappropriate use or wasted time and energy by the individual in question.

e. Property and liability insurance relating to the premises

We have and will continue to work in collaboration with 4J regarding insurance and liabilities associated with working and providing patient care on the premises of 4J.

Selected Proposer's Obligations

- a. On-site Services as described herein. The Selected Provider will provide services at the Clinic located at 200 N. Monroe, Eugene, OR. Services are provided Monday through Friday each week from 9:00 a.m. through 6:00 p.m. year-round excluding holidays. During the Clinic hours of operation, the Selected Provider provides specific services as outlined in Part I., Section D.3. The services outlined in that section represent the types of services to be provided and are not a definitive list. The providers may choose to refer a patient with any of the symptoms or conditions listed to another physician. The clinic providers exercise their clinical judgment in delivering medical care.**

Cascade Health would be honored to continue to provide management oversight and services for the 4J Wellness Clinic. The hours, days and holiday exclusions are, at minimum, acceptable for provision of care and we are prepared to continue to provide services during these hours.

Our current providers are committed to continuing in their roles at the Clinic. Both of our providers have years of experience delivering primary care and have consistently demonstrated excellent judgement in the provision of care within the scope of their licenses, including when to refer patients to specialized care.

- b. Telephone and/or On-Line Services. Clinic staff provides telephone and/or on-line consultation during office hours to respond to questions, concerns, and requests for referral assistance concerning health matters.**

The Clinic team, including our receptionist, medical assistants, and providers, are available to patients for consultative services during office hours. This includes consultations via telephone or through our online portal. Providers and staff can respond to questions or take requests to schedule an appointment. We can also submit referrals and lab orders via our online portal.

- c. The Selected Proposer assists District staff in establishing realistic budgets and purchasing at the best price for medical and pharmaceutical supplies and outside laboratory services.**

As a steward of 4J's resources, Cascade Health places the highest priority on finding the best possible price for supplies, services and resources needed at the Clinic. We would continue to seek out the best possible price that maximizes the funds available to the provision of care to patients. We also use our purchasing power as a whole organization to maximize pricing on medical supplies and vaccines through multiple vendors.

- d. The Selected Proposer processes patient billings to health insurance providers, payments received from health insurance providers, and payments received from patients. The Selected Proposer maintains the necessary patient records for health insurance billing and to provide monthly financial and utilization data to the District.**

We assure that our staff, systems, and organizational policies and procedures are and will remain in compliance with state and federal laws for billing and receiving payments from health insurance companies. Our billing department has expert knowledge, training, and abilities to maintain the necessary patient records to be able to provide monthly financial and utilization data. The EMR that we utilize, eClinicalWorks, has an excellent platform for assuring accuracy with diagnostic codes and level of care provided, generating medical bills, sending them electronically and receiving payments electronically at our bank's lock-box for timely and safe reimbursements for rendered services.

- e. The Selected Proposer recruits and provides staff continuity, with physician review, for all activities at the Clinic. All Clinic staff are employees of the Selected Proposer who will pay all wages, taxes and benefits. The District establishes a partnership philosophy with the Selected Proposer and is involved in the staffing process and selection. The district does not act as an employer or joint employer for clinic staff.**

Cascade Health will continue to recruit, train, employ and supervise qualified, competent staff who are committed to delivering the highest level of care and customer service to 4J employees and family members. To assure that the Clinic is always staffed with good providers, Cascade Health contracts with Cascade Medical Associates on occasion for qualified providers. As stated above, 4J will participate in staffing decisions and will be invited to join interview committees for any new Clinic hires.

Fee Schedule

a. Personnel costs for the employees and FTE assigned to the Clinic, including the cost of benefits. Please see Proposed Fees on page 34 for detailed staffing fees.

Cascade Health proposes to maintain our current staff and staffing levels at the 4J Wellness Clinic. The average monthly cost of staffing the Clinic at the current level would be \$46,657 in Contract Year 2023 - 2024.

The Clinic's current staffing level is:

Nurse Practitioner	2	FTE
Receptionist	1	FTE
Medical Assistants	2	FTE
Medical Director	2	hours minimum, with additional time as needed

Personnel costs include the following:

- Hourly wage. A salary range is established for each position based on healthcare industry salaries in Lane County, for the same position. Each staff member will receive a wage within the salary range but placement in the range will vary based on their personal experience and qualifications. Current ranges for the above positions are:

Nurse Practitioner	\$49.27 - \$73.91
Receptionist	\$17.24 - \$25.86
Back-Office Medical Assistants	\$19.18 - \$28.78
Medical Director	\$500 - \$1000/month retainer

- Earned Leave Accruals. Earned leave at Cascade Health is available for employees working at least 24 hours/week and is earned based on hours worked and longevity with our organization. It currently covers holidays, sick time, and vacations. Employees who work less than 24 hours/week are covered under the Oregon Sick Leave Law. Earned Leave is charged to 4J when the benefit is earned, not when it is taken.
- Payroll Taxes are calculated at 8.5% of salaries.
- Benefits for 4J Clinic employees are approximately 32% of salaries and include insurance and a 401(k) match. The amount paid for each employee is dependent on their salary, personal choice of medical benefits, and longevity with Cascade Health.
 - Insurance benefits, paid by Cascade Health for its employees, include medical, vision and dental benefits, life insurance, and long-term disability insurance.
 - Retirement Contributions. This is a 401(k) match that is paid by Cascade Health Solutions. The benefit level is dependent on the longevity with our organization and ranges from a 1% to 6% match.

b. Actual cost of materials and supplies used in the operation of the Clinic, purchased at the best available price with no additional mark-up.

For Contract Year 2023-2024, the average monthly cost for materials and supplies is projected to be \$15,829. This is based on the actual average monthly cost for the past 12 months of the Clinic's operation.

Expenses included in this category include:

- Copier/Scanner service
- Electronic Medical Record (EMR) licensing and maintenance fees
- Interpreter Service
- Laboratory Analysis
- Laundry Service
- Medical Gases
- Medical and Office Supplies
- Patient Centered Primary Care Home Certifications Expenses, including PCPCH Module licensing to track outcomes and meaningful use and an after-hours nurse call service
- Automatic Text Appointment Reminders
- Pharmaceuticals, including vaccines

The specific projections for each of these categories for contract year 2023-2024 are included in Proposed Fees, beginning on 34.

Additional Clinic expenses, including Professional Liability and Workers' Comp insurance, provider education, licenses and subscriptions, are projected to average \$1,450/month.

c. Monthly fee (flat fee) for Clinic administration and management

A monthly fee for Clinic administration and management will be \$11,821 for contract year 2023-2024. This will increase by 3% for each subsequent year of the contract.

This fee covers IT support, generation of statistical reports and dashboards for PCPCH, maintaining certification requirements for PCPCH, and costs associated with Payroll, Human Resources, and Accounts Payable to provide quality services at and for the Clinic. It also covers Clinic administration, including oversight of the Clinic operations and participation in the 4J Wellness Committee.

d. Monthly fee (flat fee) for health insurance billing service

Billing services includes coding, submission of electronic bills, posting payments to patient accounts, tracking to assure payments are received, billing secondary insurances when appropriate, generating financial reports, and problem solving as needed to assure that the highest level of reimbursements is received. The monthly fee for Contract Year 2023-2024 will be \$ 2,200/month. This will increase by 3% for each subsequent year of the contract.

e. Equipment is paid by the District on an as-needed basis

The Clinic is currently equipped with needed equipment so new purchases are not anticipated. If equipment is needed a request for approval is discussed with the 4J Wellness Committee prior to purchasing.

f. Health insurance reimbursements received are credited as an offset against the above-listed fees. If health insurance reimbursements are in excess of the fees charged, the excess is carried forward to the next month. If health insurance reimbursements are less than the fees charged, the excess is paid to the Selected Proposer on a monthly basis. In any case, fees and health insurance reimbursement are reconciled and settled as of June 30th each year.

Cascade Health utilizes the above stated system for invoicing and crediting 4J School District. All insurance reimbursements are credited to 4J School District.

One of the primary motives for becoming a Tier III Certified PCMH was to increase the reimbursements received from MODA for services delivered at the Clinic. With this certification, MODA waives the deductible for most visits at the 4J Wellness Clinic which increases the reimbursements to the Clinic and effectively reduces the expense to 4J School District to operate the Clinic.

Cascade Health is committed to working in partnership with 4J School District to manage the Clinic in a cost effective manner while providing the highest quality care for employees, retirees and dependents. Over the past three years we have been able to steadily increase the credit amounts coming into the clinic, reducing costs overall.

Describe Alternate Design(s)

PREDIABETES EDUCATION AND INTERVENTION

As described in Part C under Optional Services on page 15, Cascade Health currently provides diabetes education and intervention services to our community inclusive of 4J School District patients via a referral. A preponderance of past referrals has been for patients with poorly controlled diabetes who have been living with their diagnosis for a period of time. An alternate model would take a preventative approach and attempt to engage patients who are pre-diabetic. Prediabetes is defined as having higher

than normal blood sugar levels, but not high enough to be diagnosed as Type 2 diabetes. Frequently these patients are healthier or can benefit more thoroughly from earlier intervention in lifestyle changes through education and information. Pre-diabetic care is not covered by many insurance plans or is reimbursed at a rate that as a stand-alone service is not viable. By including this service design with the existing services at the 4J Wellness Clinic district employees are positioned to gain a dramatic improvement in their health and reduce the overall costs to the Oregon Educators Benefit Board (OEBB) and the district.

In the model, Cascade Health would offer visits with a certified diabetic educator, two per patient per year to provide education and information on benefits or changes to their lifestyle through small steps that can help prevent a full diagnosis of diabetes. An additional service, if sufficient patients are interested is a time-limited curriculum-based group sessions.

TREATMENT FOR WORK INJURIES

In our current model of care at the Clinic, work-related injuries and occupational disease interventions are referred to and treated at Cascade Health's well established and fully staffed Occupational Medicine Clinic. While contractually we have offered and provided an initial assessment of work-related injury or illness at the Clinic, this service has not been utilized on a consistent or frequent basis. After an internal study, new best practices dictate that these two disparate types of health care are best served by unique provider pools.

We believe we can have the practices co-exist if work-related injuries are seen by a provider specializing in Occupational Medicine and dedicated to seeing these patients only. They can benefit from the organizational trust built by the primary care personnel, but maintain their own relationship that does not harm the long term clinic relationship. Occupational Medicine providers would also have the capability to perform on-site DOT certifications that do not require additional testing such as strength testing, drug testing, or audio testing. In this scenario, based upon past utilization of Occupational Medicine by 4J employees, a provider would be on-site a half day per week and an hourly rate would be charged to the school district for this service.

Address Evaluation Criteria

1. Experience in Operating a Medical Clinic Including On-Site Employer Clinics (including financial stability and references)

Clinics Currently Managed by Cascade Health:

- **Eugene 4J School District – On-site Employer Clinic (2012 – current)**
References: Collen Jones, Benefits Manager; Jamie Myers, Staff Benefits Coordinator; Sally Duerfeldt, Classified Staff Benefits Coordinator
Financial stability metrics include: Insurance reimbursements from office visits, reduction in use of OEGB benefits to help manage insurance rates, total health of

employees, and reduced use of urgent care and emergency room. This clinic is financially stable and yet has areas of potential improvement with an on-site pharmacy, increased hours of operation and continued benefits as a PCPCH.

- **City of Springfield – On-site Employer Clinic (2007 – current)**
 Reference: Chaim Hertz, Human Resources Director
 541-726-3787
 chertz@springfield-or.gov
Financial stability metrics include: Office visits to reduce use of community based care (urgent and primary care visits, laboratory services, & preventive health services); reduced absenteeism and improved employee health; and improved employee satisfaction and engagement. This clinic expanded services in 2015 and, due to the level of demand, expanded hours in late 2015. We were awarded a new contract in 2016 as well as in 2022.
- **Springfield School District – On-site Employer Clinic (2017 – current)**
 Reference: Laura Fowler, Benefits Manager
 541-726-3438
 laura.fowler@springfield.k12.or.us
Financial stability metrics include: Office visits to reduce use of community based care (urgent and primary care visits, laboratory services, & preventive health services); reduced absenteeism and improved employee health; and improved employee satisfaction and engagement. The City of Springfield Clinic expanded services with the Springfield School District in October of 2017. The School District now account for approximately 60% of total visits which has shared costs with the City. The clinic has provided increased savings and engagement year over year with their self-insured plan. We were awarded a new contract in 2022.

Clinics Previously Managed by Cascade Health:

- **Eugene Water and Electric Board (EWEB) – On-site Employer Clinic (2001 - 2018)**
 Reference: Bridget Otto, Human Resources Operations Supervisor
 541-685-7359; bridget.otto@eweb.org
Financial stability metrics include: Organization wide Biometric Screenings and Health Risk Assessment campaigns to manage Workers’ Compensation claims, improve employee satisfaction, and save EWEB dollars that would be associated with “unmanaged” claims and unnecessary time loss benefits.
- **Springfield Jail – On-site Primary Care for Inmates (2014 – 2017)**
 Reference: Captain Richard Lewis
 541-726-2333
 rllewis@ci.springfield.or.us
Financial stability metrics include: Reduced use of emergency department and urgent care; improved health and well-being of inmates; safer and more manageable

environment for employees; increased probability of successfully transition back to the community which reduces recidivism rates. This service was initially contracted for one year, as a cost saving pilot project. The success of the clinic promoted City of Springfield administration to allocate on-going funds to continue services in a three-year contract award. Additionally, in summer of 2015, due to an increase of mental health crisis in the facility, jail administration requested that we add behavioral health to our service delivery.

- **Medical Retainer Primary Care Clinic 2010 – 2015**

This membership-based clinic offered small businesses, who could not afford the cost of medical insurance for their employees and dependents, an affordable option for primary care. Businesses contracted with us on a retainer fee to provide a full service primary care clinic. The clinic reduced costs to employees, reduced utilization of urgent care and the emergency department, and focused on the improved health of employees for a diverse group of employers. The clinic closed after the full implementation of the Affordable Care Act legally required employers and employees to seek-out and carry medical insurance.

- **Monaco Coach Corporation (Monacare) – On-site Employer Clinic 2005 – 2009**

Reference: Rick Kangail, Director of Human Resources

541-681-7208

rick.kangail@farweststeel.com

A Full Wellness on-site clinic was developed that offered employees an array of health care response from preventive health to chronic disease management and included physical therapy and pharmacy. This Clinic was closed when Monaco Coach closed their Coburg plant, in advance of the company declaring bankruptcy.

- **Hynix Semiconductor – On-site Employer Clinic 1998 - 2008**

On-site wellness services focused on OSHA requirements, employee preventive health, and health and wellness promotion. Hynix was another privately held company that experienced dramatic financial crisis outside of the success and benefit of the clinic.

2. Developed Plan to Integrate and Coordinate Clinic Services with District Insurance Plans and Medical Delivery Systems Including Referrals for Services Not Provided By The Clinic and Coordination of Care.

Our plan to integrate and coordinate services with the OEBC plans available to eligible patients is to maintain our certification as a Tier III PCPCH. Providing care as a PCPCH practice offers employees, dependents, and retiree's access to preventive, acute and chronic care services, referrals with community providers, and coordinated care across the medical delivery system. MODA recognizes the enhanced status of a medical home through improved reimbursement rates, preferred provider status for clinic practitioners, and enhanced array of health services and benefits available through their on-line resources. Clinic staff and providers coordinate care between the Clinic and community based clinics, reducing duplicative services through active

communication, shared medical information, use of state-wide data bases, and provider-to-provider communication.

Our providers collaborate with specialists and community based primary care providers to manage employee, dependents and retirees care. We take pride in the strong relationships we have with PeaceHealth Medical Group, McKenzie Willamette Medical Center, RiverBend Medical Center, and University District Hospital, Oregon Medical Group, and the bevy of independent providers of our community when dealing with your employee's health. While we work closely with these organizations, being independent allows us to refer to multiple providers in the community. The result is the employees we treat receive the best care possible at an affordable rate and their individual choice is honored.

3. Demonstrated Commitment to Patient Education, Advocacy and Wellness.

We bring a depth of expertise and experience to foster a culture of patient education, prevention, advocacy and wellness. We recognize the need to invest in your most valuable asset – your employees. Our philosophy is that success of an on-site wellness program requires a number of key deliverables:

- A) Development of individualized plans;
- B) Use of coaching and patient engagement;
- C) Coordination of wellness and education materials with committees which represent various employee and retiree constituencies; and
- D) Participation in organization-wide events. To effectively do so our commitment is to plan and carry out health and wellness services at all levels, individual, operational and organizational.

Individual

- **Development of Individualized Wellness Plan**

A plan for healthy, informed and engaged employees has four ingredients: Assessment, Development of a Plan, Intervention and On-going Evaluation.

Assessment – Whether the employee receives a Biometric Screening or a full physical the detail and information from the screening or assessment is available to them via our team. This is the baseline of information from which a partnership is established for on-going actions to either improve or maintain health and wellness.

Plan – A plan is developed, documented and communicated for every patient at the Clinic. The plan will include actions, activities, information and detail that will have agreed upon next steps for both the Clinic (referrals, lab draws, educational materials, prescriptions, etc.) and for the patient (exercises, directions, referrals, and information).

Implementation/Intervention – Similar to the Plan, this is where the work happens whether it is for Clinic providers and staff through provision of education, follow-up visits, communication to community providers, encouragement with a follow-up call during the

week, or a call after a referral or hospital visit are focused on supporting the patient towards the success of the collectively created plan.

Evaluation or follow-up – After an intervention, staff and providers follow-up with patients, as needed and requested, either with a call or return visit (again post referral or procedure) to evaluate their progression towards continued & improved health.

- **Use of Coaching and Patient Engagement**

Health coaching is ideally delivered in a team based model. For us, this allows for all team members to provide the appropriate level of education, encouragement and coaching to employees, dependents and retirees. Clerical staff is a key first and last line of information as they establish appointments, provide follow-up information, and detail regarding referrals and direct questions back to the care team when necessary. Our medical assistants provide key education and information during lab draws and biometric screenings. They are the second set of supportive eyes and ears for our providers. Our medical providers deliver patient education and detailed information through face-to-face office visits and via follow-up phone calls or online portal communications. A great strength of our providers is their advocacy for their patients in helping to ensure the appropriate level of care can be delivered when there is a need for services not offered at the Clinic. Most often these opportunities to advocate come with MODA, Kaiser and referral agencies to ensure a referral is approved, will be covered and will minimize the patient's negative experience navigating the confusing health care system. Finally, our mental health counselor is key team members in providing a holistic response to patient's health and wellness.

Operational

- **Coordination of Wellness Activities with Committees:**

Representatives of our organization have been meeting monthly with representatives of 4J in the Wellness Committee since fall 2012. This meeting offers a venue whereby representatives of the diverse constituency who make up the school district participate in the creation, planning, and focus of the services delivered by the Clinic. The joint decisions have been coordinated with the Joint Benefits Committee – to which we have made numerous presentations to ensure accurate information is made available. Some key decision points that have been coordinated with the Wellness Committee include: PCPCH certification; inclusion of mental health services at the Clinic; targeting patients to identify the Clinic providers as their PCP; emphasis on driving quarterly screening requests toward Clinic visits; new employee integration into the clinic; and COVID pandemic response.

Organizational

- **Participation in Organization-Wide Health and Wellness Events**

We have participated in the development, creation and provision of services at the annual 4J Health Fair. Past yearly events have focused on biometric screenings, preventive health, patient education, and advice on healthy choices. We have also been involved in COVID and Flu vaccinations programs.

4. Developed Plan to Provide High Quality, Evidence-Based, Cost Effective Health Care for Both Primary and Preventive Care.

In 2014, Cascade Health in collaboration with the JBC decided to seek PCPCH certification from Oregon Health Authority (OHA) for services at the Clinic. PCPCH practices are identified both legislatively and from research evidence as a high quality, evidence-based and cost effective health care response to patients in need of both primary and preventive care services. We are certified by the state as providing care at the highest possible level – Tier III.

High quality clinics are committed to tracking, reporting and continuously improving their level of care. As a Tier III medical home we do just that through the quality metrics.

Cost effectiveness is multi-factorial and we achieve this through: increased reimbursements for services provided as a PCPCH; coordination rather than duplication of care across community providers; use of staff to their highest licensure or certification; and use of mental health practitioner in clinical practice to avoid unnecessary or less appropriate medical appointments for behavioral health needs whenever possible.

Evidence-based care is defined and carried out at the Clinic through: use of planned care according to patient needs; identification of high-risk patients through use of registries to ensure they are receiving and participating in care through care management from both providers and medical assistants; use of clinical guidelines and reminders to ensure patients are participating in both preventive associated with annual exams, regular screenings and longer visits which support total employee health and primary care.

5. Demonstrated Ability to Retain Qualified Staff, Minimize Management and Clinic Staff Turnover, and Provide Continuity of Care.

Cascade Health is committed to our employees. In 2022, we were inducted into the Top 100 Non-profit Companies to work for 'Hall of Fame' in Oregon. This award was given by Oregon Business Magazine as an honor for being in the top 100 Non-profit Companies to work for over the past 10 years. We were honored to receive this award as we express our value to employees through our culture, trainings, resources and benefit packages.

We are very proud that we have had little to no turnover at the clinic over the past 3 years. We are especially grateful to have zero turnover in providers throughout the pandemic and post pandemic. At a time when employee engagement across the US has been at all time lows and many employees, especially in healthcare are transitioning to new employers, Cascade Health has been able to retain and grow our staff.

6. Fee Structure

Please refer to Proposed Fees.

References and Credentials

Those most directly responsible for management and medical oversight of the clinic.

Eric Van Houten, MSW, LCSW – Chief Executive Officer – Eric has worked in private non-profit and the public sector since 1996. Since 2002 he has managed healthcare delivery across multiple venues including primary care clinics, behavioral health, home care services, the community and multidiscipline service centers. Eric is a past member of the Expert Oversight Panel for the Patient-Centered Primary Care Institute and the expert review panel for the Safety Net Medical Home Initiative. Eric is a member of the Eugene Executive Association, on the Board of Directors for ShelterCare, and sits on the Trillium Community Health Plan’s clinical advisory panel.

Travis Brooke, BS - Director of Occupational Medicine – Travis Brooke joined Cascade Health in 2010, committed to increasing awareness of work and community health programs designed to enhance workers' quality of life and increase health and safety. He currently oversees all of our workplace health programs and clinics. He specializes in identifying employer's immediate needs and coming up with wellness programs and cost-saving solutions. In his spare time, Travis enjoys spending time with his family, golfing, skiing, volunteering and supporting the Oregon Ducks.

Karen Knowlton, RN – Wellness Coordinator - Prior to joining Cascade Health in 2020, Karen had a 40-year career as an operating room nurse. She joined our Occupational Health department as the wellness coordinator to serve the community in a different way and loves getting to work with like-minded people in the profession helping others stay healthy at work, in life and while traveling. She earned her associate degree in nursing from Weber State University in Ogden, Utah. She is licensed as a registered nurse in Oregon. When she isn't at work, she loves skiing, bicycling, gardening and playing cribbage, and feels blessed to live near her son and daughter-in-law in Portland, Ore.

Kathleen Cordes, MD – Medical Director, Onsite Clinics - Kathleen Cordes, MD was a practicing family physician for more than 30 years before joining Cascade Health in 2020. She became the medical director of our onsite primary care clinics and hospice and palliative care in 2021. Originally from Minnesota, she earned her undergraduate degree in biology at Concordia College before graduating as a Doctor of Medicine from the Mayo Clinic Alix School of Medicine. She moved to Oregon in 1989 for the temperate climate and worked as a physician, medical director and medical consultant, then opened her own practice in 1994. Dr. Cordes is an avid scuba diver and enjoys underwater photography and fish identification, as well as sewing, baking, reading, exploring Oregon and gathering with friends and family.

Jodi DePaoli, L.P.C. – Jodi is a Licensed Professional Counselor with a Masters in Clinical Mental Health Counseling from Bushnell University. She currently manages Cascade

Health's Counseling & EAP department in Eugene, OR where she also sees clients. She enjoys working with adolescents, adults, couples and families. Jodi specializes in the treatment of anxiety, communication, anger management, blended family issues and relationship conflicts using Cognitive Behavior Therapy and Mindfulness Based Therapy in her work. She is also trained in Cognitive Processing Therapy for trauma. Jodi strongly believes that people are doing the best they can, and that by gaining more skills and knowledge through counseling and personal work, their best can look even better over time. Outside of counseling, Jodi enjoys presenting trainings, conflict resolution, and helping employers address workplace problems in order to create a more positive working environment.

Luci Kovacevic, M.D., M.P.H., D.A.B.P.M. – Medical Director, Occupational Health - Board certified in occupational medicine, Dr. Kovacevic is Cascade Occupational Health's medical director. He joined Cascade Medical Associates in 2007 to provide occupational health services and his training includes commercial driver exams, FAA aeromedical exams, medical review of drug tests, NFPA 1582 physicals and OSHA-mandated exams. He previously served as a U.S. Navy general medical officer and developed an interest in the operational needs of special communities while stationed with Marine Aviation Logistics Squadron-16. Dr. Kovacevic and his family enjoys the outdoors as well as the arts and entertainment that Eugene has to offer.

Richard Abraham, MD, FACEP, FACOEM – CHS Board of Director – Dr. Richard Abraham has been an emergency and occupational medicine physician with Cascade Medical Associates since 1979. He received his medical degree from the University of Western Ontario, London Ontario Canada in 1978 and is board certified in occupational medicine and a fellow of the American College of Emergency Physicians. In addition to serving as medical director for the occupational medicine department, Dr. Abraham is a physician at Eugene Urgent Care. He also serves on multiple boards in the community. He chose occupational medicine because he enjoys treating a variety of work-related injuries and illnesses, and working collaboratively with colleagues to help patients get back to work and lead healthy lifestyles. In his free time, Dr. Abraham enjoys spending time with his family, cycling and playing ice hockey, and golf.

PROPOSED FEES

PROPOSED FEES FOR DUPLICATION OF CURRENT SERVICES

The Proposal addresses projected initial start-up costs, staffing, Clinic administration, laboratory work, and medical supplies/equipment fees for the period of July 1, 2023 through June 30, 2024.

1. Start-Up Costs.

If 4J School District renews the contract with Cascade Health, there will be no additional start-up fees to duplicate the current services and level of staffing.

2. Staffing Fees.

Staffing fees invoiced to 4J School District will be based on actual costs to staff the Clinic. Salary ranges for each position are established after an annual review of similar positions in our region and industry. The wages of each person are within the established range and are dependent on the expertise and experience of the individual in the position. Benefits vary based on the individual's choice for insurance coverage and their personal retirement contributions. The costs listed below include wages, benefits, and insurance costs for the current individuals who are serving in these positions. If turnover occurs, these costs may change based on the person who is hired.

STAFF POSITION	FTE or Hours	Monthly Fee	Annual Total
Nurse Practitioners	2 FTE	\$ 32,220	\$ 386,635
Front Office Staff	1 FTE	\$ 4,539	\$ 54,472
Medical Assistants	2 FTE	\$ 9,062	\$ 108,744
Medical Director	2 or more hours	\$ 500 retainer fee	\$ 6,000
TOTAL		\$ 46,321	\$ 555,852

3. Laboratory Fees

All of the laboratory tests ordered in the Clinic, and sent to Quest Labs, for the past 12 months are listed in the chart on the following three pages. The tests are listed from the most common test to the least utilized. Lab charges for the past 12 months were \$77,353.



**FEE SCHEDULE FROM UTILIZATION
QUEST DIAGNOSTICS - WEST HILLS**

Account Number	Account Name	Test Code	Test Name	Total	Cost
97402001	CH 4J WELLNESS CLINIC	10231	COMP METAB PNL	461	\$ 11.14
97402001	CH 4J WELLNESS CLINIC	334	CHOLESTEROL, TOTAL	380	\$ 7.50
97402001	CH 4J WELLNESS CLINIC	496	HEMOGLOBIN A1C	379	\$ 11.30
97402001	CH 4J WELLNESS CLINIC	35068	TRIGLYCERIDES(REFL)	378	\$ 26.30
97402001	CH 4J WELLNESS CLINIC	6421	EBV AB PANEL	309	\$ 303.09
97402001	CH 4J WELLNESS CLINIC	512	HEP A IGM AB	301	\$ 15.95
97402001	CH 4J WELLNESS CLINIC	1759	CBC(H/H,RBC,WBC,PLT)	280	\$ 5.80
97402001	CH 4J WELLNESS CLINIC	30551	TSIG	253	\$ 379.15
97402001	CH 4J WELLNESS CLINIC	6399	CBC (DIFF/PLT)	107	\$ 7.84
97402001	CH 4J WELLNESS CLINIC	8837	PTH,INTACT & CALCIUM	71	\$ 82.34
97402001	CH 4J WELLNESS CLINIC	608	HDL-CHOLESTEROL	66	\$ 6.10
97402001	CH 4J WELLNESS CLINIC	402	DHEA-SULFATE	62	\$ 26.87
97402001	CH 4J WELLNESS CLINIC	395	CULT, (U) ROUTINE	61	\$ 17.83
97402001	CH 4J WELLNESS CLINIC	4477	CULT, EAR, EXT.	61	\$ 59.24
97402001	CH 4J WELLNESS CLINIC	8475	HEP B SURFACE AB QN	60	\$ 15.72
97402001	CH 4J WELLNESS CLINIC	31789	HOMOCYSTEINE	60	\$ 173.97
97402001	CH 4J WELLNESS CLINIC	802	RUBELLA IMMUNE	48	\$ 12.73
97402001	CH 4J WELLNESS CLINIC	92079	HPV HR	47	\$ 105.88
97402001	CH 4J WELLNESS CLINIC	UR2P	PRESUMPTIVE ID 2 M	46	\$ 39.90
97402001	CH 4J WELLNESS CLINIC	372	C-PEPTIDE	45	\$ 70.50
97402001	CH 4J WELLNESS CLINIC	466	FOLATE,SERUM	45	\$ 20.90
97402001	CH 4J WELLNESS CLINIC	8628	SCABIES MITE EXAM	45	\$ 47.32
97402001	CH 4J WELLNESS CLINIC	14577	BV AND VAG SCR, DNA	41	\$ 59.42
97402001	CH 4J WELLNESS CLINIC	4605	CULT,FUN,SKIN,W/SMR	36	\$ 26.01
97402001	CH 4J WELLNESS CLINIC	11363	CT/GC RNA,TMA,UROGEN	34	\$ 46.19
97402001	CH 4J WELLNESS CLINIC	36741	ISLET CELL RFX TITER	29	\$ 93.62
97402001	CH 4J WELLNESS CLINIC	1AE	ORG ID 1	28	\$ 19.95
97402001	CH 4J WELLNESS CLINIC	4420	CRP	27	\$ 10.09
97402001	CH 4J WELLNESS CLINIC	12084	MONKEYPOX VIRUS PCR	26	\$ 100.00
97402001	CH 4J WELLNESS CLINIC	36170	TESTOS,FR,DIAL,TOTAL	23	\$ 50.22
97402001	CH 4J WELLNESS CLINIC	8018	TSH (REFL)	23	\$ 114.74
97402001	CH 4J WELLNESS CLINIC	1AE1	SUSC-1	22	\$ 23.57
97402001	CH 4J WELLNESS CLINIC	30740	SHBG	19	\$ 22.87
97402001	CH 4J WELLNESS CLINIC	17306	VIT D,25-OH,TOTAL,IA	18	\$ 42.89
97402001	CH 4J WELLNESS CLINIC	793	RETICULOCYTE COUNT	16	\$ 10.03

97402001	CH 4J WELLNESS CLINIC	866	T-4, FREE	16	\$ 12.00
97402001	CH 4J WELLNESS CLINIC	34429	T-3, FREE	15	\$ 23.28
97402001	CH 4J WELLNESS CLINIC	921	VITAMIN A (RETINOL)	15	\$ 118.19
97402001	CH 4J WELLNESS CLINIC	17674	MALB, RAND UR W/O CR	14	\$ 20.08
97402001	CH 4J WELLNESS CLINIC	90554	UA, MACRO (REFL)	14	\$ 9.38
97402001	CH 4J WELLNESS CLINIC	470	FSH	13	\$ 13.12
97402001	CH 4J WELLNESS CLINIC	926	VITAMIN B6	13	\$ 195.04
97402001	CH 4J WELLNESS CLINIC	91474	M. HOMINIS, PCR	12	\$ 156.03
97402001	CH 4J WELLNESS CLINIC	7137	FSH & LH (S)	9	\$ 26.24
97402001	CH 4J WELLNESS CLINIC	7573	IRON, TOTAL, & IBC	9	\$ 11.31
97402001	CH 4J WELLNESS CLINIC	15983	TESTOSTERONE,TOTALMS	9	\$ 172.74
97402001	CH 4J WELLNESS CLINIC	5081	THYROID PEROXID AB	8	\$ 20.75
97402001	CH 4J WELLNESS CLINIC	9025	TRANSPORT FEE 25	8	\$ 18.01
97402001	CH 4J WELLNESS CLINIC	593	LDH, TOTAL	7	\$ 33.44
97402001	CH 4J WELLNESS CLINIC	718	PHOSPHATE (AS PHOS)	7	\$ 6.50
97402001	CH 4J WELLNESS CLINIC	36126	RPR(DX)REFL FTA	7	\$ 8.56
97402001	CH 4J WELLNESS CLINIC	20253	CBC(DIFF/PLT)W/SMEAR	6	\$ 24.41
97402001	CH 4J WELLNESS CLINIC	439	ESTROGEN, TOTAL (S)	6	\$ 161.49
97402001	CH 4J WELLNESS CLINIC	482	GGT	6	\$ 2.37
97402001	CH 4J WELLNESS CLINIC	8941	HEPATITIS A AB,TOTAL	6	\$ 86.10
97402001	CH 4J WELLNESS CLINIC	34257	HSV TYPE 1 & 2, PCR	6	\$ 317.64
97402001	CH 4J WELLNESS CLINIC	ICAGA2	IMMUNOCYTOCHEM 2 AB	6	\$ 282.68
97402001	CH 4J WELLNESS CLINIC	571	IRON, TOTAL	6	\$ 5.83
97402001	CH 4J WELLNESS CLINIC	1UR1	SUSC-1	6	\$ 23.57
97402001	CH 4J WELLNESS CLINIC	267	THYROGLOBULIN AB	6	\$ 20.89
97402001	CH 4J WELLNESS CLINIC	896	TRIGLYCERIDES	6	\$ 5.98
97402001	CH 4J WELLNESS CLINIC	36585	VITAMIN K, PLASMA	6	\$ 245.76
97402001	CH 4J WELLNESS CLINIC	11173	CCP AB IGG	5	\$ 26.01
97402001	CH 4J WELLNESS CLINIC	31348	PSA FREE & TOTAL	5	\$ 24.58
97402001	CH 4J WELLNESS CLINIC	4418	RHEUMATOID FACTOR	5	\$ 10.49
97402001	CH 4J WELLNESS CLINIC	8268	ANA W/REFL (REFL)	4	\$ 74.61
97402001	CH 4J WELLNESS CLINIC	249	ANA W/RFX	4	\$ 15.35
97402001	CH 4J WELLNESS CLINIC	104519	CREATINE KINASE, TOT	4	\$ 8.93
97402001	CH 4J WELLNESS CLINIC	4550	CULTURE, AEROBIC BAC	4	\$ 45.23
97402001	CH 4J WELLNESS CLINIC	39489	FUNGAL ID, MOLDS	4	\$ 98.07
97402001	CH 4J WELLNESS CLINIC	498	HEP B SURF AG W/CONF	4	\$ 12.86
97402001	CH 4J WELLNESS CLINIC	561	INSULIN	4	\$ 29.41
97402001	CH 4J WELLNESS CLINIC	36178	INSULIN ABS, HIGHLY	4	\$ 166.16
97402001	CH 4J WELLNESS CLINIC	1EA	ORG ID 1	4	\$ 19.95
97402001	CH 4J WELLNESS CLINIC	723	PLATELET COUNT	4	\$ 1.72
97402001	CH 4J WELLNESS CLINIC	5463	UA, COMPLETE	4	\$ 9.91

97402001	CH 4J WELLNESS CLINIC	17667	UA,COMP W/RFL CULT	4	\$ 20.41
97402001	CH 4J WELLNESS CLINIC	36209	ANA TITER&PATTERN	3	\$ 22.23
97402001	CH 4J WELLNESS CLINIC	104534	CBC/AUTO DIFF	3	\$ 10.66
97402001	CH 4J WELLNESS CLINIC	326	CERULOPLASMIN	3	\$ 12.12
97402001	CH 4J WELLNESS CLINIC	374	CK, TOTAL	3	\$ 9.17
97402001	CH 4J WELLNESS CLINIC	8459	CREATININE RAND (U)	3	\$ 6.41
97402001	CH 4J WELLNESS CLINIC	4446	CULTURE,AEROB/ANAER	3	\$ 213.49
97402001	CH 4J WELLNESS CLINIC	8625	GIARDIA AG DETECTION	3	\$ 19.93
97402001	CH 4J WELLNESS CLINIC	483	GLUCOSE, SERUM	3	\$ 6.50
97402001	CH 4J WELLNESS CLINIC	34838	H.PYLORI AG STOOL	3	\$ 44.55
97402001	CH 4J WELLNESS CLINIC	10256	HEPATIC FUNC PNL	3	\$ 8.54
97402001	CH 4J WELLNESS CLINIC	606	LIPASE	3	\$ 8.11
97402001	CH 4J WELLNESS CLINIC	19548	METANEPHRINES,FRACT	3	\$ 206.19
97402001	CH 4J WELLNESS CLINIC	91034	MICROALBUMIN RAND UR	3	\$ 20.08
97402001	CH 4J WELLNESS CLINIC	1UR	ORG ID 1	3	\$ 19.95
97402001	CH 4J WELLNESS CLINIC	6653	OVA AND PARASITE X2	3	\$ 25.22
97402001	CH 4J WELLNESS CLINIC	833	PATH REVIEW OF SMEAR	3	\$ 43.91
97402001	CH 4J WELLNESS CLINIC	35202	PTH,INTACT W/O CAL.	3	\$ 194.10
97402001	CH 4J WELLNESS CLINIC	39448	SARS COV2 NAAT	3	\$ 75.00
97402001	CH 4J WELLNESS CLINIC	1EA1	SUSC-1	3	\$ 23.57
97402001	CH 4J WELLNESS CLINIC	867	T-4 (THYROXINE)	3	\$ 9.51
97402001	CH 4J WELLNESS CLINIC	32474	CHOL TOTAL,(REFL)	2	\$ 26.30
97402001	CH 4J WELLNESS CLINIC	104529	COMP METABOLIC PANEL	2	\$ 11.70
97402001	CH 4J WELLNESS CLINIC	3259	DRAW FEE, PSC SPEC.	2	\$ 12.07
97402001	CH 4J WELLNESS CLINIC	4021	ESTRADIOL	2	\$ 30.39
97402001	CH 4J WELLNESS CLINIC	502	HAPTOGLOBIN	2	\$ 44.74
97402001	CH 4J WELLNESS CLINIC	91431	HIV1/2 AG/AB,4 W/RFL	2	\$ 25.61
97402001	CH 4J WELLNESS CLINIC	19865	HPV GENO 16 AND 18	2	\$ 105.88
97402001	CH 4J WELLNESS CLINIC	10124	HS CRP	2	\$ 15.08
97402001	CH 4J WELLNESS CLINIC	6447	HSV 1/2 IGG TYPE SP	2	\$ 191.70
97402001	CH 4J WELLNESS CLINIC	91475	M.GENITALIUM, TMA	2	\$ 156.03
97402001	CH 4J WELLNESS CLINIC	622	MAGNESIUM	2	\$ 14.17
97402001	CH 4J WELLNESS CLINIC	34879	METHYLMALONIC ACID	2	\$ 31.76
97402001	CH 4J WELLNESS CLINIC	90417	MRSA CULTURE SCREEN	2	\$ 67.70
97402001	CH 4J WELLNESS CLINIC	3TC	ORG ID 3	2	\$ 59.85
97402001	CH 4J WELLNESS CLINIC	RLB1	PATH REVIEW, LIQ PAP	2	\$ 15.18
97402001	CH 4J WELLNESS CLINIC	8847	PRO TIME WITH INR	2	\$ 9.67
97402001	CH 4J WELLNESS CLINIC	763	PTT, ACTIVATED	2	\$ 12.58
97402001	CH 4J WELLNESS CLINIC	809	SED RATE BY MOD WEST	2	\$ 8.07
97402001	CH 4J WELLNESS CLINIC	37923	SM ANTIBODY	2	\$ 20.50
97402001	CH 4J WELLNESS CLINIC	859	T-3, TOTAL	2	\$ 20.92

97402001	CH 4J WELLNESS CLINIC	905	URIC ACID	2	\$ 7.47
97402001	CH 4J WELLNESS CLINIC	4439	VZV IGG AB	2	\$ 22.78
97402001	CH 4J WELLNESS CLINIC	17180	17-OHPROGEST.LC/MSMS	1	\$ 34.56
97402001	CH 4J WELLNESS CLINIC	211	ACTH	1	\$ 122.60
97402001	CH 4J WELLNESS CLINIC	17181	ALDOSTERONE,LC/MS	1	\$ 117.02
97402001	CH 4J WELLNESS CLINIC	17365	ALPHA-THALASSEMIA EVAL	1	\$ 459.63
97402001	CH 4J WELLNESS CLINIC	823	ALT	1	\$ 6.50
97402001	CH 4J WELLNESS CLINIC	255	ANTI-DSDNA AB, EIA	1	\$ 18.40
97402001	CH 4J WELLNESS CLINIC	91726	APOLIPOPROTEIN B	1	\$ 25.00
97402001	CH 4J WELLNESS CLINIC	822	AST	1	\$ 6.50
97402001	CH 4J WELLNESS CLINIC	10165	BASIC METAB PNL	1	\$ 8.92
97402001	CH 4J WELLNESS CLINIC	285	BILIRUBIN,DIRECT	1	\$ 6.50
97402001	CH 4J WELLNESS CLINIC	7286	BILIRUBIN,FRAC.	1	\$ 6.69
97402001	CH 4J WELLNESS CLINIC	37386	BNP	1	\$ 114.56
97402001	CH 4J WELLNESS CLINIC	16796	CALPROTECTIN,STOOL	1	\$ 195.04
97402001	CH 4J WELLNESS CLINIC	34088	CHROMATIN AUTO AB	1	\$ 110.70
97402001	CH 4J WELLNESS CLINIC	26642	CK, TOTAL (REFL)	1	\$ 37.90
97402001	CH 4J WELLNESS CLINIC	4212	CORTISOL, A.M.	1	\$ 21.02
97402001	CH 4J WELLNESS CLINIC	375	CREATININE	1	\$ 6.50
97402001	CH 4J WELLNESS CLINIC	394	CULT, THROAT	1	\$ 59.24
97402001	CH 4J WELLNESS CLINIC	39515	CULTURE FUNGUS S/H/N	1	\$ 64.65
97402001	CH 4J WELLNESS CLINIC	10018	CYCLOSPOR/ISOS	1	\$ 67.82
97402001	CH 4J WELLNESS CLINIC	CYTP1	CYTYC PAP	1	\$ 34.62
97402001	CH 4J WELLNESS CLINIC	8293	DIRECT LDL	1	\$ 17.75
97402001	CH 4J WELLNESS CLINIC	11290	FECAL IMMUNOCHEM	1	\$ 22.18
97402001	CH 4J WELLNESS CLINIC	457	FERRITIN	1	\$ 13.11
97402001	CH 4J WELLNESS CLINIC	34878	GAD-65 AB	1	\$ 204.79
97402001	CH 4J WELLNESS CLINIC	37676	HBC TOTAL W/REFL IGM	1	\$ 74.95
97402001	CH 4J WELLNESS CLINIC	8435	HCG TOTAL QL	1	\$ 19.73
97402001	CH 4J WELLNESS CLINIC	38317	HCG, SERUM QT (REFL)	1	\$ 111.45
97402001	CH 4J WELLNESS CLINIC	94345	HCV WITH REFLEXES	1	\$ 18.44
97402001	CH 4J WELLNESS CLINIC	501	HEP B CORE AB, TOTAL	1	\$ 74.95
97402001	CH 4J WELLNESS CLINIC	4848	HEP B CORE IGM AB	1	\$ 18.44
97402001	CH 4J WELLNESS CLINIC	499	HEP B SURF AB QL	1	\$ 71.28
97402001	CH 4J WELLNESS CLINIC	8472	HEP C AB W/REFL HCV	1	\$ 18.44
97402001	CH 4J WELLNESS CLINIC	8013	HETER.MONO (REFL)	1	\$ 32.67
97402001	CH 4J WELLNESS CLINIC	31532	HPV HR	1	\$ 105.88
97402001	CH 4J WELLNESS CLINIC	2649	HSV CULT W/TYPING	1	\$ 74.67
97402001	CH 4J WELLNESS CLINIC	37933	IA-2 ANTIBODY	1	\$ 160.33
97402001	CH 4J WELLNESS CLINIC	539	IMMUNOGLOBULIN A	1	\$ 14.50
97402001	CH 4J WELLNESS CLINIC	LFO1	IV-PATH, G&M, 1SP	1	\$ 59.96

97402001	CH 4J WELLNESS CLINIC	964	MEASLES AB IGG,EIA	1	\$ 20.59
97402001	CH 4J WELLNESS CLINIC	8624	MUMPS VIRUS IGG, EIA	1	\$ 14.00
97402001	CH 4J WELLNESS CLINIC	1AC	ORG ID 1	1	\$ 29.26
97402001	CH 4J WELLNESS CLINIC	2UR	ORG ID 2	1	\$ 39.90
97402001	CH 4J WELLNESS CLINIC	678	OSMOLALITY (U)	1	\$ 79.47
97402001	CH 4J WELLNESS CLINIC	681	OVA AND PARASITE	1	\$ 12.61
97402001	CH 4J WELLNESS CLINIC	16846	PRA LC/MS/MS	1	\$ 100.31
97402001	CH 4J WELLNESS CLINIC	UR1P	PRESUMPTIVE ID 1 M	1	\$ 19.95
97402001	CH 4J WELLNESS CLINIC	746	PROLACTIN	1	\$ 17.90
97402001	CH 4J WELLNESS CLINIC	5363	PSA, TOTAL	1	\$ 17.57
97402001	CH 4J WELLNESS CLINIC	36970	QUANTIFERON(R) PL 1T	1	\$ 57.92
97402001	CH 4J WELLNESS CLINIC	37679	SICKLE CELL W/REFL	1	\$ 26.30
97402001	CH 4J WELLNESS CLINIC	3820	STAT ASSAY 1	1	\$ 29.32
97402001	CH 4J WELLNESS CLINIC	1UR2	SUSC-2	1	\$ 47.14
97402001	CH 4J WELLNESS CLINIC	90349	SYPHILIS AB CASCADE	1	\$ 75.78
97402001	CH 4J WELLNESS CLINIC	861	T-3 UPTAKE	1	\$ 14.66
97402001	CH 4J WELLNESS CLINIC	18944	TESTOSTERONE, FREE	1	\$ 203.10
97402001	CH 4J WELLNESS CLINIC	873	TESTOSTERONE,MALE,IA	1	\$ 25.92
97402001	CH 4J WELLNESS CLINIC	899	TSH	1	\$ 18.84
97402001	CH 4J WELLNESS CLINIC	36127	TSH W/REFL FT4	1	\$ 18.84
97402001	CH 4J WELLNESS CLINIC	8821	TTG IGA	1	\$ 134.86
97402001	CH 4J WELLNESS CLINIC	6448	UA, MACROSCOPIC	1	\$ 4.56
97402001	CH 4J WELLNESS CLINIC	8563	UA, MICROSCOPIC	1	\$ 5.35
97402001	CH 4J WELLNESS CLINIC	3020	UA,COMP W/RFL CULT	1	\$ 9.91
97402001	CH 4J WELLNESS CLINIC	91476	UREAPLASMA SPP. PCR	1	\$ 181.22
97402001	CH 4J WELLNESS CLINIC	90353	VITAMIN B1,LCMSMS,P	1	\$ 144.67
97402001	CH 4J WELLNESS CLINIC	927	VITAMIN B12	1	\$ 17.15
97402001	CH 4J WELLNESS CLINIC	16558	VITAMIN D,1,25	1	\$ 252.99
97402001	CH 4J WELLNESS CLINIC	14505	VZV AB, ACIF	1	\$ 121.48

4. Clinic Equipment and Supplies Fees

The direct expense for equipment and supplies, with no mark-up, will be billed monthly to 4J School District with back-up invoices from vendors. The following expenses are based on actual quantities utilized in the Clinic during the past 12 months.

CLINIC ITEM or SERVICE	QUANTITY	RATE	ESTIMATED MONTHLY COST
Copier/Scanner	1		\$114
Laundry Service	Based on patient visits		\$368
Medical Gases	Based on patient need		\$231
Medical Supplies	Based on patient need		\$756
Office Supplies			\$214
Pharmaceuticals, including vaccines	Based on patient need		\$4,946
TOTAL CLINIC SUPPLIES			\$6,629
CLINIC PURCHASED SERVICES	QUANTITY	RATE	ESTIMATED MONTHLY COST
Electronic Medical Record (EMR) Maintenance Fees	2.5	\$164.50/month/medical and mental health provider	\$411
RN On-Call Service for After Hours *	Average of 14 Calls/Month that are triaged to RN	Basic Call Rate - \$200 RN Calls are charged \$14.50 each	\$415
Waystar Clearinghouse for Claims Processing	1	Monthly Average - \$1176	\$1,176
PCPCH Electronic Medical Record (EMR) Module Fees	2	\$75/month/medical and mental health provider	\$150
Electronic Medical Record (EMR) HEDIS Module	2	\$75/month/medical provider	\$150
Electronic Medical Record Televisit Fees and Reminder Texts	2	\$50/month/medical provider	\$320

Verizon Wireless Connection for Laptop	1	\$131.25/month	\$131.25
TOTAL PURCHASED SERVICES			\$2,754
TOTAL SUPPLIES AND PURCHASED SERVICES			\$9,383

5. Fee Summary

ITEM or SERVICE	MONTHLY FEE	ANNUAL FEE
Staffing Expense	\$46,321	\$555,852
Clinic Supplies	\$6,629	\$79,548
Clinic Purchased Services	\$131.25	\$1,575
Electronic Medical Record Fees	\$411	\$4,932
Waystar Clearinghouse	\$1,176	\$14,112
PCPCH Fees – EMR module and RN Call for after-hours*	\$1,035	\$12,420
Laboratory Fees	\$6,446	\$77,352
Professional Liability & Workers' Comp Insurance	\$485	\$5,820
Provider Education	\$150	\$1,800
Licenses & Subscriptions (CLEA, DEA, Up-To-Date)	\$220	\$2,640
Administrative Fee including IT support, Executive oversight and participation in 4J Wellness Committee, Payroll, HR, Accounts Payable, and Margin	\$11,821	\$141,852
Billing Fee	\$2,200	\$26,400
TOTAL	\$ 77,025.25	\$924,303

*PCPCH – Patient Centered Primary Care Home. This certification requires a module that tracks meaningful use and provides more templates for care planning. A 24 hour answering service is required for this certification.

6. **Basis for 2023-2024 and 2024-2025 rates. Proposals should state the basis for establishing costs for periods July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025.**

Cascade Health projections for the fees for 2023-2024 are based on the actual costs to operate the 4J Wellness Clinic at the current staffing levels and the number of patient visits in 2022-2023. Salaries include a 3% increase to coincide with increases for Cascade Health employees scheduled for September 1, 2023. Medical benefits were projected to increase by 5% starting July 1, 2023; renewal bids have not been submitted so this could change. Since fees charged to 4J School District are based on direct costs, the costs of supplies and services may vary based on vendor pricing.

Rates for contract year 2024-2025 are projected to increase by 3% for salaries, services and supplies. Benefits are projected to increase 5% on July 1, 2025.

ALTERNATE SERVICES

Please refer to detail for each item in section Describe Alternate Designs on pages 25.

Item	Costs
1. <u>Prediabetes Education and Intervention</u>	\$90 per visit
Offered to patients who currently do not have a diabetes diagnosis, but can benefit from intervention and education.	
2. <u>On-site Occupational Health Provider</u>	\$150/hr
Additional fees will apply for specific tests	
Workers Comp injuries will be billed to insurer	

4J RFP Attachments

Attachment A: Additional Representations

ATTACHMENT A ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the Proposer certifies that:

1 Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

2 The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.

3 The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:

- The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
- Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
- No attempt has been nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
- Said Proposer is not in arrears to District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to District and has not been declared irresponsible, or unqualified, by any department of District or the State of Oregon, nor is there any proceeding pending relation to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none"): _____

4 The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.

5 The Proposer fully understands and submits its proposal with the specific knowledge that:

- The selected proposal must be approved by the School Board.
- In the event that the Proposer's response is accepted, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the appropriate District authority must approve the resultant contract.

Signature

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Eugene School District 4J to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Name of Proposer: _____

Signature of Proposer: T. B. [Signature]

Title: _____

Date: _____

Attachment B: References

ATTACHMENT B REFERENCES

Provide the names and addresses of five (5) agencies your company has provided services similar herein. District may perform reference checks to evaluate existing service.

VENDOR NAME: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Attachment C: Signature Page

ATTACHMENT C
SIGNATURE PAGE

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting a proposal, represents that:

- The Proposer has read and understands the specifications and any drawings or attachments and the Proposer is made in accordance herewith.
- The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specification or any terms of this Request for Proposal may disqualify the Vendor as being non-responsive.

The undersigned certifies that the proposal has been arrived at by Vendor independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

NON-DISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

RESIDENT CERTIFICATE

The Bidder, pursuant to ORS 279A.120(1), (check one) is ____ or is not ____ a resident Bidder. If not, indicate State of residency: _____ .

PAY EQUITY CERTIFICATE

This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? YES / NO / N/A . [If the certificate was provided with the

Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

We therefore offer and make this proposal on furnishing the requested product and services at the prices indicated herein in fulfillment of the specifications of Eugene School District 4J.


Vendor Organization Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signer Name/Title: _____

Phone Number: () _____ Email: _____

SIGNATURE:  _____ DATE: _____

Attachment D: Tax Classification

ATTACHMENT D
TAX CLASSIFICATION

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate
- Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) ___
Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Exempt Payee: Enter type of organization: _____
Note: See IRS Form W9 for types of payees exempt from backup withholding

Taxpayer Identification Number (TIN): _____
The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Vendor Statement

Vendor represents and warrants that Vendor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Vendor covenants that Vendor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Vendor to comply with the tax laws before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.



Vendor Signature, Title

Date

Attachment E: Certified Disadvantage Business Outreach Plan

**ATTACHMENT E
CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN**

Proposer Name: _____ Date: _____

Contact Name: _____ Telephone: _____ E-Mail: _____

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1 Is Proposer an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB and supply Oregon State Certification Number: _____

2 Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.

3 Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

4 Does Proposer foresee any subcontracting opportunities for this procurement? Yes No

- If no, do not complete the rest of this form and submit this first page with your Proposal.
- If yes, please complete the following page and submit all pages with your Proposal.

5 Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.

6 Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.

7 Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?

Company Name: _____

Authorized Signature: T-B Date: _____

Name of Authorized Representative: _____

Title: _____

Attachment F: Proposed Fee Schedule

ATTACHMENT F PROPOSED FEE SCHEDULE

PROPOSED FEES FOR DUPLICATING CURRENT SERVICES

Proposals should include sufficient information to address initial start-up costs, staffing, Clinic administration, laboratory work, and medical supplies/equipment fees for the period July 1, 2023 through June 30, 2024.

Start-up costs (such as computers and initial staff recruitment cost)

- Proposals should include a brief description and itemization of these items.

ITEM OR SERVICE	QUANTITY	RATE	TOTAL

Staffing Fees

- Proposals should include all professional, support, and administrative personnel costs for operation and management of the Clinic. These costs should be based on a monthly payment and include insurance fees and cost of employee benefits.

STAFF POSITION	FTE OR HOURS	MONTHLY FEE	ANNUAL TOTAL

Laboratory Fees

- Proposals should include a brief description and an itemization or the basis of these fees.

ITEM OR SERVICE	QUANTITY	RATE	TOTAL

Clinic Equipment and Supplies Fees

- Proposals should include a brief description and an itemization or the basis of these fees.

ITEM OR SERVICE	QUANTITY	RATE	TOTAL

Fee Summary

ITEM OR SERVICE	MONTHLY FEE	ANNUAL FEE
Start Up Costs		
Staffing		
Laboratory		
Equipment and Supplies		
Total Proposed Fees		

Basis for 2023-24 and 2024-25 Rates

- Proposals should state the basis for establishing costs for periods July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025.

Proposed Fees for Alternate Proposals

- Proposals should include detailed fee schedules for each alternate proposal.

Attachment G: 2021 Financial Statement

**WILLAMETTE COMMUNITY HEALTH SOLUTIONS
dba CASCADE HEALTH**

FINANCIAL STATEMENTS

For the Years Ended December 31, 2021 and 2020



WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
FINANCIAL STATEMENTS
For the Years Ended December 31, 2021 and 2020

TABLE OF CONTENTS

	<u>Page</u>
Independent Accountant's Review Report	1
Financial Statements:	
Statements of Financial Position	2 - 3
Statements of Activities	4 - 5
Statements of Functional Expenses	6 - 7
Statements of Cash Flows	8
Notes to Financial Statements	9 - 24

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
Willamette Community Health Solutions dba Cascade Health
Eugene, Oregon

We have reviewed the accompanying financial statements of Willamette Community Health Solutions dba Cascade Health (a nonprofit organization), which comprise the statements of financial position as of December 31, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Willamette Community Health Solutions dba Cascade Health and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Jones & Roth, P.C.

Jones & Roth, P.C.
Eugene, Oregon
September 8, 2022

FINANCIAL STATEMENTS

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
 STATEMENTS OF FINANCIAL POSITION
 December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Assets		
Current assets		
Cash and cash in bank	\$ 3,999,355	\$ 5,851,226
Accounts receivable, net of contractual write-offs and allowance for doubtful accounts	3,761,722	2,895,309
Prepaid expenses and other current assets	326,961	293,495
Unconditional promises to give, net	20,437	75,122
Investments, cash equivalents	1,446,032	1,790,392
Investments, other short-term	<u>11,608,685</u>	<u>10,980,579</u>
Total current assets	<u>21,163,192</u>	<u>21,886,123</u>
Property, equipment, and leasehold improvements, net	<u>14,680,727</u>	<u>14,781,407</u>
Other assets		
Other long-term investments	1,669,936	1,592,587
Long-term deposit	11,799	11,799
Intangibles, net of accumulated amortization of \$9,842 in 2021 and \$8,947 in 2020	<u>24,158</u>	<u>25,053</u>
Total other assets	<u>1,705,893</u>	<u>1,629,439</u>
Total assets	<u>\$ 37,549,812</u>	<u>\$ 38,296,969</u>

	<u>2021</u>	<u>2020</u>
Liabilities and Net Assets		
Current liabilities		
Accrued payroll and related liabilities	\$ 1,183,422	\$ 1,253,716
Accounts payable	442,006	399,249
Current maturities of long-term debt	459,742	312,523
Other short-term liabilities	<u>108,750</u>	<u>-</u>
Total current liabilities	<u>2,193,920</u>	<u>1,965,488</u>
Long-term liabilities		
Long-term debt, net of current maturities and unamortized loan acquisition costs	7,178,343	7,669,669
Unfunded projected defined benefit pension obligation	7,550,472	15,424,656
Paycheck Protection Program loan	-	2,543,200
Other long-term liabilities	<u>-</u>	<u>404,455</u>
Total long-term liabilities	<u>14,728,815</u>	<u>26,041,980</u>
Total liabilities	<u>16,922,735</u>	<u>28,007,468</u>
Net assets		
Net assets without donor restrictions	20,502,533	9,996,448
Net assets with donor restrictions	<u>124,544</u>	<u>293,053</u>
Total net assets	<u>20,627,077</u>	<u>10,289,501</u>
Total liabilities and net assets	<u>\$ 37,549,812</u>	<u>\$ 38,296,969</u>

See independent accountant's review report and accompanying notes,
which are an integral part of these statements.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
 STATEMENTS OF ACTIVITIES
 For the Years Ended December 31, 2021 and 2020

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Operating revenues			
Medicare	\$ 11,895,019	\$ -	\$ 11,895,019
Commercial and industrial income	14,867,451	-	14,867,451
Other operating revenues	148,296	-	148,296
Contractual write-offs	<u>(4,344,860)</u>	<u>-</u>	<u>(4,344,860)</u>
Net operating revenues	<u>22,565,906</u>	<u>-</u>	<u>22,565,906</u>
Operating expenses			
Program services	18,576,624	-	18,576,624
Administration	4,141,655	-	4,141,655
Fundraising	<u>184,070</u>	<u>-</u>	<u>184,070</u>
Total operating expenses	<u>22,902,349</u>	<u>-</u>	<u>22,902,349</u>
Net operating loss	<u>(336,443)</u>	<u>-</u>	<u>(336,443)</u>
Support and other income (expense)			
Rental income	181,700	-	181,700
Interest and dividend income	581,243	-	581,243
Interest expense	(288,486)	-	(288,486)
Other components of net periodic pension benefit income (cost)	229,350	-	229,350
Gain (loss) on asset disposal	15,256	-	15,256
Donations and support	249,447	205,448	454,895
Net realized investment gain	359,119	-	359,119
Net unrealized investment gain	322,794	-	322,794
Provider relief funds	-	-	-
Paycheck Protection Program loan forgiveness	2,543,200	-	2,543,200
Net assets released from restriction	<u>373,957</u>	<u>(373,957)</u>	<u>-</u>
Total support and other income (expense)	<u>4,567,580</u>	<u>(168,509)</u>	<u>4,399,071</u>
Change in net assets	4,231,137	(168,509)	4,062,628
Net assets, beginning of year	9,996,448	293,053	10,289,501
Net accretion (amortization) of gain (loss) in fair value of pension plan assets	<u>6,274,948</u>	<u>-</u>	<u>6,274,948</u>
Net assets, end of year	<u>\$ 20,502,533</u>	<u>\$ 124,544</u>	<u>\$ 20,627,077</u>

2020		
Without Donor Restrictions	With Donor Restrictions	Total
\$ 11,081,052	\$ -	\$ 11,081,052
14,584,770	-	14,584,770
248,038	-	248,038
<u>(4,537,942)</u>	<u>-</u>	<u>(4,537,942)</u>
21,375,918	-	21,375,918
17,618,213	-	17,618,213
3,818,534	-	3,818,534
<u>245,851</u>	<u>-</u>	<u>245,851</u>
21,682,598	-	21,682,598
<u>(306,680)</u>	<u>-</u>	<u>(306,680)</u>
173,595	-	173,595
478,007	-	478,007
<u>(281,655)</u>	<u>-</u>	<u>(281,655)</u>
(236,036)	-	(236,036)
(5,188)	-	(5,188)
152,933	270,168	423,101
447,028	-	447,028
791,552	-	791,552
-	561,918	561,918
-	-	-
<u>1,050,281</u>	<u>(1,050,281)</u>	<u>-</u>
<u>2,570,517</u>	<u>(218,195)</u>	<u>2,352,322</u>
2,263,837	(218,195)	2,045,642
7,232,879	511,248	7,744,127
<u>499,732</u>	<u>-</u>	<u>499,732</u>
<u>\$ 9,996,448</u>	<u>\$ 293,053</u>	<u>\$ 10,289,501</u>

See independent accountant's review report and accompanying notes,
which are an integral part of these statements.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended December 31, 2021

	Program Services	Percentage of Operating Revenues	Administration	Percentage of Operating Revenues	Fundraising	Percentage of Operating Revenues	Total
Salaries and wages	\$ 11,293,289	50.0	2,022,820	9.0	\$ 78,454	0.3	\$ 13,394,563
Payroll taxes	905,478	4.0	197,389	0.9	1,579	-	1,104,446
Employee benefits	1,642,088	7.3	612,580	2.7	1,366	-	2,256,034
Unemployment benefits	-	-	37,899	0.2	-	-	37,899
Taxes and licenses	-	-	4,246	-	240	-	4,486
Retirement benefits	645,471	2.9	168,620	0.7	3,222	-	817,313
Contract labor	811,403	3.6	269,882	1.2	17,071	0.1	1,098,356
Depreciation and amortization	427,734	1.9	176,145	0.8	895	-	604,774
Medical supplies	1,246,270	5.5	-	-	-	-	1,246,270
Office supplies and expense	91,703	0.4	29,651	0.1	11,553	0.1	132,907
Postage	23,071	0.1	2,643	-	1,854	-	27,568
Printing	13,030	0.1	-	-	7,676	-	20,706
Rent	-	-	-	-	17,217	0.1	17,217
Equipment rental	333,990	1.5	6,600	-	-	-	340,590
Expendable equipment	15,822	0.1	27,735	0.1	230	-	43,787
Telephone	72,577	0.3	17,608	0.1	-	-	90,185
Utilities	32,801	0.1	91,394	0.4	-	-	124,195
Maintenance and repairs	159,100	0.7	52,826	0.2	-	-	211,926
Auto expense	179,627	0.8	1,551	-	-	-	181,178
Dues and subscriptions	31,047	0.1	31,537	0.1	6,640	-	69,224
Insurance	120,605	0.5	30,151	0.1	-	-	150,756
Professional services	11,994	0.1	152,385	0.7	-	-	164,379
Staff training	29,366	0.1	27,946	0.1	5	-	57,317
Bank charges	-	-	85,772	0.4	7,746	-	93,518
Food services	31,287	0.1	3,103	-	15,425	0.1	49,815
Lab expense	395,647	1.8	-	-	-	-	395,647
Physician fees	36,070	0.2	12,000	0.1	-	-	48,070
Advertising	14,787	0.1	62,400	0.3	344	-	77,531
Charity Care	8,844	-	-	-	-	-	8,844
Miscellaneous expense	3,523	-	16,772	0.1	12,553	0.1	32,848
Total functional expenses	\$ 18,576,624	82.3	\$ 4,141,655	18.3	\$ 184,070	0.8	\$ 22,902,349

See independent accountant's review report and accompanying notes, which are an integral part of these statements.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended December 31, 2020

	Program Services	Percentage of Operating Revenues	Administration	Percentage of Operating Revenues	Fundraising	Percentage of Operating Revenues	Total
Salaries and wages	\$ 10,653,566	49.8	\$ 1,823,383	8.5	\$ 138,416	0.6	\$ 12,615,365
Payroll taxes	827,377	3.9	161,407	0.8	11,506	0.1	1,000,290
Employee benefits	1,466,407	6.9	640,440	3.0	16,708	0.1	2,123,555
Unemployment benefits	-	-	17,448	0.1	-	-	17,448
Taxes and licenses	-	-	1,158	-	-	-	1,158
Retirement benefits	619,199	2.9	149,594	0.7	14,281	0.1	783,074
Contract labor	881,899	4.1	219,587	1.0	1,635	-	1,103,121
Depreciation and amortization	427,218	2.0	174,069	0.8	895	-	602,182
Medical supplies	1,204,816	5.6	-	-	-	-	1,204,816
Office supplies and expense	144,740	0.7	89,938	0.4	6,491	-	241,169
Postage	23,252	0.1	2,490	-	592	-	26,334
Printing	22,893	0.1	168	-	1,842	-	24,903
Rent	-	-	-	-	18,324	0.1	18,324
Equipment rental	326,403	1.5	6,679	-	-	-	333,082
Expendable equipment	14,806	0.1	9,175	-	1,416	-	25,397
Telephone	71,109	0.3	16,005	0.1	-	-	87,114
Utilities	30,456	0.1	90,646	0.4	-	-	121,102
Maintenance and repairs	152,570	0.7	51,067	0.2	-	-	203,637
Auto expense	173,545	0.8	1,513	-	-	-	175,058
Dues and subscriptions	31,091	0.1	30,716	0.1	4,678	-	66,485
Insurance	110,581	0.5	27,644	0.1	-	-	138,225
Professional services	17,005	0.1	169,698	0.8	-	-	186,703
Staff training	21,476	0.1	12,642	0.1	2,810	-	36,928
Bank charges	-	-	73,102	0.3	2,173	-	75,275
Food services	31,549	0.1	3,816	-	-	-	35,365
Lab expense	312,772	1.5	-	-	-	-	312,772
Physician fees	30,690	0.1	-	-	-	-	30,690
Advertising	17,018	0.1	32,244	0.2	-	-	49,262
Charity Care	5,175	-	-	-	-	-	5,175
Miscellaneous expense	600	-	13,905	0.1	24,084	0.1	38,589
Total functional expenses	\$ 17,618,213	82.2	\$ 3,818,534	17.7	\$ 245,851	1.1	\$ 21,682,598

See independent accountant's review report and accompanying notes, which are an integral part of these statements.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
 STATEMENTS OF CASH FLOWS
 For the Years Ended December 31, 2021 and 2020

	2021	2020
Cash flows from operating activities		
Change in net assets	\$ 4,062,628	\$ 2,045,642
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	604,774	602,182
Amortization of loan acquisition costs	26,745	9,795
(Gain) loss on asset disposal	(15,256)	5,188
Investment gain, net realized and unrealized	(681,913)	(1,238,580)
Contributions to defined benefit pension plan	(1,877,666)	(1,200,000)
Net periodic pension benefit cost	278,430	732,982
Forgiveness of PPP loan	(2,543,200)	-
(Increase) decrease in:		
Accounts receivable, net	(866,413)	(485,991)
Unconditional promises to give, net	54,685	28,083
Prepaid expenses and other current assets	(33,466)	(55,717)
Increase (decrease) in:		
Accrued payroll and related liabilities	(70,294)	(81,454)
Accounts payable	42,757	(25,864)
Other short-term liabilities	108,750	(75,000)
Other long-term liabilities	(404,455)	277,707
Net cash provided (used) by operating activities	(1,313,894)	538,973
Cash flows from investing activities		
Purchase of investments	(4,100,325)	(4,395,325)
Proceeds from investments	4,421,143	6,071,173
Proceeds from sale of property and equipment	17,579	-
Purchase of property and equipment	(505,522)	(88,415)
Net cash provided (used) by investing activities	(167,125)	1,587,433
Cash flows from financing activities		
Proceeds from Paycheck Protection Program loan	-	2,543,200
Repayment of long-term debt	(8,007,598)	(302,212)
Proceeds from long-term debt	7,636,746	-
Net cash provided (used) by financing activities	(370,852)	2,240,988
Net increase (decrease) in cash and cash in bank	(1,851,871)	4,367,394
Cash and cash in bank, beginning of year	5,851,226	1,483,832
Cash and cash in bank, end of year	\$ 3,999,355	\$ 5,851,226
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 261,741	\$ 271,860

See independent accountant's review report and accompanying notes,
 which are an integral part of these statements.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

1. Nature of Organization and Summary of Significant Accounting Policies

Nature of Organization

Willamette Community Health Solutions dba Cascade Health (Cascade Health) (previously known as McKenzie Willamette Hospital) was incorporated in the state of Oregon in 1955. On October 1, 2003, Cascade Health substantially reduced services provided when the management of hospital operations was spun off into a joint venture, McKenzie Willamette Medical Center. Cascade Health's interest in the joint venture was sold in 2008. Cascade Health continues to operate the outpatient services and assets of the hospital, including the Home Health and Hospice Program and the Occupational Health Program. Cascade Health's mission is to provide community-based medical services to employers and individuals, designed to improve health and quality of life.

The Cascade Health Foundation is a division of Cascade Health and consists primarily of fundraising activities to help serve communities through philanthropic programs and services which respond to community health needs. Services are available to Lane County, Oregon and surrounding area residents.

Basis of Accounting and Financial Statement Presentation

The financial statements of Cascade Health have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). Revenues are recognized when earned and expenses are recorded when incurred.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and changes therein, and disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Cash and Cash in Bank

All cash and cash in bank are held in depository accounts with a local financial institution.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances and consist primarily of amounts due from Medicare, Medicaid, and commercial insurance companies. These accounts are subject to various state and federal regulations. Accounts receivable are considered past due 30 days after billing and no interest is charged on past due accounts. The allowance method is used to account for uncollectible accounts receivable and contractual write-offs. Based on management's evaluation of uncollected accounts receivable at the end of each year, the allowance is adjusted and the difference is charged (or credited) against bad debt expense or contractual write-offs. Management's evaluation includes a review of existing receivables, prior bad debt experience and expected contractual write-offs based on contractual discounts with applicable organizations. Management estimated that the necessary provision for uncollectible accounts and contractual write-offs at December 31, 2021 and 2020, was \$873,337 and \$891,827, respectively.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

1. Nature of Organization and Summary of Significant Accounting Policies, continued

Accounts Receivable, continued

Accounts receivable include balances outstanding for greater than 90 days, before contractual write-offs and the allowance for doubtful accounts of \$1,700,313 and \$1,002,044, at December 31, 2021 and 2020, respectively. Management believes the allowance for doubtful accounts and contractual write-offs is adequate to absorb any amounts that are not collected.

The balance of accounts receivable as of January 1, 2020 was \$2,409,318.

Investments

Investments are reported at their fair value in the statements of financial position. Included in investments are cash equivalents, which are comprised of highly liquid investments with original maturities of three months or less. See Note 4 for a discussion of fair value measurements. Unrealized gains and losses are included in the change in net assets. Because these gains and losses are considered without restrictions, they are included in changes in net assets without donor restrictions.

Revenue Recognition

Cascade Health has agreements with third-party payers, including Medicaid, Medicare, and other private insurance coverages that provide for payments to Cascade Health at contractual amounts different from its established rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered. The majority of Cascade Health's operating revenue is recognized at a point in time when the service is provided to the patient at the time of the visit, which is considered satisfaction of the performance obligation. In addition, the majority of Cascade Health's contracts do not contain variable consideration or contract modifications.

Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the same year in which the contributions are recognized. All other donor-restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

An allowance for uncollectible promises is provided based on management's evaluation of potential uncollectible promises receivable at year-end. The allowance at December 31, 2021 and 2020, was \$1,076 and \$3,954, respectively.

Property, Equipment, and Leasehold Improvements

Property, equipment, and leasehold improvements are recorded at cost. Major expenditures for property and those which substantially increase useful lives with an original cost exceeding \$1,000 are capitalized. Maintenance, repairs, and minor renewals that do not extend the useful life or increase the value of the asset are expensed as incurred. Gain or loss is recognized on those assets sold or retired.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

1. Nature of Organization and Summary of Significant Accounting Policies, continued

Property, Equipment, and Leasehold Improvements, continued

Depreciation of buildings, leasehold improvements, and furniture and equipment is computed using the straight-line method over the estimated useful lives of the related assets. Estimated useful lives range from 2 to 50 years.

Net Assets

Not-for-profit organizations are required to report information regarding their financial position and activities according to two classes of net assets: net asset without donor restrictions and net assets with donor restrictions. Net assets with donor restrictions as of December 31, 2021 and 2020 consisted of the following:

	2021	2020
Net assets with donor restrictions – perpetual in nature	\$ 114,544	\$ 283,053
Net assets with donor restrictions – not perpetual in nature	10,000	10,000
Total net assets with donor restrictions	\$ 124,544	\$ 293,053

Charity Care

Cascade Health maintains records to identify and monitor the level of charity care provided. These records include the estimated cost of services and supplies furnished under the charitable care policy. Cascade Health has established a sliding-fee schedule up to 200 percent of the federal poverty guidelines. For those applicants that qualify based on income, assets, employment, and family size, a portion of the charges may be foregone. During the years ended December 31, 2021 and 2020, Cascade Health provided charity care services of \$8,844 and \$5,175, respectively, which approximates the cost basis of these services.

Retirement Plan – Defined Benefit Plan

Under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 715, *Compensation – Retirement Benefits*, annual pension cost is actuarially determined based on current service cost, interest cost, actual return on plan assets, amortization of unrecognized prior service cost, gains and losses, and amortization of the net liability for the plan. Because new participation in the plan has ceased, the benefit costs were based solely on three factors: interest cost, return on plan assets, and actuarial gains and losses. The accrued defined benefit pension liability on the statements of financial position equals the unfunded status of the plan and the difference between annual pension cost and the change in the accrued, defined benefit, pension liability is recorded as a direct adjustment to net assets in the statements of activities.

FASB ASC 715 provides the framework for an employer that sponsors one or more defined benefit pension plans. The standard requires an entity to recognize in its statement of financial position an asset for a defined benefit postretirement plan's overfunded status or a liability for a plan's underfunded status; measure a defined benefit postretirement plan's assets and obligations that determine its funded status as of the end of the employer's fiscal year; and recognize changes in the funded status of a defined benefit postretirement plan in changes in net assets without donor restrictions in the year in which the changes occur.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

1. Nature of Organization and Summary of Significant Accounting Policies, continued

Retirement Plan – Defined Benefit Plan, continued

FASB ASC 715 does not change the amount of net periodic benefit cost included in revenue in excess of expenses or address the various measurement issues associated with postretirement benefit plan accounting.

Income Taxes

Cascade Health is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC), with the exception of rental income as noted below, and is not classified as a private foundation under Section 509(a)(2); therefore, no provision for federal or state income taxes has been included in these financial statements.

The preparation of financial statements in conformity with U.S. GAAP requires Cascade Health to report information regarding its exposure to various tax positions taken. Cascade Health has determined whether any tax positions have met the recognition threshold and has measured Cascade Health's exposure to those tax positions. Management believes Cascade Health has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities.

Loan Acquisition Costs

Loan acquisition costs include accumulated amortization of \$1,340 and \$77,122 at December 31, 2021 and 2020, respectively. The costs are being amortized over the life of the loans and are presented as a reduction of the carrying amount of long-term debt.

Advertising

Advertising and marketing costs are expensed when incurred. Total advertising expenses were \$77,531 and \$49,262 for the years ended December 31, 2021 and 2020, respectively.

Rental Income

Rental income is from a portion of Cascade Health's corporate office building leased to other tenants. The rental activity is considered an unrelated business activity and any net income generated from the activity is subject to income tax.

Functional Expenses

The allocation of functional expenses to the various organizational activities is based primarily on actual expenses and time incurred by personnel. Allocation of administrative support expenses is based on management's analysis of various cost criteria. The activities relate to either program services or supporting services as follows:

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

1. Nature of Organization and Summary of Significant Accounting Policies, continued

Functional Expenses, continued

Program Services

Cascade Health offers a unique array of services that positively contribute to people's health. Cascade Health provides health solutions throughout the continuum of care to individuals in their home, at work, and in our community. Services include home health, hospice, an occupational medicine clinic, a physical and occupational therapy clinic for injured workers, a medic unit to respond to workplace injuries, on-site wellness programs, employer sponsored onsite wellness clinics, an employee assistance program, a prescription assistance program for low income individuals, a diabetic education program that is ADA certified, and nutrition education.

Supporting Services

Administration – These expenses are related to the administration, accounting, personnel, and organization-wide functions necessary for Cascade Health to operate.

Fundraising – These expenses primarily relate to direct costs incurred for annual fundraisers, donor relations, and community outreach.

Liquidity and Reserves

Financial assets available for general expenditure, without donor or other restrictions limiting their use, within one year of the statements of financial position date, comprise the following:

	<u>2021</u>	<u>2020</u>
Cash and cash in bank	\$ 3,999,355	\$ 5,851,226
Accounts receivable, net of contractual write-offs and allowance for doubtful accounts	3,761,722	2,895,309
Investments, cash equivalents	1,446,032	1,790,392
Investments, other short-term	<u>11,608,685</u>	<u>10,980,579</u>
	20,815,794	21,517,506
Less: Funds designated by board or management	(740,995)	(740,995)
Less: Donor restricted funds	<u>(124,544)</u>	<u>(293,053)</u>
Financial assets available for general expenditure	<u>\$ 19,950,255</u>	<u>\$ 20,483,458</u>

The Board of Directors has designated a portion of Cascade Health's net assets without donor restrictions to be reserved for the purpose of future financial stability.

Intangibles Assets

Intangible assets are amortized over their estimated useful lives, and are reviewed for impairment. The assets are carried at cost less accumulated amortization. For the year ending December 31, 2021 and 2020, there was no impairment of intangible assets. In 2010, two timeshares were donated to Cascade Health at a fair market value of \$34,000. The amortization expense for the years ended December 31, 2021 and 2020, was \$895.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

2. Investments

At December 31, investments were stated at fair value and consisted of the following:

	<u>2021</u>	<u>2020</u>
Cash equivalents	\$ 1,446,032	\$ 1,790,392
Short-term investments:		
Mutual funds	11,608,685	10,980,579
Long-term investments:		
Hedge funds	<u>1,669,936</u>	<u>1,592,587</u>
Total investments at fair value	<u>\$ 14,724,653</u>	<u>\$ 14,363,558</u>

3. Property, Equipment, and Leasehold Improvements

At December 31, property, equipment, and leasehold improvements consisted of the following:

	<u>2021</u>	<u>2020</u>
Land and improvements	\$ 3,456,757	\$ 3,453,665
Buildings	12,687,959	12,687,959
Leasehold improvements	752,730	707,547
Furniture and equipment	2,829,761	2,666,834
Construction in progress	<u>100,425</u>	<u>-</u>
	19,827,632	19,516,005
Accumulated depreciation	<u>(5,146,905)</u>	<u>(4,734,598)</u>
Property, equipment, and leasehold improvements, net	<u>\$ 14,680,727</u>	<u>\$ 14,781,407</u>

Depreciation expense for the years ended December 31, 2021 and 2020, was \$603,879 and \$601,287, respectively.

4. Fair Value Measurements

FASB ASC 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that Cascade Health has the ability to access.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

4. Fair Value Measurements, continued

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to their fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2021 and 2020.

Cash equivalents: Valued at cost, which approximates fair value.

Hedge funds: Valued at the net asset value (NAV) of shares held at year-end. The fair value of the hedge investment has been estimated using the NAV per share as provided by the fund manager of the hedge fund. Valuation of the hedge fund is reviewed periodically through consideration of market factors that include, but are not limited to, estimates of liquidation value, prices of recent transactions in the same or similar funds, current performance, future expectations of the particular investment, and changes in market outlook and the financing environment. Pursuant to ASU 2015-07, *Fair Value Measurements*, the hedge funds have not been classified in the fair value hierarchy. The hedge funds have no unfunded commitments and may be redeemed daily with no required notice period.

Mutual funds: Valued at the daily closing price as reported by the fund. All mutual funds held are open-ended mutual funds that are registered with the Securities and Exchange Commission and are deemed to be actively traded and have a readily determinable fair value.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair value. Furthermore, while Cascade Health believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, Cascade Health's investments at fair value as of December 31, 2021:

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

4. Fair Value Measurements, continued

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash equivalents	\$ 1,446,032	\$ -	\$ -	\$ 1,446,032
Mutual funds	<u>11,608,685</u>	<u>-</u>	<u>-</u>	<u>11,608,685</u>
Total assets at fair value	<u>\$ 13,054,717</u>	<u>\$ -</u>	<u>\$ -</u>	13,054,717
Investments measured at NAV:				
Hedge funds				<u>1,669,936</u>
Total investments, at fair value				<u>\$ 14,724,653</u>

The following table sets forth by level, within the fair value hierarchy, Cascade Health's investments at fair value as of December 31, 2020:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash equivalents	\$ 1,790,392	\$ -	\$ -	\$ 1,790,392
Mutual funds	<u>10,980,579</u>	<u>-</u>	<u>-</u>	<u>10,980,579</u>
Total assets at fair value	<u>\$ 12,770,971</u>	<u>\$ -</u>	<u>\$ -</u>	12,770,971
Investments measured at NAV:				
Hedge funds				<u>1,592,587</u>
Total investments, at fair value				<u>\$ 14,363,558</u>

5. Paycheck Protection Program Loan

On April 23, 2020, Cascade Health obtained a Paycheck Protection Program (PPP) loan from Umpqua Bank in the amount of \$2,543,200 under the provisions of the Coronavirus Aid, Relief and Economic Security Act (the CARES Act). The loan was accounted for in the financial statements under the provisions of Account Standards Codification (ASC) 470, *Debt*. The PPP Flexibility Act of 2020 delayed repayment of principal and interest until the date the forgiveness amount is remitted to the lender by the Small Business Administration (SBA). Under the terms of the PPP, up to 100 percent of the loan and related interest may be forgiven if the proceeds are used for covered expenses and certain other requirements related to wages and maintenance of full-time equivalent employees are met. Cascade Health applied for forgiveness and on June 10, 2021, the SBA forgave the loan in full. The forgiveness is included as a component of other income for 2021.

The SBA may undertake a review of a loan of any size during the six-year period following forgiveness or repayment of the loan, however, loans in excess of \$2M are subject to mandatory audit. The audit will include the loan forgiveness application as well as whether Cascade Health met the eligibility requirements of the program and received the proper loan amount. The timing and outcome of any SBA review is not known.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

6. Payroll Tax Deferral for Employers

Section 2302 of the CARES Act allowed for the deferral of the deposit and payment of the employer's share of social security taxes. As of December 31, 2020, Cascade Health had deferred social security tax of \$528,184. Of that, \$264,092 was included in accrued payroll and related liabilities and the remainder was in other long-term liabilities. As of December 31, 2021, the full amount was repaid.

7. Long-term Debt

At December 31, long-term debt consisted of the following:

	2021	2020
Note payable, Umpqua Bank, refinanced in June 2016, payable in monthly principal and interest installments of \$23,272 at 3.28%. Interest rate is fixed for 66 months, thereafter interest is based on the 3-year FHLB Seattle Fixed Rate plus 1.54%, with a floor of 3.28%. Note was refinanced in November 2021.	\$ -	\$ 3,484,250
Note payable, Umpqua Bank, construction draw period ended and permanent financing began in June 2017 in the amount of \$4,165,076, payable in monthly principal and interest installments of \$24,567 at 3.28%. Interest rate is fixed for 66 months, thereafter interest is based on the 4-year FHLB Des Moines Fixed Rate plus 1.0%, with a floor of 3.28% percent. Note was refinanced in November 2021.	-	4,522,684
Note payable, Umpqua Bank, payable in monthly principal and interest installments of \$54,258 at 2.92% beginning December 2021 and matures on November 18, 2036. Note is secured by real property; Suzanne Way and Hospice House.	<u>7,877,866</u>	<u>-</u>
Unamortized loan acquisition costs	7,877,866	8,006,934
Current maturities	<u>(239,781)</u>	<u>(24,742)</u>
	<u>(459,742)</u>	<u>(312,523)</u>
Long-term debt, net of current maturities and unamortized loan acquisition costs	<u>\$ 7,178,343</u>	<u>\$ 7,669,669</u>

The notes payable to Umpqua Bank requires certain covenants related to cash flow, debt service coverage, and financial reporting to the lending institution. Cascade Health was not aware of any non-compliance related to the relevant covenants as of December 31, 2021 and 2020.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

7. Long-term Debt, continued

The following is the combined aggregate amount of maturities for all long-term borrowings for each of the next five years:

<u>Year Ending December 31,</u>	
2022	\$ 459,742
2023	437,397
2024	449,951
2025	464,027
2026	477,952
Thereafter	<u>5,588,797</u>
Total balance due	<u>\$ 7,877,866</u>

8. Department of Health & Human Services Relief Fund Payment

In April 2020, Cascade Health was awarded provider relief funds from the Public Health and Social Services Emergency Fund. Under the terms of the receipt of the funds, the payment of \$561,918 was only to be used to prevent, prepare for, and respond to coronavirus. The payment was to be used to reimburse Cascade Health for health care related expenses or lost revenues attributable to coronavirus. Cascade Health was required to submit reports to the Department of Health & Human Services to ensure compliance with the conditions of the payment. The report was filed on August 26, 2021. At December 31, 2020, management believed that the full amount was used for covered expenses during the year ended December 31, 2020. As such, the amount was included in income as a conditional contribution pursuant to FASB ASC Topic 958-605. As of December 31, 2020, Cascade Health believes it has substantially met all the conditions of the contribution.

9. Uninsured Patients

For uninsured patients that do not qualify for charity care, Cascade Health recognized revenue on the basis of its standard rates for services provided on the basis of discounted rates if negotiated or provided by policy. Based on historical experience, a portion of Cascade Health's uninsured patients will be unable or unwilling to pay for the services provided; therefore, Cascade Health records a provision for bad debts related to uninsured patients in the period the services are provided. Patient service fees revenue, net of contractual discounts, but before the provision for bad debts, reported in the statements of activities as net operating revenue, recognized for the years ended December 31, 2021 and 2020, was as follows:

	Third-Party Payors	Self-Pay	Total
2021 patient service fees, net of contractual discounts	<u>\$ 23,949,869</u>	<u>\$ 1,159,237</u>	<u>\$ 25,109,106</u>
2020 patient service fees, net of contractual discounts	<u>\$ 20,394,177</u>	<u>\$ 981,741</u>	<u>\$ 21,375,918</u>

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

10. Leases

Lessee

Cascade Health leases space from McKinley Industrial Park, LLC, an outside party. The lease is effective through January 31, 2024. The terms of the lease call for monthly rent of \$1,390 through February 1, 2019; \$1,490 through January 31, 2020; \$1,527 through January 31, 2021; \$1,565 through January 31, 2022; \$1,604 through January 31, 2023; and \$1,644 through January 31, 2024. Total rent expense under this lease was \$17,217 and \$18,324 for the years ended December 31, 2021 and 2020, respectively.

Cascade Health leases a copier from an outside party. The terms call for minimum monthly rent of \$165. This lease expired May 2022. Cascade Health leases various other office equipment from an outside party. The terms call for minimum monthly rent of \$2,851. This lease is due to expire November 2022. Rent expense was \$36,195 for the years ended December 31, 2021 and 2020.

Minimum lease payments to be paid under these operating leases are as follows:

<u>Year Ending December 31,</u>	
2022	\$ 51,400
2023	19,693
2024	<u>1,644</u>
Total	<u>\$ 72,737</u>

Cascade Health also rents a variety of medical equipment on an as needed, month to month basis. Total annual rental expense related to these arrangements was \$304,395 and \$296,887 for the years ended December 31, 2021 and 2020, respectively.

Lessor

Cascade Health leases multiple suites in its corporate office building to outside parties. These leases have a range of effective dates and are due to expire between September 2025 and July 2031. The lease terms call for monthly rental payments ranging from \$5,627 to \$6,175. Lease income related to the corporate office building was \$141,630 and \$139,059 for the years ended December 31, 2021 and 2020, respectively.

Minimum lease payments to be received under these operating leases are as follows:

<u>Year Ending December 31,</u>	
2022	\$ 143,275
2023	148,391
2024	152,081
2025	136,296
2026	80,549
Thereafter	<u>379,510</u>
Total	<u>\$ 1,040,102</u>

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

11. Malpractice Insurance

Cascade Health's coverage provides insurance for damages resulting from a professional incident that occurs within the coverage territory and policy period. The insurance is subject to an occurrence policy limit, as well as an aggregate limit on a fixed premium basis.

12. Concentrations of Credit Risk

Financial instruments that potentially subject Cascade Health to concentrations of credit risk consist primarily of cash and accounts receivable. To limit credit risk, Cascade Health places its cash and other short-term investments with high credit quality financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 per institution. At December 31, 2021 and 2020, balances in excess of federally insured limits were \$3,892,477 and \$5,645,408, respectively.

Cascade Health grants credit to clients who consist of governmental entities and individual patients in the state of Oregon where Cascade Health provides community-based medical services.

13. Concentrations of Revenue

Total operating revenue includes income from Medicare of 47 percent and 52 percent for the years ended December 31, 2021 and 2020, respectively.

14. Related Party Transactions

One Board member is an owner of a health organization from whom Cascade Health purchases medical services. The amounts paid were \$-0- and \$4,210 for the years ended December 31, 2021 and 2020, respectively.

One Board member is a part owner of a distribution company from whom Cascade Health purchases vending services. The amount paid was \$1,516 and \$2,389 for the years ended December 31, 2021 and 2020, respectively.

One Board member is an owner of a health organization from whom Cascade Health purchases medical services. The amounts paid were \$1,103,930 and \$945,242 for the years ended December 31, 2021 and 2020, respectively.

One Board member is a co-owner of a vendor whom Cascade Health purchases items from. The amount paid was \$23,004 and \$21,666 for the years ended December 31, 2021 and 2020, respectively.

15. Retirement Plan Benefits

401(k) Plan

Cascade Health provides its employees an ERISA-qualified 401(k) plan, which currently includes an employer matching contribution. Employer contributions (other than matching) to union-represented employees are determined by a collectively bargained formula.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

15. Retirement Plan Benefits, continued

401(k) Plan, continued

All benefit-eligible employees qualify to participate in the plan, employees with at least one year and 1,000 hours of service in a year are qualified to receive the employer matching contribution, and participation is voluntary. For the years ended December 31, 2021 and 2020, employer contributions totaled \$309,425 and \$286,128, respectively.

Defined Benefit Plan

Cascade Health also sponsors a defined benefit plan for the former employees of McKenzie Willamette Hospital. Effective October 1, 2003, all benefit accruals ceased and the plan's participants ceased to accrue future benefits due to the spin-off of the hospital operations. No additional participants have been added since the plan's freezing. The Board intends to terminate the plan when economic conditions improve.

The benefits are based on years of service and an employee's compensation during the last five years of employment. Contributions are based on third-party actuarial determinations. Cascade Health's funding policy was to contribute based on actuarial computations and the funded status of the plan. The following table sets forth the plan's funded status and amounts recognized in Cascade Health's financial statements as of December 31, based on actuarial valuations as of December 31:

Obligations and Funded Status

	<u>2021</u>	<u>2020</u>
Benefit obligation	\$ (57,720,215)	\$ (60,260,137)
Fair value of plan assets	<u>50,169,743</u>	<u>44,835,481</u>
Funded status	<u>\$ (7,550,472)</u>	<u>\$ (15,424,656)</u>
Accrued defined benefit pension obligation	\$ 7,550,472	\$ 15,424,656
Benefit cost	\$ 278,430	\$ 732,981
Employer contributions	\$ 1,877,666	\$ 1,200,000
Benefits paid	\$ 3,326,329	\$ 3,280,902

The decrease in benefit obligation is primarily due to benefits paid offset by interest cost.

Cascade Health's expected rate of return on plan assets is determined by the plan assets' historical long-term investment performance, current asset allocation, and estimates of future long-term returns by asset class valuation.

Net periodic pension benefit cost included a service cost component in the amount of \$507,889 and \$496,946 as of December 31, 2021 and 2020, respectively. This operating component is included in retirement benefits expense in the statements of functional expenses, separate from the other, non-operating component in the statements of activities, in accordance with ASU 2017-07.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

15. Retirement Plan Benefits, continued

Obligations and Funded Status, continued

As of December 31, 2021, Cascade Health's pension plan weighted-average asset allocations and approximate fair value are as follows:

	<u>Weighted Average</u>	<u>Fair Value</u>
Cash and cash equivalents	2.9%	\$ 1,440,783
Preferred corporate stocks	7.2%	3,607,183
Common corporate stocks	66.5%	33,354,922
Corporate bonds	13.0%	6,528,859
Government Securities	8.1%	4,057,153
Real estate investment trusts	2.1%	1,066,976
Income receivable	0.2%	113,867
	<u>100%</u>	<u>\$ 50,169,743</u>

As of December 31, 2020, Cascade Health's pension plan weighted-average asset allocations and approximate fair value are as follows:

	<u>Weighted Average</u>	<u>Fair Value</u>
Cash and cash equivalents	2.9%	\$ 1,298,647
Preferred corporate stocks	7.0%	3,129,094
Common corporate stocks	68.0%	30,482,176
Corporate bonds	11.1%	5,004,695
Government Securities	9.0%	4,032,164
Real estate investment trusts	1.8%	788,459
Income receivable	0.2%	100,246
	<u>100%</u>	<u>\$ 44,835,481</u>

Nearly all of the plan's assets were in investments classified under Level 1 of the fair value hierarchy as of December 31, 2021 and 2020.

Cascade Health's investment policy for plan assets is to achieve suitable diversification to lessen investment risk and to increase probability of achieving annual return goals. It is the intent of Cascade Health to allocate plan assets to a mix of asset categories to minimize risk and to create sufficient earnings to terminate the plan within 3 to 5 years.

Target allocation percentages for each major category of plan assets were as follows as of December 31, 2021 and 2020:

Cash and equivalents		2 - 50%
Fixed income		30 - 70%
Equity securities		20 - 60%
Foreign equities	139	0 - 20%

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

15. Retirement Plan Benefits, continued

Obligations and Funded Status, continued

Cascade Health attempts to mitigate investment risk by rebalancing between asset classes as Cascade Health monthly benefit payments are made. Although changes in interest rates may affect the fair value of the investment portfolio and cause unrealized gains or losses, such gains or losses would not be realized unless the investments are sold. All plan assets selected must have a readily ascertainable market value and must be readily marketable. All other plan assets require prior written approval from the Board-designated plan trustees.

Cash Flows

Cascade Health contributed \$1,877,666 and \$1,200,000 to the plan in 2021 and 2020, respectively, and expects to contribute an amount necessary to support the desired funding status in future years.

The following pension benefit payments are projected to be paid over the next ten years:

<u>Year Ending December 31,</u>	
2022	\$ 3,892,067
2023	3,881,018
2024	3,798,352
2025	3,748,670
2026	3,669,127
2027 – 2031	<u>16,965,908</u>
	<u>\$ 35,955,142</u>

The estimated net loss that will be amortized from net assets without restrictions into net periodic benefit cost over 2022 is \$222,101. Key assumptions of this estimate include the discount rate for the net periodic benefit cost, which is 2.95 and 2.75 percent for the years ended December 31, 2021 and 2020, respectively, as well as the expected return on plan assets, which is 7 percent for the years ended December 31, 2021 and 2020.

16. Economic Uncertainties

As a result of the COVID-19 coronavirus pandemic, for the year ended December 31, 2021, various programs were impacted. As of the date of the independent accountant's review report, there still exists certain economic uncertainties related to the COVID-19 coronavirus pandemic. These continuing uncertainties have the potential to result in significant impact to the future financial condition and operating results. However, any such future financial impact and duration of such impact cannot be reasonably estimated at this time.

WILLAMETTE COMMUNITY HEALTH SOLUTIONS dba CASCADE HEALTH
NOTES TO FINANCIAL STATEMENTS

17. Subsequent Events

Management evaluates events and transactions that occur after the statement of financial position date as potential subsequent events. Management has performed this evaluation through the date of the independent accountant's review report.

On January 26, 2022, Cascade Health signed a promissory note with Umpqua Bank for \$1,200,000, payable in 120 payments of \$11,945 at 3.55 percent interest starting March 15, 2022, secured by Organization assets. The funds were used to acquire the assets of Nova Health Physical & Hand Therapy.

Nova Health Physical & Hand Therapy Acquisition

On December 6, 2021, Cascade Health entered into a cancellable Practice Acquisition Agreement to acquire the assets of Nova Health Physical & Hand Therapy for a total purchase price of approximately \$1,700,000 plus the assumption of the Assumed Liabilities, which are only those liabilities arising under the use or ownership of the Practice Assets. The closing date of the purchase was January 26, 2022. The primary reason for the acquisition was to expand Cascade Health's expertise and the services offered to clients.

The accounting impact of the acquisition on Cascade Health's financial statements has not been determined as of the date of the independent accountant's review report.

Attachment H: 4J Monthly Wellness Clinic Report



4J Wellness Clinic



2022 Visits	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Provider	258	192	208	227	234	215	190	233	185	225	245	208	2,620
Counseling	38	23	42	37	32	38	27	38	31	30	43	35	414
MOA /RN	13	26	26	14	12	20	16	24	23	30	32	24	260
Total	309	241	276	278	278	273	233	295	239	285	320	267	3,294

2021 Visits	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Provider	277	232	258	272	229	258	223	280	242	236	197	182	2,886
Counseling	42	48	43	46	46	51	35	48	41	50	59	42	551
MOA /RN	33	18	20	30	16	24	9	21	19	24	20	15	249
Total	352	298	321	348	291	333	267	349	302	310	276	239	3,686

2020 Visits	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Provider	302	297	197	221	219	218	315	242	217	266	202	208	2,904
Counseling	30	36	24	47	42	46	35	51	37	29	28	32	437
MOA /RN	42	28	24	44	47	41	35	39	35	59	26	29	449
Total	374	361	245	312	308	305	385	332	289	354	256	269	3,790

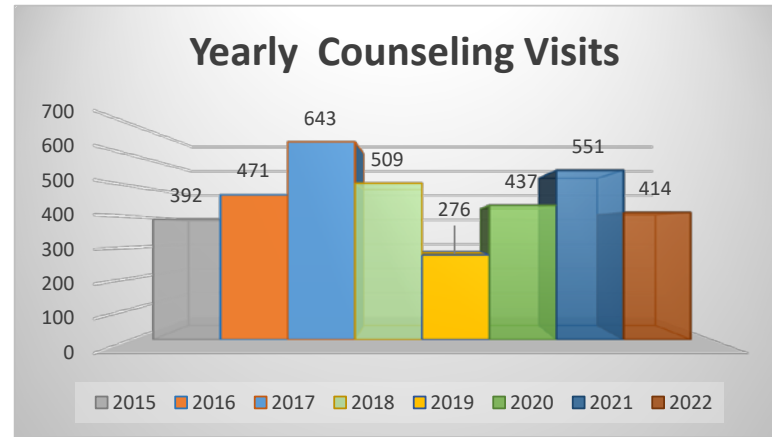
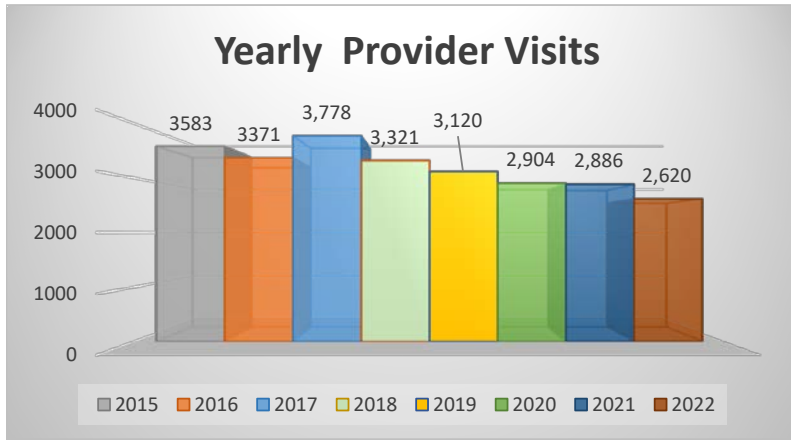
2019 Visits	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Provider	256	225	298	292	256	263	263	288	240	275	249	215	3,120
Counseling	27	19	23	23	25	24	21	24	19	32	21	18	276
MOA /RN	34	25	30	19	36	36	31	29	25	54	54	41	414
Total	317	269	351	334	317	323	315	341	284	361	324	274	3,810

2018 Visits	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Provider	360	299	326	324	353	233	243	232	189	326	262	174	3,321
Counseling	56	67	67	70	44	28	36	37	30	31	24	19	509
MOA /RN	36	30	40	34	20	30	35	20	22	21	22	17	327
Total	452	396	433	428	417	291	314	289	241	378	308	210	4,157

2017 Visits	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Provider	347	303	368	293	313	341	313	328	265	359	297	251	3,778
Counseling	68	53	61	50	46	61	31	66	45	55	60	47	643
MOA	29	33	30	30	35	42	20	20	26	46	46	27	384
Total	444	389	459	373	394	444	364	414	336	460	403	325	4,805

2016 Visits	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Provider	361	309	333	342	332	326	235	301	188	172	248	224	3,371
Counseling	45	48	47	43	22	33	29	35	39	44	39	47	471
MOA	53	41	35	46	36	28	15	29	43	36	29	25	416
Total	459	398	415	431	390	387	279	365	270	252	316	296	4,258

2015 Visits	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Provider	314	329	266	350	309	272	270	277	286	347	287	276	3,583
Counseling	31	41	41	44	30	44	29	28	14	29	43	18	392
MOA	75	64	38	63	33	37	10	40	49	41	47	51	548
Total	420	434	345	457	372	353	309	345	349	417	377	345	4,523



Primary Payer - Unique Patients Seen - 4J Clinic and Behavioral Health Clinic

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Moda	211	164	162	175	182	171	155	248	145	178	197	184
Kaiser	24	21	26	23	24	25	23	30	20	37	38	24
Other Payer	19	6	11	13	13	10	12	16	12	12	16	7

Primary Payer - Unique Patients Seen - 4J Clinic and Behavioral Health Clinic

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Moda	199	180	200	209	175	305	182	303	193	189	231	154
Kaiser	22	16	21	22	6	18	17	29	16	26	33	18
Other Payer	13	14	7	9	10	8	10	20	18	10	12	9

Primary Payer - Unique Patients Seen - 4J Clinic and Behavioral Health Clinic

2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Moda	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	210	160	162
Kaiser	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30	14	12
Other Payer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12	8	14

Unique Patient Seen Each Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	332	269	281	266	299	277	271	315	238	290	315	273	1297
2021	222	196	295	299	231	292	264	323	317	283	275	257	1241
2020	322	284	222	233	227	221	217	212	191	242	180	174	1261
2019	279	250	318	292	262	271	265	273	264	307	286	243	1519
2018	334	325	320	320	315	259	272	252	231	312	259	199	2467
2017	315	315	360	291	306	349	300	313	263	354	319	235	1557
2016	329	271	316	314	312	311	224	290	224	212	269	253	1469
2015	317	300	247	330	278	286	257	262	274	312	280	277	1577

Unique Patient Visits by Position Classification

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Classified	69	54	62	59	64	65	59	62	55	78	71	69	262
Licensed	54	47	40	47	50	49	50	52	48	56	59	55	221
Admin/Prof.	7	4	7	3	6	6	6	3	4	2	6	9	24
Retiree	2	1	1	1	1	0	1	1	1	2	2	3	8

145

Unique Patient Visits by Position Classification

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Classified	44	39	56	57	49	72	51	65	60	61	66	60	207
Licensed	27	31	48	45	33	46	45	58	46	40	46	38	177
Admin/Prof.	4	4	7	7	5	8	5	5	7	6	4	5	19
Retiree	1	0	1	1	1	1	2	1	0	1	1	0	5

Unique Patient Visits by Position Classification

2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Classified	66	55	53	52	34	42	46	41	44	51	48	41	228
Licensed	33	39	27	37	28	41	36	40	21	33	28	18	170
Admin/Prof.	2	7	3	4	6	4	4	2	2	2	3	3	20
Retiree	3	3	3	1	2	2	0	0	1	0	4	1	11

Unique Patient Visits by Position Classification

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Classified	71	59	80	72	63	70	61	63	43	80	63	56	300
Licensed	42	32	47	34	37	36	40	39	28	43	42	34	225
Admin/Prof.	9	4	7	5	7	2	5	5	6	3	6	2	27
Retiree	4	3	3	6	4	5	9	3	4	4	2	3	22

Unique Patient Visits by Position Classification

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Classified	91	83	106	101	101	78	109	76	52	73	57	51	323
Licensed	48	44	46	52	47	32	63	41	34	54	32	34	214
Admin/Prof.	9	8	6	2	3	7	13	1	4	5	7	10	24
Retiree	3	9	3	5	4	9	7	3	3	4	5	2	29

Unique Patient Visits by Position Classification

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Classified	118	96	127	77	95	130	104	90	93	124	81	73	342
Licensed	76	62	72	59	66	60	57	66	49	65	49	49	237
Admin/Prof.	8	8	7	11	15	8	9	10	6	11	7	5	32
Retiree	4	4	7	8	5	4	8	4	3	8	4	4	29

146

Annual Exams (includes DWAP)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	3	8	29	28	21	27	34	37	16	20	20	19	262
2021	16	13	24	29	15	20	21	30	8	14	8	9	207
2020	21	32	17	0	0	9	18	14	13	20	10	5	159
2019	36	31	20	27	19	48	43	48	22	29	20	13	356
2018	28	25	33	26	27	16	20	2	24	20	23	19	263
2017	28	20	28	26	22	29	32	31	26	35	25	25	327
2016	22	22	25	26	22	29	28	36	21	16	25	21	293
2015	9	25	32	28	19	38	34	46	41	34	19	23	348

Illness Visits/Problem Focused

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	255	183	179	198	213	188	156	196	169	205	220	189	2351
2021	261	219	234	243	230	238	202	250	234	222	189	188	2710
2020	281	265	180	221	219	255	297	228	204	246	192	203	2791
2019	220	194	258	265	228	214	220	293	218	246	229	202	2787
2018	332	274	293	298	295	216	223	230	165	312	239	155	3032
2017	318	283	340	267	294	312	258	266	235	324	270	226	3393

2016	339	287	307	316	310	296	207	265	166	155	222	203	3073
2015	314	329	232	322	290	233	230	231	244	313	258	253	3249

No Shows

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	5	7	5	1	4	1	7	3	8	5	9	6	61
2021	2	5	4	5	4	2	4	7	3	7	2	3	48
2020	3	7	11	7	5	4	2	6	2	3	2	2	54
2019	11	7	15	9	10	15	11	14	12	10	10	11	135
2018	16	12	11	14	20	18	9	7	12	18	13	4	154
2017	11	9	22	10	17	26	13	23	17	11	11	11	181
2016	11	10	13	14	10	15	17	17	9	13	9	13	151
2015	11	13	7	10	15	8	13	7	13	9	10	15	131

Nurse Triage Vendor Calls

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	21	7	11	15	7	5	1	9	10	10	9	8	113
2021	3	2	0	1	1	1	1	1	2	9	11	16	48
2020	0	0	2	3	2	3	4	2	2	4	3	10	35
2019	2	10	13	0	4	3	3	0	1	0	0	3	39
2018	4	0	5	0	7	2	1	2	3	2	2	9	37
2017	10	12	5	10	8	5	5	1	2	5	3	8	74
2016	9	5	12	14	5	6	2	5	8	3	6	6	81
2015	4	4	9	9	10	2	7	1	7	10	5	11	79

Diagnosis 2022
All Diagnosis Assigned at Visit

Diagnosis Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
Factors influencing health status	190	140	243	248	223	245	252	300	208	335	262	266	2912
Mental, Behavioral	98	70	98	74	80	84	68	96	76	100	99	102	1045
Symptoms, signs and abnormal clinic findings	90	75	74	77	91	78	67	74	65	71	82	72	916
Endocrine, nutritional and metabolic diseases	34	52	61	36	39	58	67	54	63	54	40	30	588
Diseases of the respiratory system	47	34	29	61	57	35	13	23	18	35	75	78	505
Diseases of the musculoskeletal system	22	38	33	46	45	37	35	51	22	34	37	22	422
Diseases of the skin and subcutaneous tissue	19	20	33	27	36	15	27	31	26	25	36	21	316
Diseases of the circulatory system	19	15	20	15	14	26	25	20	19	30	19	11	233
Diseases of the genitourinary system	13	18	23	17	9	12	18	23	14	18	17	17	199
Certain infectious and parasitic diseases	19	11	20	12	7	14	4	9	7	14	21	16	154
Diseases of the ear and mastoid process	8	10	16	17	13	10	7	11	7	15	17	7	138
Injury, poisoning, and certain other consequences	9	6	13	10	11	15	12	10	13	7	17	9	132
Diseases of the nervous system	11	17	12	10	7	14	12	13	13	10	3	6	128
Codes for special purposes	16	8	2	4	12	11	12	6	10	5	3	4	93
Diseases of the digestive system	3	6	5	14	5	2	6	8	7	11	7	4	78
Diseases of the blood and blood forming organs	7	6	7	6	7	2	6	5	6	2	2	4	60
Diseases of the eye and adnexa	5	4		6	3	4	3	4	5	7	5	2	48
Neoplasms		4	5	3	2	2	4	1	1	3	3		28
Congenital Malformations	1	3	2	2	3	2	4	2	2	2	3		26
External causes of morbidity	1			1	5	2		4	1	2	6	3	25
Pregnancy, Childbirth, and the Puerperium					1	2	1	1					5
Grand Total	612	537	696	686	670	670	643	746	583	780	754	674	8,051

Diagnosis 2021
All Diagnosis Assigned at Visit

Diagnosis Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
Factors influencing health status	238	162	228	240	142	211	178	285	210	226	190	159	2469
Mental, Behavioral	109	101	90	106	109	118	71	108	109	128	133	88	1270
Symptoms, signs and abnormal clinic findings	89	85	94	91	84	90	82	78	101	99	72	68	1033
Endocrine, nutritional and metabolic diseases	41	55	80	67	49	64	59	58	53	47	53	30	656
Diseases of the musculoskeletal system	28	42	40	44	32	50	29	35	37	31	24	18	410
Diseases of the skin and subcutaneous tissue	32	26	31	41	31	42	35	53	20	23	21	26	381
Diseases of the respiratory system	26	19	26	40	27	28	31	42	32	39	34	32	376
Diseases of the genitourinary system	26	19	35	27	24	29	18	14	15	23	18	20	268
Diseases of the circulatory system	20	32	34	22	17	25	20	19	12	14	15	6	236
Certain infectious and parasitic diseases	14	12	12	8	17	13	21	34	19	7	10	12	179
Diseases of the ear and mastoid process	12	6	6	18	14	12	19	14	7	7	21	11	147
Diseases of the nervous system	19	20	13	9	15	12	11	13	5	8	8	13	146
Injury, poisoning, and certain other consequences	14	17	17	19	14	11	10	16	7	4	9	6	144
Diseases of the digestive system	10	6	8	13	13	5	10	12	6	6	8	7	104
Diseases of the blood and blood forming organs	7	4	3	9	6	7	2	6	1	1	2	5	53
Neoplasms	7	4	6	4	3	9	3	5	1	2	2	3	49
Diseases of the eye and adnexa	4	3	1	3	3	3	2	5	1	5	6	2	38
External causes of morbidity	5		2		1	7	1	2	2		2	1	23
Codes for special purposes	1			1	1		1	7	4	1		5	21
Congenital Malformations			2	1			2			2	1		8
Certain conditions originating in the perinatal period				1			1		1				3

Pregnancy, Childbirth, and the Puerperium										1	1	1		3
Grand Total	702	613	728	764	602	736	606	806	644	674	630	512	8,017	

Diagnosis 2020

All Diagnosis Assigned at Visit

Diagnosis Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
Factors influencing health status	294	263	175	56	84	171	223	189	210	328	181	102	2,276
Symptoms, signs and abnormal clinic findings	108	82	65	60	83	109	108	91	65	101	69	70	1,011
Mental, Behavioral	89	80	56	113	97	105	98	101	50	80	62	75	1,006
Endocrine, nutritional and metabolic diseases	74	73	32	79	100	101	74	88	61	76	46	51	855
Diseases of the respiratory system	93	110	92	71	42	41	34	28	24	36	30	27	628
Diseases of the musculoskeletal system	51	29	26	24	31	62	58	24	27	27	35	31	425
Diseases of the skin and subcutaneous tissue	40	51	15	28	19	35	51	36	28	26	14	22	365
Diseases of the genitourinary system	27	30	21	27	23	19	28	27	14	33	23	17	289
Diseases of the circulatory system	21	25	14	24	31	22	18	30	11	28	19	22	265
Certain infectious and parasitic diseases	24	22	6	3	13	17	23	18	18	15	13	17	189
Diseases of the nervous system	16	11	7	15	12	7	13	20	10	12	13	13	149
Diseases of the ear and mastoid process	13	22	9	13	17	6	17	13	4	20	1	24	159
Injury, poisoning, and certain other consequences	19	19	9	1	10	16	14	8	6	9	3	5	119
Diseases of the digestive system	10	10	8	9	8	9	8	4	8	9	12	5	100
Diseases of the blood and blood forming organs	7	7	4	8	8	6	3	18	3	3	5	6	78
Neoplasms	4	3	4	1	5	6	5	6	6	1	4	8	53
Diseases of the eye and adnexa	9	6	4	5		6	4		5	2	3	2	46
External causes of morbidity	3	1	1		3		1	2	1	1	3	1	17
Congenital Malformations, deformations	1	2				1	1		1	1			7
Certain conditions originating in the perinatal period											1		1
Codes for special purposes											1	1	2
Pregnancy, Childbirth, and the Puerperium			1										1
Grand Total	903	847	548	537	586	739	781	703	552	808	538	499	8,041

Diagnosis 2019

All Diagnosis Assigned at Visit

Diagnosis Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
Factors influencing health status	325	275	359	286	255	325	253	280	263	348	305	248	3,522
Endocrine, nutritional and metabolic diseases	114	72	140	123	85	106	162	120	98	130	109	53	1,312
Symptoms, signs and abnormal clinic findings	100	78	111	98	95	119	71	86	70	83	98	80	1,089
Mental, Behavioral	87	68	79	75	70	75	76	74	70	92	80	63	909
Diseases of the respiratory system	50	44	115	91	83	70	52	44	57	72	64	90	832
Diseases of the musculoskeletal system	37	33	53	58	43	43	63	54	46	38	44	32	544
Diseases of the skin and subcutaneous tissue	41	29	41	46	35	59	48	37	50	48	31	29	494
Diseases of the circulatory system	37	30	54	44	29	33	47	39	36	50	40	14	453
Diseases of the genitourinary system	25	21	22	29	22	29	29	28	16	31	22	25	299
Certain infectious and parasitic diseases	20	28	35	23	17	15	23	32	28	30	12	16	279
Diseases of the nervous system	15	17	30	22	19	24	23	27	19	20	7	8	231
Diseases of the ear and mastoid process	31	19	17		18	15	23	19	22	26	17	15	222
Injury, poisoning, and certain other consequences	17	13	13	21	14	22	25	24	14	17	8	6	194
Diseases of the digestive system	14	9	17	12	10	14	16	11	7	16	9	8	143
Neoplasms	8	8	8	9	11	15	21	12	13	9	7	6	127
Diseases of the eye and adnexa	12	5	10	28	8	2	5	8	2	7	4	10	101
Diseases of the blood and blood forming organs	13	6	6	3	9	8	11	5	4	5	5	1	76
External causes of morbidity	1	1		4	2	1	4	5	4	5	1	2	30
Congenital Malformations, deformation				2						1		1	6
Pregnancy, Childbirth, and the Puerperium								1					1
Grand Total	947	756	1,110	974	825	975	952	908	819	1,028	863	707	10,864

Diagnosis 2018
All Diagnosis Assigned at Visit

Diagnosis Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
Factors influencing health status	202	175	192	152	191	104	136	172	193	328	210	135	2,190
Symptoms, signs and abnormal clinic findings	169	145	156	171	153	98	141	99	50	136	72	54	1,444
Mental, Behavioral	155	127	159	143	123	76	78	89	68	85	68	54	1,225
Endocrine, nutritional and metabolic diseases	98	79	125	114	107	58	78	53	73	73	50	42	950
Diseases of the respiratory system	133	95	130	96	75	59	29	35	32	75	65	51	875
Diseases of the musculoskeletal system	67	67	93	55	59	39	57	42	38	45	34	28	624
Diseases of the circulatory system	54	43	54	48	56	38	31	26	27	32	23	18	450
Diseases of the skin and subcutaneous tissue	41	38	34	31	46	31	41	33	30	46	36	18	425
Diseases of the genitourinary system	41	19	36	34	46	34	42	27	15	32	32	10	368
Certain infectious and parasitic diseases	31	20	25	17	26	22	29	27	27	25	16	12	277
Diseases of the ear and mastoid process	35	21	11	21	15	13	23	19	3	31	23	7	222
Diseases of the nervous system	10	13	26	28	14	16	14	30	7	15	7	13	193
Injury, poisoning, and certain other consequences	19	14	12	26	15	15	17	19	5	18	21	11	192
Diseases of the digestive system	36	14	13	21	21	5	12	10	12	11	4	1	160
Neoplasms	17	13	11	15	19	7	9	7	3	6	8	3	118
Diseases of the blood and blood forming organs	8	7	15	14	10	5	9	10	4	9	3	8	102
Diseases of the eye and adnexa	5	11	2	7	7	8	7	5	1		7	4	64
External causes of morbidity		1	1		1	2	4	1	1	1	2	3	17
Congenital Malformations, deformations					1	1	1		1	2	2	2	9
Pregnancy, Childbirth, and the Puerperium					1			1			2		4
Grand Total	1,121	902	1,095	993	986	631	758	705	590	970	685	474	9,910

Diagnosis - 2017
All Diagnosis Assigned at Visit

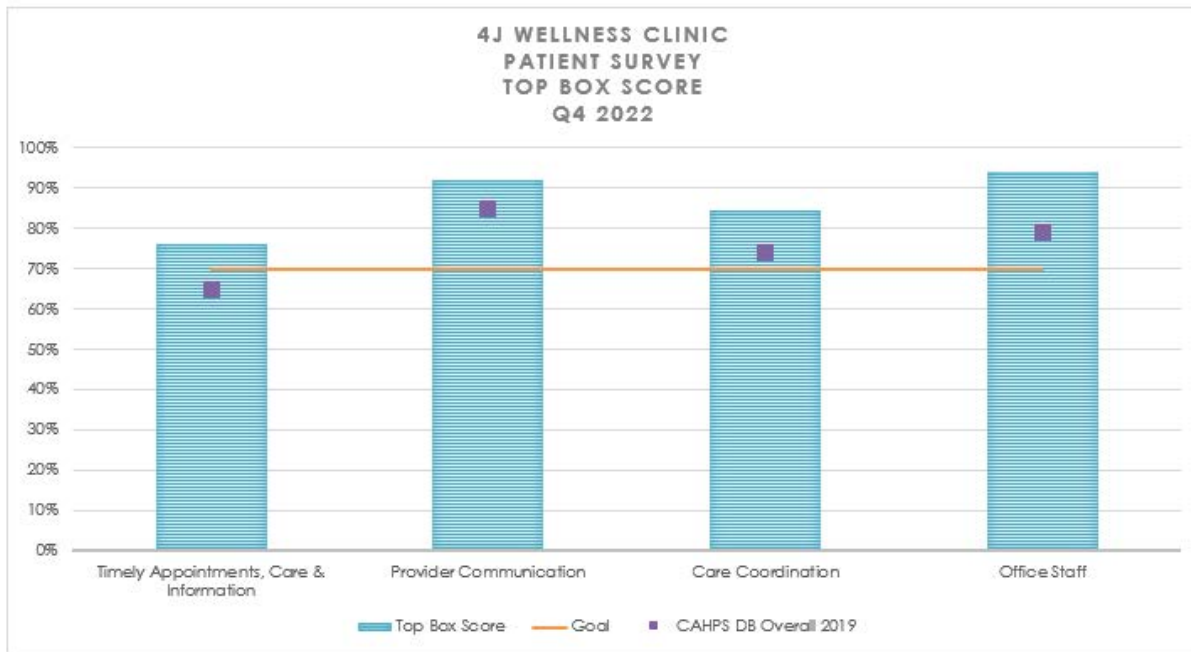
Diagnosis Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
Factors influencing health status, includes immunizations	165	160	167	116	131	187	165	166	213	469	191	160	2,290
Symptoms, signs and abnormal clinical and lab findings	193	180	137	175	187	159	154	183	141	221	128	141	1,999
Mental, Behavioral Disorders	148	130	141	124	134	142	85	143	115	166	126	96	1,550
Diseases of the Respiratory System	165	125	163	129	140	119	67	63	70	134	92	89	1,356
Endocrine, Nutritional, and Metabolic Diseases	87	86	93	95	103	105	109	123	92	132	91	68	1,184
Diseases of the Musculoskeletal System	66	58	73	64	84	85	99	73	69	113	56	55	895
Diseases of the Circulatory System	37	49	62	57	62	70	66	58	47	66	52	38	664
Diseases of the Skin and Subcutaneous Tissue	44	40	51	44	51	70	85	60	49	75	38	38	645
Diseases of the Genitourinary System	48	40	32	38	45	32	42	48	33	65	41	38	502
Diseases of the Ear and Mastoid Process	29	28	38	38	38	34	19	48	33	39	23	21	388
Injury, poisoning, other external causes	45	32	37	25	30	34	31	38	32	36	16	10	366
Certain infectious and parasitic diseases	27	24	26	16	23	34	19	39	28	45	32	24	337
Diseases of the Digestive System	23	29	26	32	32	29	33	22	21	21	23	11	302
Diseases of the Nervous System	27	25	28	20	21	26	19	17	19	46	14	10	272
Neoplasms	19	20	25	20	17	30	27	41	23	21	12	11	266
Diseases of the Eye and Adnexa	12	10	15	15	13	22	17	3	8	12	7	7	141
External causes of morbidity	3	1	2	2	9	3	6	4	3	1	0	1	35
Diseases of the blood	0	0	0	0	0	0	0	0	0	0	8	7	15
Congenital malformations, deformations	0	1	1	0	0	1	0	1	1	2	2	0	9
Pregnancy, Childbirth and the Puerperium	0	0	0	3	1	1	0	1	0	0	0	0	6
Grand Total	1,138	1,038	1,117	1,013	1,121	1,183	1,043	1,131	997	1,664	952	825	13,222

Attachment I: 4J Patient Care Survey

4J Wellness Clinic Patient Care Survey Q4 2022



Number of Surveys for Response Rate	Given	Received	Rate
		315	54



Top box scores display the percent of respondents reporting the most positive response for composite, rating, or question

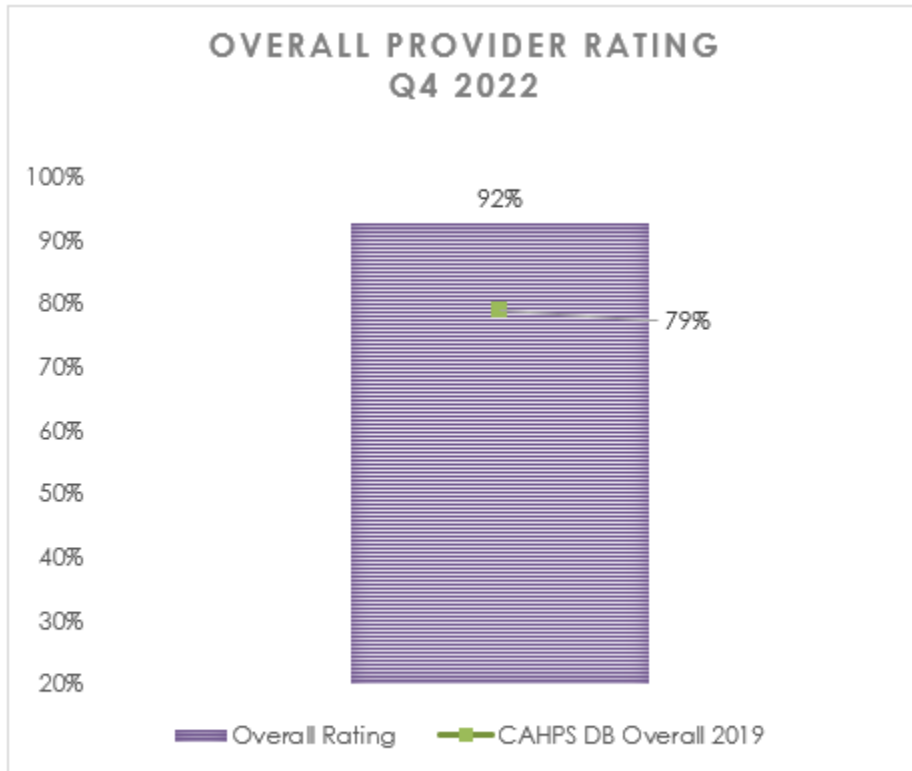
Getting Timely Appointments, Care, and Information - Combines responses from three questions regarding how much of a problem, if any, consumers had with various aspects of getting timely care.

How Well Providers Communicate With Patients - Combines responses from four questions regarding how often providers communicated well with consumers.

Providers' Use of Information to Coordinate Patient Care - Combines responses from three questions regarding how often providers knew their medical history, gave results of tests and asked about prescription medications.

Helpful, Courteous, and Respectful Office Staff - Combines responses from two questions regarding how often staff communicated well with consumers.

Patients' Rating of the Provider – Using a scale of 0-10, what number would you use to rate this provider? **Our results – 92% of respondents gave a score of 9 or 10.** This is over the CAHPS overall score for 2019.



The % of patients who rated their provider a 9 or 10

Attachment J: PCPCH Certificate

WE ARE A RECOGNIZED

PATIENT  **CENTERED**
PRIMARY CARE HOME

For their excellent approach to health care,
Cascade Health – 4J Wellness Clinic

is hereby recognized as a

Patient-Centered Primary Care Home

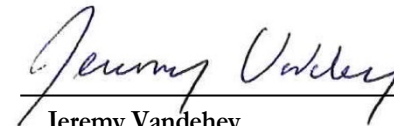
Tier: **3** Date: **01/12/2023**

This clinic has hereby met the standards prescribed by the State of Oregon
to be recognized as a Patient-Centered Primary Care Home.

155



Patrick M. Allen
Director
Oregon Health Authority



Jeremy Vandehey
Director
Health Policy & Analytics
Oregon Health Authority

Oregon
Health
Authority

PATIENT  **CENTERED**
PRIMARY CARE HOME PROGRAM



421 SW Oak Street, Suite 775 | Portland, OR 97204 | (503) 373-7768 | PCPCH@dhsosha.state.or.us
www.PrimaryCareHome.oregon.gov

Site Visit Report

4J Wellness Clinic Cascade Health

Eugene

Site Visit Date: July 6th, 2022

Site Visitors: Alicia Tavares & Kamar Haji-Mohamed

Site Visit Summary

Improvement Plan

Verification Summary Sheet

Attestation Verification Details

Patient Interview Feedback

Clinical Transformation Consultant Report

“The Mission of the PCPCH program is to be a trusted partner in primary care, creating collaboration with stakeholders to set the standard for transformative, whole-person, and evidence-based care.”

“A sustainable, innovative, and collaborative primary care system that is foundational to better health, better care, and lower costs for all Oregonians.”

Site Visit Summary

Application Submitted:	February 2 nd , 2021
Tier and Points Attested:	Tier 3 and 140 points
Verified during Site Visit:	Tier 3 and 140 points
Unverified Must-Pass Measures:	N/A
Additional Unverified Measures:	N/A
Improvement Plan:	N/A
PCPCH Recognition Expires:	February 2 nd , 2023

Improvement Plan

Thank you for your participation in the Patient-Centered Primary Care Home (PCPCH) Program. We commend you for your hard work and you should be proud of the care you are providing to your patients.

Verification Summary Sheet - 2020 Recognition Criteria

Core Attribute 1: Access to Care	Verified	Needs Attention	Unverified
1.A.1 In-Person Access	5		
1.C.0 Telephone and Electronic Access	Must-Pass		
1.D.1 Same Day Access	5		
1.E.1 Electronic Access	5		
1.F.3 Prescription Refills	15		
1.G.1 Alternative Access	5		
1.G.2 Alternative Access	10		
Core Attribute 2: Accountability	Verified	Needs Attention	Unverified
2.A.0 Performance and Clinical Quality	Must-Pass		

2.F.1 PCPCH Staff Vitality	5		
Core Attribute 3: Comprehensive, Whole Person Care	Verified	Needs Attention	Unverified
3.A.1 Preventive Services	5		
3.B.0 Medical Services	Must-Pass		
3.C.0 Behavioral Health Services	Must-Pass		
3.C.1 Behavioral Health Services	5		
Core Attribute 4: Continuity	Verified	Needs Attention	Unverified
4.A.0 Personal Clinician Assigned	Must-Pass		
4.A.3 Personal Clinician Assigned	15		
4.B.0 Personal Clinician Continuity	Must-Pass	Must-Pass	Must-Pass
4.B.3 Personal Clinician Continuity	15		
4.C.0 Organization of Clinical Information	Must-Pass		
4.E.0 Specialized Care Setting	Must-Pass		
4.F.1 Planning for Continuity	5		
4.G.2 Medication Reconciliation	10		
Core Attribute 5: Coordination and Integration	Verified	Needs Attention	Unverified
5.A.1 Population and Data Management	5		
5.C.1 Complex Care Coordination	5		
5.D.1 Test and Result Tracking	5		
5.E.1 Referral and Specialty Care Coordination	5		
5.F.0 End of Life Planning	Must-Pass		
Core Attribute 6: Person and Family Centered Care	Verified	Needs Attention	Unverified
6.A.0 Meeting Language and Cultural Needs	Must-Pass		
6.B.1 Education and Self-Management Support	5		
6.C.0 Experience of Care	Must-Pass		
6.C.1 Experience of Care	5		
6.D.1 Communication of Rights, Roles and Responsibilities	5		

Total Points Verified: 140

Tier Level: 3

Patient Interview Feedback

Two patients participated in the focus group via email.

Core Attribute 1: ACCESS

Scheduling an appointment was described as typically “no problem” and “very easy.”

- Participants share,
 - “I usually have no problem to get an appointment, but I normally am not in a rush. However there has been a couple of times that I needed an appointment in the next day or two, and they always try their hardest to squeeze me in if it's urgent.”
 - “If they are unable to pick up, you leave a message and always get a timely call back. And “only a few times have I had to wait, and only for a few minutes.”
- Participant acknowledged they are aware of the afterhours line.

Core Attribute 3: WHOLE PERSON CARE

When asked about reminders they receive between office visits participants shared appointments, annual visits, blood test, and immunization, reminders are usually through texts.

Participant acknowledged intake forms with questionnaires, however stated, “we usually go over just standard health questions since I am pretty healthy and do not have major issues.”

Core Attribute 4: CONTINUITY

- Participant shared they are aware of her care team, including their PCP, and MA.

Core Attribute 5: COORDINATION AND INTEGRATION

Experience related to referral to a specialist and coordination of care:

- Participant shared the practice helped with cardiologist referral, the specialist had all the necessary information, and her PCP knew her status once the results were in.
- “I had to see an ENT and an endocrinologist because I had issues with my thyroid. The Wellness center, (everyone from the front desk person to the nurse and nurse practitioner) was super supportive and VERY efficient in helping me set up appointments, making sure things were moving along and making sure I was understanding everything throughout the entire process.”

Core Attribute 6: PERSON AND FAMILY-CENTERED CARE

Educational information offered at the clinic:

- Nothing expressed.

Opportunities Identified:

No opportunities identified.

- “No. My whole family love the Cascade clinic so please don't change anything. They are so personable, know their patients, make us feel welcome and that they care about us very much.”
- “Not really, it is a well-run service and very professional.”

Patient Quotes:

When asked what they like about the practice, participants shared the following:

- “Because it's a small office it feels like our “house doctor” like the olden days. At other offices I have been to in the past, you feel anonymous and like you are just a number they call in to the exam room. No personal touch. Cascade is the very opposite of that, they truly care and remember you, even recognize my voice on the phone. I selfishly do not want other people to know how great they are at Cascade Clinic because then everyone will go there, and it will be harder to get an appointment.”
- “I like how dedicated and thorough they are in everything they do. They are friendly and do not treat you like a “number”, it is well organized, things do not slip through the cracks and they are always looking for ways to help. Very proactive.”

Attachment K: Pay Equity Certificate

Certificate of Completion

The State of Oregon
hereby certifies that

Tamara Gryte

Has successfully completed the following

DAS - PS - Pay Equity 2017 Protected Class

on 02/22/2023

Duration (hours): 0.75



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

May 3, 2023

Title

Approve Barracuda email protection services subscription

Presenter

Steve Menachemson

Background

Barracuda Networks is a vendor that specializes in providing layers of email threat prevention, detection and response, among other services. With this multifaceted solution, this offering contributes significantly to keeping harmful content out of the 4J email environment.

The 4J school district is heavily dependent on email as a primary mechanism for communicating. Because of this critical function, we subscribe to several of Barracuda's services, including a cloud component to ensure risk can be best managed outside of our environment.

The combination of these services provides an enhanced opportunity to control, monitor, block and remediate, all 4J domain email.

The cost of these services is currently 50k (educational pricing) per year based on FTE, with free licensing for students. Board approval is proactively requested and necessary due to the recurring costs approaching the 150k spending threshold.

These services are currently active in environment. Should the board decline to approve this renewal, 4Js ability to proactively protect students and staff in the email space will be compromised. Additionally, there would be a significant impact to the integrity of the current platform while we focus efforts and resources to source a compatible alternate solution to ensure the email platform maintains its integrity.

Board and Superintendent Goals

The proposal supports the Board Goal to provide prudent stewardship of District resources to best support student success, education equity and choice.

Recommendation

The Superintendent recommends renewing this subscription at a cost of ~50k per year.



ITEM FOR ACTION - CONSENT AGENDA

Date of Meeting

Wednesday, May 3, 2023

Title

DreamBox Extension 2023-2025

Presenter

Adrienne Pierce, Curriculum Administrator

Background

DreamBox was approved as an essential component of our 4J Math Curriculum Suite, formally adopted in 2017. We currently have licenses for all K-8 students and high school students receiving the special education in the district. This standards-aligned, adaptive program balances conceptual understanding with procedural fluency. Because of the adaptive nature of DreamBox, it meets the individual needs of students working below, at, and above grade level in mathematics. It also serves students who are bilingual in Spanish, as lessons are available in both English and Spanish.

DreamBox is a valuable tool that helps teachers differentiate math instruction in their classrooms. It also is a tool to provide differentiated or tiered practice to groups of students. In addition, DreamBox was purchased as an essential element of the math adoption, because when the core curriculum lacks practice sets for certain domains within the math standards, Dreambox provides students with those necessary opportunities to gain fluency.

We have heard from buildings about the desire for enhanced data reporting. In addition, a need for a reliable diagnostic assessment to help our general education teachers and special education teachers develop learning plans and differentiated lessons throughout the school year to meet the wide-range of learner needs. DreamBox has listened and has updated their software. Our administrators, teachers and students will benefit from this in the fall when the updates go into effect.

Options and Alternatives

This purchase will extend Dreambox licensing for another 2 years (as a part of our curricular suite & services), until our Math Adoption process is complete. Purchasing the extension at \$212,031 per 12 months, brings the total yearly amount for DreamBox above the \$150,000 threshold for board approval. Extending DreamBox will provide equitable differentiation and tiered support for all students through its adaptive nature, especially those who we have historically underserved.

If the board decides to not approve the extension of Dreambox licensing, K-8 and high school students receiving the special education services will no longer have this portion of our adopted suite and services. In addition, our schools are embracing a MTSS model this coming school year. This model requires regular access to student data which DreamBox provides daily. If DreamBox is not purchased, students will not have the adaptive differentiated or tiered practice, nor will teachers have access to math data to support students with Tier 2 and Tier 3 needs.

Which students, and how many, are served by this project?

This will provide all elementary and middle school students access for two years. This includes students enrolled at EOA, Fox Hollow, Home Instruction and 100 SSD licenses at high school.

Budget/Resource Implications:

K-8 DreamBox - 2 year Extension (2023-2025)		
Product	Product Description	Unit Price
DreamBox - 12 month	Advance DreamBox - 20 site licenses for elementary	\$139,974
DreamBox - 12 month	Advance DreamBox - 8 middle school 100 license for SSD	\$72,057
Total - 12 month		\$212,031
Total - 24 month		\$424,062

Board and Superintendent Goals
(connecting to 3 Big Rocks)

Focus on equitable outcomes for all:

Goal 1: A coordinated focus on equitable access and advancement for all with an amplified focus on the desires of those who have been historically underserved

Objective 1: Support student learning with rigorous, relevant, consistent curriculum and clear expectations for teaching and learning across the district.

Objective 2: Provide equitable educational opportunities at all elementary schools.

Recommendation

The Superintendent recommends the approval of \$212,031 (per 12-month contract) for DreamBox to be extended for the next two years to continue to provide access to our approved math curriculum suite for all K-8 classrooms.



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

May 3, 2023

Title

Approve Recommended Instructional Materials for Psychology (Grades 11–12)

Background

On June 22, 2022, the Board approved materials for most secondary Social Studies classes.

The Board is now being asked to approve the recommendations for:

Psychology (Grades 11-12)

- Non-Core (earns Other Subjects credit)
- Taught at CHS, North, and South
- **\$80,000** for core texts (digital/physical)

Decisions were made by consensus from adoption team

70% of the grade-level curriculum follows this core text:

- Myers' Psychology for the AP Course
 - Norton (2023/2024)
 - Not all schools offer AP Psychology, but all schools have a preference for this text

Budget/Resource Implications

Funding for the adoption process and implementation supports are part of the Instructional Department's budget.

If the board chooses not to approve the Social Studies Curriculum Adoption Team's recommendations, grade 11–12 Social Studies teachers will continue teaching an outdated curriculum that is not aligned to national and state standards.

Implementation will include professional development in the areas of pedagogy, accessing digital resources, assessment, alignment, and sustainability of the new curriculum.

Recommendation

The Superintendent recommends the school board adopt the 11-12 Psychology curriculum.

Eugene 4J Board of Directors Presentation

168

2023 Secondary Social Studies Adoption Update



Materials Adoption Process Overview

Launch
June 2019

Pilot
August 2019 -
April 2023

**Evaluate &
Report**
May 2022/
March 2023

Adopt
June 2022
April 2023

Implement
ongoing

School board launches adoption with a 20 member team. **Representatives from each secondary school including IHS. ODE core materials were evaluated** and no one individual core text met the needs of the created courses. **Support materials were added to meet new standards and requirements.**

Schools piloted 2+ programs. This adoption is for **12 individual courses** that have standards across **6 different [social science domains](#)**. (Not all support materials were piloted by multiple teachers or schools.) Materials were evaluated with [Oregon Department of Education Materials Evaluation Summaries](#) and the [Eugene School District 4J SS Evaluation Rubric](#)

Team members ranked ODE core texts and came to consensus on which text with **support materials** to include in the curated **instructional vehicle** for each course. For each course or domain, one expansive materials list was evaluated using a rubric. **Instructional Advisory Committee** and **Instructional Leadership Team** review process and data, and make recommendation to the superintendent.

Superintendent makes a final recommendation to the Board. Most SS classes finalized in 2022, remainder in 2023. Materials are ordered and implementation plans developed, including full course shells made in Canvas to model sequencing of materials. **Teacher leader groups and work plans established.**

Professional development on understanding and use of new program. 169 All schools begin implementing the program with **support** of TOSAs, ongoing PD, and embedded support.



2023: Continuation of 2019-2022 Process

- ▶ On June 22, 2022, the Board approved materials for most secondary SS classes ([slides](#))
- ▶ Now, in April 2023, the Superintendent is being asked to finalize recommendations for:
 - ◆ Psychology (Grades 11-12)
 - Non-Core (earns Other Subjects credit)
 - Taught at CHS, North, and South
 - [Scope and sequence](#)
 - [Review and Evaluation Summary](#)
 - **\$80,000** for core texts (digital/physical)

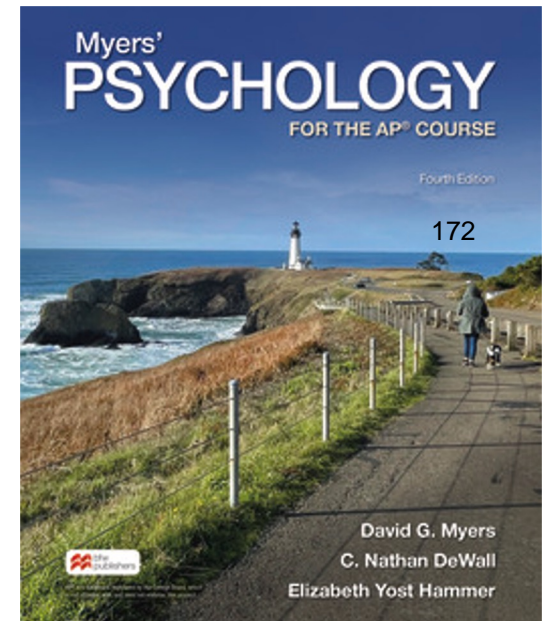
Psychology

Team Selection For Core Text – Psychology *

Decisions were made by consensus from adoption team

-70% of the grade-level curriculum follows this core text:

- *Myers' Psychology for the AP Course*
 - Norton (2023/2024)
 - Not all schools offer AP Psychology, but all schools have a preference for this text



Core units

Unit 1: Foundations of Psychology

Unit 2: Biological/Physiological Psychology

Unit 3: Sensation and Perception

Unit 4: Learning

Unit 5: Cognition

Unit 6: Human Development

Unit 7: Motivation, Emotion, and Personality

Unit 8: Abnormal Psychology

Each teacher will receive...

A copy of BFW's *Myers' Psychology for the AP Course*, a Teacher Edition, + a classroom set of texts (physical + digital)

In AP settings, each student will receive a copy to borrow from the school and access to a digital copy

[Unit plans](#) to be created in real time during the 2023-2024 school year

	# of teachers	English Classroom Copies	Spanish Classroom Copies	Total (Student Copies + Subscriptions)	Price per 7-year student bundle	Student cost for site	Shipping	Grand Total
CHS	1	180	x	180	\$190.97	\$ 34,374.60		
NEHS	1	60		60	\$190.97	\$ 11,458.20		
Sheldon	0	x	x	0	\$190.97	\$ -		
South	2	140	x	140	\$190.97	\$ 26,735.80		
Subtotals						\$ 72,568.60	\$3,628.43	\$ 76,197.03
Grand Total in Cell G6 = \$ 76,197.03								



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

5/3/2023

Title

FY 2022 Audit for Eugene School District

Presenter

Matt Brown

Background

The 4J School District has finalized the 2021/2022 audit. This is for the timeframe of 7/1/2021 through 6/30/2022. No formal adoption or motion is required. This is a general presentation of the audit to ensure the governing board receives a copy of the audit and staff are available to answer any questions you may have.

Here is a link to the document:

<https://drive.google.com/file/d/1ESuVB3s2662iHYNYgEorxy9Vqe4nYzGv/view?usp=sharing>

Options and Alternatives

There is no requirement of an official motion/approval of the audit.

Recommendation

No motion/approval is required



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

5/3/2023

Title

FY 2022 Audit for KRVM

Presenter

Matt Brown

Background

KRVM has finalized the 2021/2022 audit. This is for the timeframe of 7/1/2021 through 6/30/2022. No formal adoption or motion is required. This is a general presentation of the audit to ensure the governing board receives a copy of the audit and staff are available to answer any questions you may have.

Here is a link to the document:

https://drive.google.com/file/d/1N8Jf8UsBfZqUwoZ5EPXWT_tJT4It7yu_/view?usp=sharing

Options and Alternatives

There is no requirement of an official motion/approval of the audit.

Recommendation

No motion/approval is required



ITEM FOR Action

Date of Meeting
May 17, 2023

Title
City of Eugene Proposed Amendment to the Downtown Urban Renewal Plan

City of Eugene Presenter
Amanda D'Souza, Development Programs Manager - Community Development Division

Background
City of Eugene staff presented information at the May 3, 2023 board meeting. They followed up with a response to questions posed by board members. The City would like the board to vote to approve this amendment.

Recommendation
The superintendent recommends the following: to concur with the Eugene City Council's proposed plan amendment to increase maximum indebtedness for the Downtown Urban Renewal District by \$50 million in accordance with ORS 457.220 and 457.470(7).



ITEM FOR INFORMATION (Adjusted ITEM FOR ACTION AT A FUTURE MEETING)

Date of Meeting

May 3, 2023

Title

Presentation by City of Eugene for Proposed Amendment to the Downtown Urban Renewal Plan

City of Eugene Presenters

Amanda D'Souza, Development Programs Manager - Community Development Division
Ann Fifield, Economic Strategies Manager - Development and
Community Development Division and Business & Economic
Maurizio Bottalico, Senior Financial Analyst

Background

After presenting and answering questions at the May 3 board meeting, the City would like to bring the proposed amendment back to be voted on at the May 17 board meeting as a consent agenda item.



April 19, 2023

Eugene 4J School Board
c/o Dr. Andy Dey, Superintendent
Eugene School District 4J
Superintendent's Office
200 N. Monroe Street
Eugene, OR 97402

Dear Dr. Dey and Members of the Eugene 4J School Board:

The City of Eugene is considering an amendment to the Downtown Urban Renewal Plan (the Plan). State statutes require notification to all impacted taxing districts of amendments to urban renewal plans and provide the districts with 45 days to review and comment on the proposed amendments. State statutes also require concurrence from certain districts for certain types of urban renewal plan amendments. In order for the City Council to amend the Plan, should they wish to do so, concurrence from the 4J School District is required. The City of Eugene also invites comments from the School Board and you on the proposed Plan amendment.

The draft amended Plan (yellow cover) and accompanying Report (blue cover) is enclosed, along with the current Plan (pink cover), and a summary of the proposed changes. The primary goal of the proposed Plan amendment is to enhance the experience of residents, workers, and visitors to Downtown Eugene by facilitating the creation of additional housing downtown, which will make the downtown more vibrant and provide more housing options for residents. The proposed amendment also includes the ability to fund upgrades to streets, curbs, sidewalks, and alleys, make improvements to open spaces, invest in community facilities, and to support development and commercial activities, especially the revitalization of vacant storefronts and underutilized properties. The proposed amendment will increase the spending limit included in the Plan.

- *2023 CHANGES:* The proposed 2023 amendment includes three new focus areas: Housing, Physical Improvements to Address Safety and Comfort, and Emerging Projects Initiated by the Agency Board. The proposed amendment increases the spending limit (formally referred to as maximum indebtedness) for the Plan by \$50 million. The projected impacts to overlapping taxing districts are shown in the attached Report accompanying the Plan in Exhibit F, Table 9.
- *TIMING:* The Plan amendment process will include a City Council public hearing, scheduled for May 15, and a City Council work session to review comments prior to the Council's final decision on June 21.

The existence of the Downtown Urban Renewal District and the District's receipt of tax increment limits the amount of property tax collected by School District 4J from the Downtown Plan Area. However, the existence of the Downtown Urban Renewal Plan actually results in more funding for 4J. If the Downtown District did not exist and did not collect tax increment, the estimated net impact to 4J would be a loss of about **\$150,000 per year**. This impact was estimated with assistance from Lane County Assessment & Taxation and takes into account the effects of Measure 5 compression and the State school funding

formula. The analysis concludes that 4J is slightly better off financially if the Downtown Urban Renewal District continues to collect tax increment funds than it would be if the tax increment financing were terminated. If the Downtown Plan is not amended to increase total maximum indebtedness, the Urban Renewal District would stop collecting tax increment. City staff currently estimate that tax increment collection would stop sometime in fiscal year 2024 without a Plan Amendment. Chapter 9 of the attached Report accompanying the Plan contains additional technical information regarding the estimated financial impact to 4J.

An important step in the process of approving an increase in the maximum indebtedness of the Plan is the written concurrence of taxing districts imposing at least 75% of the permanent rate levy for the downtown urban renewal area. The City of Eugene and Eugene School District 4J impose more than 75% of the taxes imposed under permanent rate limits in the downtown urban renewal area. We respectfully request that the School Board approve the proposed amendment to the Downtown Urban Renewal Plan by motion. The School Board is scheduled to discuss this request at the Board's May 3 meeting and to take action at the May 17 meeting.

Additionally, Eugene staff would be happy to meet with you if you have questions or want to talk more about the proposed Plan amendment. I can be reached at the Planning and Development Department, 99 West 10th Avenue, Eugene, OR 97401, by e-mail adsouza@eugene-or.gov, or by phone 541-682-5540.

Sincerely,



Amanda D'Souza
Development Programs Manager

Enc:

Summary of the Proposed Amendment to the Downtown Urban Renewal Plan

On April 12, 2023, the Eugene City Council/Urban Renewal Agency Board initiated a process to consider an amendment to the Eugene Downtown Urban Renewal Plan that would increase the spending limit in the Plan and include new projects in the Plan, both of which will enable high priority downtown improvements within the Downtown Urban Renewal District. The proposed Plan amendment includes three types of projects that will be eligible for urban renewal funding, described below.

Proposed Downtown Project Areas

A. Housing

The creation of housing downtown will support vibrancy, safety, and local economic development in the heart of our community, while addressing the community-wide need to increase the supply of housing and to reduce our per capita carbon emissions on an ongoing basis. In order to support the creation of new housing in the Downtown Urban Renewal District, the proposed 2023 Plan Amendment adds two eligible activities:

Development Fee Assistance

Under this program, Urban Renewal funds would be used to pay for development fees associated with projects that result in the creation of new housing. Development fees paid by the Agency may include System Development Charges (SDCs), permit fees, and other government-imposed development fees. Both new construction and redevelopment of existing buildings would be eligible.

An important reason for the lack of housing in the Downtown core is the relatively high cost of construction in dense areas. Payment of development fees would help offset construction costs and make projects more financially feasible, while also continuing to fund the programs and activities those pay for (such as infrastructure capacity for new growth).

If the Plan is approved, Staff would begin the process of drafting the program scope, including any eligibility criteria, for Agency Board/City Council consideration, feedback and approval.

Real Property Acquisition

Under this program, Urban Renewal funds could be used to acquire real property to support the creation of new housing in the Plan Area. Offering real property for reduced or no cost can help offset construction costs and make projects financially feasible. In addition, targeting underutilized properties in the Plan Area would support efforts to revitalize downtown.

If the Plan amendment is approved, staff would begin developing a strategy for this project, including identifying a process and criteria for disposition of properties at reduced cost. Agency Board action is required before the acquisition or disposition of any real property in the Plan Area.

B. Physical Improvements to Address Safety and Comfort

Under this focus area, the Agency would be able to use Urban Renewal funds to make physical improvements to street, curb, sidewalk, and other right-of-way in the Plan Area to create safe, accessible, and welcoming spaces for users. Improvements could include street, curb, alley, and sidewalk improvements; streetscape projects; and pedestrian, bike, and multi-modal improvements

Improvements to the public right-of-way benefit downtown workers, visitors, and residents, as well as the community at large with a safe and attractive downtown core. In addition to improving the quality of Downtown public spaces, improvements to street, curbs, and sidewalks can accomplish other City goals related to public safety, low carbon transportation, local economic development, and events and culture.

If the amendment is approved, projects would be implemented on an as-needed basis. Any project that costs more than \$250,000 would require Agency Board approval. Community Development staff would work with other City divisions and private partners to determine needs and priorities and to coordinate implementation.

C. Emerging Projects Directed or Initiated by the Agency Board

During the public outreach conducted in the fall of 2022, the community identified a number of possible projects that could help with the revitalization of downtown. The projects listed in this section are projects that were identified during that process and are eligible for Urban Renewal funds, but require additional research and Agency Board action before they can move forward. The inclusion of the projects in the proposed amendment does not guarantee the projects will move forward. By including the projects in the amendment, the Agency Board will be able to allocate Urban Renewal funds to the projects should they wish to pursue them.

Community Facilities

This focus area would allow for Urban Renewal funds to be used on the development of community facilities that would attract local residents and visitors to the city center. This could include the creation of new facilities, or the expansion of existing facilities. Investing in community facilities will ensure that they remain relevant, modern, and functional, supporting positive activity and events downtown.

If the plan amendment is approved, and should the Agency Board want to pursue a Community Facilities project, further study is needed to determine type, location, design, cost, ownership structure, feasibility, and timing. The Agency Board would have multiple opportunities to review project specifics before deciding whether to pursue a Community Facilities project.

Open Spaces

This focus area allows for the use of Urban Renewal funds for revitalization of Open Spaces and Parks within the Plan Area. This could include implementation of projects identified by the 2016 Projects for Public Spaces study, *Places for People*, including revitalization of the Park Blocks, Kesey Square, and completion of phase 2 of the Willamette Connection.

If the Plan amendment is approved, Agency Board direction is needed for this work to move forward. Further study is needed to determine design, costs, priorities, feasibility, and timing.

Development Support

To support development and commercial activities within the Plan Area, especially the revitalization of vacant storefronts and underutilized property, the Agency would be able to offer financial assistance for physical improvements to privately owned properties, such as renovating ground-floor storefronts or underutilized commercial spaces. Incentivizing improvements to buildings can lead to an enhanced experience for downtown residents, workers, and visitors. Updated commercial spaces could stimulate economic activity and bring positive ground-floor presence to the street.

Urban Renewal funds could be used to acquire real property to support commercial activity in the Plan Area. Offering real property for reduced or no cost can help offset construction costs and make projects financially feasible, which could catalyze investment and positive activity.

If the Plan is amended, staff would begin developing a strategy for these activities and bring a program scope for financial assistance to the Agency Board for consideration, feedback, and approval. If the Agency chooses to acquire and dispose of property for commercial redevelopment, staff could identify strategically located properties and conduct negotiations with the property owner. To dispose of properties at reduced costs, staff could identify a process and criteria to select qualified developers. Agency Board action is required before the acquisition or disposition of any real property in the Plan Area.

Financial Impact

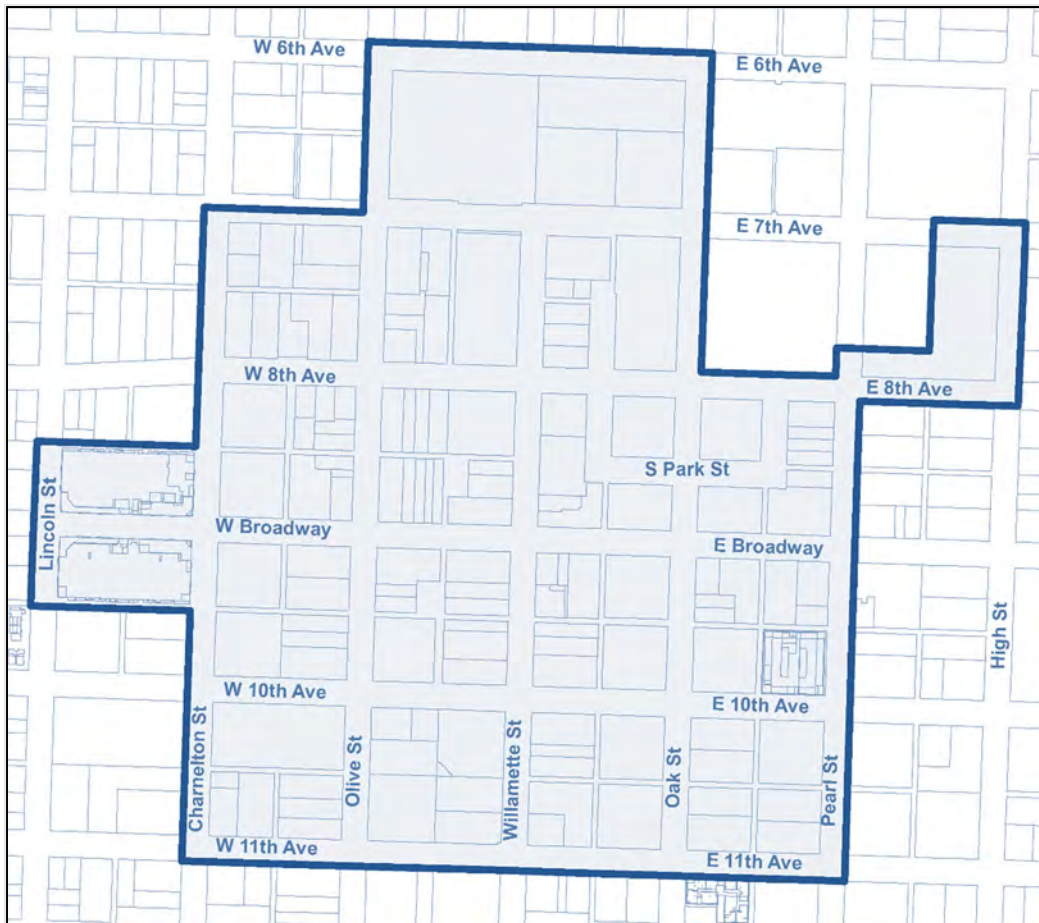
The proposed Plan amendment includes a \$50 million increase to the spending limit. The Agency Board has indicated they expect to direct a majority of funds included in the proposed new spending limit to support the creation of housing in the downtown core. The actual project funding allocations will depend on future Agency Board budgetary action and project implementation.

If the Plan amendment is approved, the Agency will continue to collect tax increment revenue within the Downtown Urban Renewal District. The proposed amendment will not reduce the amount of tax revenue the County is currently receiving from within the Downtown District boundary. Based on current financial projections, a \$50 million spending limit increase would extend the District by 19 years.

Next Steps

The Agency Board voted to initiate the Plan amendment process on April 12, 2023 and is in the process of seeking feedback and concurrence from overlapping taxing districts. The Planning Commission will review the proposed amendment at their April 25, 2023 meeting, and City Council will hold public hearing on the proposal on May 15, 2023. City Council will review recommendations and public comments and further refine the proposed amendment, if needed, in early June and is scheduled to vote on the adoption of the ordinance on June 21, 2023. If the Plan is amended, City staff will begin implementation, with a prioritized focus on projects that support the creation of new housing.

Urban Renewal Plan for the Downtown Urban Renewal District



Adopted July 1968
- Modified -
December 1968
December 1989
June 1998
September 13, 2004
May 24, 2010
June 13, 2016
November 23, 2020

Urban Renewal Agency of the City of Eugene, Oregon



**URBAN RENEWAL PLAN FOR THE
DOWNTOWN URBAN RENEWAL DISTRICT**

Table of Contents

Section 100 – Introduction - 4 -

Section 200 – Definitions..... - 4 -

Section 300 – Legal Description - 5 -

Section 400 – Goals and Objectives..... - 5 -

 A. GOALS..... - 5 -

 B. OBJECTIVES - 6 -

Section 500 – Land Use Plan..... - 7 -

Section 600 – Urban Renewal Projects - 7 -

 A. PUBLIC PARKS, PUBLIC PLAZAS, FARMERS’ MARKET, PUBLIC RESTROOMS, PUBLIC OPEN SPACES,
 AND STREETS - 7 -

 B. PUBLIC UTILITIES: High-Speed Fiber - 8 -

 C. OTHER PUBLIC FACILITIES: Old LCC Building..... - 8 -

 D. PROJECT DELIVERY AND ADMINISTRATIVE ACTIVITIES - 9 -

 E. EXISTING ACTIVITIES - 9 -

Section 700 – Methods for Financing the Projects - 10 -

Section 800 – Annual Financial Statement Required - 10 -

Section 900 – Community Member Participation..... - 10 -

Section 1000 – Non-Discrimination - 11 -

Section 1100 – Recording of this Plan..... - 11 -

Section 1200 – Procedures for Changes or Amendments - 11 -

 A. TYPE ONE AMENDMENT – SUBSTANTIAL CHANGE REQUIRING SPECIAL NOTICE - 11 -

 B. TYPE TWO AMENDMENT – SUBSTANTIAL CHANGE NOT REQUIRING SPECIAL NOTICE..... - 11 -

 C. TYPE THREE AMENDMENT – MINOR AMENDMENT..... - 11 -

 D. AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN OR ANY OF ITS IMPLEMENTING ORDINANCES-
 11 -

Section 1300 – Duration and Validity of Approved Plan..... - 12 -

 A. DURATION OF THE PLAN - 12 -

 B. VALIDITY..... - 12 -

Section 1400 – Maximum Indebtedness..... - 12 -

Section 1500 – Formal Matters - 13 -

PLAN EXHIBIT A: Plan Area Map - 14 -

PLAN EXHIBIT B: Plan Area Description - 15 -

I. ADOPTION

Resolution Number	Date	Purpose
Resolution No. 257	7/3/1968	Adoption of the Urban Renewal Plan for the Central Eugene Project (the Plan).

II. AMENDMENTS

Amendment Number	Date	Purpose
Resolution No. 1609	12/19/1968	<ul style="list-style-type: none"> ○ Modified the Plan to allow for additional projects as required by HUD to receive additional federal funds.
Ordinance No. 19648	11/8/1989	<ul style="list-style-type: none"> ○ Aligned the Plan with Metro Plan policies: strengthen the area's position as a regional service center, maintain the Eugene central business district as a vital center, incorporate principles of compact urban growth, encourage retail and commercial development in the downtown area, and promote the development of parking structures in the downtown core. ○ Expiration set for FY10.
Ordinance No. 20120	6/1/1998	<ul style="list-style-type: none"> ○ Responded to Measure 50 to a) include a maximum amount of indebtedness and b) select Option 1 for the city-wide special levy as the method for collecting ad valorem property taxes for payment of debts related to urban renewal projects. ○ Limited expenditure of new funds to completing existing projects and construction of a new main library. ○ Removed the business assistance loan program. ○ Approved a plan to reduce district administration costs over the following three years.
Ordinance No. 20328	9/13/2004	<ul style="list-style-type: none"> ○ Expanded the projects for which tax increment funds could be used ○ Created a public advisory committee ○ Added the requirement for specific Agency approval of projects greater than \$250,000 (other than loans), and adding a limit of \$100,000 on the mandate for a public hearing in the event of a plan change (applies to minor amendments that can be approved by the URA without ORS 457.095 approval – Section 1200, C of the 2004 Plan). ○ Added the Downtown Revitalization Loan Program (DRLP). ○ Expiration set for 2024.
Ordinance No. 20459	5/24/2010	<ul style="list-style-type: none"> ○ Limited scope of two previously approved projects, removed the ability to initiate all other previously approved projects, and authorized one new project expenditure of new funds to completing existing projects and construction of a new main library. ○ Except for the three projects and existing projects previously approved no initiation of additional projects. ○ Expiration upon the repayment or defeasance of debt related to the urban renewal projects specifically identified in the Plan.

<p>Ordinance No. 20564</p>	<p>6/13/2016</p>	<ul style="list-style-type: none"> ○ Increased maximum indebtedness by \$19.4 million to a total of \$66 million to fund the following projects: <ul style="list-style-type: none"> ○ Park Blocks and Open Space Improvements ○ Lane Community College Old LCC Building ○ Improved Space for Farmers’ Market ○ High-Speed Fiber Network Downtown ○ Required additional public process, including community engagement and a public hearing, before the Agency Board can approve spending tax increment funds on any of the four previously listed projects ○ Expanded the Plan boundary by 7% to include the East Park Block and a portion of the former City Hall Block ○ Continued annual review of tax increment projects by the Expenditure Review Panel
----------------------------	------------------	---

URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT

Section 100 – Introduction

The Downtown Urban Renewal Plan was revised in 2016 to expand a previously approved project and to authorize several new projects. The previously approved project is “Public Parks, Public Plazas, Public Rest Rooms, Public Open Spaces, and Streets: Park Blocks Improvements for the Farmers’ Market”, which will be expanded to fund improved parks and plazas throughout the Plan Area, including improvements to the Park Blocks for overall community use, to support the continued use for the Saturday Market, and to assist in the development of an improved permanent Farmers’ Market in the Plan Area. The new projects are “Public Utilities: High-Speed Fiber” for the implementation costs that benefit the Plan Area, and “Other Public Facilities: Old Lane Community College Building” for the redevelopment of the now vacant school building. Caps on the amount of tax increment funds available for each project were also included in the Plan. Except for these projects, the Agency will not initiate additional projects to be funded with tax increment dollars after the date of the 2016 Amendment.

The Plan was amended in 2020 to remove the cap on the use of tax increment funds for the Farmers’ Market project.

The Downtown Urban Renewal District will cease collecting tax increment dollars and return any unused tax increment funds to Lane County for redistribution to overlapping taxing districts as provided in Section 1300 A of this plan.

Section 200 – Definitions

The following definitions will govern this Plan.

2016 Amendment means the update to the Plan that was completed in 2016.

Agency means the Urban Renewal Agency of the City of Eugene.

Butterfly Parking Lot means the property on the northwest corner of 8th Avenue and Oak Street that is owned by Lane County and in use as a two-level parking structure.

Downtown Plan means the Eugene Downtown Plan as adopted by the Eugene City Council in 2004 as a refinement of the Eugene Springfield Metropolitan Area General Plan.

Eugene Fiber Implementation Plan means the plan to extend the municipal high-speed fiber network to downtown buildings and establish the high-speed connection between local and regional internet exchanges.

High-Speed Fiber means the portion of the Eugene Fiber Implementation Plan that is located within the Plan Area and that benefits the Plan Area.

Old LCC Building means the 66,000 square foot building at 1059 Willamette Street owned by Lane Community College and vacated in January 2013 when the new Lane Community College Downtown Campus opened at 10th Avenue and Olive Street.

Plan means this Urban Renewal Plan for the Downtown District.

Plan Area means the property included in the Downtown Urban Renewal District as more fully described in Section 300.

Projects means only the urban renewal projects that are listed in Section 600 of the Plan, as amended by the 2016 Amendment.

Tax Increment Financing means a method of financing urban renewal projects as authorized by ORS Chapter 457.

Willamette to Willamette Initiative means the collection of projects focusing on infrastructure and activity along 8th Avenue between the Willamette River and Willamette Street.

Section 300 – Legal Description

The Downtown Urban Renewal District includes an area of approximately 75 acres. The Plan Area includes all of the land within the boundaries designated on the map attached as Plan Exhibit A and described as containing all lots or parcels of property situated in the City of Eugene, County of Lane, State of Oregon, bounded generally as described in Plan Exhibit B.

Section 400 – Goals and Objectives

A. GOALS

The goals of the Plan are to:

1. Improve the function, condition, and appearance of the Plan Area through:
 - a. Infrastructure improvements to parks, plazas, and open space to provide an inviting civic space aligned with the Willamette to Willamette Initiative, and inviting and accessible connections between the parks, plazas and open space;
 - b. Assisting in the creation of an improved permanent Farmers’ Market that will reinforce cultural, commercial and redevelopment activities downtown and bring thousands of people into the Plan Area to purchase farm fresh produce and other products, including people who otherwise would not travel into the Plan Area;

- c. Construction of critical utility high-speed fiber;
 - d. Redevelopment of the Old LCC Building into an active use, bringing more people into the Plan Area, thereby making the entire Plan Area more attractive for other businesses and removing the blighting influence of a vacant building in a significant location along Willamette Street.
2. Eliminate blight and blighting influences;
 3. Strengthen the economic conditions of the Plan Area; and
 4. Enhance downtown's role as the regional economic, governmental, and cultural center and a central location for public and private development and investment.

B. OBJECTIVES

Development in the Plan Area has been intended to implement the adopted policies contained in the Downtown Plan and to develop downtown as the heart of a livable, economically strong, and sustainable city. The objectives for the Plan are to ensure that:

1. The parks, plazas, Farmers' Market, and open space provide inviting civic spaces:
 - a. Benefit the Plan Area and community overall to bring even more community members into the Plan Area and allow for accessibility and connectivity between the public spaces,
 - b. Benefit the community overall and the Farmers' Market with an improved permanent space in the Plan Area so the market can continue to bring hundreds of community members into the Plan Area and remain viable as an organization, and
 - c. Benefit downtown, as athletes, visitors, media and local residents are in the center of our city for the World Track and Field Championships;
2. High-speed fiber can:
 - a. Increase internet speed for lower monthly costs;
 - b. Increase the competitiveness of the existing technology sector, which will increase the number and size of technology businesses and related jobs, in accordance with the Regional Prosperity Economic Prosperity Plan;
 - c. Reduce costs and increased telecommunications speed for the City, Lane Community College, Lane County, Lane Council of Governments (LCOG), 4J and Bethel school districts; and
 - d. Lower the cost of telecommunications service for residential buildings inside the Plan Area and at least two existing affordable housing projects within one block of the Plan Area;
3. Redevelopment of the Old LCC Building will transform a large, vacant building adjacent to Lane Transit District into an active use contributing to downtown vitality.

Section 500 – Land Use Plan

The use and development of all land within the Plan Area shall comply with the regulations prescribed in the City’s comprehensive plan, zoning ordinance, subdivision ordinance, City charter, or any other applicable local, State or Federal laws regulating the use of property within an urban renewal area.

Section 600 – Urban Renewal Projects

To achieve the objectives of this Plan, the Agency may incur indebtedness to finance the following urban renewal projects, and no others, and may pay that indebtedness with tax increment funds:

A. PUBLIC PARKS, PUBLIC PLAZAS, FARMERS’ MARKET, PUBLIC RESTROOMS, PUBLIC OPEN SPACES, AND STREETS

Former Section 600 A of the Plan authorized the Agency to participate in funding infrastructure improvements to the Park Blocks in order to make that location more attractive and functional for the Farmers’ Market. The Agency may use tax increment funds in the Plan Area to help create an improved permanent Farmers’ Market. The Agency may also use up to \$5.2 million of tax increment funds within the Plan Area to improve any public parks, public plazas, restrooms, open spaces, streets, and sidewalks within the Plan Area. The Agency may spend tax increment funds on infrastructure improvements to these elements that may include the design, acquisition, construction or rehabilitation of public spaces, or parks or public facilities within the Plan Area, including but not limited to shelters, buildings, landscaping, walkways, plazas, accessibility improvements, lighting, furniture, and art. A portion of that total may also be spent on changes to the surrounding streets (e.g. 8th Avenue, Oak Street, and Park Street), reincorporating the site of the Butterfly Parking Lot as part of the historic four corners of the Park Blocks, and connecting the public spaces as part of the Willamette to Willamette Initiative. However, tax revenue funds shall not be used to pay for construction of a new City Hall building, nor to pay for a parking lot on the block bounded by Pearl Street, 8th Avenue, High Street, and 7th Avenue.

Community Engagement & Approval Process: Prior to the approval of construction for any of the improvements authorized by this subsection A, the Agency shall complete the following activities:

1. The community will be invited to share their aspirations and vision for the public parks, plazas, open spaces and streets in the Plan Area. In addition, the community will be invited to share ideas about an improved permanent Farmers’ Market before funding can be approved for construction.
2. Agency staff shall present to the City’s elected officials the information from the community engagement activities identified in paragraph 1. In addition, staff will estimate costs for the specific project or projects, as well as possible funding mechanisms that could be authorized by either the Agency Board or the City

Council, including such mechanisms as tax increment financing, grants, General Obligation bonds, General Fund dollars, and private contributions.

3. Following or concurrently with the presentation of the information in paragraph 2, a public hearing shall be held to allow the public to comment directly to the elected officials on whether a specific project should move forward, and if so, how it should be funded.
4. Following the public hearing, the Agency Board may authorize the use of tax increment financing for the specific project or projects that were the subject of the public hearing, or alternatively, decide that a different funding mechanism should be used for all or part of the cost of constructing the project.

B. PUBLIC UTILITIES: *High-Speed Fiber*

The Agency may assist with the Eugene Fiber Implementation Plan to extend the municipal high-speed fiber network to downtown buildings and to establish the high-speed connection between local and regional internet exchanges for costs attributable to the Plan Area using tax increment funds not to exceed \$3 million.

Installing Downtown Fiber: The 2013 City of Eugene Broadband Strategic Plan identified the development of a downtown fiber network as a strategic goal. After completion of the Strategic Plan, City staff worked with Lane Council of Governments (LCOG) and the Eugene Water and Electric Board (EWEB) on a successful pilot project, to test the feasibility of implementing a downtown network. The City, EWEB, and LCOG identified a workable method to connect several commercial buildings by running fiber optics cables through existing electrical conduit. With LCOG, EWEB, and the Technology Association of Oregon, the Fiber Implementation Plan a) calls to construct fiber connections to additional downtown buildings and b) includes the costs and benefits of leasing a publicly operated connection from a local internet connection point to large, regional internet exchanges.

High-speed fiber will serve and benefit the Plan Area because: (1) existing businesses and new businesses benefiting from the high speed and competitive market will grow employment and attract new investments to the Plan Area; (2) residents of housing in the Plan Area will have an added benefit for living within in the Plan Area; and (3), and public agencies will have reduced costs and increased telecommunication speed.

C. OTHER PUBLIC FACILITIES: *Old LCC Building*

The Agency may provide up to \$6 million in tax increment funds as part of redevelopment of the Old LCC Building, which may include housing or activities that advance the Regional Prosperity Economic Development Plan (e.g., an innovation center with maker space, wet lab, or art/tech incubator). The building will benefit the Plan Area by increasing public usage of the area and stimulating additional public and private investment. This work would include Lane Community College and could include collaboration with others.

Prior to the approval of tax increment funds for construction of these improvements the Agency shall follow the public input and approval process identified in subsection A of this section 600.

D. PROJECT DELIVERY AND ADMINISTRATIVE ACTIVITIES

Many of the Agency's project delivery and administrative activities are provided through a contract between the City of Eugene and the Agency dated June 15, 2004.

1. The Agency may retain the services of independent professional people or organizations to provide project delivery administrative or technical services such as:
 - a. Project management;
 - b. Preparation of market, feasibility, or other economic studies;
 - c. Public engagement;
 - d. Preparation of design, architectural, engineering, landscaping architectural, planning, development, or other developmental studies;
 - e. Preparation of property acquisition appraisals;
 - f. Provision of special rehabilitation, restoration, or renovation feasibility and cost analysis studies;
 - g. Provision of legal, debt issuance, accounting or audit services;
 - h. Assistance with preparation of the annual financial report required under Section 800 of this Plan and the financial review required under Section 900 of this Plan; and
 - i. Support ongoing investments within the Plan Area (e.g. potential new businesses, existing businesses with expansion, dealing with safety issues).
2. The Agency may acquire, rent, or lease office space and office furniture, equipment, and facilities necessary for it to conduct its affairs in the management and implementation of this Plan.
3. The Agency may invest its reserve funds in interest-bearing accounts or securities authorized under ORS 294.
4. The Agency may borrow money, accept advances, loans, or grants from any legal source, issue urban renewal bonds and receive tax increment proceeds as provided for in Section 700 of this Plan.

E. EXISTING ACTIVITIES

The Agency may complete urban renewal projects authorized prior to the 2016 Amendment (for example, the Broadway Commerce Center and Woolworth Building projects at Willamette and Broadway, repay debt issued for LCC's Downtown Campus and

the Broadway Place Garages, and improvements to downtown lighting). The Farmers' Market improvements that were authorized in the 2010 Amendment are part of the expanded Farmers' Market project identified in Section 600 A. The Agency also may continue to operate the Downtown Revitalization Loan Program. All dollars loaned must come from program revenue and not from tax increment funds.

Section 700 – Methods for Financing the Projects

The Agency may borrow money and accept advances, loans, grants, and other legal forms of financial assistance from the Federal government, State, City, County, or other public body, or from any source, public or private, for the purposes of undertaking and carrying out the Projects authorized by this Plan.

Ad valorem taxes, if any, levied by a taxing body upon the taxable real and personal property situated in the Plan Area, shall be divided in accord with and pursuant to Section 1c, Article IX of the Oregon Constitution and ORS 457, and used by the Agency for the Projects authorized by this Plan.

The Agency shall adopt and use a fiscal year ending June 30 accounting period. Each year, the Agency shall develop a budget in conformance with the provisions of ORS Chapter 294 and ORS 457, which shall describe sources of revenue, proposed expenditures, and activities.

Section 800 – Annual Financial Statement Required

A financial statement shall be prepared that includes the information required by ORS Chapter 457. The statement shall be filed with the City Council and notice shall be published and mailed to the affected taxing districts in accordance with the requirements of ORS Chapter 457.

Section 900 – Community Member Participation

The activities and projects defined in this Plan, and the adoption of amendments to this Plan shall be undertaken with the participation of community members, owners, tenants as individuals, and organizations who reside within or who have financial interest within the Plan Area together with the participation of general residents of the City. The Agency shall convene not less than once each year a committee of such persons to: a) prepare a report on the activities of the Agency for the previous fiscal year, and b) determine whether the Agency's expenditure of tax increment dollars was limited to the projects authorized by this Plan and the associated administrative costs authorized by the Plan.

Prior to the approval of tax increment funds for construction of Section 600 A and C improvements the Agency shall follow the "community engagement and approval process" identified in subsection A of Section 600.

Section 1000 – Non-Discrimination

In the preparation, adoption, and implementation of this Plan no public official or private party shall take any action to cause any person, group, or organization to be discriminated against in a manner that violates Section 4.613 of the Eugene Code, 1971.

Section 1100 – Recording of this Plan

A copy of this Plan shall be recorded with the recording officer of Lane County.

Section 1200 – Procedures for Changes or Amendments

The Plan will be reviewed and analyzed periodically and may need to be modified based on public engagement results, design engineering for the fiber project, project negotiations for the Farmers’ Market, and project scoping for the Old LCC Building. Types of Plan Amendments are:

A. TYPE ONE AMENDMENT – SUBSTANTIAL CHANGE REQUIRING SPECIAL NOTICE

Type One amendments shall require approval per ORS 457.095, and notice as provided in ORS 457.120. Type One plan changes will consist of:

1. Increases in the Plan Area boundary in excess of one percent (1%) of the existing area of the Plan.
2. Increases in the maximum indebtedness that can be issued or incurred under this Plan.

B. TYPE TWO AMENDMENT – SUBSTANTIAL CHANGE NOT REQUIRING SPECIAL NOTICE

Type Two amendments shall require approval per ORS 457.095, but will not require notice as provided in ORS 457.120. Type Two amendments will consist of any change or additions to the projects listed in Section 600.

C. TYPE THREE AMENDMENT – MINOR AMENDMENT

Minor amendments are any change that does not require a Type One or Type Two amendment and may be approved by the Agency Board in resolution form.

D. AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN OR ANY OF ITS IMPLEMENTING ORDINANCES

Should the City Council amend the City’s comprehensive plan or any of its implementing ordinances and should such amendment cause a substantial change to this Plan, the City Council amending action shall cause this Plan to be amended provided that the Planning Commission and City Council approve the amendment. In the event of such amendment,

the text and/or exhibits of this Plan, if applicable to this Plan, shall be changed accordingly by duly recorded ordinance.

Section 1300 – Duration and Validity of Approved Plan

A. DURATION OF THE PLAN

Taxes may be divided under this Plan only until the maximum indebtedness for the Plan Area has been issued and paid or defeased, or the Agency has determined that it will not issue the full amount of that maximum indebtedness, and all indebtedness that will be issued has been issued and paid or defeased. When that indebtedness has been paid or defeased the Agency will notify the assessor pursuant to ORS 457.450(2) to cease dividing taxes for the Plan Area, and shall return any unused tax increment funds to Lane County for redistribution to overlapping taxing districts. However, the Downtown District and this Plan may remain in effect as long as legally required to exist and until the Agency transfers any remaining assets and liabilities of the Plan Area to the City of Eugene. As of the date of the 2016 Amendment, it is estimated that the last fiscal year for which taxes will be divided is FY27.

B. VALIDITY

Should a court of competent jurisdiction find any word, clause, sentence, section, or part of this Plan to be invalid, the remaining words, clauses, sentences, section, or parts shall be unaffected by any such finding and shall remain in full force and effect for the duration of the Plan.

Section 1400 – Maximum Indebtedness

The sum of \$33 million was established in 1998 as the spending limit (maximum amount of new indebtedness which could be issued or incurred from tax increment funds) under this Plan after June 1, 1998. That figure was developed using the estimated project costs, plus a 5% annual inflation factor. The 2010 Amendment increased the maximum indebtedness amount by \$13.6 million, to a total of \$46.6 million.

The 2016 Amendment increased the maximum indebtedness amount by \$19.4 million, to a total of \$66 million. The maximum indebtedness limit established by this Section 1400 does not apply to or limit:

1. The obligation of the Agency to pay interest on indebtedness issued or incurred under this Plan;
2. Any indebtedness issued to refund indebtedness issued or incurred under this Plan, to the extent that the refunding indebtedness does not exceed the principal amount of the refunded indebtedness, plus the amount of the refunding indebtedness that is used to pay costs of the refunding;
3. Funds to repay indebtedness existing on the date of the 1998 Amendment; and
4. Expenditures made from funds other than tax increment funds, such as loans made from the Downtown Revitalization Loan Program.

Legislation passed in 2009 (ORS 457.220) placed additional limits on how much a municipality can increase maximum indebtedness. That same legislation, however, also provides that those limitations *“do not apply to the extent the municipality approving a plan obtains the written concurrence of taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the urban renewal area.”* The City concurred with that increase in maximum indebtedness when it approved this Plan. After consultation with the other overlapping taxing districts, the School District 4J Board voted 7:0 on May 18, 2016 “to concur with the Eugene City Council’s proposed plan amendment to increase maximum indebtedness for the Downtown Urban Renewal District by up to \$48 million in accordance with ORS 457.220 and 457.470(7).” The City and School District 4J imposed at least 75% of the amount of taxes imposed under permanent rate limits in the Downtown Urban Renewal District in FY 2015. Therefore, the legislative limitations are not applicable to the maximum indebtedness increase resulting from the 2016 Amendment.

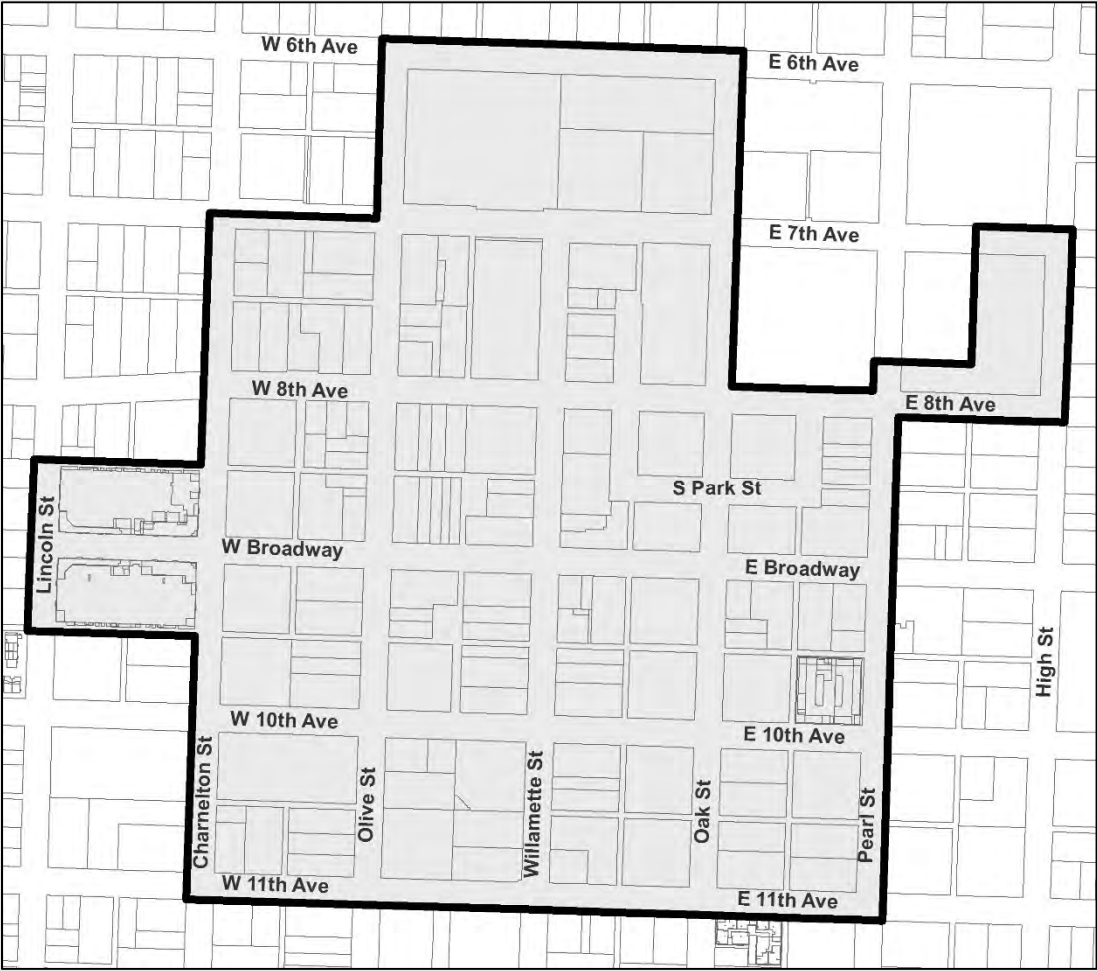
Additionally, the LCC Board and the Lane County Board of County Commissioners provided support for the amendment. On May 11, 2016, the LCC Board of Directors voted 6:0 to support the proposed projects, specifically the LCC Downtown Center project, for inclusion in the Downtown Urban Renewal Plan amendment and the use of tax increment financing as the funding mechanism. On May 24, 2016, the Lane County Board of County Commissioners voted 4:1 to approve a letter of support.

The 2020 Amendment does not increase the maximum indebtedness amount.

Section 1500 – Formal Matters

At this time, no property is anticipated to be purchased that would result in relocation. If property is identified for purchase that would involve relocation, the Agency would develop provisions for relocation.

PLAN EXHIBIT A: Plan Area Map



PLAN EXHIBIT B: Plan Area Description

Beginning at the southwest corner of the intersection of 11th Avenue and Charnelton Street in the City of Eugene, Lane County, Oregon, commencing northerly along the west right-of-way line of Charnelton Street to the point of intersection of the south right-of-way line of the alley between 10th Avenue and Broadway;

- (1) thence, westerly along the south right-of-way line of said alley to the west line of Lincoln Street;
- (2) thence, northerly along the west right-of-way line of Lincoln Street to the point of intersection of the north right-of-way line of the alley between Broadway and 8th Avenue if extended;
- (3) thence, easterly along the north right-of-way line of said alley to the west right-of-way line Charnelton Street;
- (4) thence, northerly along the west right-of-way line of Charnelton Street to the northwest corner of the intersection of 7th Avenue and Charnelton Street;
- (5) thence, easterly along the north right-of-way line of 7th Avenue to the northwest corner of the intersection of 7th Avenue and Olive Street;
- (6) thence, northerly along the west right-of-way line of Olive Street to the northwest corner of the intersection of 6th Avenue and Olive Street;
- (7) thence, easterly along the north right-of-way line of 6th Avenue to the northeast corner of the intersection of 6th Avenue and Oak Street;
- (8) thence, southerly along the east right-of-way line of Oak Street to the northeast corner of Oak Street and South Park Avenue;
- (9) thence, easterly along the north right-of-way line of South Park Avenue extended to the east right-of-way line of Pearl Street;
- (10) thence, southerly along the east line of Pearl Street to the southeast corner of the intersection of Pearl Street and West 11th Avenue; and
- (11) thence westerly along the south right-of-way line of West 11th Avenue to the point of beginning.

Portion of the Former City Hall Block description

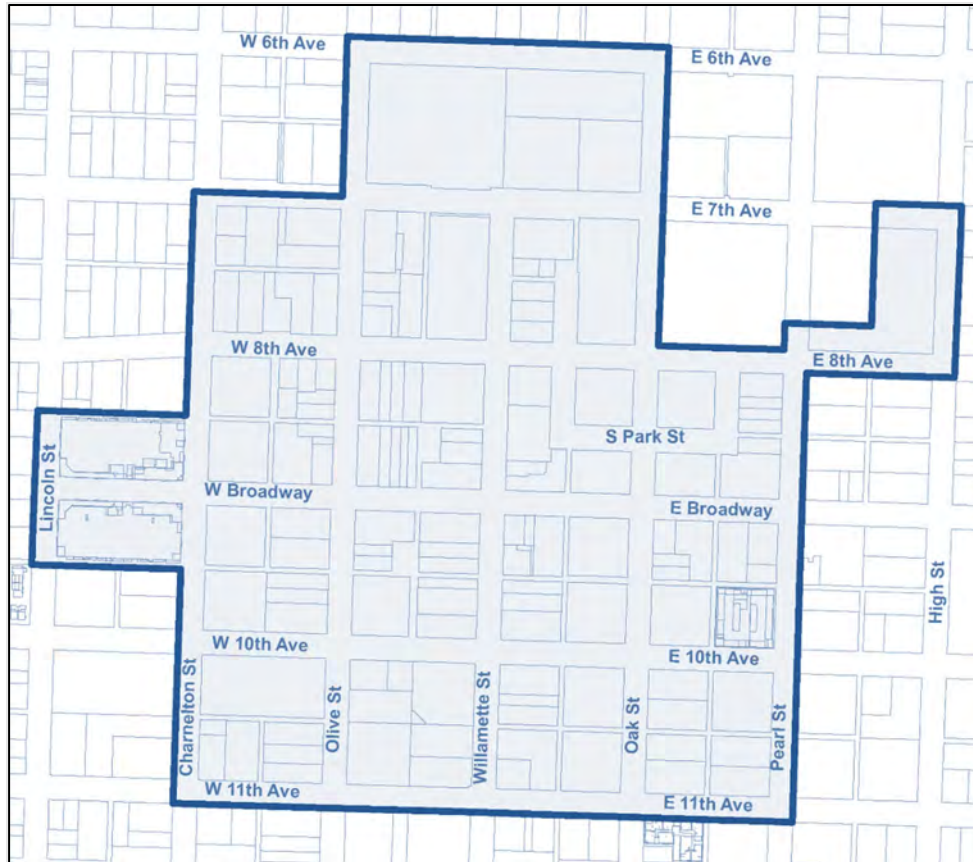
A tract of land located in the Northeast one-quarter of Section 31 in Township 17 South, Range 3 West of the Willamette Meridian being more particularly described as follows; Beginning at the Southwest corner of Block 18 as platted and recorded in Skinner's Donation to Eugene per Judgement Docket "A" page 2, Lane County Oregon Plat Records in Lane County, Oregon; thence Southerly along the westerly line of Block 23 of said Skinner's Donation to Eugene to the Northwest corner of Block A of Mulligan Addition to Eugene as platted and recorded in Volume A, Page 122, Lane County Oregon Plat Records in Lane County, Oregon; thence Westerly along the Northerly line of Block 1 of said Mulligan Addition to Eugene to the Northwest corner of said Block 1 of said Mulligan Addition to Eugene; thence northerly to the Southwest corner of said Block 24; thence West to the Southeast corner of Block 7 Skinner Donation to Eugene as platted and recorded in Volume A, Page 122, Lane County Oregon Plat Records in Lane County, Oregon; thence northerly

along the East line of said Block 7, 71.47 feet; thence running 71.47 feet distant and parallel to the south line of said Block 24 to the centerline of the now vacated alley within said Block 24; thence Northerly along said alley centerline to the South line of Block 17 in said Skinner's Donation to Eugene; thence along the South line of said Block 17 to the Southwest corner of Said Block 18 and there ending, all in Eugene, Lane County, Oregon.

East Park Block Area description

A tract of land located in the Northeast one-quarter of Section 31 in Township 17 South, Range 3 West of the Willamette Meridian being more particularly described as follows; Beginning at the Southwest corner of Block 24 as platted and recorded in Skinner's Donation to Eugene per Judgement Docket "A" page 2, Lane County Oregon Plat Records in Lane County; thence Southerly along the west line of Block 1 of Mulligan Addition to Eugene as platted and recorded in Volume A, Page 122, Lane County Oregon Plat Records in Lane County, Oregon to the Southwest corner of Lot 3, Block 1 of said Mulligan Addition; thence Westerly along the projected south line of Lot 6, Block 12 of said Mulligan Addition and along the north right-of-way line of South Park Street to the intersection with the east right-of-way line of Oak Street; thence northerly along said east right-of-way line of said Oak Street to the northerly right-of-way line of East 8th Avenue; thence Easterly along said northerly right-of-way line of said East 8th Avenue to the point of beginning being the Southwest corner of said Block 24 of Skinner's Donation to Eugene and there ending, all in Eugene, Lane County, Oregon.

Draft Urban Renewal Plan **for the** **Downtown Urban Renewal District**



Adopted July 1968

- Modified -

December 1968

December 1989

June 1998

September 13, 2004

May 24, 2010

June 13, 2016

November 23, 2020

Amended ____, 2023 by Ordinance No. ____

Urban Renewal Agency of the City of Eugene, Oregon



Table of Contents

Section 100 – Introduction.....	- 3 -
Section 200 – Definitions	- 3 -
Section 300 – Legal Description.....	- 4 -
Section 400 – Goals and Objectives	- 4 -
<i>A. Goals</i>	- 4 -
<i>B. Objectives</i>	- 4 -
Section 500 – Land Use Plan.....	- 5 -
Section 600 – Urban Renewal Projects	- 5 -
<i>A. Housing</i>	- 5 -
<i>B. Physical Improvements to Address Safety and Comfort</i>	- 6 -
<i>C. Emerging Projects Directed/Initiated by the Agency Board</i>	- 7 -
<i>D. Loans and Grants</i>	- 8 -
<i>E. Project Delivery and Administrative Activities</i>	- 8 -
<i>F. Existing Activities</i>	- 9 -
Section 700 – Methods for Financing the Projects.....	- 9 -
Section 800 – Annual Financial Statement Required.....	- 9 -
Section 900 – Community Member Participation	- 10 -
Section 1000 – Non-Discrimination	- 10 -
Section 1100 – Recording of this Plan.....	- 10 -
Section 1200 – Procedures for Changes or Amendments.....	- 10 -
<i>A. Type One Amendment – Substantial Change Requiring Special Notice</i>	- 10 -
<i>B. Type Two Amendment – Substantial Change Not Requiring Special Notice</i>	- 10 -
<i>C. Type Three Amendment – Minor Amendment</i>	- 10 -
<i>D. Amendment to the City’s Comprehensive Plan or Any of Its Implementing Ordinances</i>	- 11 -
Section 1300 – Duration and Validity of Approved Plan.....	- 11 -
<i>A. Duration of the Plan</i>	- 11 -
<i>B. Validity</i>	- 11 -
Section 1400 – Maximum Indebtedness	- 11 -
Section 1500 – Formal Matters	- 12 -
Plan Exhibit A: Plan Area Map	- 13 -
Plan Exhibit B: Plan Area Description	- 14 -
Plan Exhibit C: Analysis Of The Plan’s Conformance To The Comprehensive Plan And Other Local Plans.....	- 16 -
<i>A. Metro Plan - Eugene Springfield Metropolitan Area General Plan</i>	- 16 -
<i>B. Envision Eugene Comprehensive Plan</i>	- 19 -
<i>C. Eugene 2035 Transportation System Plan</i>	- 20 -
<i>D. Housing Implementation Pipeline</i>	- 21 -
<i>E. Climate Action Plan 2.0</i>	- 22 -
<i>F. Eugene Downtown Plan</i>	- 23 -

I. ADOPTION

Resolution Number	Date	Purpose
Resolution No. 257	7/3/1968	Adoption of the Urban Renewal Plan for the Central Eugene Project (the Plan).

II. AMENDMENTS

Amendment Number	Date	Purpose
Resolution No. 1609	12/19/1968	<ul style="list-style-type: none"> ○ Modified the Plan to allow for additional projects as required by HUD to receive additional federal funds.
Ordinance No. 19648	11/8/1989	<ul style="list-style-type: none"> ○ Aligned the Plan with Metro Plan policies: strengthen the area's position as a regional service center, maintain the Eugene central business district as a vital center, incorporate principles of compact urban growth, encourage retail and commercial development in the downtown area, and promote the development of parking structures in the downtown core. ○ Expiration set for FY10.
Ordinance No. 20120	6/1/1998	<ul style="list-style-type: none"> ○ Responded to Measure 50 to a) include a maximum amount of indebtedness and b) select Option 1 for the city-wide special levy as the method for collecting ad valorem property taxes for payment of debts related to urban renewal projects. ○ Limited expenditure of new funds to completing existing projects and construction of a new main library. ○ Removed the business assistance loan program. ○ Approved a plan to reduce district administration costs over the following three years.
Ordinance No. 20328	9/13/2004	<ul style="list-style-type: none"> ○ Expanded the projects for which tax increment funds could be used ○ Created a public advisory committee ○ Added the requirement for specific Agency approval of projects greater than \$250,000 (other than loans), and adding a limit of \$100,000 on the mandate for a public hearing in the event of a plan change (applies to minor amendments that can be approved by the URA without ORS 457.095 approval – Section 1200, C of the 2004 Plan). ○ Added the Downtown Revitalization Loan Program (DRLP). ○ Expiration set for 2024.
Ordinance No. 20459	5/24/2010	<ul style="list-style-type: none"> ○ Limited scope of two previously approved projects, removed the ability to initiate all other previously approved projects, and authorized one new project expenditure of new funds to completing existing projects and construction of a new library. ○ Except for the three projects and existing projects previously approved no initiation of additional projects. ○ Expiration upon the repayment or defeasance of debt related to the urban renewal projects specifically identified in the Plan.

Ordinance No. 20564	6/13/2016	<ul style="list-style-type: none"> ○ Increased maximum indebtedness by \$19.4 million to a total of \$66 million to fund the following projects: <ul style="list-style-type: none"> ○ Park Blocks and Open Space Improvements ○ Lane Community College Old LCC Building ○ Improved Space for Farmers' Market ○ High-Speed Fiber Network Downtown ○ Required additional public process, including community engagement and a public hearing, before the Agency Board can approve spending tax increment funds on any of the four previously listed projects ○ Expanded the Plan boundary by 7% to include the East Park Block and a portion of the former City Hall Block ○ Continued annual review of tax increment projects by the Expenditure Review Panel
Ordinance No. 20644	11/24/2020	<ul style="list-style-type: none"> ○ Remove spending cap on Farmers Market

DRAFT

URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT

Section 100 – Introduction

The Downtown Urban Renewal Plan was revised in 2023 to authorize several new projects.

The projects address the challenges that face the downtown core, as identified through a robust community outreach effort in fall of 2022, known as Downtown Priorities and Projects. The Downtown Priorities and Projects effort led to recommended improvements for Eugene’s downtown (which includes the Plan Area) in six categories: Housing; Public Safety; Social Services; Commercial Activity and Development; Public Spaces and Mobility; and Events and Culture.

The new projects are discussed in more detail under Section 600 of the Plan and include “Housing,” “Physical Improvements to Address Safety and Comfort” and “Emerging Projects Directed/Initiated by the Agency Board.” Eligible activities associated with two previously approved projects is “Public Parks, Public Plazas, Public Rest Rooms, Public Open Spaces, and Streets and “1059 Willamette” remain eligible under this Plan. The 2023 Amendment increased the maximum indebtedness from \$66 million to \$116 million, to allow for the addition of new projects to the Plan.

The Downtown Urban Renewal District will cease collecting tax increment dollars and return any unused tax increment funds to Lane County for redistribution to overlapping taxing districts as provided in Section 1300A of this plan.

Section 200 – Definitions

The following definitions will govern this Plan.

1059 Willamette means the planned redevelopment of the City-owned property at 1059 Willamette Street in the Plan Area. The City acquired the property for the development of a mixed-income housing project. The Agency Board allocated \$700,000 for the approved housing project in October 2021. The project was previously referred to as “Old LCC Building” in the 2016 and 2020 Amendments.

2016 Amendment means the update to the Plan that was completed in 2016.

2020 Amendment means the update to the Plan that was completed in 2020.

2023 Amendment means the update to the Plan that was completed in 2023.

Agency means the Urban Renewal Agency of the City of Eugene.

Development Fee Assistance means the payment of development fees for development that results in creation of new housing in the Plan Area.

Downtown Plan means the Eugene Downtown Plan as adopted by the Eugene City Council in 2004 as a refinement of the Eugene Springfield Metropolitan Area General Plan.

Plan means this Urban Renewal Plan for the Downtown District.

Plan Area means the property included in the Downtown Urban Renewal District as more fully described in Section 300.

Projects means only the urban renewal projects that are listed in Section 600 of the Plan, as amended by the 2023 Amendment.

Tax Increment Financing means a method of financing urban renewal projects as authorized by ORS Chapter 457.

Willamette to Willamette Initiative means the collection of projects focusing on infrastructure and activity along 8th Avenue between the Willamette River and Willamette Street.

Section 300 – Legal Description

The Downtown Urban Renewal District includes an area of approximately 75 acres. The Plan Area includes all of the land within the boundaries designated on the map attached as Plan Exhibit A and described as containing all lots or parcels of property situated in the City of Eugene, County of Lane, State of Oregon, bounded generally as described in Plan Exhibit B.

Section 400 – Goals and Objectives

A. Goals

The goals of the Plan are to:

1. Improve the function, condition, and appearance of the Plan Area by:
 - a. Supporting the creation of a mix of new housing in the downtown core, including but not limited to redevelopment of 1059 Willamette Street, which will bring more people and positive activity into the Plan Area, thereby making the entire Plan Area more attractive for all downtown users.
 - b. Supporting commercial development by altering and repurposing of buildings to create the physical conditions that will help businesses thrive.
 - c. Making physical improvements to parks, plazas, open space, sidewalks, and streets to provide an inviting civic space aligned with the Willamette to Willamette Initiative to provide inviting and accessible connections between the parks, plazas and open space, and to address public safety concerns in the Plan Area
2. Eliminate blight and blighting influences;
3. Strengthen the economic conditions of the Plan Area; and
4. Enhance downtown’s role as the regional economic, governmental, and cultural center and a central location for public and private development and investment.

B. Objectives

Development in the Plan Area is intended to implement the adopted policies contained in the Downtown Plan and to develop downtown as the heart of a livable, economically strong, and sustainable city. The objectives for this Downtown Urban Renewal Plan are:

1. Address barriers that prevent the creation of new housing in downtown by helping make projects financially feasible. The creation of new housing in the Plan Area will:
 - a. Contribute to downtown vitality;
 - b. Help alleviate the undersupply of housing in Eugene; and
 - c. Support the City’s climate action goals.
2. Improve public spaces in the Plan Area in order to make downtown a safe, accessible, and welcoming place for all users. These public improvements will:
 - a. Address public safety concerns by improving the physical environment;
 - b. Improve the human experience downtown;
 - c. Address bicycle and pedestrian needs integral to development within the Plan Area;
 - d. Support programming in public spaces by providing infrastructure;
 - e. Improve multi-modal transportation circulation to and through the Plan Area; and
 - f. Ensure downtown remains a gathering space for all community members.
3. Strengthen downtown’s commercial environment by:
 - a. Investing in vacant or underutilized spaces to increase marketability and flexibility; and
 - b. Providing financial assistance for new and growing businesses.

Section 500 – Land Use Plan

The use and development of all land within the Plan Area shall comply with the regulations prescribed in the City’s comprehensive plan, land use regulations, City charter, and any other applicable local, State, or Federal laws regulating the use of property within an urban renewal area.

Section 600 – Urban Renewal Projects

To achieve the objectives of this Plan, the Agency may incur indebtedness to finance the following urban renewal projects, and may pay that indebtedness with tax increment funds:

A. Housing

The Agency is authorized to support the creation of housing in the Plan Area through the following activities:

A-1. Development Fee Assistance

The Agency may use tax increment funds to pay development fees for development that results in the creation of new housing in the Plan Area. Development fees paid by the Agency may include System Development Charges, permit fees, and other government-imposed fees. The Agency Board will establish eligibility criteria for Development Fee Assistance. If the criteria are met, Agency Board approval per Section 700 is not needed. Eligible projects must result in new housing and include new construction or redevelopment of existing buildings.

A-2. Real Property Acquisition and Disposition

The Agency may use tax increment funds to acquire real property when the acquisition of the real property is necessary to support creation of new housing in the Plan Area.

The process for selling or disposing of property acquired for the purpose of supporting the creation of housing will be determined by the Agency Board. Property acquired to support the creation of housing may be offered to a developer for a reduced price or at no cost, as determined by the Agency Board.

B. Physical Improvements to Address Safety and Comfort

The Agency is authorized to make improvements to public spaces including street, curbs, and sidewalks in the Plan Area to create safe, accessible, and welcoming places for users. Possible improvements include:

B-1. Street, Curb, Alley, and Sidewalk Improvements

Improvements within the Plan Area may require the construction of new street, curb, and sidewalks. The Agency may fund sidewalk and roadway improvements in the Plan Area including design, redesign, construction, resurfacing, repair, and acquisition of right-of-way for curbs, streets, and sidewalks, and pedestrian and bicycle paths. Projects that may be undertaken include:

- Local street, curb, and sidewalk improvements to support commercial and other street-level activity in the Plan Area or identified in the Eugene Capital Improvements Program
- Other curb, sidewalk improvements identified by the Agency

B-2. Streetscape Projects

The Agency may participate in activities that will improve the visual appearance of the Plan Area, including but not limited to:

- Accent paving
- Decorative lighting
- Street trees, planters, and landscaping
- Furnishings, including benches, trash receptacles, bicycle racks
- Street and directional signage
- Public art and water features
- Gateway monuments and landscape features
- Undergrounding of utilities in the Plan Area

B-3. Pedestrian, Bike, and Multi-Modal Transportation Improvements

The Agency may participate in activities that support pedestrian, bicycle, other non-automobile, and transit uses in the Plan Area and connections between the Plan Area, the riverfront, public parks, and other areas of Eugene. Projects may include:

- Construction of bicycle parking and storage, transit stops, covered shelters, transit pullouts
- Provide new bike paths or lanes in the Plan Area

- Provide pedestrian connections to the broader downtown, riverfront, and surrounding areas
- Provide more prominent entrances to the downtown area
- Provide weather sheltering devices for the protection of pedestrians

C. Emerging Projects Directed/Initiated by the Agency Board

The Agency is authorized to participate in the following activities and projects should the Agency Board decide to pursue them:

C-1. Community Facilities

The Agency is authorized to participate in development of community facilities including new conference center or meeting spaces, or a cultural performance venue. These improvements will benefit the Plan Area by increasing public use of the area and by stimulating additional private investment in the Plan Area. The extent of the Agency's participation in funding such facilities will be based upon an Agency finding regarding the benefit of that project to the Plan Area, and the importance of the project in carrying out Plan objectives. The type and location of these community facilities will be determined by future study.

C-2. Open Spaces

The Agency may participate in funding the design, acquisition, construction, and/or rehabilitation of public open spaces and parks within the Plan Area. Projects to be undertaken may include:

- Walkways and plazas
- Shelters
- Buildings
- Landscaping
- Accessibility improvements
- Lighting
- Furniture
- Art

C-3. Other Development Support

The Agency is authorized to support development and commercial activities within the Plan Area through the following activities:

a. Financial Assistance

The Agency may use tax increment funds to provide financial assistance to property owners, for physical improvements to privately-owned properties that will address the goals of the Plan. The activities eligible for financial assistance could include housing development, green building or renewable energy investments, improvements to ground-floor storefronts, and improvements to vacant or underutilized commercial spaces to increase flexibility and marketability.

b. Real Property Acquisition and Disposition

The Agency may use tax increment funds to acquire real property for the purpose of supporting the objectives of this Plan, including to support commercial activity.

The process for selling or disposing of property acquired for the purpose of supporting commercial activity will be determined by the Agency Board. Property acquired to support commercial activity may be offered to a developer for a reduced price or at no cost, as determined by the Agency Board.

D. Loans and Grants

The Agency may operate a low-interest loan and grant program to assist development and redevelopment of private property within the Plan Area. All dollars loaned must come from program revenue and not from tax increment funds. Property owners within the Plan Area proposing to improve their properties and receiving financial assistance from the Agency shall do so in accordance with all applicable provisions of this Plan and with all applicable codes, ordinances, policies, plans, and procedures of the City of Eugene.

E. Project Delivery and Administrative Activities

Many of the Agency's project delivery and administrative activities are provided through a contract between the City of Eugene and the Agency dated June 15, 2004.

1. The Agency may retain the services of independent professional people or organizations to provide project delivery administrative or technical services such as:
 - a. Project management;
 - b. Preparation of market, feasibility, or other economic studies;
 - c. Public engagement;
 - d. Preparation of design, architectural, engineering, landscaping architectural, planning, development, or other developmental studies;
 - e. Preparation of property acquisition appraisals;
 - f. Provision of special rehabilitation, restoration, or renovation feasibility and cost analysis studies;
 - g. Provision of legal, debt issuance, accounting or audit services;
 - h. Assistance with preparation of the annual financial report required under Section 800 of this Plan and the financial review required under Section 900 of this Plan; and
 - i. Support ongoing investments within the Plan Area (e.g. potential new businesses, existing businesses with expansion, dealing with safety issues).

2. The Agency may acquire, rent, or lease office space and office furniture, equipment, and facilities necessary for it to conduct its affairs in the management and implementation of this Plan.
3. The Agency may invest its reserve funds in interest-bearing accounts or securities authorized under ORS 294.
4. The Agency may borrow money, accept advances, loans, or grants from any legal source, issue urban renewal bonds and receive tax increment proceeds as provided for in Section 700 of this Plan.

F. Existing Activities

The Agency may complete urban renewal projects authorized prior to the 2023 Amendment (for example, 1059 Willamette Street, Farmers Market Project). The Park Blocks and Open Space improvements that were authorized in the 2016 Amendment are part of the activities identified in Section 600 C. The Agency may also continue to operate the Downtown Revitalization Loan Program. All dollars loaned must come from program revenue and not from tax increment funds.

Section 700 – Methods for Financing the Projects

The Agency may borrow money and accept advances, loans, grants, and other legal forms of financial assistance from the Federal government, State, City, County, or other public body, or from any source, public or private, for the purposes of undertaking and carrying out the Projects authorized by this Plan.

Ad valorem taxes, if any, levied by a taxing body upon the taxable real and personal property situated in the Plan Area, shall be divided in accord with and pursuant to Section 1c, Article IX of the Oregon Constitution and ORS 457, and used by the Agency for the Projects authorized by this Plan.

The Agency shall adopt and use a fiscal year ending June 30 accounting period. Every other year, the Agency shall develop a biennial budget in conformance with the provisions of ORS Chapter 294 and ORS 457, which shall describe sources of revenue, proposed expenditures, and activities.

The Agency Board must approve all projects, other than loans, in excess of \$250,000.

Section 800 – Annual Financial Statement Required

A financial statement shall be prepared that includes the information required by ORS Chapter 457. The statement shall be filed with the City Council and notice shall be published and mailed to the affected taxing districts in accordance with the requirements of ORS 457.

Section 900 – Community Member Participation

The activities and projects defined in this Plan, and the adoption of amendments to this Plan shall be undertaken with the participation of community members, owners, tenants as individuals, and organizations who reside within or who have financial interest within the Plan Area together with the participation of general residents of the City. The Agency shall convene not less than once each year a committee of such persons to: a) prepare a report on the activities of the Agency for the previous fiscal year, and b) determine whether the Agency's expenditure of tax increment dollars was limited to the projects authorized by this Plan and the associated administrative costs authorized by the Plan.

Section 1000 – Non-Discrimination

In the preparation, adoption, and implementation of this Plan no public official or private party shall take any action to cause any person, group, or organization to be discriminated against in a manner that violates Section 4.613 of the Eugene Code, 1971.

Section 1100 – Recording of this Plan

A copy of this Plan and Substantial Amendments to this Plan shall be recorded with the recording officer of Lane County.

Section 1200 – Procedures for Changes or Amendments

The Plan will be reviewed and analyzed periodically and may need to be modified based on this review. Types of Plan Amendments are:

A. Type One Amendment – Substantial Change Requiring Special Notice

Type One amendments shall require approval per ORS 457.095, and notice as provided in ORS 457.120. Type One plan changes will consist of:

1. Increases in the Plan Area boundary in excess of one percent (1%) of the existing area of the Plan.
2. Increases in the maximum indebtedness that can be issued or incurred under this Plan.

B. Type Two Amendment – Substantial Change Not Requiring Special Notice

Type Two amendments shall require approval per ORS 457.095, but will not require notice as provided in ORS 457.120. Type Two amendments will consist of any change or additions to the projects listed in Section 600.

C. Type Three Amendment – Minor Amendment

Minor amendments are any change that does not require a Type One or Type Two amendment and may be approved by the Agency Board in resolution form.

D. Amendment to the City’s Comprehensive Plan or Any of Its Implementing Ordinances

Amendments to Eugene’s adopted comprehensive plan and/or land use regulations that affect the Plan and/or the Plan Area shall be incorporated automatically into the Plan without any separate action required by the Agency Board or City Council. If a Type I or Type II amendment is prepared, the Exhibit C of this Plan will be updated at that time.

Section 1300 – Duration and Validity of Approved Plan

A. Duration of the Plan

Taxes may be divided under this Plan only until the maximum indebtedness for the Plan Area has been issued and paid or defeased, or the Agency has determined that it will not issue the full amount of that maximum indebtedness, and all indebtedness that will be issued has been issued and paid or defeased. When that indebtedness has been paid or defeased the Agency will notify the assessor pursuant to ORS 457.450(2) to cease dividing taxes for the Plan Area, and shall return any unused tax increment funds to Lane County for redistribution to overlapping taxing districts. However, the Downtown District and this Plan may remain in effect as long as legally required to exist and until the Agency transfers any remaining assets and liabilities of the Plan Area to the City of Eugene. As of the date of the 2023 Amendment, it is estimated that the last fiscal year for which taxes will be divided is FY43.

B. Validity

Should a court of competent jurisdiction find any word, clause, sentence, section, or part of this Plan to be invalid, the remaining words, clauses, sentences, section, or parts shall be unaffected by any such finding and shall remain in full force and effect for the duration of the Plan.

Section 1400 – Maximum Indebtedness

The sum of \$33 million was established in 1998 as the spending limit (maximum amount of new indebtedness which could be issued or incurred from tax increment funds) under this Plan after June 1, 1998. That figure was developed using the estimated project costs, plus a 5% annual inflation factor.

The 2010 Amendment increased the maximum indebtedness amount by \$13.6 million, to a total of \$46.6 million.

The 2016 Amendment increased the maximum indebtedness amount by \$19.4 million, to a total of \$66 million.

The 2020 Amendment did not increase the maximum indebtedness.

The 2023 Amendment increased the maximum indebtedness amount by \$50 million to a total of \$116 million. The maximum indebtedness limit established by this Section 1400 does not apply to or limit:

1. The obligation of the Agency to pay interest on indebtedness issued or incurred under this Plan;
2. Any indebtedness issued to refund indebtedness issued or incurred under this Plan, to the extent that the refunding indebtedness does not exceed the principal amount of the refunded indebtedness, plus the amount of the refunding indebtedness that is used to pay costs of the refunding;
3. Funds to repay indebtedness existing on the date of the 1998 Amendment; and
4. Expenditures made from funds other than tax increment funds, such as loans made from the Downtown Revitalization Loan Program.

Legislation passed in 2009 (ORS 457.220) placed additional limits on how much a municipality can increase maximum indebtedness. That same legislation, however, also provides that those limitations *“do not apply to the extent the municipality approving a plan obtains the written concurrence of taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the urban renewal area.”*

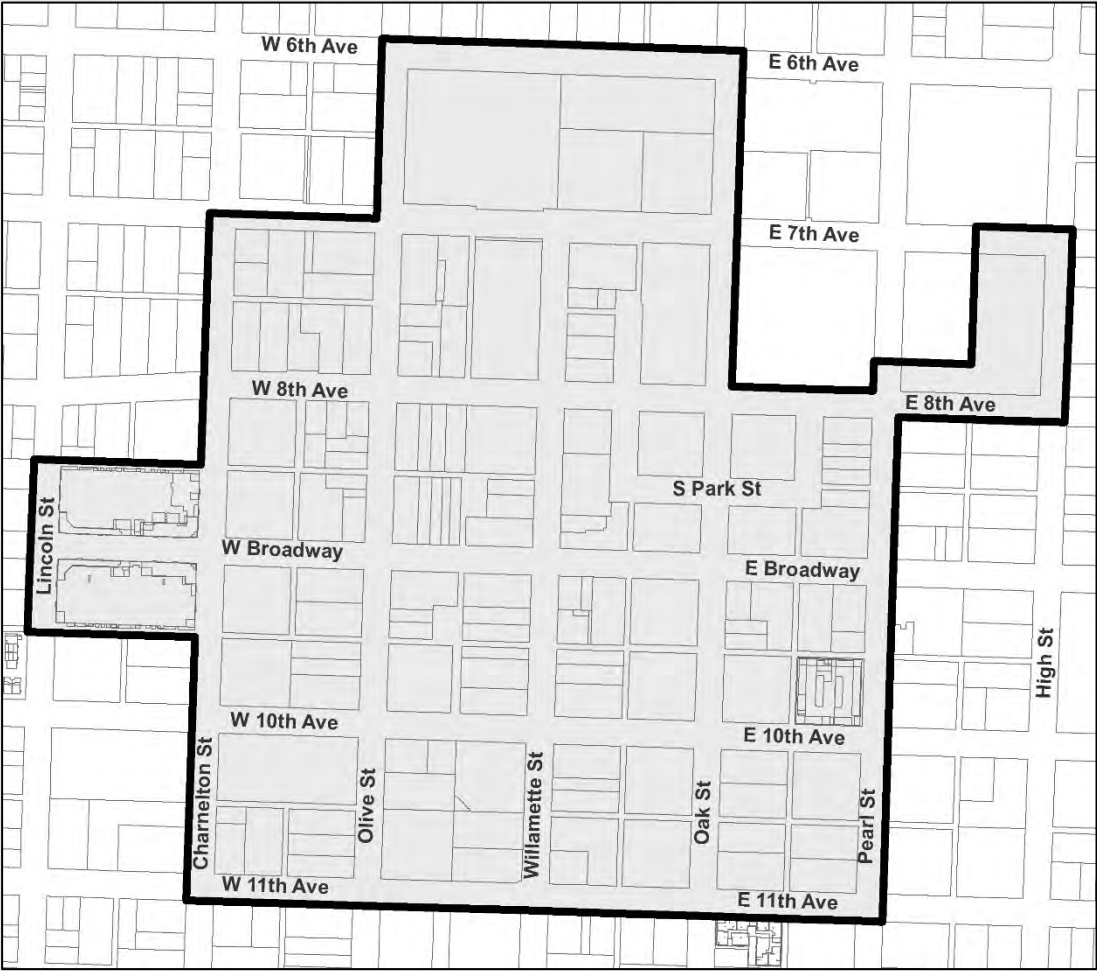
[Placeholder for overlapping taxing districts information]

Section 1500 – Formal Matters

At this time, no property is anticipated to be purchased that would result in relocation. If property is identified for purchase that would involve relocation, the Agency would develop provisions for relocation.

If the Agency acquires occupied real property in the implementation of the Plan, occupants of such property shall be offered relocation assistance, in such circumstances as may be required under the applicable state law. Those displaced will be contacted to determine their individual relocation needs. They will be provided information on available space and will be given assistance in moving. All relocation activities will be undertaken and payments made in accordance with the requirements of ORS 35.500-35.530 and any other applicable laws or regulations. Relocation payments will be made as provided in ORS 35.510. The Agency will prepare, adopt, and maintain a Relocation Policy prior to acquiring any property that will cause displacement.

Plan Exhibit A: Plan Area Map



Plan Exhibit B: Plan Area Description

Beginning at the southwest corner of the intersection of 11th Avenue and Charnelton Street in the City of Eugene, Lane County, Oregon, commencing northerly along the west right-of-way line of Charnelton Street to the point of intersection of the south right-of-way line of the alley between 10th Avenue and Broadway;

- (1) thence, westerly along the south right-of-way line of said alley to the west line of Lincoln Street;
- (2) thence, northerly along the west right-of-way line of Lincoln Street to the point of intersection of the north right-of-way line of the alley between Broadway and 8th Avenue if extended;
- (3) thence, easterly along the north right-of-way line of said alley to the west right-of-way line Charnelton Street;
- (4) thence, northerly along the west right-of-way line of Charnelton Street to the northwest corner of the intersection of 7th Avenue and Charnelton Street;
- (5) thence, easterly along the north right-of-way line of 7th Avenue to the northwest corner of the intersection of 7th Avenue and Olive Street;
- (6) thence, northerly along the west right-of-way line of Olive Street to the northwest corner of the intersection of 6th Avenue and Olive Street;
- (7) thence, easterly along the north right-of-way line of 6th Avenue to the northeast corner of the intersection of 6th Avenue and Oak Street;
- (8) thence, southerly along the east right-of-way line of Oak Street to the northeast corner of Oak Street and South Park Avenue;
- (9) thence, easterly along the north right-of-way line of South Park Avenue extended to the east right-of-way line of Pearl Street;
- (10) thence, southerly along the east line of Pearl Street to the southeast corner of the intersection of Pearl Street and West 11th Avenue; and
- (11) thence westerly along the south right-of-way line of West 11th Avenue to the point of beginning.

Portion of the Former City Hall Block description

A tract of land located in the Northeast one-quarter of Section 31 in Township 17 South, Range 3 West of the Willamette Meridian being more particularly described as follows; Beginning at the Southwest corner of Block 18 as platted and recorded in Skinner's Donation to Eugene per Judgement Docket "A" page 2, Lane County Oregon Plat Records in Lane County, Oregon; thence Southerly along the westerly line of Block 23 of said Skinner's Donation to Eugene to the Northwest corner of Block A of Mulligan Addition to Eugene as platted and recorded in Volume A, Page 122, Lane County Oregon Plat Records in Lane County, Oregon; thence Westerly along the Northerly line of Block 1 of said Mulligan Addition to Eugene to the Northwest corner of said Block 1 of said Mulligan Addition to Eugene; thence northerly to the Southwest corner of said Block 24; thence West to the Southeast corner of Block 7 Skinner Donation to Eugene as platted and recorded in Volume A, Page 122, Lane County Oregon Plat Records in Lane County, Oregon; thence northerly

along the East line of said Block 7, 71.47 feet; thence running 71.47 feet distant and parallel to the south line of said Block 24 to the centerline of the now vacated alley within said Block 24; thence Northerly along said alley centerline to the South line of Block 17 in said Skinner's Donation to Eugene; thence along the South line of said Block 17 to the Southwest corner of Said Block 18 and there ending, all in Eugene, Lane County, Oregon.

East Park Block Area description

A tract of land located in the Northeast one-quarter of Section 31 in Township 17 South, Range 3 West of the Willamette Meridian being more particularly described as follows; Beginning at the Southwest corner of Block 24 as platted and recorded in Skinner's Donation to Eugene per Judgement Docket "A" page 2, Lane County Oregon Plat Records in Lane County; thence Southerly along the west line of Block 1 of Mulligan Addition to Eugene as platted and recorded in Volume A, Page 122, Lane County Oregon Plat Records in Lane County, Oregon to the Southwest corner of Lot 3, Block 1 of said Mulligan Addition; thence Westerly along the projected south line of Lot 6, Block 12 of said Mulligan Addition and along the north right-of-way line of South Park Street to the intersection with the east right-of-way line of Oak Street; thence northerly along said east right-of-way line of said Oak Street to the northerly right-of-way line of East 8th Avenue; thence Easterly along said northerly right-of-way line of said East 8th Avenue to the point of beginning being the Southwest corner of said Block 24 of Skinner's Donation to Eugene and there ending, all in Eugene, Lane County, Oregon.

Plan Exhibit C: Analysis Of The Plan's Conformance To The Comprehensive Plan And Other Local Plans

ORS 457.095 requires that the Plan conform to local objectives including the comprehensive plan and economic development plan of a locality. This section provides that analysis. Additionally, ORS 457.085(2)(d) requires that the plan include an explanation of the plan's relationship to definite local objectives regarding appropriate land uses and improved traffic, public transportation, public utilities, telecommunications utilities, recreational and community facilities and other public improvements. This section complies with that statutory requirement to identify definite local objectives regarding land use, transportation, etc., by reference to local planning documents. Relevant local planning and development objectives are contained within the following local planning documents:

- Eugene Springfield Metropolitan Area General Plan (Metro Plan)
- Envision Eugene Comprehensive Plan (Envision Eugene)
- Eugene 2035 Transportation Systems Plan
- Housing Implementation Pipeline
- Eugene Climate Action Plan 2.0
- Eugene Downtown Plan

The following section describes the purpose and intent of these planning documents, applicable goals and policies within each planning document, and an explanation of how the Urban Renewal Plan for the Downtown Urban Renewal District (Plan) relates to the applicable goals and policies. .

The numbering of the goals and policies within this section reflects the numbering that occurs in the original planning document. Italicized text is text that has been taken directly from an original planning document and therefore cannot be changed. Some verbiage may say "complies with", which, in this document is synonymous with "conforms to" as stated in ORS 457.095.

A. Metro Plan - Eugene Springfield Metropolitan Area General Plan updated through June 30, 2019

Metropolitan Residential Land Use and Housing Element Goal: Provide viable residential communities so all residents can choose sound, affordable housing that meets individual needs.

FINDING: The 2023 Amendment to the Urban Renewal Plan for the Downtown Urban Renewal District (2023 Amendment) provides tax increment resources to help create additional housing opportunities and affordable housing opportunities for Eugene residents. The resources may be used for acquisition, assisting with developer costs, and providing incentives to make a project economically feasible. The Plan conforms to the Housing Element Goals of the Metro Plan.

Economic Element

Goal: Broaden, improve, and diversify the metropolitan economy while maintaining or enhancing the environment.

Policies:

- *B.14 Continue efforts to keep the Eugene and Springfield central business districts as vital centers of the metropolitan area.*
- *B.28 Recognize the vital role of neighborhood commercial facilities in providing services and goods to a particular neighborhood.*
- *B.29 Encourage the expansion or redevelopment of existing neighborhood commercial facilities as surrounding residential densities increase or as the characteristics of the support population change.*

FINDING: The 2023 Amendment provides tax increment resources to help create additional housing opportunities and affordable housing opportunities for Eugene residents. Workers in the downtown area need affordable housing options and having increased residents in the downtown will supply increased economic activity to the area. The downtown is a neighborhood, and providing a mix of residential and commercial activities will support the vitality of this mixed use area. The Plan conforms to the Goal and Policies B.14, B28, and B29 of the Metro Plan.

Transportation Element

Goals:

1. *Provide an integrated transportation and land use system that supports choices in modes of travel and development patterns that will reduce reliance on the automobile and enhance livability, economic opportunity, and the quality of life.*
2. *Enhance the Eugene-Springfield metropolitan area's quality of life and economic opportunity by providing a transportation system that is:*
 - *Balanced,*
 - *Accessible,*
 - *Efficient,*
 - *Safe,*
 - *Interconnected,*
 - *Environmentally responsible,*
 - *Supportive of responsible and sustainable development,*
 - *Responsive to community needs and neighborhood impacts, and*
 - *Economically viable and financially stable.*

Policies:

- *F.3 Provide for transit-supportive land use patterns and development, including higher intensity, transit-oriented development along major transit corridors and near transit stations; medium- and high-density residential development within ¼ mile of transit stations, major transit corridors, employment centers, and downtown areas; and development and redevelopment in designated areas that are or could be well served by existing or planned transit.*

- *F.4 Require improvements that encourage transit, bicycles, and pedestrians in new commercial, public, mixed use, and multi-unit residential development.*
- *F.11 Develop or promote intermodal linkages for connectivity and ease of transfer among all transportation modes.*
- *F.13 Support transportation strategies that enhance neighborhood livability.*
- *F.14 Address the mobility and safety needs of motorists, transit users, bicyclists, pedestrians, and the needs of emergency vehicles when planning and constructing roadway system improvements.*
- *F.22 Construct and improve the region's bikeway system and provide bicycle system support facilities for both new development and redevelopment/expansion.*
- *F.23 Require bikeways along new and reconstructed arterial and major collector streets.*
- *F.24 Require bikeways to connect new development with nearby neighborhood activity centers and major destinations.*
- *F.26 Provide for a pedestrian environment that is well integrated with adjacent land uses and is designed to enhance the safety, comfort, and convenience of walking.*
- *F.27 Provide for a continuous pedestrian network with reasonably direct travel routes between destination points.*
- *F.37 Consider and include among short-term project priorities, those facilities and improvements that support mixed-use, pedestrian-friendly nodal development, and increased use of alternative modes.*

FINDING: The 2023 Amendment provides tax increment resources to provide for improved multi-modal transportation systems including street, curb, alley and sidewalk improvements, streetscape improvements and pedestrian, bike and transit improvements. The Plan conforms to the Goals and listed policies of the Transportation Element of the Metro Plan.

Public Facilities and Services Element

Goals:

1. *Provide and maintain public facilities and services in an efficient and environmentally responsible manner.*
2. *Provide public facilities and services in a manner that encourages orderly and sequential growth.*

FINDING: The 2023 Amendment provides tax increment resources to help create additional housing opportunities and affordable housing opportunities for Eugene residents. This area in Eugene already has existing services and increasing the density of the area makes efficient use of existing resources. The Plan conforms to the Public Facilities and Services Element Goals of the Metro Plan.

Parks and Recreation Facilities Element

Goal:

Provide a variety of parks and recreation facilities to serve the diverse needs of the community's citizens.

Objectives:

- 4. Develop park sites and recreation facilities in the manner best suited to serve the diverse interests of local residents and in areas of greatest need.*
- 5. Close the gap between the current supply of park and recreation facilities and the projected demand.*

FINDING: The 2023 Amendment provides tax increment resources to improve the public spaces within the area acknowledging that increasing the residents in the area will increase demand for park facilities. The Plan conforms to the Goal and Objectives 4 and 5 of the Parks and Recreation Facilities Element of the Metro Plan.

B. Envision Eugene Comprehensive Plan

June 2017

Chapter 3 Economic Development

Downtown, Key Corridors, and Core Commercial Areas – Policies in this section support geographic areas of particular economic intensity.

- 3.32 Priority development areas. Promote redevelopment and reuse in prioritized areas including downtown, key corridors, and core commercial areas.*
- 3.33 Urban economy. Promote downtown as a hub of creative, entrepreneurial activity that can attract new investment and retain and grow existing businesses that thrive in the urban environment.*
- 3.34 Multifaceted, regional center. Strengthen downtown's role as a destination and the functional center for government, business and commerce, entertainment and the arts, and education in Eugene and the Southern Willamette Valley.*
- 3.35 Neighborhood vitality. Recognize the vital role of commercial facilities that provide services and goods in complete, walkable neighborhoods throughout the community. Encourage the preservation and creation of affordable neighborhood commercial space to support a broad range of small business owners across all neighborhoods.*

FINDING: The 2023 Amendment provides tax increment resources to help create additional housing opportunities and affordable housing opportunities for Eugene residents. Workers in the downtown area need affordable housing options and having increased residents in the downtown will supply increased economic activity to the area. The downtown is a neighborhood, and providing a mix of residential and commercial activities will support the vitality of this mixed use area. The Plan conforms to the Economic Development Element of the Envision Eugene Comprehensive Plan.

Chapter 9 Transportation

Policy 9.1 Local transportation planning. The Eugene 2035 Transportation System Plan, not including the transportation financing program, serves as the transportation element of the Envision Eugene Comprehensive Plan and amendments to that plan shall constitute amendments to this plan.

FINDING: The findings of conformity with the Eugene 2035 Transportation System Plan, laid out in more detail below, support a finding of conformity with the Transportation Chapter of the Envision Eugene Comprehensive Plan.

C. Eugene 2035 Transportation System Plan

The following are projects specified in the Eugene Transportation System Plan in the Plan Area.

- *Improved connections from Downtown to other corridors*
- *Neighborhood greenway*
 - *PB111 – Broadway, Charnelton to High*
 - *PB486 – Willamette, 7th to 13th*
- *Protected bike lane*
 - *PB571 – Lincoln, 5th to 13th*
 - *PB583 – 8th, Lincoln to Broadway*
- *Bike lane, on-street*
 - *PB226 – 13th, Washington to Lincoln*
 - *PB574 – 6th to 4th Ave*
- *Future study projects*
 - *S3 – Improvements to North-South Travel/Circulation South of Downtown – Evaluate north/south circulation options on the Oak/Pearl Streets and Hilyard/Patterson Streets couplets*
- *Intro:*
 - *Identified potential action items include aligning the City's land use and parking regulating to encourage walking, biking, and use of public transit and periodically reviewing parking needs in the downtown, Federal Courthouse, and riverfront districts and balance supply with other objectives, such as economic vitality; support for transit, walking, and biking; reduced consumption of fossil fuels; and human-scaled urban form.*
- *P. 17 – promote transportation demand management programs along Key Corridors, including downtown*
- *P. 39 Support higher-speed and higher frequency passenger rail service and use of the historic Eugene Depot in downtown Eugene as a passenger rail station.*

FINDING: The 2023 Amendment provides tax increment resources to provide for improved multi-modal transportation systems including street, curb, alley and sidewalk improvements, streetscape improvements and pedestrian, bike and transit improvements. The Plan conforms to the Eugene 2035 Transportation Systems Plan.

D. Housing Implementation Pipeline

July 1, 2022 – June 30, 2027

The Housing Implementation Pipeline (HIP) is an internal, cross-departmental, five-year work plan for the City. This work plan coordinates current and future City resources, goals, and priorities with a systems-thinking approach to housing across the full continuum from people experiencing homelessness to overall housing supply. A target goal in the HIP is to increase the amount of housing downtown by 50% from 2021; an increase of over 1,000 units.

The HIP work plan period begins July 1, 2022 and concludes June 30, 2027. The HIP will be reviewed and updated on a two year schedule to occur in year 3 (2025) and year 5 (2027)

Downtown Housing Strategies

Encouraging compact development in the downtown core is one critical way to provide housing for our growing community. Increasing the number of housing units in the downtown core achieves other policy goals related to climate recovery and resiliency, compact development transportation efficiency, downtown vibrancy and fiscal sustainability.

Despite community benefits from a strong residential presence downtown, new residential construction faces a number of competitive disadvantages, particularly financial challenges, compared with development in other parts of the city.

Prior support for downtown housing has come in multiple forms, especially 1) Affordable Housing investments such as HOME funds and tax exemptions from Low-Income Rental Housing Property Tax Exemption (LIRHPTE), 2) tax exemption under the Multi Unit Property Tax Exemption (MUPTE) program, 3) Urban Renewal, and 4) regulatory incentives, such as the removal of parking minimums in the downtown area. These tools have led to the creation of the majority of the housing units in downtown today, including Broadway Place, First on Broadway, Aurora Building, and West Town on 8th.

The City could look to continue this type of support by exploring tax exemption opportunities (see page 28) as well as the possibility of extending the life of the Downtown and Riverfront Urban Renewal Districts for the purposes of supporting more housing downtown. Support for downtown housing will allow the City to meet its goal of adding at least 1,000 new units downtown.

Middle Housing Incentives

Throughout the public engagement process for Middle Housing Code Amendments (HB 2001), community members and the Planning Commission emphasized the need for incentivizing smaller and more affordable housing options. To increase desired middle housing, the City will explore a suite of incentives such as fee reductions, tax exemptions, preapproved plans, first-time home buyer assistance, and land use code changes (e.g., density bonuses). Potential incentives would complement other items in the HIP and some incentive programs could be expanded to include middle housing in certain places or city wide if specific targets are met including efficiency targets like small square footage, or income restriction targets. It is anticipated that a comprehensive approach that pairs financial incentives with regulatory changes will have the greatest impact. This policy exploration could occur starting in FY25, if the additional resources are secured.

Anti-Displacement Action Plan

If additional resources are made available, City staff will look to coordinate policies and actions to promote equitable development and reduce the harmful impacts of involuntary displacement as Eugene continues to grow. The action plan will guide many of our existing and proposed policies or programs.

Academic and professional publications on anti-displacement identify production, preservation and protection as key policy areas to combating the negative effects of displacement. In developing the plan, the City will look to other cities and models that have proven effective at preventing the effects of involuntary displacement.

As shown in Appendix A, the plan could be created beginning in early 2023, if additional resources are made available for this work. An Anti-Displacement Action Plan will be co-created with community members, building off the work of the Equity Panel and with a particular focus on engaging with communities that are most impacted by displacement. It could include direction on tenant/renter protection regulations, Affordable Housing preservation and development, rental assistance, homeownership assistance, community land trust support, inclusionary zoning requirements, and a housing-specific equity lens toolkit.

FINDING: The 2023 Amendment provides tax increment resources to help create additional housing opportunities in the downtown for Eugene residents. The Housing Implementation Pipeline includes the use of urban renewal as a potential resource for creating additional housing. The Housing Implementation Pipeline also includes exploration of incentives of middle housing production, which can occur with urban renewal. The Plan supports the Housing Implementation Pipeline.

E. Climate Action Plan 2.0

July 2020

The Climate Action Plan 2.0 identifies actions that will help Eugene reach its climate goals. The Plan includes multiple strategies that support the development of downtown and increase compact housing in the downtown. Housing policy is a cornerstone of any City's climate policy. Housing stock characteristics like size, affordability, and location relative to transit, jobs, and other amenities all impact residents' environmental impact. Size has multiple impacts including the emissions from creating the building materials and the emissions from energy used to heat and cool the home. Smaller homes tend to have a smaller carbon footprint during construction and use. In addition, housing units built close to transit, jobs, and other amenities allow residents to access the community using fewer vehicle trips.

Action T11 *COE to make compact urban development easier in the downtown, on key transit corridors, and in core commercial areas. This includes removing regulatory barriers, flexible uses within industrial and commercial, reduce financial obstacles, restructure SDCs for smaller additional incentives, flexible land use codes, and ensure transportation system can support planned densities. This action is part of the Promote Compact Urban Development and Efficient Transportation Options Pillar of Envision Eugene.*

Action T13 COE to plan for growth so that an increasing proportion of residents live in 20-Minute Neighborhoods where residents can meet most of their daily needs near their homes without the use of an automobile. This includes identifying location opportunities for flexible codes, transportation infrastructure improvements, parks and open space, partnerships and incentives. This action is part of the Plan for Climate Change and Energy Resiliency Pillar of Envision

Action T14 COE to incentivize transit-oriented development and walkable neighborhoods using tools such as the Multi-Unit Property Tax Exemption (MUPTE), a state-enabled 10-year property tax exemption, to stimulate the construction of multiunit housing downtown and along key corridors. MUPTE is currently authorized to be used in downtown Eugene. Programs to facilitate more housing downtown, including MUPTE, are an Envision Eugene strategy anticipated to achieve an additional 1,000 dwellings by 2032.

Action T15 COE to encourage housing diversity in all neighborhoods. Support the construction of duplexes, triplexes, quadplexes, townhomes, and cottage clusters throughout the community. Directly implement House Bill (HB) 2001, the state law that enables missing middle housing options on lots zoned for residential uses by June 2022. (HTS Process, Envision Eugene, SB 1051, HB 2001)

Recommendation E1

Implement City land use policies that encourage higher density land use. Higher density housing results in more walkable, rideable, or roll-able communities.

FINDING: The 2023 Amendment provides tax increment resources to help create additional housing opportunities and affordable housing opportunities for Eugene residents. Providing for increased housing density in the downtown helps compact urban development and plans for growth for increasing the proportion of the residents who live in 20 Minute Neighborhoods, and encourages housing diversity by providing increased housing opportunities. The Plan conforms to the Climate Action Plan 2.0.

F. Eugene Downtown Plan

April 12, 2004

Building a Downtown

Policies

1. *Actively pursue public/private development opportunities to achieve the vision for an active, vital, growing downtown.*
2. *Use downtown development tools and incentives to encourage development that provides character and density downtown.*

Implementation Strategies

- C. *Expand the use of revenues in the Downtown Urban Renewal District in order to provide financial tools and incentives for desired development within the district.*
- G. *Identify and facilitate infrastructure improvements as a public incentive for private development.*

Living Downtown

Policies

- 1. Stimulate multi-unit housing in the downtown core and on the edges of downtown for a variety of income levels and ownership opportunities.*
- 2. Reinforce residential use in neighborhoods abutting the downtown commercial core to help contain commercial activity in downtown and maintain the historic character and livability of adjacent neighborhoods.*

Implementation Strategies

- C. Develop additional financial tools to assist with the development of housing, including the use of bonds, tax increment financing, land assembly and parking.*
- E. Reinforce opportunities for home ownership downtown.*
- F. Seek opportunities to equalize the costs of building housing in and near downtown compared with locations elsewhere in the city.*

FINDING: The 2023 Amendment provides tax increment resources to help create additional housing opportunities and affordable housing opportunities for Eugene residents. Major policies in the Downtown Plan call for an active, vital downtown, encouraging development downtown, stimulating downtown multi-unit housing, developing additional financial tools and seeking the opportunity to equalize the costs of building housing in and near downtown. All of these policies are supported by the 2023 Amendment. The Plan conforms to the Eugene Downtown Plan.



**ITEM FOR INFORMATION
 (Adjusted ITEM FOR ACTION AT A FUTURE MEETING)**

Date of Meeting

Wednesday, May 3, 2023

Title

Initiate Process for an Elementary Math Curriculum Adoption

Presenter

Adrienne Pierce, Curriculum Administrator

Background

In 2021, Oregon Department of Education adopted updated K-12 Mathematics standards. This adoption of new standards triggers Oregon statutes that require districts to engage in a curriculum adoption process for new materials. We are required to start this process before the 2025 school year. While similar in scope to Common Core State Standards (CCSS), there are key areas that have been refined and added after multiple years of CCSS standards implementation in Oregon.

Our current mathematics curriculum suite (LearnZillion, Dreambox, Number Talks, and Investigations Games) was adopted in 2016 as a short-term solution to the alignment of CCSS. During this adoption process the Adoption Team was limited to Open Educational Resources due to a shortage of funds from the district. OERs are learning, teaching and resource materials that reside solely online, often with limited additional teaching guidance.

The curriculum suite is not adequately meeting the needs of all students, especially those who have been historically underserved. Therefore, a curriculum adoption focusing on high-quality guaranteed and viable instructional materials across our K-5 schools is needed to align with our district values of prioritizing equitable access and advancement for all students.

Outline of Process

[Elementary Math Curriculum Adoption Proposal](#)

Phase	Month	Description of Task
	May 2023	a. The Board will approve the initiation of the process and articulate the desired outcome. The superintendent will name a process facilitator.



<p>LAUNCH</p> <p>The Board launches the adoption process. A team is formed that receives training, elicits input and establishes a vision with aligned criteria.</p>		<p>Instruction staff recommends a launch for a K-5 Mathematics Curriculum adoption, with a process facilitator named by Superintendent Dey.</p> <p><i>Documentation of Process:</i> Presentation for Board Meeting - Math Adoption K-5 Launch Spring 2023</p>
	<p>May - August 2023</p>	<p>b. The process facilitator will direct the adoption process and will form an adoption team. Professional development will be provided for the adoption team in standards, best practices based on current research and the equity decision tool.</p> <p>The Curriculum Director, Elementary Curriculum Administrator, and Elementary Math Specialist (TOSA) will lead the adoption team consisting of the following staff members.</p> <ul style="list-style-type: none"> ● 1-2 math teachers per school, including Fox Hollow and EOA ● SpEd, Title, ELD, and TAG representatives (5) ● Assistive Technology Specialist (1) ● Instructional Technology/Technology representative (1) ● Equity Director or Regional Equity Manager (1) ● Building Administrator representation (2-3) <p>The total team size will likely consist of 50 building based staff members.</p> <p><i>Documentation of Process:</i></p>
	<p>August - December 2023</p>	<p>b. The process facilitator will direct the adoption process and will form an adoption team. Professional development will be provided for the adoption team in standards, best practices based on current research and the equity decision tool.</p> <p><i>Documentation of Process:</i></p>
	<p>January 2024</p>	<p>c. The adoption team will solicit input from applicable staff and then produce a common vision with aligned criteria,</p>



		<p>evaluation rubric and a timeline for curriculum adoption. All products will be made available for public comment.</p> <p><i>Documentation of Process:</i></p>
	February 2024	<p>c. The adoption team will solicit input from applicable staff and then produce a common vision with aligned criteria, evaluation rubric and a timeline for curriculum adoption. All products will be made available for public comment.</p> <p><i>Documentation of Process:</i></p> <p>d. The adoption team will report progress to the instructional leadership team and receive feedback.</p> <p><i>Documentation of Process:</i> The adoption team plans to report progress during the scheduled ILT meetings on _____</p>
<p>PILOT</p> <p>The materials are piloted and examined using established criteria and data collected.</p>	Spring 2024	<p>a. The adoption team will review available curricula and develop a list of materials to consider. Selected materials will be evaluated using the evaluation rubric including the district's equity tool.</p> <p><i>Documentation of Process:</i></p>
	<p>Pilot #1 September - October 2024</p> <p>Pilot #2 January - February 2025</p>	<p>b. Pilot teachers will receive professional development prior to piloting. The pilot team will evaluate units from the recommended curricula. All members of the pilot team will pilot more than one curriculum. The adoption team may observe pilot classrooms.</p> <p><i>Documentation of Process:</i></p>
	December - March 2025	<p>c. The adoption team will collect data from the pilot team and will inform and receive input from parents, teachers, and administrators.</p> <p><i>Documentation of Process:</i></p>
	April	<p>a. Using all data gathered, the adoption team ranks</p>



EVALUATE and REPORT The data is evaluated, materials are ranked and a report is submitted to the instructional advisory council.	2025	curricula, applying the equity decision tool and will report its findings to the instructional advisory council. <i>Documentation of Process:</i>
	April 2025	b. The instructional advisory council will review the findings and ensure the adoption process has been followed, The instructional advisory council will provide feedback to the instructional leadership team. <i>Documentation of Process:</i> c. The instructional leadership team will review the rankings and instructional advisory council feedback and make a recommendation to the superintendent. <i>Documentation of Process:</i>
ADOPT The superintendent makes an adoption recommendation to the Board.	April 2025	a. The superintendent will make a formal recommendation to the Board to adopt a curriculum. b. The decision of the Board is final. The adoption team requests that the superintendent present to the Board during one of the April meetings. This will allow for materials to be purchased and shipped in order to teachers to begin planning with the materials over the summer.
IMPLEMENT Schools will implement the materials with professional development and evaluation opportunities.	May - June 2025	a. Once the Board makes a decision, the adoption team will develop an implementation plan including professional development for affected teachers and evaluation of materials. <i>Documentation of Process:</i>
	September - June 2025-2026	b. Schools will begin using the new curriculum according to the implementation plan. <i>Documentation of Process:</i>
	Winter 2026	c. After a designated implementation period, the instructional leadership team will assess strengths and areas for improvement, including equity impact, to inform any needed supplementation to the current adoption as well as future adoption cycles. This process will include input from affected teachers, parents and administrators.



Documentation of Process:

Objective: To adopt a complete K-5 mathematics curriculum, for implementation during the 2025-2026 school year. These curricular materials will be aligned to ODE standards, both math content standards and standards for mathematical practice, as well as mathematics education research.

The work of the adoption team will be framed and guided by the following essential questions:

- What is our vision for mathematics instruction as a district?
- What are the instructional routines and practices that we value as a district? How can the curriculum support those practices?
- How can we ensure that adopted materials meet the needs of ALL students, especially those who have been historically underserved, and other stakeholders?

Team:

Process Facilitator: Director of Curriculum, Eric Anderson

Lead Administrators: Curriculum Administrator, Adrienne Pierce

Teacher Lead (Math): K-5 Math Specialist Teacher on Special Assignment, Jamie Tait

External Team Advisors: K-12 Math Specialist from Lane ESD, Krista Hocker

Adoption & Pilot Team: The team will be composed of 1-2 math teachers per school, including Fox Hollow, EOA, etc. It's essential that our team has an even distribution between regions and grade levels. In addition to classroom teachers, SPED, Title, ELD, Equity Managers, Assistive Technology and Instructional Technology representatives will also be asked to participate. The team will also include building principal representatives. The anticipated team size is no larger than 50 building-based staff members.

Which students, and how many, are served by this project?

The Elementary Mathematics Curriculum adoption will impact all of our elementary schools, a total of 19 schools. Each and everyone of our K-5 students will have the opportunity to be served with a new math curriculum.

Options and Alternatives

Oregon statutes require that we engage in a curriculum adoption process by fall of 2025. If we delay the start of the adoption until then 4J will once again be out of compliance with Division 22 standards. The State of Oregon has given school districts the option to delay an adoption until the year 2025. A short-term alternative to curriculum adoption next year includes continuing to use our current materials, which requires annual purchases.

Budget/Resource Implications



Instruction Department resources have been allocated to fund the time needed for an adoption and pilot team to follow the curriculum adoption process, however only for the remainder of the 2022-2023 school year and 2023-2024 school year. There are an estimated \$2,000,000 in bond funds that have been earmarked for a full K-12 math curriculum adoption.

Board and Superintendent Goals
(connecting to 3 Big Rocks)

Focus on equitable outcomes for all:

Goal 1: A coordinated focus on equitable access and advancement for all, with an amplified focus on the desires of those who have been historically underserved

Objective 1: Support student mathematics learning with rigorous, relevant, consistent curriculum and clear expectations for teaching and learning across the district.

Objective 2: Promote district-wide the value and effectiveness of [Multi-Tiered System of Supports](#) (MTSS), through a guaranteed and viable curricula that includes UDL strategies and supports.

Objective 3: Provide opportunities for equitable mathematics instruction at all elementary schools.

Recommendation

The Superintendent recommends the School Board initiate the process for an Elementary Math adoption.



ITEM FOR INFORMATION

Date of Meeting

May 3, 2023

Title

Receive an Update on Public Meetings Law and Record Retention

Presenter

Andy Dey, Superintendent

Background

At the May 3 board meeting legal counsel will review a number of board development topics including the following:

- Public Meetings: Regular Board Meetings, Executive Sessions, Work Sessions
- Record Retention

This presentation will support a shared understanding among 4J School Board members of public meetings law and how it works in practice. The board will learn about what this law means for regular meetings; executive sessions of the board, as well as how it can apply in committees, informal gatherings, and electronic communications.

These presentations, and others, are important building blocks that enable the Board to function effectively and efficiently.


MEMORANDUM

TO: Attorney DeFreest
 Dr. Rob Hess, Chief of Staff for 4J School District
FROM: Kourtney N. Brown
DATE: April 7, 2023, as revised April 10, 2023
RE: *Preparation for April Work Session; Scheduled April 19, 2023.*

Public meetings law. Is it ok for a Board member to “reply all” or to email the Board as a whole with comments about a policy or procedural issue?

4J’s School Board is a public entity; as such, the board and its members are subject to Public Meeting Law, predominantly found in ORS chapter 192. The key statute provides the following:

A quorum of a governing body may not meet in private for the purpose of deciding on or deliberating towards a decision on any matter except in ORS 192.610 to ORS 192.690. ORS 192.630(2).

This means that members of a governing body cannot meet outside of a formal “meeting” in order to deliberate or make a decision. *See Tri-County Metropolitan Transp. Dist. Of Oregon v. Amalgamated Transit Union Local 575*, 276 Or App 573 (2016). “Meeting” is defined as “. . . the convening of a governing body of a public body for which a quorum is required in order to make a decision or to deliberate on any matter.” ORS 192.610(5). A decision is defined in ORS 192.610(1) as:

Any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of the governing body is required, at any meeting at which a quorum is present.

The accepted legal definition of “deliberation,” is “the act of weighing and examining the reasons for and against a contemplated act or course of conduct or a choice of acts or means.” Blacks Law Dictionary. It is the purpose and subject matter of the gathering that trigger the public meetings law.

In essence, if a quorum is required to make a decision on a matter, then the decision-making and deliberation must be public, and cannot occur via email correspondence that includes a quorum of members. An email containing comments about a policy or procedural issue would fall under this definition. If a quorum is required, a board member must not “reply all” or email the board without following the requirements for holding a public meeting. A quorum of members engaging in

substantive and deliberative non-public communications would violate Public Meetings Law, which the Board is bound by. A board member should avoid electronic communications with other board members outside of a public meeting if it involves a topic which will or could reasonably be expected to arise on the agenda for deliberation and action. Board members are prudent to avoid using email or texting to communicate about a potential pending decision because of concern for unintended redistribution by forwarding or “reply all,” which could trigger Public Meeting Law even over an extended period of time.

Board members’ response to very broad public records request.

A. In response to a request that asks for all communications between Board members over 2-year period,

a. 1) what kinds of emails/messages would be considered ‘public record’ and what would be personal/ private/ not public record; and

b. 2) if a Board member has to look through a very large number of emails, can they charge for their time? If they hire someone to help them do it, can they charge for that person’s time?

1)

In the context of a public records request, a “public record” is defined as a “writing that contains information relating to the conduct of the public business.” ORS 192.311(5)(a). This does not include information unrelated to the conduct of the public’s business and contained on a privately owned computer. A “writing” includes handwriting, typewriting, printing, photographing, and every means of recording (including electronic recordings—again, in the context of a record request). ORS 192.311(7).

Thus, the analysis is two-fold when determining which communication is a “public record.” First, does the record satisfy the definition of a “writing”? Second, does the information relate to the conduct of the public business?

The analysis is more nuanced when the writings that relate to the public business are retained on a private computer. Because only a share of records in the possession of a public official on a private device are public records, the analysis may depend on whether the public official is acting as an agent of the public body while creating the public record. The federal Freedom of Information Act provides factors to consider in distinguishing between “agency records” and “personal records.” Additional factors include the following: (1) the ability of the agency to use and dispose of the record as it sees fit; (2) the extent to which agency personnel have read or relied upon the record; and (3) the degree to which the record was integrated into the agency’s recordkeeping system or files. *Tax Analyst v. Dep’t of Justice*, 269 U.S. App. D.C. 315, 845 F2d 1060, 1069 (D.C. Cir. 1988) (citation omitted), *aff’d on other grounds*, 492 U.S. 136, 106 L. Ed. 2d 112, 109 S. Ct. 2841 (1989).

Further, when a record that is stored on a personal computer constitutes a “public record,” the record or portions of it may fall under the “personal privacy” exemption. ORS 192.502(2). To qualify under this exemption, it must be shown that the record is of a “personal nature,” disclosure would be “an unreasonable invasion of privacy,” and public interest does not clearly require disclosure.

In addition, certain records on personal computers may be protected from search under the Fourth Amendment or Article I, Section 4 of the Oregon Constitution. A personal computer is “the modern day repository of a man’s records, reflections[,] and conversations.” Accordingly, a “search of a computer has first amendment implications that may collide with fourth amendment concerns. When this occurs, [a court] will closely scrutinize compliance with the particularity and probable cause requirements [of the Fourth Amendment]. *State v. Northlund*, 53 P3d 520, 525 (Wa. 2002).

Overall, this analysis is highly case specific and is dependent on the subject matter and nature of the “writing.” Best practice is to treat documents and communications that relate to public business as subject to public record laws, irrespective of whether the correspondence is created or stored on a private computer. In contrast, if the personal document or email is created or stored on a public computer, but is not public business (e.g. personal medical information), then it is not a public record since it does not involve information related to the public business.

2)

The board is not authorized to charge for their actual time spent compiling records responsive to a public records request. However, a public body may establish fees which reasonably reimburse the public body for the actual costs of making the public records available. This includes actual expenses for summarizing, compiling, or tailoring the records to satisfy the request. ORS 192.324(4)(a).

Along with the actual costs for making the public record available, time spent by an attorney for the public body in reviewing the public records, redacting, and/or segregating the records into exempt and non-exempt records may also be charged. ORS 192.324(4)(b). A board member cannot charge for a member or employee’s time spent reviewing and compiling the public record. The actual expense of hiring an individual to pull records, etc. (such as a tech professional) may be included in the fee, but only for the actual costs for making the record available. Note that the public body must first notify the requester and receive confirmation to proceed if a fee is estimated to be above \$25.00. ORS 192.324(4)(d). If a requester does not pay the fee within sixty days (60), the request shall then be closed. ORS 192.329(3)(b).

Record retention. 1) What records have to be retained? 2) This is a general question, but there's also a specific question about the use of snapchat, signal, Facebook messenger or other messaging apps where messages disappear or are cleaned out after some period of time.

1) Retention Generally:

“Public records” are defined more narrowly in the *record retention* context, as compared to the *record request* context. Under record retention law, a “public record” is defined as information that:

- (A) Is prepared, owned, used or retained by a state agency or political subdivision;
- (B) Relates to an activity, transaction or function of a state agency or political division;
- and
- (C) Is necessary to satisfy the fiscal, legal, administrative or historical policies, requirements or needs of the state agency or political subdivision. ORS 192.005(5)

A public record does not include messages on voicemail or other phone storage and retrieval systems. ORS 192.005(5)(b)(F). A school district's public records are maintained in accordance with OAR 166-400. *See also* ORS 192.018(1). These rules provide the retention rules for specific public records. Based on these rules, what records must be retained depends on the specific subject matter and content of the record. For example, staff meeting records must be maintained until the end of the respective school year, OAR 166-400-0010(40), while board and commission member records must be maintained for four years, OAR 166-350-0010(2). For retention rules specific to the school board, *see* OAR 166-350-0010.

Many email messages satisfy the definition of public record under ORS 192.005(5), and therefore, must be identified, managed, protected, and retained appropriately. Emails do not fall under a specific retention schedule simply because of their format; rather, the function and subject matters of emails dictate their applicable retention period.

2) Retention of Disappearing Correspondence:

The disappearing nature of certain correspondence based on the media platform on which it is transmitted does not negate the document retention policies as outlined in ORS chapter 90, the board's policies, and OAR 166-400. The State of Oregon, Department of Administrative Services, has compiled an Employee Expectations Template which discusses expectations for personal and work use of social media platforms. Included in the Employee Expectations, is the requirement that public bodies “[i]nvestigate and comply with the public records retention requirements that apply to the electronic records [created] via social media.” Communications that qualify as “public record,” despite being generated on social media, must be captured in compliance with public record laws, authorized retention schedules, and specific policies.

Another consideration is whether the board members are under an implicit obligation not to use any social media or communication program for correspondence which may potentially create a public record unless the communication has the capacity to be reviewed and retained for

compliance with Oregon retention schedules? Board members are not precluded from using social media or communication programs that do not preserve the correspondence. However, the risk of creating a communication subject to public record law suggests that it would behoove members of a public body to disengage with such social media platforms that are not programmed to allow appropriate retention of each public record.

Voice and text messages on cell phones. Board policy KBA states that a “public record does not include messages on voicemail or other telephone message storage and retrieval systems.” Are text messages included in the category of “other telephone message storage and retrieval systems”? Or if voicemail is automatically converted into text, does that change the status of the message.

As discussed above, a “writing” is also broadly defined to mean: “handwriting, typewriting, printing, photographing and every means of recording, including letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, files, facsimiles or electronic recordings.” ORS 192.311(7).

This definition embodies information stored in “machine readable or electronic form.” ORS 192.324(3). Examples of writings include paper documents, e-mails, electronic documents (e.g., Word, Excel, and PDF formats), photographs, and audio or video recordings.

Therefore, telephone voicemail messages are also writings, but public bodies are not required to retain these types of records. ORS 192.005(5)(b)(F) (voicemail messages are not public records for the purpose of retention law). However, if a records request for a voicemail message is received while the message is still available, the message should be retained until the records request is completed. *See* OAR 166-030-0045 (destruction of records shall be suspended if the records are the subject of a records request).

When voicemails are converted to text, the written communication is likely not subject to public record law. Under ORS 192.005(5)(b)(f), “messages on voicemail *or on other telephone storage and retrieval systems*” are not considered “public record.” “[O]ther telephone message storage” seems to exempt converted text in addition to the actual voice message.



ITEM FOR INFORMATION

Date of Meeting

May 3, 2023

Title

Review timeline for evaluating options and community engagement to address co-location concerns at 850 Howard Ave.

Presenter

Andy Dey, Superintendent

Background

Following the school board's decision to raze the existing North Eugene High School Program, the board indicated a desire to have a robust plan with a discreet timeline to address the co-location concerns of the Kelly Middle School and Yujin Gakuen Elementary School programs.

At this time, there is not a scenario in which the 2023-24 school year does not include co-location largely in the current circumstances; however, the district shares the school board and community's desire to finalize decisions to ensure two vibrant schools can thrive moving into the future. The district is proposing a three-phase time-bound process that is intended to lead to solutions to support the needs of both programs.

Phase 1: Research and Fact Finding - May 3 - May 17, 2023

Phase 2: Community Engagement - May 17 - June 17, 2023

Phase 3: Design/Long-range planning - Fall - Winter 2023

Phase 1: Research and Fact Finding - May 3 - May 17, 2023

- Collect questions and wonderings from school board, staff, families and community
- Aggregate information in accessible and clear format so that all share a common understanding of options, possibilities, and constraints
- Prepare and present comprehensive information to School Board at May 17 business meeting for feedback and refinement prior to Community Engagement Process

Phase 2: Community Engagement - May 17 - June 17, 2023

- Leverage District two-way communication platform to collect feedback of options
- Hold in-person and online stakeholder meetings to review information vetted by school board at May 17 meeting and collect feedback
- Present Stakeholder feedback to N. Region subcommittee for reflection and vetting to inform subcommittee recommendation to the school board at June 21 school board business meeting.
- N. Region Subcommittee present aggregate feedback and possible recommendation to the school board to address co-location concerns for board decision at the June 21 meeting.

Phase 3: Design/Long-range planning: Fall - Winter 2023



- Establish appropriate work groups to implement decisions made during the first two phases - Examples may or may not include, design work group for any construction, remodel or transition needs, or long-range planning group for dual language programs.

Budget/Resource Implications

Minimal direct fiscal impact.

Indirect fiscal impact includes:

Staff time to support this initiative, including facilities, finance, communications, and school based staff.

Recommendation

The Superintendent recommends the Board of Directors listen to the presentation and ask any questions they might have regarding the process in order to arrive at a well-informed decision at the June 21, 2023 meeting regarding the concerns raised about the current co-location of Kelly Middle School and Yujin Gakuen.



ITEM FOR ACTION

Date of Meeting

May 3, 2023

Title

Consider proposed board policy IIAA – Request for Reconsideration About Curriculum / Instructional / Library Materials

Presenter

Rob Hess, Chief of Staff

Background:

The Board has interest in making Administrative Rule IIA-AR(2) into a board policy. The proposed policy IIAA – Request for Reconsideration about Curriculum / Instructional / Library Materials takes the language from IIA-AR(2) and makes it into a policy.

Options and Alternatives:

To be discussed.

Recommendation

The superintendent recommends that the board consider the presented Administrative Rule IIA-AR(2) and if the revisions meet the board's intended criteria, to approve making the AR into a board policy. Superintendent staff will develop an associated AR that contains the required forms referenced in the policy.

Eugene School District 4J

Code: IIAA

Adopted:

Orig. Code:

Request for Reconsideration about Curriculum / Instructional / Library Materials

Request for Reconsideration of Instructional Materials - Informal

While care is always exercised in selecting instructional materials, there will be occasions when a member of the community, staff, or a district administrator may find certain classroom or library instructional materials inappropriate and wish to request a reconsideration of their use. In such an event, the concerned individual shall first contact the teacher or librarian in an attempt to informally resolve the issue.

Step 1. The concerned individual will contact the teacher or librarian directly to assert their concerns and schedule a meeting.

- Within five working days of the receipt of the concerns, the teacher or librarian shall arrange to meet with the individual and:
 - listen to the concerns;
 - explain the learning resource's selection procedures;
 - explain the particular place the questioned resource occupies in the educational program;
 - explain the resource's intended educational usefulness;
 - and, work with the individual to resolve their concerns;
 - including but not limited to, offering the student, if a student is involved, another agreed upon comparable and acceptable learning resource

Step 2. If the concerned individual is not able to resolve the concerns informally with the teacher or librarian, they shall share their concerns with the building principal. The principal shall try to resolve the matter informally using the Instructional Materials Conversation Guide for Principals. The principal shall acknowledge receipt of all written or verbal requests for reconsideration of the use of instructional materials throughout the process.

The informal process may not be used to remove resources from the District instructional curriculum or from campus libraries. Resources may only be removed if that is determined after completing both the informal and formal challenge process outlined.

Reconsideration of Instructional Materials - Formal

If the concern is not resolved after meeting with the principal and/or they want the material removed from the District instructional curriculum, this formal process shall be followed:

Step 1. The concerned individual will complete the Request for Reconsideration form and submit it to the school principal.

Step 2. The principal shall notify all staff members who are directly involved in the request.

Adapted from the American Library Association and Beaverton School District policies

Step 3. The principal shall forward the Request for Reconsideration form, Instructional Materials Conversation Guide for Principals form, and other relevant documentation to an Assistant Superintendent of Instruction. A copy of all requests should also be forwarded to the district librarian, so that the district librarian can share it with the national librarians' association, which tracks book challenges across the country.

Step 4. Upon receipt of a written Request for Reconsideration form, an Assistant Superintendent of Instruction will determine the appropriate course of action:

- If the subject matter in question is Board Approved Curriculum that has been vetted via the Adoption of Instructional Materials in a Core or Non-Core subject area as outlined in School Board Policy IIA-AR within the past 5 years, the Assistant Superintendent of Instruction will determine if any further evaluation needs to be done.
- If the instructional material in question has been evaluated by a review committee within the past 5 years then the finding from the previous evaluation will be presented to the individual requesting reconsideration with no further action.
- Transmit the Request for Reconsideration and any supporting documentation to Legal Counsel for review and guidance as needed.
- If it is determined that the Request for Reconsideration warrants additional attention, then the Assistant Superintendent of Instruction shall convene a review committee within 20 student contact days of receipt of Request for Reconsideration.

*Under no circumstances should the materials and/or library books in question be removed from circulation or classrooms until the challenge process has been completed.

Step 5. The Assistant Superintendent of Instruction and/or designee will contact the individual requesting reconsideration to confirm receipt of the form and either provide a written explanation as to why the Reconsideration will not move forward or explain the review committee process.

Step 6. If the Assistant Superintendent of Instruction decides to move forward with a review committee they, or a designee, will personally contact the teacher or teacher librarian and request they complete the appropriate Teacher or Library Response Form to inform the review committee.

Step 7. The review committee shall be appointed by the Assistant Superintendent of Instruction who will then chair and/or designate a district administrator to chair the committee. The review committee may be composed of the following stakeholders:

- School or district librarian (*required*)
- PTO or Site Council parent representative from referring school (if possible based on timeline)
- Building administrator from same level
- Classroom teacher(s) from same grade/content area (*required*)
- Elementary and/or Secondary TOSA (Teacher on Special Assignment) in the content area if applicable
- Level Director
- Curriculum Director or Designee
- Director of Equity, Inclusion & Instruction
 - Rights holder may be added at the Director of Equity Inclusion and Instruction (EII) request

*The Assistant Superintendent and/or Superintendent may decide to pull challenged material during the process if upon evaluation of the instructional materials they determine it is so egregious in nature that it is damaging to students. (i.e the incitement to hatred, intolerance, discrimination and violence)

Committee Review Procedure

- The committee will meet, learn about the process, and will receive a copy of the challenged material;
- Committee members will read/watch/listen and/or view the challenged material in its entirety;
- The committee will receive the Request for Reconsideration Form responses, the Teacher or Library Response Forms and Instructional Materials Conversation Guide for Principals form;
- The committee will meet again and discuss the claims. The committee should take into account the applicable instructional objectives and materials selection criteria, as well as the age and development of the students using the material;
- The committee will formulate their recommendations and prepare a written report using the Instructional Materials Reconsideration Review Committee Report. This report will present both majority and minority opinions and include a recommendation to retain the material in its original location, to relocate the material to an advisory location, or to remove the material.

Step 8. Following a review of the challenged material, the review committee shall submit its report and recommendation to the Assistant Superintendent of Instruction and/or Superintendent for a decision.

Action Taken

Disposition of the request shall be made known to all parties in the action including committee members, the person(s) submitting the request, the principal, the teacher(s) involved, and all site-based teachers in that grade level (for elementary) or subject area (for secondary).

END OF POLICY

Legal Reference(s):

ORS 336.035	ORS 337.511	OAR 581-022-2310
ORS 336.840	ORS 339.155	OAR 581-022-2340
ORS 337.120		OAR 581-022-2350
ORS 337.141	OAR 581-011-0050 to -0117	OAR 581-022-2355
ORS 337.150	OAR 581-021-0045	
ORS 337.260	OAR 581-021-0046	

Cross Reference(s):

IIA – Instructional Resources/Instructional Materials
IIA-AR – Instructional Materials Selection
IIA-AR(2) – Request for Reconsideration Process and Form

PROPOSED POLICY

***The Assistant Superintendent and/or Superintendent may decide to pull challenged material during the process if upon evaluation of the instructional materials they determine it is so egregious in nature that it is damaging to students. (i.e the incitement to hatred, intolerance, discrimination and violence)**



ITEM FOR ACTION (Second Read)

Date of Meeting

May 3, 2023

Title

Approve revisions to board policy IGDJ – Interscholastic Activities

Presenter

Andy Dey, Superintendent

Background:

Two key changes:

[HB 2935](#) (2021)(332.075) required OSAA and other voluntary interscholastic organizations to have equity focused policies on discrimination (including race and protective hairstyles) and religious clothing.

OAR 581-022-2308 requires the districts to have a policy stating that it will only be a member of an organization if the organization has a policy; which is now a “required” policy.

[Senate Bill 1522](#) (2022; see Section 13) modified the use of the term general education development or GED to be referred to as “high school equivalency program” which was further defined to mean: a program provided to assist a student in earning a certificate for passing an approved high school equivalency test such as the General Educational Development (GED) test.

In addition, policy IGDJ has been redesignated required (from optional) to comply with OAR [581-022-2308](#)(2) – a new Division 22 rule requiring school districts to adopt policy with conditions of membership when entering into an agreement with a voluntary organization for interscholastic activities. As a result, much of the original language in what was an optional policy is now bracketed as it continues to be optional language. The remaining policy content is model language for a required policy regulated in OAR 581-022-2308(2).

Options and Alternatives:

To be discussed.

Recommendation

The superintendent recommends the board approve revisions to board policy IGDJ – Interscholastic Activities.

Eugene School District 4J

Code: IGDJ
Adopted: 11/07/18
Revised/Readopted: 5/15/19; 12/15/21

Interscholastic Activities

The board recognizes the integral role interscholastic activities play in the character development and general enhancement of the education of its students. Accordingly, administrators, coaches, student participants and others associated with the district's high school activities programs and events¹ shall conduct themselves in a manner that is consistent with the letter and spirit of policies, rules, and regulations of the district and of the Oregon School Activities Association (OSAA) and the fundamental values of sportsmanship. Each will be held accountable for their actions.

The district shall allow students who reside in the district and are eligible to attend school and who are homeschooled, attend a public charter school or are enrolled in a GED (General Educational Development) program provided by the district or ESD, to participate in available interscholastic activities when the requirements found in Oregon law are met.

Interscholastic activities when provided by the district will comply with Title IX and other nondiscrimination laws.

District employees, students, parents, alumni and activity volunteers are prohibited from inducing or attempting to induce a student to attend a district school for interscholastic activity eligibility or participation. The principal, activities director and coaches are each responsible for ensuring student participants meet all district and OSAA eligibility requirements. The principal is responsible for ensuring accurate certification regarding the eligibility of participating students and for verifying that athletic directors, coaches of sports and activity advisors have all required certifications prior to assuming their duties. The principal shall ensure that a program is in place to effectively evaluate the performance of all coaches and activity advisors under their supervision.

Volunteers may be approved to assist with district activities with prior approval from the principal.

The principal shall investigate all allegations of district student ineligibility, staff recruitment violations or other student or staff conduct that may violate board policies, administrative regulations and/or OSAA rules and regulations. The principal shall notify the superintendent of conduct that violates the terms of this policy and report to the OSAA as required.

An employee determined to have violated rules and regulations of the OSAA may be subject to discipline, up to and including dismissal. A student in violation of the OSAA rules and regulations will be subject to discipline, up to and including dismissal from an interscholastic activity or program, suspension and/or expulsion from school. Volunteers in violation of the OSAA rules and regulations shall be subject to discipline, up to and including removal from district programs and activities and such other sanctions as may be deemed appropriate by the building administrator.

¹ This applies to only OSAA-sanctioned activities and events.

Employees, volunteers or students in violation of OSAA rules and/or regulations may be required to remunerate the district in the event of fines assessed by OSAA as a result of their actions.

The superintendent or designee will develop procedures, as necessary, to implement this policy, including a process to ensure that all district rules governing the conduct of students, staff and volunteers engaged in district activities are regularly reviewed and updated.

END OF POLICY

Legal Reference(s):

[ORS 326.051](#)
[ORS 332.075\(1\)\(e\)](#)
[ORS 339.450 - 339.460](#)

[OAR 581-015-2255](#)
[OAR 581-021-0045 - 0049](#)
[OAR 581-026-0005](#)

[OAR 581-026-0700](#)
[OAR 581-026-0705](#)
[OAR 581-026-0710](#)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683; Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106.
OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.
Montgomery v. Bd. of Educ., 188 Or. App. 63 (2003).

Cross Reference(s):

JHCA/JHCB - Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening

Eugene School District 4J

Code: IGDJ
Adopted: 11/07/18
Revised/Readopted: 5/15/19; 12/15/21; XX/XX/XX

Interscholastic Activities

The board recognizes the integral role interscholastic activities play in the character development and general enhancement of the education of its students. Accordingly, administrators, coaches, advisors, student participants, and others associated with the district's high school activities programs and events shall conduct themselves in a manner that is consistent with the letter and spirit of policies, rules, and regulations of the district and any associated voluntary organization. Each will be held accountable for their actions.

The district and its schools may only be members of and pay fees, if any, to a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities if the organization:

1. Implements and adheres to equity focused policies that:
 - a. Address the use of derogatory or inappropriate names, insults, verbal assaults, profanity, or ridicule that occurs at an interscholastic activity, including by spectators of the interscholastic activity;
 - b. Prohibit discrimination;
 - c. Permit a student to wear religious clothing in accordance with the student's sincerely held religious belief and consistent with any safety and health requirements; and
 - d. Balance the health, safety, and reasonable accommodation needs of participants on an activity-by-activity basis.
2. Maintains a transparent complaint process that:
 - a. Has a reporting system to allow participants of interscholastic activities or members of the public to make complaints about student, coach, or spectator behavior;
 - b. Responds to a complaint made within 48 hours of the complaint being received; and
 - c. Resolves a complaint within 30 days of the complaint being received unless the organization determines that there is good cause to extend the timeline for resolving the complaint.
3. Develops and implements a system of sanctions against schools, students, coaches, and spectators if a complaint is verified; and
4. Performs an annual survey of students and their parents to understand and respond to potential violations of equity focused policies or other discrimination.

The district shall allow homeschooled students that reside within the boundaries of their neighborhood school, students eligible to attend school, and enrolled in a high school equivalency program that reside in the district, and students attending a public charter school that does not provide interscholastic activities that reside the district, the opportunity to participate in available interscholastic activities when the requirements found in Oregon law are met.

Interscholastic activities when provided by the district will comply with Title IX and other nondiscrimination laws.

District employees, students, parents, alumni, and activity volunteers are prohibited from inducing or attempting to induce a student to attend a district school for interscholastic activity eligibility or participation. The principal, activities director, advisors and coaches are each responsible for ensuring student participants meet all district eligibility requirements of participation and those of the associated voluntary organization. The principal [or designee] is responsible for ensuring accurate certification regarding the eligibility of participating students and for verifying that athletic directors, coaches of sports, and activity advisors have all required certifications prior to assuming their duties. The principal [or designee] shall ensure that a program is in place to effectively evaluate the performance of all coaches and activity advisors under their supervision.

Volunteers may be approved to assist with district activities with prior approval from the principal.

The principal shall investigate all allegations of district student ineligibility, staff recruitment violations or other student or staff conduct that may violate Board policies, administrative regulations, and/or the rules and regulations of the associated voluntary organization. The principal shall notify the superintendent [or designee] of conduct that violates the terms of this policy and report to the associated voluntary organization if required.

An employee determined to have violated Board policies and/or rules and regulations of the associated voluntary organization may be subject to discipline, up to and including, dismissal. A student in violation of Board policies and/or the rules and regulations of the associated voluntary organization will be subject to discipline, up to and including, dismissal from an interscholastic activity or program, suspension and/or expulsion from school. Volunteers in violation of Board policies and/or the rules and regulations of the associated voluntary organization shall be subject to discipline, up to and including, removal from district programs and activities and such other sanctions as may be deemed appropriate by the district building administrator.

Employees, volunteers, or students in violation of such policies, rules and/or regulations may be required to remunerate the district in the event fines are assessed as a result of their actions.

The superintendent or designee will develop procedures, as necessary, to implement this policy, including a process to ensure that all district rules governing the conduct of students, staff, and volunteers engaged in district activities are regularly reviewed and updated.

The district will annually review interscholastic activities and participation to determine whether the current offerings reflect the students the district serves.

END OF POLICY

Legal Reference(s):

[ORS 326.051](#)
[ORS 332.075\(1\)\(e\)](#)
[ORS 332.107](#)
[ORS 339.450 - 339.460](#)

[OAR 581-015-2255](#)
[OAR 581-021-0045 – 0049](#)
[OAR 581-022-2308\(2\)](#)
[OAR 581-026-0005](#)

[OAR 581-026-0700](#)
[OAR 581-026-0705](#)
[OAR 581-026-0710](#)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2022).
Montgomery v. Bd. of Educ., 188 Or. App. 63 (2003).
Senate Bill 1522 (2022).

Cross Reference(s):

JHCA/JHCB - Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening

Clean Copy with changes made

Eugene School District 4J

Code: IGDJ
Adopted: 11/07/18
Revised/Readopted: 5/15/19; 12/15/21; XX/XX/XX

Interscholastic Activities

The board recognizes the integral role interscholastic activities play in the character development and general enhancement of the education of its students. Accordingly, administrators, coaches, ~~advisors,~~ student participants, and others associated with the district's high school activities programs and events shall conduct themselves in a manner that is consistent with the letter and spirit of policies, rules, and regulations of the district and ~~any associated voluntary organization. of the Oregon School Activities Association (OSAA) and the fundamental values of sportsmanship.~~ Each will be held accountable for their actions.

The district and its schools may only be members of and pay fees, if any, to a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities if the organization:

1. Implements and adheres to equity focused policies that:
 - a. Address the use of derogatory or inappropriate names, insults, verbal assaults, profanity, or ridicule that occurs at an interscholastic activity, including by spectators of the interscholastic activity;
 - b. Prohibit discrimination;
 - c. Permit a student to wear religious clothing in accordance with the student's sincerely held religious belief and consistent with any safety and health requirements; and
 - d. Balance the health, safety, and reasonable accommodation needs of participants on an activity-by-activity basis.
2. Maintains a transparent complaint process that:
 - a. Has a reporting system to allow participants of interscholastic activities or members of the public to make complaints about student, coach, or spectator behavior;
 - b. Responds to a complaint made within 48 hours of the complaint being received; and
 - c. Resolves a complaint within 30 days of the complaint being received unless the organization determines that there is good cause to extend the timeline for resolving the complaint.
3. Develops and implements a system of sanctions against schools, students, coaches, and spectators if a complaint is verified; and
4. Performs an annual survey of students and their parents to understand and respond to potential violations of equity focused policies or other discrimination.

The district shall allow homeschooled students that ~~who~~ reside within the boundaries of their neighborhood school, ~~in the district,~~ students ~~and are~~ eligible to attend school, and enrolled in a high school equivalency program that reside in the district, and students attending ~~who are homeschooled,~~ ~~attend~~ a public charter school that does not provide interscholastic activities that reside ~~or are enrolled in a~~

~~GED (General Educational Development) program provided by~~ the district, ~~the opportunity or ESD,~~ to participate in available interscholastic activities when the requirements found in Oregon law are met.

Interscholastic activities when provided by the district will comply with Title IX and other nondiscrimination laws.

District employees, students, parents, alumni, and activity volunteers are prohibited from inducing or attempting to induce a student to attend a district school for interscholastic activity eligibility or participation. The principal, activities director, **advisors** and coaches are each responsible for ensuring student participants meet all district ~~and OSAA~~ eligibility requirements **of participation and those of the associated voluntary organization**. The principal **[or designee]** is responsible for ensuring accurate certification regarding the eligibility of participating students and for verifying that athletic directors, coaches of sports, and activity advisors have all required certifications prior to assuming their duties. The principal **[or designee]** shall ensure that a program is in place to effectively evaluate the performance of all coaches and activity advisors under their supervision.

Volunteers may be approved to assist with district activities with prior approval from the principal.

The principal shall investigate all allegations of district student ineligibility, staff recruitment violations or other student or staff conduct that may violate **Board board** policies, administrative regulations, and/or **the OSAA** rules and regulations **of the associated voluntary organization**. The principal shall notify the superintendent **[or designee]** of conduct that violates the terms of this policy and report to the **associated voluntary organization if OSAA as** required.

An employee determined to have violated **Board policies and/or** rules and regulations of the **associated voluntary organization OSAA** may be subject to discipline, up to and including, dismissal. A student in violation of **Board policies and/or** the **OSAA** rules and regulations **of the associated voluntary organization** will be subject to discipline, up to and including, dismissal from an interscholastic activity or program, suspension and/or expulsion from school. Volunteers in violation of **Board policies and/or** the **OSAA** rules and regulations **of the associated voluntary organization** shall be subject to discipline, up to and including, removal from district programs and activities and such other sanctions as may be deemed appropriate by the **district** building administrator.

Employees, volunteers, or students in violation of **such policies, OSAA** rules and/or regulations may be required to remunerate the district in the event **of fines are** assessed **by OSAA** as a result of their actions.

The superintendent or designee will develop procedures, as necessary, to implement this policy, including a process to ensure that all district rules governing the conduct of students, staff, and volunteers engaged in district activities are regularly reviewed and updated.

The district will annually review interscholastic activities and participation to determine whether the current offerings reflect the students the district serves.

END OF POLICY

Legal Reference(s):

[ORS 326.051](#)
[ORS 332.075\(1\)\(e\)](#)

[ORS 332.107](#)
[ORS 339.450 - 339.460](#)

[OAR 581-015-2255](#)
[OAR 581-021-0045 – 0049](#)

[OAR 581-022-2308\(2\)](#)
[OAR 581-026-0005](#)

[OAR 581-026-0700](#)
[OAR 581-026-0705](#)

[OAR 581-026-0710](#)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2022).
Montgomery v. Bd. of Educ., 188 Or. App. 63 (2003).
~~OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK~~
Senate Bill 1522 (2022).

Cross Reference(s):

JHCA/JHCB - Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening

Proposed Revisions



ITEM FOR ACTION (Second Read)

Date of Meeting

May 3, 2023

Title

Approve revisions to board policy BHD – Board Member Compensation and Expense Reimbursement

Presenter

Rob Hess, Chief of Staff

Background:

The Board has requested a review and possible revisions to Board Policy BHD – Board Member Compensation and Expense Reimbursement. The proposed changes are based on policy language provided by Oregon School Board Association.

Options and Alternatives:

To be discussed.

Recommendation

The superintendent recommends approving the revisions to board policy BHD.

Eugene School District 4J

Code: BHD
Adopted: 7/02/73
Revised/Readopted: 4/16/83; 8/02/17
Orig. Code: BHD; 1140

Board Member Compensation and Expense Reimbursement

No Board member will receive any compensation for services other than reimbursement for approved expenses actually incurred in the performance of Board functions. Such expenses may include the cost of attendance at meetings, conferences or visitations when such attendance has been approved by the Board.

The district will establish accounting procedures consistent with this policy.

END OF POLICY

Legal Reference(s):

[ORS 244.020](#)
[ORS 244.040](#)
[ORS 332.018\(3\)](#)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 02S-015 (May 20, 2002).
OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 03S-015 (Sept. 11, 2003).

Cross Reference(s):

BBAA - Individual Board Member's Authority and Responsibilities
DFEA - Admissions to District Events
DLC - Expense Reimbursements

Current 4J Policy

Eugene School District 4J

Code: BHD
Adopted: 7/02/73
Revised/Readopted: 4/16/83; 8/02/17; X/XX/XX

Board Member Compensation and Expense Reimbursement

No Board member will receive any compensation for services other than reimbursement for approved expenses actually incurred ~~in the performance of Board functions~~ on district business. Such expenses may include the cost of attendance at meetings, conferences or visitations when such attendance has been approved by the Board.

When paid admission is required of the public, Board members may be reimbursed for attending district events and other activities when their attendance is consistent with board responsibilities and district operations. ~~(See Board policy DFEA – Admission to District Events)~~

The district will establish accounting procedures consistent with this policy.

END OF POLICY

Legal Reference(s):

[ORS 244.020](#)

[ORS 244.040](#)

[ORS 332.018\(3\)](#)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 02S-015 (May 20, 2002).

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 03S-015 (Sept. 11, 2003).

Cross Reference(s):

BBAA – Individual Board Member's Authority and Responsibilities

DFEA – Admissions to District Events

~~DLC – Expense Reimbursements~~

Financial Services – District Purchasing, Reimbursement, and Travel Policies

Eugene School District 4J

Code: BHD
Adopted: 7/02/73
Revised/Readopted: 4/16/83; 8/02/17; X/XX/XX

Board Member Compensation and Expense Reimbursement

No Board member will receive any compensation for services other than reimbursement for approved expenses actually incurred on district business. Such expenses may include the cost of attendance at meetings, conferences or visitations when such attendance has been approved by the Board.

When paid admission is required of the public, Board members may be reimbursed for attending district events and other activities when their attendance is consistent with board responsibilities and district operations.

The district will establish accounting procedures consistent with this policy.

END OF POLICY

Legal Reference(s):

[ORS 244.020](#)

[ORS 244.040](#)

[ORS 332.018\(3\)](#)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 02S-015 (May 20, 2002).

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 03S-015 (Sept. 11, 2003).

Cross Reference(s):

BBAA – Individual Board Member's Authority and Responsibilities

DFEA – Admissions to District Events

Financial Services – District Purchasing, Reimbursement and Travel Policies



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

May 3, 2023

Title

Consider revisions to Board Policy IGBAF – Special Education Individualized Education Program (IEP)

Presenter

Andy Dey, Superintendent

Background:

At its December 2021 meeting, the State Board of Education updated Temporary Rule OAR 581–015– 2229 Individualized COVID–19 Recovery Services. The OAR required IEP teams for to make decisions about Individualized COVID–19 Recovery Services which support the district’s requirement to ensure a free appropriate public education (FAPE) to eligible students.

A new section, Individualized COVID–19 Recovery Services, is added to IGBAF–AR and describes the district’s responsibilities and outlining notification requirements. The Board is not required to approve the Administrative Regulations; however, the district will present the revised IGBAF–AR as an Item for Action at a future meeting date.

Options and Alternatives:

To be discussed.

Recommendation

The superintendent recommends approving the revisions to board policy IGBAF – Special Education – Individualized Education Program (IEP).

Eugene School District 4J

Code: IGBAF
Adopted: 4/02/08
Readopted: 11/07/18
Orig. Code: IGBAF

Special Education - Individualized Education Program (IEP)**

An individualized education program (IEP) shall be developed and implemented for each student with disabilities in the district, kindergarten through 21 years of age, including: a student that attends a public charter school located in the district; a student that is placed in or referred to a private school or facility by the district; a student that or receives related services from the district. The district is responsible for initiating and conducting the meetings to develop, review and revise the IEP of a student with disabilities. The district will ensure that one or both parents are present at each meeting or are afforded the opportunity to participate and are given a copy of the IEP. A meeting to develop an IEP shall be held within 30 calendar days of a determination that the student needs special education and related services, once every 365 days thereafter and when considering a change in the IEP or placement.

If a student is to be placed or referred to a private school or facility or attends a private or parochial school, the district will ensure that a representative of the private school or facility attends the IEP meeting. If the representative of the private school or facility is unable to attend the IEP meeting, the district shall use other methods to ensure participation including, but not limited to, individual or conference telephone calls or individual meetings.

END OF POLICY

Legal Reference(s):

[ORS 343.151](#)

[ORS 343.155](#)

[OAR 581-015-2000](#)

[OAR 581-015-2190](#)

[OAR 581-015-2195](#)

[OAR 581-015-2200](#)

[OAR 581-015-2205](#)

[OAR 581-015-2210](#)

[OAR 581-015-2215](#)

[OAR 581-015-2220](#)

[OAR 581-015-2225](#)

[OAR 581-015-2230](#)

[OAR 581-015-2235](#)

[OAR 581-015-2055](#)

[OAR 581-015-2600](#)

[OAR 581-015-2065](#)

[OAR 581-015-2265](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5-300.6, 300.22-300.24, 300.34, 300.43, 300.105-106, 300.112, 320.325, 300.328, 300.501 (2012).

Eugene School District 4J

Code: **IGBAF**
Adopted: 4/02/08
Readopted: 11/07/18; XX/XX/XX
Orig. Code: IGBAF

Special Education - Individualized Education Program (IEP)**

An individualized education program (IEP) shall be developed and implemented for each student with disabilities in the district, kindergarten through 21 years of age, including those who attend a public charter school located in the district, are placed in or referred to a private school or facility by the district; ~~or~~ receive related services from the district. The district is responsible for initiating and conducting the meetings to develop, review and revise the IEP of a student with disabilities. The district will ensure that one or both parents are present at each meeting or are afforded the opportunity to participate and are given a copy of the IEP. A meeting to develop an IEP shall be held within 30 calendar days of a determination that the student needs special education and related services, once every 365 days thereafter and when considering a change in the IEP or placement.

If a student is to be placed or referred to a private school or facility or attends a private or parochial school, the district will ensure that a representative of the private school or facility attends the IEP meeting. If the representative of the private school or facility is unable to attend the IEP meeting, the district shall use other methods to ensure participation including, but not limited to, individual or conference telephone calls or individual meetings.

END OF POLICY

Legal Reference(s):

[ORS 343.151](#)
[ORS 343.155](#)

[OAR 581-015-2000](#)
[OAR 581-015-2190](#)
[OAR 581-015-2195](#)
[OAR 581-015-2200](#)

[OAR 581-015-2205](#)
[OAR 581-015-2210](#)
[OAR 581-015-2215](#)
[OAR 581-015-2220](#)
[OAR 581-015-2225](#)
[OAR 581-015-2229](#)
[OAR 581-015-2230](#)

[OAR 581-015-2235](#)
[OAR 581-015-2055](#)
[OAR 581-015-2600](#)
[OAR 581-015-2065](#)
[OAR 581-015-2265](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5 to -300.6, 300.22 to -300.24, 300.34, 300.43, 300.105 to -106, 300.112, 320.325, 300.328, 300.501 (2012).

Eugene School District 4J

Code: IGBAF
Adopted: 4/02/08
Readopted: 11/07/18; XX/XX/XX
Orig. Code: IGBAF

Special Education - Individualized Education Program (IEP)**

An individualized education program (IEP) shall be developed and implemented for each student with disabilities in the district, kindergarten through 21 years of age, including ~~those who attend; a student that attends~~ a public charter school located in the district, ~~are; a student that is~~ placed in or referred to a private school or facility by the district; ~~a student that or receive~~ receives related services from the district. The district is responsible for initiating and conducting the meetings to develop, review and revise the IEP of a student with disabilities. The district will ensure that one or both parents are present at each meeting or are afforded the opportunity to participate and are given a copy of the IEP. A meeting to develop an IEP shall be held within 30 calendar days of a determination that the student needs special education and related services, once every 365 days thereafter and when considering a change in the IEP or placement.

If a student is to be placed or referred to a private school or facility or attends a private or parochial school, the district will ensure that a representative of the private school or facility attends the IEP meeting. If the representative of the private school or facility is unable to attend the IEP meeting, the district shall use other methods to ensure participation including, but not limited to, individual or conference telephone calls or individual meetings.

END OF POLICY

Legal Reference(s):

[ORS 343.151](#)
[ORS 343.155](#)

[OAR 581-015-2000](#)
[OAR 581-015-2190](#)
[OAR 581-015-2195](#)
[OAR 581-015-2200](#)

[OAR 581-015-2205](#)
[OAR 581-015-2210](#)
[OAR 581-015-2215](#)
[OAR 581-015-2220](#)
[OAR 581-015-2225](#)
[OAR 581-015-2229](#)
[OAR 581-015-2230](#)

[OAR 581-015-2235](#)
[OAR 581-015-2055](#)
[OAR 581-015-2600](#)
[OAR 581-015-2065](#)
[OAR 581-015-2265](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5 to -300.6, 300.22 to -300.24, 300.34, 300.43, 300.105 to -106, 300.112, 320.325, 300.328, 300.501 (2012).