

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, NOVEMBER 28, 2022
Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St – Bend (541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

Attendance/Participation options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at ww.deschutes.org/meetings.

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at https://www.deschutes.org/bcc/page/public-hearing-notices.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

Note: In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.

CONSENT AGENDA

- 1. Consideration of Order 2022-056 for the Deschutes County Sheriff's Office to donate a van to a nonprofit corporation
- 2. Approval of the minutes of the November 14 2022 BOCC meeting

ACTION ITEMS

<u>3.</u>	1:05PM	Presentation from SriPonya
<u>4.</u>	1:15PM	Public Hearing and Orders Considering Barg and Hellmuth annexations to River Forest Acres Special Road District
<u>5.</u>	1:20PM	Public Hearing and Order Considering City of Bend annexation to Bend Park & Recreation District
<u>6.</u>	1:25PM	Request approval to accept Oregon Health Authority grant funding and authorization to convert two limited duration FTEs to regular for the Public Health Early Intervention Services and Outreach Program
<u>7.</u>	1:40PM	Authorization to apply for PacficSource Behavioral Health Workforce Diversity grant
<u>8.</u>	1:55PM	Consideration of Board Signature for Order No. 2022-068, to authorize the sale of certain County-owned property by private sale
<u>9.</u>	2:05PM	Contract with Youth Villages, Inc. for Intensive In-Home Behavioral Health Treatment services
<u>10.</u>	2:20PM	Consideration of Resolution 2022-077 transferring Contingency within the 2022-23 Deschutes County Budget
<u>11.</u>	2:25PM	Treasury and Finance Reports for October 2022

EXECUTIVE SESSION

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

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

- 12. Executive Session under ORS 192.660 (2) (d) Labor Negotiations
- 13. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

OTHER ITEMS

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

ADJOURN



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



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Consideration of Order 2022-056 for the Deschutes County Sheriff's

Office to donate a van to a nonprofit corporation

RECOMMENDED MOTION: Move approval of Board Signature of Order 2022-056 to authorize the Deschutes County Sheriff's Office to donate a surplus van to the nonprofit corporation New Priorities Family Services.

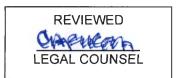
BACKGROUND AND POLICY IMPLICATIONS: The Deschutes County Sheriff's Office seeks authorization to donate a 1999 Ford Van to New Priorities Family Services, a 501c non-profit organization.. New Priorities Family Services is a domestic non-profit corporation that has a mental health and alcohol/drug outpatient treatment program in Redmond. The van is has reached the end to its useful life for the Sheriff's Office.

BUDGET IMPACTS: The van is no longer needed at DCSO. Kelley Blue Book trade in value is \$4,684 and resale value is estimated at \$8,000.

ATTENDANCE:

Joe Brundage, Business Manager William Bailey, Patrol Captain Pete Martin, Automotive Supervisor

11/28/2022 Item #1.



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Declaring Certain Deschutes County Personal Property Surplus and Authorizing Donation.

ORDER NO. 2022-056

WHEREAS, certain personal property described in Exhibit A, attached hereto by this reference incorporated herein, is no longer needed for public use by the County; and

WHEREAS, it is necessary to dispose of this surplus personal property; and

WHEREAS, it is appropriate to dispose of such property by donation; now, therefore,

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

Section 1. The Deschutes County Sheriff, or his designee, is hereby authorized and directed to dispose of the personal property described in Exhibit A to this order.

Section 2. The Chair is authorized on behalf of the County to execute any and all documents necessary to complete the transfer of any personal property in accordance with this order.

APPROVED this	day of	2022	
	Patti Adair, Ch	nair	
ATTEST:	Anthony DeBo	one, Vice Chair	_
Recording Secretary	Phil Chang, Co	ommissioner	_

EXHIBIT A

Sheriff's Office Surplus Property

Sheriff's Office Surplus Property

Vehicle			
#	VIN	Description	Reason
99-18	1FBNE31SOXHB43622	1999 Ford E-350 Van	End of useful life for the Sheriff's Office





DONATION OF USED DCSO VEHICLES

Deschutes County Sheriff's Office New Priorities Family Services

The Deschutes County Sheriff's Office agrees to donate, and New Priorities Family Services, a 501 (c)(3) nonprofit organization, agrees to accept the following used van:

Year	Make/Model	VIN	Mileage
1999	Ford E-350 Van	1FBNE31SOXHB43622	69,200

Vehicles are sold "as is" and "with all faults, if any." The Deschutes County Sheriff's Office disclaims all warranties or guarantees, expressed or implied, as to the conditions, quality, completeness or fitness for any particular or general purpose or compliance to safety regulations of the vehicles being sold.

The Deschutes County Sheriff's Office offers no guarantees or warranties. Determination of conditions, function and perceived or assumed value is the sole responsibility of New Priorities Family Services.

The New Priorities Family Services agrees to indemnify and hold harmless the Deschutes County Sheriff's Office and Deschutes County for any and all damages, claims or liability of any nature, lawsuits, judgments, including attorney's fees and costs, from the sale and use of the vehicles. New Priorities Family Services, its predecessors, successors and assignees hereby release, relinquish and discharge the Deschutes County Sheriff's Office, its former, present and future agents, employees, officers, officials and legal representative from any liability arising out of the transfer and use of the vehicles and/or concurrent negligence of Deschutes County for any injury, including death or damage to persons or property, or other claims of damage where such damage is sustained in connection with, or arising out of, the sale of the vehicle or the use of the vehicle.

DESCHUTES COUNTY:		NEW PRIORITIES FAMILY SERVICES	S:
(M) A	111722		
L. Shane Nelson, Sheriff	Date		Date
Deschutes County			
		Print Name and Title	

DESCHUTES COUNTY SHERIFF'S OFFICE Capital Asset Disposal or Transfer Form

1.	Asset Number:	6607					
2.	Serial Numbers:	VIN 1FBNE31SOXHB43622					
3.	Asset Descriptions:	1999 FORD E-350 Van, White 99-18					
4.	Location of Asset:	Sheriff's Office					
5.	Date of Occurrence:	111722 Sheriff Signature:					
As	set(s) Disposed Of:						
1.	Why was this asset di	sposed of?					
	End of useful life for	or the Sheriff's Office					
2.		sposed of? Please explain. oken, Donated, Obsolete, Trade-in, etc.)					
	Donated to New Pr	iorities Family Services					
As	set(s) Sold or Tradeo	l:					
1.	If sold or traded, whethe amount received	1 N/A					
As	set(s) Transferred:						
1.	New Location:						
2.	New Agency:						
	gnature of Date:						



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Presentation from SriPonya

BACKGROUND AND POLICY IMPLICATIONS:

At its October 26th meeting, the Board of Commissioners reviewed discretionary grant applications for the second quarter of fiscal year 2023. Parousia, dba SriPonya, had submitted a discretionary grant application; during their review of applications, the Board indicated an interest in learning more about the organization and its work.

SriPonya founders Jennifer Eales and Greg Mead, will attend the Board's November 28th meeting to share information about the organization.

SriPonya's mission is to empower individuals, couples, families, organizations and communities to recover from addictions and self-defeating patterns and to support long-term recovery communities by providing recovery events, a virtual recovery community, and culturally responsive and trauma-informed programs.

BUDGET IMPACTS:

None.

ATTENDANCE:

Stephanie Robinson, Administrative Analyst Jennifer Eales, founder of SriPonya Greg Mead, founder of SriPonya



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Public Hearing and Orders Considering Barg and Hellmuth annexations to River Forest Acres Special Road District

RECOMMENDED MOTION:

Move approval of Board signatures on Order Nos. 2022-060 & 2022-061, annexing certain properties into River Forest Acres Special Road District.

BACKGROUND AND POLICY IMPLICATIONS:

John and Katerine Barg and Lee Hellmuth filed separate petitions to annex property into River Forest Acres Special Road District. The District approved the petitions. The Assessor's Office and/or County Clerk certified the petitions. Community Development reviewed them for consistency with the County's comprehensive plan.

BUDGET IMPACTS:

None

ATTENDANCE:

Kim Riley, Legal



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving John and Katerine Barg annexation into River Forest Acres Special Road District

*

* ORDER NO. 2022-060

*

WHEREAS, John and Katerine Barg ("Petitioner") submitted a petition requesting annexation of the property, identified in Exhibit A in the petition attached to this Order, into River Forest Acres Special Road District ("District"); and

WHEREAS, either the Deschutes County Clerk's Office and/or Assessor's Office verified that the petition was signed by a registered voter or a landowner, respectively, for the property as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department determined the petition is consistent with the Deschutes County Comprehensive Plan, as described in Exhibit C in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on November 28, 2022, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

- Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.
- Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.
- <u>Section 3</u>. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.

Section 3. The purpose of this District is to provide road services.

Dated this day of, 2022.	BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
	PATTI ADAIR, CHAIR
	ANTHONY DeBONE, VICE CHAIR
ATTEST:	
Recording Secretary	PHIL CHANG, COMMISSIONER

10	of 2	(Name	IEX PROPERTY INTO COREST ACRES of District)
To	o: The Board of	County Commissioners,	Deschutes County, Oregon
П			as follows:
1.	This Petition for (date) and Petiti described herein	Annexation is filed pursua oners request the Board into River	commence proceedings to annex the territory (name of district),
2.	This Petition for A limits.	nnexation affects only De	schutes County and is not in any incorporated city
3.	The Board of approved the petiti	on pursuant to ORS 198.8	50 on
		es 371.305	
	(Proper statutory reference	e required, see ORS 198.010 for list	ling of appropriate principal act)
	annexed as indica	ited opposite their respect	nexation is primarily inhabited uninhabited (circle and/or registered voters in the area proposed to be tive signature, and all signatures were obtained on 20
			annexation (# known) is/are 54820 Forest Lane and the total acreage
9	attached hereto as	Exhibit "A" and depicted	the boundaries of the territory to be annexed is d on the map attached as Exhibit "B".
1	number is lesser,	registered in the area pr	roposed to be annexed; or at least 15 owners or ever is greater) within the area proposed to be
8. A	security deposit f	orm and payment is attac	hed to this petition.
Signe	d this May of	Sept 202 8	Chief Petitioner(s).
10,	17	Vera tobas	7 7 7
Signat	turb para	AC	idress, City, State, ZIP Pool, Of
DATE	D this 21 day of	July 2022	DATED this day of,20
Approv	ved by the Board o	T ACLES	(if applicable) Approved by City of
Name c	of District Clea	,	
District	Signature	60	City Signature
by('	HALS MCI	JOHN THE PROPERTY OF THE PROPE	Ву:
Title	Sec Catable	,	(Print Name)

rev 05/17
Deschutes County Legal Counsel, 1300 N.W, Wall St., Ste. 205, Bend, OR 97703; FAX 541-617-4748; legalcounsel@deschutes.org

SEE ATTACHMENT FOR
NOTARY DATED:
SEP. 12027
IN ACCORDANCE WITH
CA CIVIL CODE * 1189

	w //	
NAME OF DISTRICT: RIVER FORES OCHES Withdrawal	Annexation	
	•	
PRINT NAME DATE SIGNED PROPERTY ADDRESS RESIDENCE ADDRESS (If Different) LANDOWNE IN THE PROPOSED IN THE	Y/ S S S S S S S S S S S S S S S S S S S	
Ton / Kateriue Barcy Print Name Signature TERRITORY 54820 Forest La Benda (2770) PROPERTY ADDRESS (8 Sava La San Carlos (294070) RESIDENCE ADDRESS (If Different) Property Address (15 Different)		or streets)
2 Date Property Address (If Different) PROPERTY Address (If Different) RESIDENCE ADDRESS (If Different) PROPERTY ADDRESS (If Different)		Laffler mette
3 KATHERINES BARG PROPERTY ADDRESS LUSTUS Date PROPERTY ADDRESS LUSTUS Date PROPERTY ADDRESS Registered Yes Ves	- 1 1 1 1	
Signature RESIDENCE ADDRESS (If Different) Pro Landowner Yes		
Print Name Print Name PROPERTY ADDRESS Across Regionred Yes No		
Signature RESIDENCE ADDRESS (If Different) Pro	Ase Sweeze	
Print Name Print Name PROPERTY ADDRESS Proper		
Signature RESIDENCE ADDRESS (If Different) No Pro	- 13 8 8 2	_

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that of			
State of California	³ San Mateo))
On September	19, 2022	_ before me,	J. A. Taylor, Notary Public (insert name and title of the officer)
personally appea	lohn F. B	arg and Kath	herine S. Barg
who proved to me subscribed to the his/her/their author person(s), or the	e on the basis of within instrumend capacity (identity upon behand)	satisfactory ent and acknownes), and that ball of which the	evidence to be the person(s) whose name(s) is are wledged to me that he she they executed the same in by his hear their signature(s) on the instrument the person(s) acted, executed the instrument. the laws of the State of California that the foregoing
WITNESS my har		al.	J. A. TAYLOR COMM. #2304700 NOTARY PUBLIC - CALIFORNIA SAN MATEO COUNTY My Comm. Exp. Sep. 12, 2023 (Seal)

EXHIBIT A

11/28/2022 Item #4.

Security Deposit Special District Formation of	r Reo	rganization				rev 01/18 ORS 198.775
Formation	A	nnexation	☐ Witho	Irawal		Dissolution
District and Precinct Information						
Name of District	-ore	ist acru	20			
Number of Precincts in District		Amount of Dep	osit per Precinct	Total Deposit (m		000)
				\$10	0=	
Chief Petitioners						
I/We hereby declare if the costs of the	attempt	ted formation ann	exation, withdrawal o	r dissolution of		
River Forest (district	exceeds the
deposit, I/we will pay to the county tre	asurer th	ne amount of the	excess cost (ORS 198.7	775)		
Name print Chris McJ	lod		Signature	Nelle		
Residence 55000 Italia	r)	Dr.	Mailing Address if d	ifferent		
City Bend	State	Zip Code	City		State	Zip Code
Amount of Contribution/Value of Sec	ured Dep	osit	Kind of Contribution	on*	()	wck 152
#100-			☐ Cash	☐ Bond	Ot	her Security Deposit
Name print			Signature			
Residence			Mailing Address if d	lifferent		
City	State	Zip Code	City		State	Zip Code
Amount of Contribution/Value of Sec	ured Dep	oosit	Kind of Contribution	on*		
			☐ Cash	☐ Bond	☐ Ot	her Security Deposit
Name print			Signature		Vi	
Residence			Mailing Address if o	lifferent		
City	State	Zip Code	City		State	Zip Code

Kind of Contribution*

☐ Cash

☐ Bond

Amount of Contribution/Value of Secured Deposit

Other Security Deposit

EXHIBATIBIT A'A" 54820 Forest La Page 1

Deschutes County Official Records 2015-017456

05/12/2015 08:11:21 AM

Stn=4 BN

\$25.00 \$11.00 \$20.00 \$10.00 \$6.00

\$21.00

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk

Nancy Blankenship - County Clerk

After Recording, Send To: Whowh John & Wolferman Barg 54020 Forest Ln Bend Of 91707 Grantee(s) Tax-Mailing Address: 54820 Forest Lane, Bend, OR 97707

Commitment Number: 15311800

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER BNT-15311900 211003A010200

QUITCLAIM DEED

John F. Barg and Katherine S. Barg, husband and wife, hereinafter grantors, whose taxmailing address is 54820 Forest Lane, Bend, OR 97707, for \$0.00 (Zero Dollar and Zero Cents) and as a gift in consideration paid, grant and quitclaim to John F. Barg and Katherine S. Barg, Trustees of the Second Amendment to and Restatement of Declaration of Trust of the Barg Family Trust, dated February 26, 2014, hereinafter grantee, whose tax mailing address is 54820 Forest Lane, Bend, OR 97707, with quitclaim covenants, all right, title, interest and claim to the following land in the following real property:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Deschutes, STATE OF Oregon, AND IS DESCRIBED AS FOLLOWS: BEING A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER NORTHEAST

EXHIB PYFIBIT AA"

QUARTER (NW1/4NE1/4), SECTION THREE (3), TOWNSHIP TWENTY-ONE (21)

SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN/ DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER TO SECTION 3, TOWNSHIP 21 SOUTH, RANGE 10, EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 89°59'47" EAST, 997.30 FEET ALONG THE NORTH LINE OF SAID SECTION 3, TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°51'03" WEST, 322.13 FEET; THENCE NORTH 89°59'12" EAST, 332.43 FEET; THENCE SOUTH 00°51'05" EAST, 322.23 FEET TO THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 1°00'47" EAST, 696.51 FEET TO THE SOUTH BANK OF FALL RIVER; THENCE ALONG THE SOUTH BANK OF FALL RIVER THE FOLLOWING TWO (2) COURSES: SOUTH 69°43'01" WEST, 136.61 FEET; THENCE NORTH 84°40'35" WEST, 210.14 FEET; THENCE LEAVING SAID SOUTH BANK OF FALL RIVER NORTH 00°36'31" WEST, 694.32 FEET TO THE SOUTHERLY RIGHT OF WAY OF A 60.00 FOOT ROAD EASEMENT; THENCE NORTH 00°00'13" WEST, 30.00 FEET TO THE TRUE POINT OF BEGINNING.

Property Address is: 54820 Forest Lane, Bend, OR 97707

The real property described above is conveyed subject to and with the benefit of: All easements, covenants, conditions and restrictions of record; in so far as in force applicable.

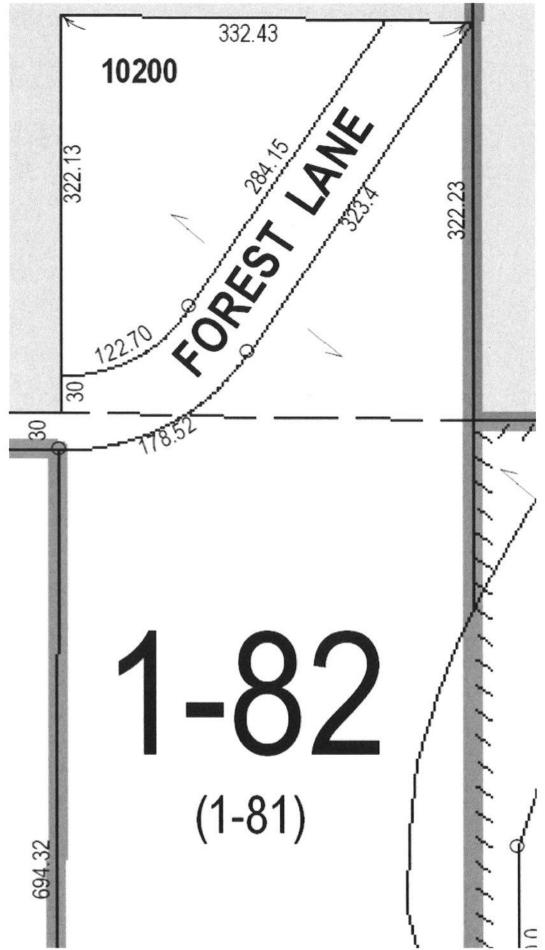
The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantors, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.


EEXHIBIT ÁL "B" 54820 Forest La







11/28/2/022 Newn #4.



21



County Clerk

Petition for Annexation to River Forest Acres Special Road District 54820 Forest Ln, Bend Taxlot 211003A010200

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

Dated this 6th day of November, 2022.

Steve Dennison

Deschutes County Clerk



DESCHUTES COUNTY ASSESSOR'S OFFICE CARTOGRAPHY DEPARTMENT

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

Office: (541) 388-6508 | Fax: (541) 382-1692 Website: https://www.deschutes.org/assessor Property Info: https://dial.deschutes.org/

November 4, 2022
Steve Dennison
Deschutes County Clerk
Re: River Forest Acres Road District (Barg Family Trust)
Please be advised the attached petition meets the requirements of ORS 198.
Sincerely, Gregg Pressi
Gregg Rossi Chief Cartographer Deschutes County Assessor's Office, Cartography Dept.

1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692

EXHIBIT C 11/28/2022 Item #4.



COMMUNITY DEVELOPMENT

TO: Deschutes County Board of Commissioners

FROM: Will Groves, Planning Manager

DATE: November 3, 2022

SUBJECT: Land Use Compatibility, 54820 Forest Lane, River Forest Acres Special Road District

Annexation

The materials contained in the petition propose to annex lands to the River Forest Acres Special Road District.

This annexation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address this annexation¹.

¹ Policy 3.6.1 "encourages the formation of special service districts to serve rural needs rather than have the County serve those needs."



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Lee Hellmuth annexation into River Forest Acres Special Road District

ORDER NO. 2022-061

*

WHEREAS, Lee Hellmuth ("Petitioner") submitted a petition requesting annexation of the property, identified in Exhibit A in the petition attached to this Order, into River Forest Acres Special Road District ("District"); and

WHEREAS, either the Deschutes County Clerk's Office and/or Assessor's Office verified that the petition was signed by a registered voter or a landowner, respectively, for the property as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department determined the petition is consistent with the Deschutes County Comprehensive Plan, as described in Exhibit C in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on November 28, 2022, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

- Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.
- Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.
- Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.

Section 3. The purpose of this District is to provide road services.

Dated this day of, 2022.	BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
	PATTI ADAIR, CHAIR
	ANTHONY DeBONE, VICE CHAIR
ATTEST:	
Recording Secretary	PHIL CHANG, COMMISSIONER

PETITION TO ANNEX PROPERTY INTO RIVER FOREST ACRES

(Name of District)

To: The Board of County Commissioners, Deschutes	s County,	Oregon
--	-----------	--------

The undersigned, in support of this Petition, state as follows: This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 8-1-22 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into ____ River Sprest Ures ____ (name of district), Deschutes County, Oregon. 2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city The Board of KIVEL DAOS (name of district) approved the petition pursuant to ORS 198.850 on _______ (insert date). 3. The Board of Diver Folest augs (name of district) is ORS 4. The principal act for reference required, see ORS 198.010 for listing of appropriate principal act) 5. The territory subject to this Petition for Annexation is primarily (inhabited) uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the day of, 20 . The property street address(es) of land for annexation (if known) is/are 54795 Forest Lo and the total acreage . A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B". This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed. 8. A security deposit form and payment is attached to this petition. Signed this 7 day of September, 2022 by Lee Hellmuth, Chief Petitioner(s). DATED this ___ day of _____,20_ Approved by the Board of (if applicable) Approved by City of River Forest Name of District Muso District Signature City Signature

rev 05/17
Deschutes County Legal Counsel, 1300 N.W, Wall St., Ste. 205, Bend, OR 97703; FAX 541-617-4748; legalcounsel@deschutes.org

Title:

(Print Name)

Title:

PETITION TO ANNEX PROPERTY INTO RIVE FOREST HERES (Name of District)

The Board of County Commissioners, Deschutes County, Oregon To:

	to the Dalling state of follows:							
The	e undersigned, in support of this Petition, state as follows:							
1.	This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 8-1-22 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into							
	This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.							
	The Board of River Forest (Cros (name of district) approved the petition pursuant to ORS 198.850 on (insert date).							
4.	The principal act for RNU FOVEST QUIS (name of district) is ORS							
	(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)							
5.	The territory subject to this Petition for Annexation is primarily inhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the day of, 20							
6.	The property street address(es) of land for annexation (if known) is/are 54755 Forest Annual and the total acreage							
	is A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".							
7.	This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.							
8.	A security deposit form and payment is attached to this petition.							
Sin	ned this I down Seat when 202 by Lee Hellmuth Chief Petitioner(s)							
Olg J	ned this 7 day of <u>September</u> , 2023 by <u>Lee Hellmuth</u> , Chief Petitioner(s). Lee Hollmuth 54755 Forest Lane, Bend, Une pornature Address, City, State, ZIP 97707							
Sig	nature Address, City, State, ZIP 97707							
	mad C 1 1 1 22							
DA	TED this Day of Septembo20 22 DATED this day of,20							
App	proved by the Board of Cores (if applicable) Approved by City of							
Nar	ne of District Children							
Bv:	city Signature City Signature							
	(Print Name)							
Title	E: Secretary (Print Name) Title:							

rev 05/17

Deschutes County Legal Counsel, 1300 N.W, Wall St., Stc. 205, Bend, OR 97703; FAX 541-617-4748; legalcounsel@deschutes.org

PETITION TO ANNEX PROPERTY INTO RIVER FOREST ACRES (Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state	e as follows:				
(date) and Petitioners request the Board	commence proceedings to annex the territory (name of district),				
limits.	schutes County and is not in any incorporated city				
approved the petition pursuant to ORS 198.8					
4. The principal act for River Form					
(Proper statutory reference required, see ORS 198.010 for list	ting of appropriate principal act)				
one). This petition is signed by land owners annexed as indicated opposite their respector after theday of					
	annexation (if known) is/are				
 This Petition has been signed by at least 15 number is lesser, registered in the area p 	5 percent of the electors, or 100 electors whichever roposed to be annexed; or at least 15 owners or never is greater) within the area proposed to be				
8. A security deposit form and payment is attac	ched to this petition.				
Signed this 7 day of September, 2022 b	by <u>Lee Hellmuth</u> , Chief Petitioner(s). 54755 Forcest Lane, Bench, Oregor ddress, City, State, ZIP 97707				
Lee I Lellund	547.55 Forest lane Bench Depart				
Signature	ddress, City, State, ZIP 97707				
DATED this 22 day of September, 2022	DATED this day of,20				
Approved by the Board of	(if applicable) Approved by City of				
Name of District					
District Signature By: Walled	City Signature				
(Print Name)	Ву:				
Title: Secretary	(Print Name)				

rev 05/17

Deschutes County Legal Counsel, 1300 N.W, Wall St., Ste. 205, Bend, OR 97703; FAX 541-617-4748; legalcounsel@deschutes.org

Withdrawal M Annexation

NAME OF DISTRICT:


Security Deposit Special District Formation	on or Reor	ganization				SEL 704 rev 01/18 ORS 198.775	
Formation			ndrawal	Dissolution			
District and Precinct Information		St ach	00				
River Forest Acro			posit per Precinct	1	(max of \$10,	nax of \$10,000)	
Chief Petitioners I/We hereby declare if the costs River Fore?	st acros	Special	Road Dis	thick	distric	t exceeds the	
Name print Chris M			Signature	Mehe			
Residence 55000 Wal	lard	Qr.	Mailing Address i	f different			
City Bench	State QR	Zip Code	City		State	Zip Code	
Amount of Contribution/Value of Secured Deposit			Kind of Contribution* Cash Bond Other Security Deposit				
Name print			Signature				
Residence			Mailing Address	f different			
City	State	Zip Code	City		State	Zip Code	
Amount of Contribution/Value	of Secured Dep	oosit	Kind of Contribu	tion*		ther Security Deposit	
Name print			Signature				
Residence			Mailing Address	if different	ann ann an Aire		
City	State	Zip Code	City		State	Zip Code	
Amount of Contribution/Value	of Secured De	posit	Kind of Contribu	ition*			

Cash

☐ Bond

Continued on the reverse side of this form

Other Security Deposit



[

EXHIBIT A

After recording return to:

Lee Roy Hellmuth and Donna Shoupe 16534 Las Casas Pl Pacific Palisades, CA 90272

Mail all tax statements to:

Lee Roy Hellmuth and Donna Shoupe, Trustees The Shoupe/Hellmuth Living Trust 16534 Las Casas Pl Pacific Palisades, CA 90272 Deschutes County Official Records Nancy Blankenship, County Clerk

2018-13158



\$53.00

04/02/2018 11:09:33 AM

D-D Cnt=1 Stn=1 BN \$5.00 \$11.00 \$21.00 \$10.00 \$6.00

STATUTORY BARGAIN AND SALE DEED

GRANTOR:

Lee Roy Hellmuth and Donna Shoupe, who took title as Donna Shoupe Hellmuth, husband and wife

GRANTEE:

Lee Roy Hellmuth and Donna Shoupe, Trustees of the Shoupe/Hellmuth Living Trust U/T/A dated

3/22/2018

Grantor conveys to Grantee the following described real property, subject to all encumbrances of record:

That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Three (3), Township Twenty-one (21) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Quarter corner between Section Thirty-four (34), Township Twenty (20) South, Range Ten (10), East of the Willamette Meridian, and Section 3, Township 21 South, Range 10, East of the Willamette Meridian, being the Northwest corner of the NW1/4NE1/4 of said Section 3; thence Easterly along the North line of said Section 3 - 330 feet; thence due South, a distance of 345 feet, more or less, to the South bank of Fall River; thence Northwesterly along the South bank of Fall River to the West line of the NW1/4NE1/4 of said Section 3; thence Northerly along said quarter section line to the point of beginning.

The true consideration for this conveyance is: none (Estate planning).

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

Lee Roy Hellmuth

STATE OF OREGON County of Deschutes

Donna Shoupe

This instrument was acknowledged before me on March 30, 2018, by Lee Roy Hellmuth and Donna Shoupe AKA Donna Shoupe Hellmuth, as Grantors.

OFFICIAL STAMP
BRIAN THOMAS HEMPHILL
NOTARY PUBLIC-OREGON
COMMISSION NO. 964702
MY COMMISSION EXPIRES JULY 23, 2021

Notary Public – State of Oregon

\$53.00

2018-13159

After recording return to:

Lee Roy Hellmuth and Donna Shoupe 16534 Las Casas Pl Pacific Palisades, CA 90272

Mail all tax statements to:

Lee Roy Hellmuth and Donna Shoupe, Trustees The Shoupe/Hellmuth Living Trust 16534 Las Casas Pl Pacific Palisades, CA 90272 Deschutes County Official Records Nancy Blankenship, County Clerk

D-D Cnt=1 Stn=1 BN \$5.00 \$11.00 \$21.00 \$10.00 \$6.00 04/02/2018 11:09:33 AM

STATUTORY BARGAIN AND SALE DEED

GRANTOR:

Lee Roy Hellmuth

GRANTEE:

Lee Roy Hellmuth and Donna Shoupe, Trustees of the Shoupe/Hellmuth Living Trust U/T/A dated

3/22/2018

Grantor conveys to Grantee the following described real property, subject to all encumbrances of record:

That part of the Southwest Quarter of the Southeast Quarter (SWI/4 SEI/4) of Section Thirty-four (34), Township Twenty (20) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon and that part of the Northwest Quarter of the Northeast Quarter (NWI/4 NEI/4) of Section Three (3), Township Twenty-one (21) South, Range Ten (10), East of the Willamette Meridian described as follows:

COMMENCING at the quarter corner between said Sections 34 and 3, being the Northwest corner of the said NWI/4 NEI/4 of Section 3; thence Easterly along the North boundary of said Section 3, a distance of 330 feet to a point of beginning; thence Easterly along the said North boundary of said Section 3, a distance of 660 feet; thence due North, a distance of 330 feet; thence due East a distance of 330 feet, more or less, to the East line of the said SWI/4 SEI/4 of Section 34; thence Southerly along said East boundary of the SWI/4 SEI/4 of Section 34, and the East boundary of the NWI/4 NEI/4 of Section 3, a distance of 1,000 feet, more or less, to the South bank of Fall and Deschutes River; thence generally Westerly along the South bank of Fall River to a point due South of the point of beginning; thence due North to the point of beginning.

EXCEPTING AND RESERVING to the United States of America all minerals including source materials as the same are defined by the Act of August 1, 1946 (Public Law 585, 79th Congress) whether or not of commercial value, together with the right of the United States, through its authorized agents or representatives at any time to enter upon the land, prospect for, mine or remove the land, making just compensation for any damage or any injury occasioned thereby to the subject land or improvements thereon. The above mineral reservation pertains to the following described property: Township 21 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon: Section 3: The NWI/4 of the NE1/4 of Lot 2 and the NEI/4 of the NWI/4 of Lot 2.

The true consideration for this conveyance is: none (Estate planning).

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

Lee Hellmuth

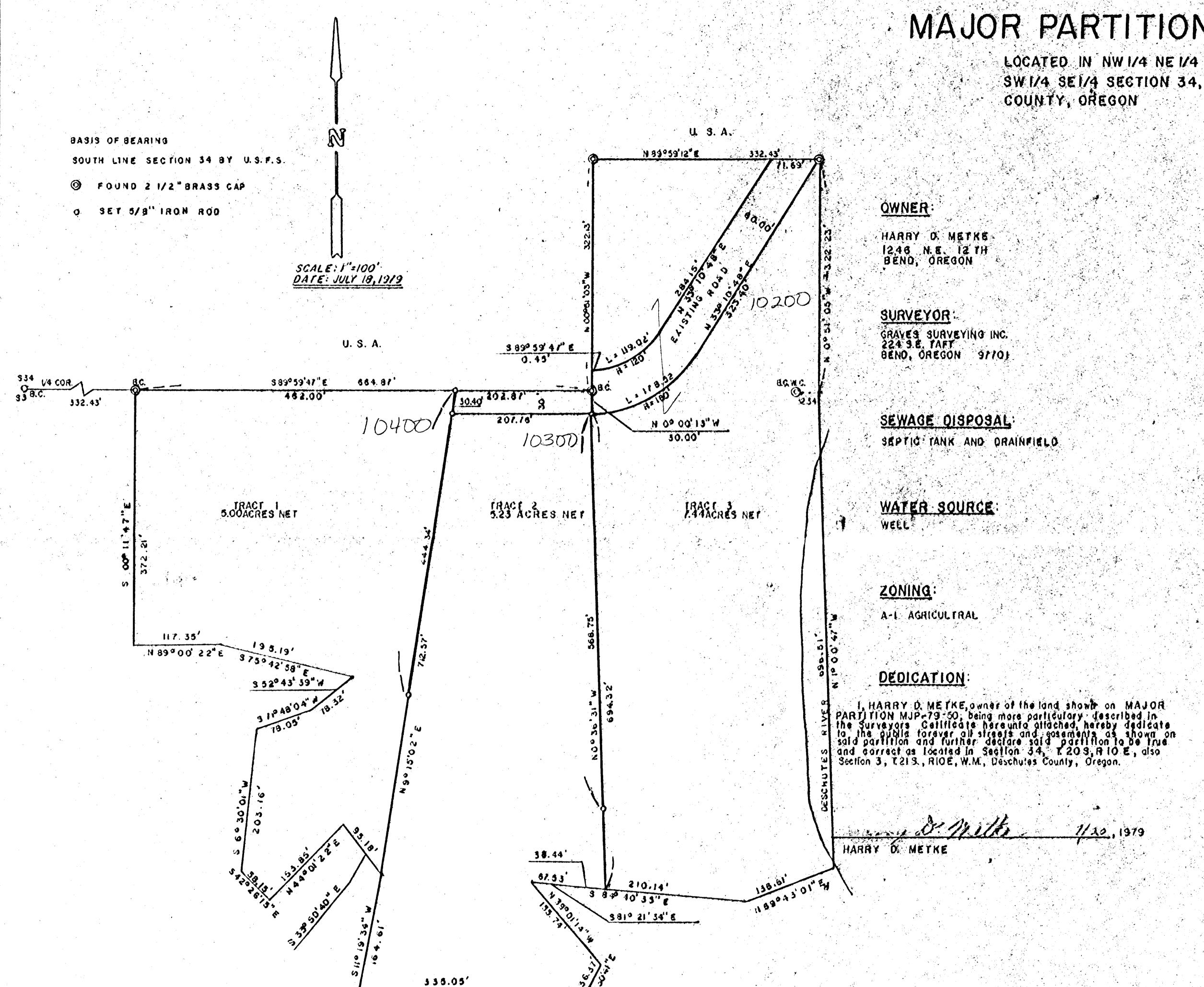
STATE OF OREGON County of Deschutes

This instrument was acknowledged before me on March 30, 2018, by Lee Hellmuth, as Grantor,



ellnut

Notary Public – State of Oregon



N 89° 59' 45" E

SOUTH BANK FALL RIVER

MAJOR PARTITION MJP-79-50

LOCATED IN NW 1/4 NE 1/4 SECTION 3, T215, RIOE 8 SWI/4 SEI/4 SECTION 34, T20S, RIOE, W.M., DESCHUTES

21-103A

SURVEYOR'S CERTIFICATE:

PAVID E. SCOTT, a registered land surveyor in the State of Oregon, being first duly sworn; depose and say that t have correctly surveyed and marked with legal manuments the land represented an MAJOH PARTITION MJP-19-50 and that the property partitioned is further described as follows:

Being all of the SE 1/4 SE 1/4 SE 1/4 SE 1/4 Section 34. Township 20 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon. Also that partion of the Easterly 990 feet of NWI/4 NE 1/4 Section 3. Township 21 South, Range 10 East, Willamette Meridian, Deschutes Caunty, Oregon, lying Northerly of 3. bank Fall River. Containing 17. 4 Acres More or Less.

ULS. NO. 1844

PHORE BRIONAL LAMO SURVEYOR

David & Scott DAVIDE SCOTT

APPROVALS:

DESCHULES COUNTY SURVEYOR BY JEFFERSON CO. SURVEYOR



County Clerk

Petition for Annexation to River Forest Acres Special Road District 54795 Forest Ln, Bend Taxlot 211003A010400

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

Dated this 6th day of November, 2022.

Steve Dennison

Deschutes County Clerk



County Clerk

Petition for Annexation to River Forest Acres Special Road District 54755 Forest Ln, Bend Taxlot 211003A010500

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

Dated this 6th day of November, 2022.

Steve Dennison

Deschutes County Clerk



County Clerk

Petition for Annexation to River Forest Acres Special Road District 54800 Forest Ln, Bend Taxlot 211003A010300

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

Dated this 6th day of November, 2022.

Steve Dennison

Deschutes County Clerk



DESCHUTES COUNTY ASSESSOR'S OFFICE CARTOGRAPHY DEPARTMENT

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

Office: (541) 388-6508 | Fax: (541) 382-1692 Website: https://www.deschutes.org/assessor Property Info: https://dial.deschutes.org/

November 4, 2022
November 4, 2022
Steve Dennison
Deschutes County Clerk
Re: River Forest Acres Road District (Shoupe/Hellmuth Living Trust)
Please be advised the attached petition meets the requirements of ORS 198.
Sincerely,
Gregg Ressi
Gregg Rossi Chief Cartographer Deschutes County Assessor's Office, Cartography Dept.
1300 NW Wall St. Suite 204 Bend, Oregon 97703 PO Box 6005 Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692

EXHIBIT C 11/28/2022 Item #4.



COMMUNITY DEVELOPMENT

TO: Deschutes County Board of Commissioners

FROM: Will Groves, Planning Manager

DATE: November 3, 2022

SUBJECT: Land Use Compatibility, 54795 Forest Lane, 54755 Forest Lane, 54800 Forest Lane,

River Forest Acres Special Road District Annexation

The materials contained in the petition propose to annex lands to the River Forest Acres Special Road District.

This annexation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address this annexation¹.

¹ Policy 3.6.1 "encourages the formation of special service districts to serve rural needs rather than have the County serve those needs."



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Public Hearing and Order Considering City of Bend annexation to Bend Park &

Recreation District

RECOMMENDED MOTION:

Move approval of Board signatures of Order No. 2022-063, approving the request from the City of Bend to annex 2.4 acres northwest of NE 18th Street and south of Cooley Road into the Bend Park & Recreation District.

BACKGROUND AND POLICY IMPLICATIONS:

The City of Bend filed a petition to annex property into Bend Park & Recreation District. The City and District both approved the petition. The Assessor's Office certified the petition. The Oregon Department of Revenue issued preliminary approval.

BUDGET IMPACTS:

None

ATTENDANCE:

David Doyle, Legal



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving City of Bend annexation into Bend Park & Recreation District

OBBER

ORDER NO. 2022-063

*

WHEREAS, the City of Bend ("Petitioner") submitted a petition requesting annexation of the property, identified in Exhibit A in the petition attached to this Order, into Bend Park & Recreation District ("District"); and

WHEREAS, the Oregon Department of Revenue issued preliminary approval of the map and legal description as indicated in Exhibit A in the petition attached to this Order; and

WHEREAS, the Deschutes County Assessor's Office verified that the petition was signed by the landowners for the property as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on November 28, 2022, to determine whether the affected area would benefit by annexation of said territory into the District; now, therefore

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

- Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.
- Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.
- Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.

<u>Section 3.</u> The purpose of this District is to provide park and recreation services.

Dated this day of, 2022.	BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
	PATTI ADAIR, CHAIR
	ANTHONY DeBONE, VICE CHAIR
ATTEST:	
Recording Secretary	PHIL CHANG, COMMISSIONER

PETITION TO ANNEX PROPERTY INTO Bend Park and Recreation District

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1.	1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 11 /1 /2022 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Bend Park and Recreation District (name of district), Deschutes County, Oregon.									
2.	This Petition for Annexation affects only Des	chutes County.								
3.	The Board of <u>Bend Park and Recreation</u> approved the petition pursuant to ORS 198.850									
4.	The principal act forBend Park and Recreat 266.010	tion District (name of district) is ORS								
	(Proper statutory reference required, see ORS 198.010 for listing	of appropriate principal act)								
5.	one). This petition is signed by land owners ar	exation is primarily inhabited <u>uninhabited</u> circle ad/or registered voters in the area proposed to be e signature, and all signatures were obtained on 022								
6.	The property street address(es) of land for an	nexation (if known) is/are								
		and the total acreage boundaries of the territory to be annexed is								
7.	number is lesser, registered in the area prop	percent of the electors, or 100 electors whichever posed to be annexed; or at least 15 owners or ver is greater) within the area proposed to be								
8.	A security deposit form and payment is attached	ed to this petition.								
		10 NW Wall Street, Bend OR 97703								
Sig	nature Add	ress, City, State, ZIP								
DA	TED this <u>//</u> day of <u>2</u> 7 ,20 <u>2</u>	DATED this Withday of September ,2022								
Nar Dist	proved by the Board of end Park and Recreation District me of District trict Signature Don Horton (Print Name)	City Signature By: Ger K. A. S.								
Title	e: Executive Director	By: Eli Kin - (Print Name) Title: MANGEER								

rev 05/17

Deschutes County Legal Counsel, 1300 N.W, Wall St., Ste. 205, Bend, OR 97703; FAX 541-617-4748; legalcounsel@deschutes.org

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Signature	Print Name		Signature	Print Name		Signature	Print Name		Signature	Print Name		Signature)	1611	Print Napre	Tweedfam Investments LLC		PRINT NAME
	Date			Date	Date					Date				Date Date			DATE SIGNED
RESIDENCE ADDRESS (If Different)	PROPERTY ADDRESS		RESIDENCE ADDRESS (If Different)	PROPERTY ADDRESS		RESIDENCE ADDRESS (If Different)	PROPERTY ADDRESS		RESIDENCE ADDRESS (If Different)	PROPERTY ADDRESS		RESIDENCE ADDRESS (If Different)	63026 LONG-MEADOW Dr. Bend, DR #200	PROPERTY ADDRESS	20835 Cooley Rd. Bend, OR		PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)
Pre	Acreage Registered Voter Yes	Yes	Pre	Acreage Registered Voter Yes	Yes No	Pre	Acreage Registered Voter Yes	Yes	Pre	Acreage Registered Voter Yes	Yes	Pre	Yes	Acreage Registered Voter	Yes	VOTER IN THE PROPOSED TERRITORY	LANDOWNER IN THE PROPOSED TERRITORY/
I, _	I,, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature:																
Su No	County of Deschates State of Ovegon SUBSCRIBED AND SWORN before me this 4th day of October , 2022 Notary Public for Oregon Time Kary October My Commission Expires: 10 3/2023 Signature Commission Expires: 10 3/2023 OFFICIAL STAMP NOTARY PUBLIC OREGON COMMISSION NO. 992440 MY COMMISSION EXPIRES OCTOBER 7, 2023																

		(A			4			w				2			,			******************	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Signature	Print Name		Signature	Print Name		Signature	Print Name		Signature	(2)	Print Name	City of Bend	Signature	Print Name				PR	NAME OF DISTRICT:
																		PRINT NAME	CT: Bend Park and Recreation District
	Date			Date			Date			Date	09/2//2022			Date				SIGNED	tion Dist
RESIDENCE ADDRESS (If Different)	PROPERTY ADDRESS		RESIDENCE ADDRESS (If Different)	PROPERTY ADDRESS		RESIDENCE ADDRESS (If Different)	PROPERTY ADDRESS		RESIDENCE ADDRESS (If Different)	710 NW Wall Street, Bend, OR 97703	PROPERTY ADDRESS	20895 Cooley Road, Bend, OR 97701	RESIDENCE ADDRESS (If Different)	PROPERTY ADDRESS			(li Different)	RESIDENCE ADDRESS	rict
Pre	Acreage Registered Voter Yes	Yes	Pre	Acreage Registered Voter Yes No	Landowner Yes No	Pre	Acreage Registered Voter Yes	Yes	Pre	Yes X	Acreage 2.77	Landowner Yes X No	Pre	Acreage Registered Voter Yes	Yes No	THE PROPOSED TERRITORY	TERRITORY/ REGISTERED	IN THE PROPOSED	Withdrawal ×
I, _	I, Branda Minous, certify that a circulated this petition, and every person who signed this petition did so in my presence. Signature: County of Deschutes State of Oragon								Annex										
St	County of Deschutes State of Oregon SUBSCRIBED AND SWORN before me this 28 day of September 2022 Notary Public for Oregon Meghan GOSS My Commission Expires: 11/14/7022																		
Si	gnature _	43	<u>\</u>	\\/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\				_			<u>(a</u>	ffix no	tary	1	COMIN	NC CC	MEGH TARY MMIS	AN E PUBL SION	STAMP LC. GOSS IC-OREGON NO. 981386A /EMBER 14, 2022

Boundary Change Preliminary Review



Cadastral Information Systems Unit PO Box 14380 Salem, OR 97309-5075 fax 503-945-8737 boundary.changes@dor.oregon.gov

Bend Park & Recreation District 799 SW Columbia St Bend OR 97702

October 26, 2022

Documents received: 10/12/2022

From: Henry Stroud

This letter is to inform you that the Description and Map for your planned Annexation to Bend Park & Recreation District (N 80' NW 1/4 NW 1/4 Sec 15 T17S R12E WM) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

Please include an Assessors map in the final filling

If you have any questions please contact Robert Ayers, 503-983-3032

AYERS Robert A * DOR

From: Henry Stroud <HenryS@bendparksandrec.org>

Sent: Wednesday, October 12, 2022 9:11 AM

To: Boundary Changes * DOR

Cc: Pauline Word

Subject: Bend Park District Annexation - Preliminary Map Review

Attachments: Exhibit A.pdf; Exhibit B.pdf

Hi,

We are requesting a preliminary review of a proposed boundary change/annexation petition map in Deschutes County. I have attached the property description and map for your review. We are working with the City of Bend to petition for area be added to the <u>Bend Park & Recreation District</u> boundary.

Please feel free to reach out to me directly with any questions.

Thank you,

Henry Stroud, AICP, Planner

direct: (541) 706-6155 | main: (541) 389-7275

email: henrys@bendparksandrec.org

Bend Park & Recreation District Office, 799 SW Columbia St., Bend, OR 97702

www.bendparksandrec.org



Exhibit A Annexation Area Legal Description

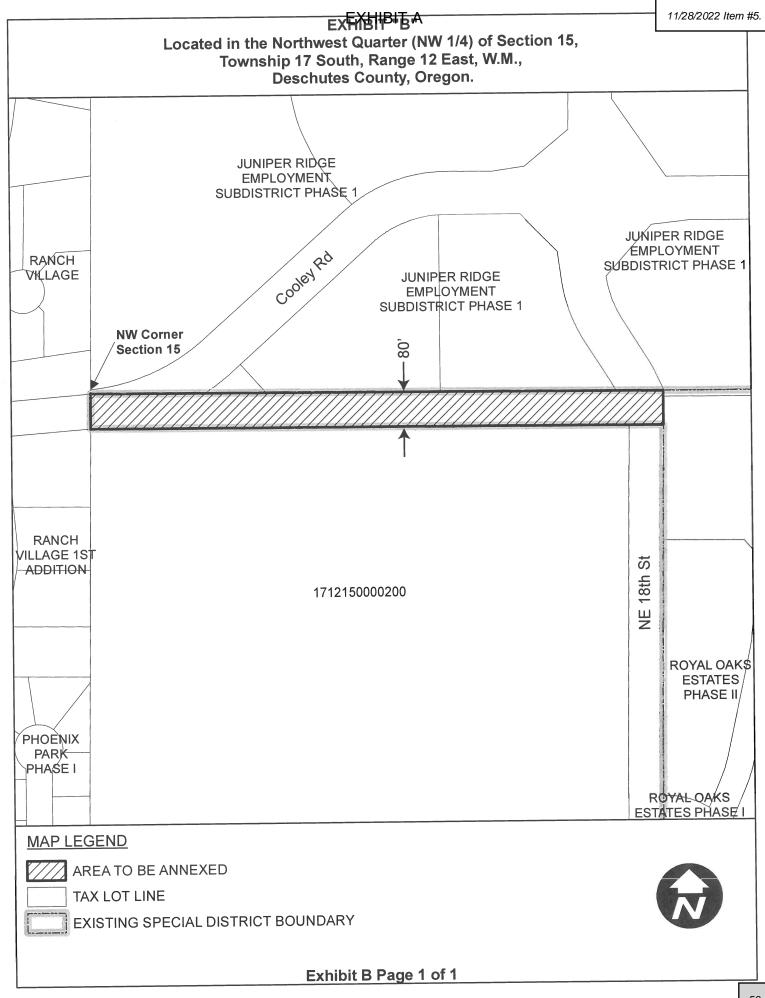
The northerly 80 feet of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 15, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon.

REGISTERED PROFESSIONAL LAND SURVEYOR

10/30/21

OREGON JULY 10, 2007 PATRICK GAGE COLE 79157

EXPIRES: 12/31/21





DESCHUTES COUNTY ASSESSOR'S OFFICE CARTOGRAPHY DEPARTMENT

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

Office: (541) 388-6508 | Fax: (541) 382-1692 Website: https://www.deschutes.org/assessor Property Info: https://dial.deschutes.org/

October 17, 2022
Steve Dennison
Deschutes County Clerk
Re: Petition for Bend Park & Recreation District (Tweedfam Investments LLC & City of Bend)
Please be advised the attached petition meets the requirements of ORS 198.
Sincerely, Gregg Ressi
Gregg Rossi Chief Cartographer Deschutes County Assessor's Office, Cartography Dept.

1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Request approval to accept Oregon Health Authority grant funding and authorization to convert two limited duration FTEs to regular for the Public Health Early Intervention Services and Outreach Program

RECOMMENDED MOTIONS:

- 1) Move approval to accept Oregon Health Authority's Early Intervention Services and Outreach funding.
- 2) Move approval of Resolution No. 2022-075 to convert 2.0 limited duration FTEs to regular FTE positions within the Health Services Fund.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Public Health's Early Intervention Services and Outreach (EISO) program is funded through the Oregon Health Authority (OHA). The program supports STD/HIV testing and disease intervention, health literacy and education, prevention activities, and connections and access to care in the tri-county area. The program operates on a calendar-year (CY) basis and current funding from OHA runs through December 31, 2022.

OHA has awarded Deschutes County Health Services \$1,900,000 for the term January 1, 2023 through June 30, 2027. These funds will support the continuation of the Deschutes County Public Health's EISO program. OHA is intending to convert the program to Program Element (PE) 73. The award letter is attached. The intergovernmental agreement will be forthcoming.

On the assurance of funding from OHA, Health Services is requesting approval to accept the funding and convert two current limited duration FTE positions to regular FTE positions effective January 1, 2023. EISO funding will cover 0.7 FTE of the Community Health Specialist II position and 0.8 of the Public Health Nurse II. (The remainder of these positions are paid through PE 07 (HIV) and PE 01 (Communicable Disease), respectively.) Health Services is recommending that these positions be regular instead of limited duration because EISO funding will be converting to an ongoing program Element, PE 73. However, should funding no longer support the increase in the position, DCHS will consider the future of these positions within the budgeting process.

BUDGET IMPACTS: Revenue of \$1,900,000 from January 1, 2023 through June 30, 2027. The estimated cost for six months of a 1.00 Community Health Specialist II position and a

11/28/2022 Item #6.

1.00 Public Health Nurse II position is \$54,300 and \$48,300, respectively. No additional appropriation is necessary in the Health Services Fund.

ATTENDANCE:

Rita Bacho, Program Manager, Public Health Advancement and Protection Kathy Christensen, Health Services Supervisor, Advancement and Protections Dan Emerson, Budget Manager REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution to Increase FTE Within the 2022-23

* RESOLUTION NO. 2022-075

Deschutes County Budget *

WHEREAS, the Deschutes County Health Services department presented to the Board of County Commissioners on 11/28/2022, with regards to converting 1.00 Community Health Specialist II and 1.00 Public Health Nurse II limited duration FTE to 2.00 regular FTE, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

<u>Section 1.</u> That the following FTE be converted from limited duration to regular:

Job Class	Position	Type	Duration if Limited	FTE
	Number		Duration	
Community Health Specialist II	2545	Conversion of 1.00 limited		1
(1158)		duration to regular duration		
Public Health Nurse II (1151)	2931	Conversion of 1.00 limited		1
		duration to regular duration		
Total FTE				-

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.									
DATED this day of	of November 2022.								
	BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON								
	PATTI ADAIR, Chair								
ATTEST:	ANTHONY DEBONE, Vice-Chair								
Recording Secretary	PHIL CHANG, Commissioner								



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Authorization to apply for PacficSource Behavioral Health Workforce Diversity

grant

RECOMMENDED MOTION:

Move approval to authorize the application for a PacificSource Behavioral Health Workforce Diversity grant.

BACKGROUND AND POLICY IMPLICATIONS:

Pacificsource is extending one-time, non-competitive funding to a limited number of behavioral health (BH) providers and has made \$147,595.40 available to Deschutes County Health Services. The goal of this funding is to diversify the workforce so that PacificSource members have increased access to BH providers who are more reflective of the cultures and languages of PacificSource members.

Quality incentive metrics (QIMs) for Central Oregon include a required metric related to improving language access for members. This has increased demand for language services within Health Services. In addition, PacificSource members who reside in Oregon and who are Black, Indigenous, or People of Color (BIPOC), or who speak languages other than English, engage in BH services at lower rates compared to white and English-speaking members. Increasing access to a diverse workforce which reflects member race/ethnic, cultural background and language needs is an evidence-based strategy known to reduce health disparities and is a key workforce development priority for PacificSource. At this time, the largest need is for additional Latinx and Spanish-speaking BH providers.

The aim of the PacificSource BH Workforce Diversity funds are to:

- Retain culturally and linguistically diverse BH providers;
- Decrease BH service utilization gaps for BIPOC and non-English speaking members;
- Improve member experience in BH care for BIPOC and non-English speaking members; and
- Improve diverse BH provider experience in providing services and/or working in BH settings.

If approved, DCHS intends to use the funds for staff training and to increase access to BH services for our BIPOC and non-English speaking communities. The department would hire

a temporary, 20 hour/week Language Access Liaison who would: provide translations and in-person interpreting, coordinate interpreting/translations with vendors, implement consistent processes to be compliant with HB requirements, and collaborate with the Language Access Coordinator to identify service area needs and solutions. To increase access to services, the department would contract for interpreter services and increase our contract with Promotoras de Salud to reduce barriers and increase engagement through culturally and linguistically-specific communication and outreach material for our Latinx and Spanish-speaking populations. Additionally, staff would receive training on working with interpreters and serving the BIPOC community.

The grant term begins December 2022. Reporting requirements are as follows: a virtual check-in meeting is required in March 2023, a progress report in June 2023 and a final report in October 2023.

BUDGET IMPACTS:

\$147,595.40 revenue.

ATTENDANCE:

Janice Garceau, Director, Health Services Holly Harris, Interim Deputy Director, Health Services



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Consideration of Board Signature for Order No. 2022-068, to Authorize the Sale of Certain County-owned Property by Private Sale

RECOMMENDED MOTION:

Move approval of Board signature of Order No. 2022-068, to authorize the sale of certain County-owned properties by private sale.

BACKGROUND AND POLICY IMPLICATIONS:

On August 24, 2022, the Board authorized the sale of certain real property by Order No. 2022-040. Subsequently, thirteen properties were offered at public auction on Friday, October 7, 2022 and ten sold. On November 7, 2022, the Board approved and confirmed the sale of certain real property offered at public auction by Order No. 2022-062.

In accordance with Oregon Revised Statute (ORS) 275.200, counties may sell unsold property by private sale without further public notice, but not at a price less than the largest amount bid for the property at auction, or, if no bid was made, at a price the county deems reasonable, but no less than 15% of the minimum bid previously set.

Staff is requesting authorization to sell the three remaining properties by private sale at a price no less than the minimum bid allowed post-public auction as outlined in the following table.

Sale ID	Location Map and Tax Lot Number	Minimum Bid at Public Auction	Minimum Bid Allowed Post Public Auction
	17075 Bakersfield Rd,		
	Bend		
2022-07	201012AB03900	\$66,400	\$56,440
	Corner of Silver Fox /		
	Caribou, Bend		
2022-13	211003A008800	\$32,160	\$27,336
	52745 Rainbow Drive,		
	La Pine		
2022-16	211032A003600	\$76,000	\$64,600

BUDGET IMPACTS:

In accordance with ORS 275, sales proceeds are allocated to expenses associated with foreclosed properties and any remaining proceeds would be distributed to the taxing districts at fiscal yearend.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County

Property Manager, Kristie Bollinger as the

Deschutes County Representative to Sell Certain

Real Property by Private Sale and to Sign

Required Documents to Close the Transactions

*

ORDER NO. 2022-068

*

Required Documents to Close the Transactions

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the sale of certain real property by private sale that was previously offered at public auction on October 7, 2022, but did not sell, specifically, 1) 17075 Bakersfield Road, Bend, known as Map and Tax Lot 201012AB03900 for no less than \$56,440, 2) the corner of Silver Fox & Caribou, Bend, known as Map and Tax Lot 21103A008800 for no less than \$27,336, and 3) 52745 Rainbow Drive, La Pine, known as Map and Tax Lot 211032A003600 for no less than \$64,600; and

WHEREAS, Deschutes County offered thirteen properties for sale at public auction on October 7, 2022 and ten properties sold, leaving three unsold; and

WHEREAS, in accordance with Oregon Revised Statute (ORS) 275.220, counties may sell unsold property by private sale without further (legal) notice, but not less than the largest amount bid for the property at auction, or if no bid was made, at a price the county deems reasonable, but not less than 15% of the minimum bid previously set; THEREFORE,

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

<u>Section 1</u>. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative to sell certain real property by private sale described above and to sign the required documents to close the transactions.

SIGNATURES ON FOLLOWING PAGE

Dated this	of	, 2022	BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
			PATTI ADAIR, Chair
ATTEST:			ANTHONY DEBONE, Vice Chair
Recording Secr	retary		PHIL CHANG, Commissioner



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Contract with Youth Villages, Inc. for Intensive In-Home Behavioral Health

Treatment services

RECOMMENDED MOTION:

Move approval of Board Signature of Document No. 2022-813, a contract with Youth Villages, Inc. to provide intensive in-home behavioral health treatment services.

BACKGROUND AND POLICY IMPLICATIONS:

Youth Villages, Inc. is a nonprofit organization dedicated to helping children with emotional and behavioral problems and their families. Its history stretches from 1859, and includes The Christie School and ChristieCare. Youth Villages, Inc. provides intensive in-home, residential, transitional and diversion services.

The Intensive In-Home Behavioral Health Treatment (IIBHT) for children is a program which delivers critical services in a community-based setting to children from infancy through age 20 and their families. Youth Villages, Inc. will offer an array of services including psychiatric services, mental health therapy, care coordination, skills training and peer support services. Clients can access IIBHT whatever their living situation (e.g., foster care, a group home, etc.).

BUDGET IMPACTS:

\$151,150

ATTENDANCE:

Shannon-Brister-Raugust, Program Manager



REVIEWED

LEGAL COUNSEL

DESCHUTES COUNTY SERVICES CONTRACT CONTRACT NO. 2022-813

This Contract is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division, hereinafter referred to as "County", and Youth Villages, Inc., hereinafter referred to as "Provider", collectively referred to as "Party" or "Parties". The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be retroactively effective **September 1**, **2022**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **August 31**, **2023**. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Provider that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

Contract Documents. This Contract includes Page 1-11 and Exhibits A-G.

CONTRACTOR DATA AND SIGNATURE

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security provided on the W-9 form and/or Deschutes County Health Services Vendor Application form.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibit D.

Signature: Patrick W. Lawler (Nov 4, 2022 08:33 CDT)

Email: pat.lawler@youthvillages.org

Title: CEO

Company: Youth VIllages

I have read this Agreement including the attached Exhibits. I understand this Agreement and agree to be bound by its terms. DATED this _____ day of ______, 2022

DESCHUTES COUNTY SIGNATURE

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

STANDARD TERMS AND CONDITIONS

WHEREAS, Provider is licensed by the State of Oregon for the care of individuals meeting eligibility requirements (eligibility criteria outlined in applicable Oregon Administrative Rules (OAR)) and Provider meets the qualification requirements in accordance with OAR 410-172-0695. Provider furnishes professional services to pediatric mental health clients and those enrolled in the Oregon Health Plan (OHP), including Intensive In-Home Behavioral Health Treatment ("IIBHT").

WHEREAS, Deschutes County Health Services provides behavioral health services for Deschutes County residents. County desires to enter into this Contract with Provider in order to obligate Provider to provide IIBHT Services to eligible individuals residing in Deschutes County, and Provider desires to provide Diversion Services to OHP members not enrolled with a Coordinated Care Organization (CCO).

WHEREAS, The County has determined that IIBHT Services are essential to meeting the needs of individuals within Deschutes County. To ensure IIBHT Services are available to eligible individuals, the County has committed to compensate Provider for the provision of IIBHT Services to individuals in the Tri-County Area.

WHEREAS, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Contract, and for mutual reliance of the Parties in this Contract, the Parties agree to comply with the following requirements herein to the extent that it is applicable to the Contract for services determined and agreed to by and between the County and Provider.

- 1. Time is of the Essence. Parties agree that time is of the essence in the performance of this Contract.
- 2. **Provider's Services.** Provider shall provide Intensive In-Home Behavioral Health Treatment (IIBHT) Services in accordance with Oregon Administrative Rules (OAR) 309-019-0167; 410-172-0650; 410-172-0695 to individuals who align with program eligibility, for children zero (0) through twenty (20) years of age and their family.
 - Exhibit A INTENSIVE IN-HOME BEHAVIORAL HEALTH TREATMENT FOR CHILDREN
 - Exhibit B STATEMENT OF WORK & COMPENSATION
 - Exhibit C INSURANCE
 - Exhibit D CONFIDENTIALITY AGREEMENT
 - Exhibit E FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES
 - Exhibit F REQUIRED PROVIDER CONTRACT PROVISIONS
 - Exhibit G FEDERAL AWARD IDENTIFICATION

The above-referenced exhibits are attached hereto and incorporated by this reference. Statement of Work and Compensation is further described in Exhibit A and Exhibit B, attached hereto and incorporated by this reference.

- 3. <u>Consideration.</u> It is understood and agreed that in the event funds are not awarded to County from Substance Abuse and Mental Health Services (SAMHSA) System of Care Expansion and Sustainability Grant or other funding sources as applicable, or if the amount of funds that County actually receives from funding sources is less than anticipated, that County may either terminate this Contract with a thirty (30) day written notice or decrease the total compensation and reimbursement to be paid hereunder.
 - A. Payment for services charged to this Contract shall not exceed the maximum sum outlined in Exhibit B, inclusive of travel and all other expenses. Services, charged directly to the Oregon Health Plan (OHP) or other insurance providers is not calculated as part of the contract maximum compensation.
 - B. Provider shall invoice in accordance with Exhibit B. County will only pay for completed work that is in accordance with this Contract and approved by County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 11, "Notices".
 - C. Prior to approval or payment of any invoices, County may require and Provider shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption.
 - D. Provider shall not invoice and County will not pay, any amount in excess of the maximum compensation set forth in Exhibit B. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Provider performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.

- E. Should it be discovered that Provider is committing or has committed "fraud and abuse" as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Provider under this Contract. If state or federal authorities demand the repayment of funds received under this Contract and Provider has been found willfully committing "fraud and abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Provider under this Contract and any fines or penalties charged to County as a result of Provider's actions. In the event that County determines that Provider is responsible for the repayment of any funds paid to Provider, in addition to any fines or penalties charged to the County due to Provider willfully committing "fraud and abuse", Provider agrees to make such payment (and upon request by the County, authorize County withhold of funds otherwise due to Provider) within ten (10) days of notification by County. If federal or state authorities demand the repayment of funds received under this Contract, County may recover all funds paid under this Contract, unless a smaller amount is disallowed or demanded from federal or state authorities.
- F. In the event that insurance, or a statutorily required operating license, or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder related to services rendered without the necessary license or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the license or letter of approval, whichever date is earlier.
- Withholding of Payments. Notwithstanding any other payment provision of this Contract, should Provider fail to submit required reports when due, or fail to perform or document the performance of contracted services; the County may immediately withhold payments under this Contract.

5. Work Standard.

- A. Provider shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- B. For goods and services to be provided under this Contract, Provider agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County:
 - 2) comply with all applicable legal requirements;
 - 3) comply with all County programs, directives, and instructions relating to safety, storage of equipment or materials:
 - take all precautions necessary to protect the safety of all persons at or near County or County's facilities, including employees of County and any other contractors or subcontractors and to protect the work and all other property against damage.
- Regulations and Duties. Provider agrees to comply with the rules and regulations of the SAMHSA Federal System of Care Expansion and Sustainability Grant (SOC), incorporated herein by reference, and applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Provider's performance of services under this Contract.

Services are funded in part by and through County's contracts with the State of Oregon, Oregon Health Authority (OHA), #173133. Where applicable, Contractor shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective January 1, 2022, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #173133. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract and is to be performed by Contractor, No federal funds may be used to provide services in violation of 42 USC 14402.

Contractor or Subrecipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, County's determination is that:			
Recipient is a subrecipient	Recipient is a contractor	Not applicable	

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.104

- County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150 Standard Contract Provisi ons.
- 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.

Reporting.

A. Provider agrees to prepare and furnish such reports and data as may be required by County and/or SAMHSA SOC grant, to which they are applicable to the services being provided under this Contract. Reports may include but not be limited, to financial reports documenting all expenditures of funds under this Contract in accordance with generally accepted accounting procedures, client records which contain client's identification, problem assessment, service plan (including any training and/or care plan), appropriate medical information, and service notes, including a service termination summary and current assessment or evaluation instrument as designated in the Oregon Administrative Rules.

Provider agrees to, and does hereby grant County the right to reproduce, use and disclose for County purposes, all or any part of the reports, data, and technical information furnished to County under this Contract. Provider shall make available to County and any individual for whom Provider furnishes services pursuant to this Contract, any and all written materials in alternate formats. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

- B. Access to Records and Facilities. The County and its authorized representatives shall have the right to direct access to all of Provider's books, documents, papers and records of Provider that are directly related to this Contract, the financial assistance provided hereunder, or any service for the purpose of making audits, examinations, excerpts, copies and transcriptions. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
- C. Provider shall permit County to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- D. Retention of Records. Provider shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Provider shall retain the records until the questions are resolved.
- E. Provider agrees that services provided under this Contract by Provider, facilities used in conjunction with such services, client's records, Provider's policies, procedures, performance data, financial records, and other similar documents and records of Provider, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, its agents, at any reasonable time during business hours.
- 10. Confidentiality. In addition to the obligations imposed upon Provider by Exhibit D, Provider shall maintain confidentiality of information obtained pursuant to this Contract as follows:
 - Provider shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or the Provider's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
 - B. Provider shall ensure that its agents, employees, officers and subcontractors with access to County's and Provider's records understand and comply with this confidentiality provision.
 - C. Provider shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.

- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- F. Provider shall cooperate with County's in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- G. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- H. Provider and County shall enter into a Confidentiality Agreement, attached hereto, which shall become a part of this Contract as Exhibit D.
- I. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. Provider shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179-495 to 179.507, .45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA), implementing the foregoing laws, and any written policies made available to Provider by County or by the OHA. Provider shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County for review and inspection as reasonably requested by County.
- 11. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Provider or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
 - A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against the County, such facsimile transmission shall be confirmed by telephone notice to the applicable County's Director or designee.
 - C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Provider:	To County:
Andrew Grover	Janice Garceau, Director
Youth Villages, Inc.	Deschutes County Health Services
PO Box 368	2577 NE Courtney Dr.
Marylhurst, Oregon 97036	Bend, Oregon 97701
Fax No.	Fax No. 541-322-7565
Andrew.grover@youthvillages.org	Janice.garceau@deschutes.org

To County – Accounts Payable:	Copy To – for Notices & Terminations:
Accounts Payable	Grace Justice Evans, Contract Specialist
Deschutes County Health Services	Deschutes County Health Services
2577 NE Courtney Dr.	2577 NE Courtney Dr.
Bend, Oregon 97701	Bend, Oregon 97701
Fax No. 541-322-7565	Fax No. 541-322-7565
_HSAccountsPayable@deschutes.org	Grace.evans@deschutes.org

- **12. Termination.** All or part of this Contract may be terminated by mutual consent of all Parties or by any Party at any time for convenience upon thirty (30) days' notice in writing to the other Parties. County may also terminate all or part of this Contract as specified below:
 - A. Upon written or oral notice, if County has evidence that Provider has endangered or is endangering the health and safety of clients, residents, staff, or the public.
 - B. Failure of the Provider to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by any Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
 - 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
 - 2) Misuse of funds.
 - 3) Intentional falsification of records.
 - C. In the case a failure to perform jeopardizes the safety and security of an individual the Provider and County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date County determines that such failure exists.
 - D. In those circumstances where a major violation is substantiated, continued performance may be suspended by County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to the Provider found to be in violation. Prior to termination, the Provider shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.
 - E. Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
 - F. Termination shall be without prejudice to any obligations or liabilities of any Party accrued prior to such termination.
 - G. Provider shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.
- 13. Remedies. In the event of breach of this Contract the Parties shall have the following remedies:
 - A. Termination under this Contract shall be without prejudice to any obligations or liabilities of any Party already reasonably incurred prior to such termination.
 - 1) Provider may not incur obligations or liabilities after Provider receives written notice of termination.
 - 2) Additionally, no Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
 - B. If terminated under this Contract by a County due to a breach by the Provider, the County may pursue any remedies available at law or in equity.
 - Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - C. If amounts previously paid to Provider exceed the amount due to Provider under this Contract, Provider shall repay any excess to applicable County upon demand.
 - D. Neither County nor Provider shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Provider, respectively; however, Provider shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any

- delay in performance as a result of the events described in this subparagraph, Provider shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice County's or Provider's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. The County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Provider and County will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's applicable Director or designee will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- **14. Suspension.** Following reasonable notice to Provider and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:
 - A. Failure of Provider to become operational within sixty (60) days of the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services. An extension to ninety (90) days may be allowed only under unusual circumstances.
 - B. Failure of Provider to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
 - C. Failure of the Provider to make satisfactory progress toward the approved goals and objectives.
 - D. Failure of the Provider to adhere to the requirements for the provision of services.
 - E. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.
- 15. Relationship of the Parties. Provider understands and agrees that, in providing services under this Contract, Provider acts as an independent contractor and not as a partner, employee; or agent of County, and that Provider shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, and other obligations with respect to Provider's employees. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon or the Oregon Health Authority. The State of Oregon and the United States do not have the right of direction or control of the manner in which Provider delivers services under this Contract or exercise any control over the activities of the Provider.
- 16. Provider and Subcontractors. Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employee subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.
- **17. Delegation and Reports.** Provider shall not delegate the responsibility for providing services hereunder to any other individual or agency.
- 18. No Third Party Beneficiaries.
 - A. County and Provider are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
 - B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- **19. Constraints.** Pursuant to the requirements of ORS 279B.220 though 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
 - A. Provider shall:

- 1) Make payments promptly, as due, to all persons supplying to Provider labor or materials for the prosecution of the work provided for in this Contract.
- 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
- 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- Be responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Contract and, unless Provider is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Provider under this Contract, except as a self-employed individual.
- B. If Provider fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Provider by reason of this Contract.
- C. Provider shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Provider, of all sums which Provider agrees to pay for such services, and all monies and sums which Provider collected or deducted from the wages of Provider's employees pursuant to any law, or contract for the purpose of providing or paying for such services.
- D. Provider shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. Persons employed under this Contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one (1) week, whichever is greater.
- This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- F. Provider shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. Provider shall comply with Federal rules and statutes pertaining to the Substance Abuse and Mental Health Services Administration (SAMHSA) and Social Security (formerly Title XX) Community Health Services Block Grant(s); including the Public Health Services Act, especially sections 1914 (b)(1-5), 1915 (c)(12), 1916 (b)(2) and Public Law 97-35.
- H. The individual signing on behalf of Provider hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Provider, the individual has authority and knowledge regarding Provider's payment of taxes, and to the best of the individual's knowledge. Provider is not in violation of any Oregon tax laws.
- 20. Insurance. All Parties shall provide insurance in accordance with Exhibit C attached hereto and incorporated by reference herein. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when the County is aware that Contractor is not in compliance with the insurance requirements.

- 21. Settlement of Disputes. Differences between Provider and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- 22. Financial Audit. If requested, Provider shall, at its sole expense, provide County with a copy of a Financial Review or Financial Audit conducted by a Certified Public Accountant within ninety (90) days following the termination of this Contract. This audit shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

23. Indemnity and Hold Harmless.

- A. To the fullest extent authorized by law Provider shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Provider that may be the subject of protection under any state or federal intellectual property law or doctrine, or County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Provider shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Provider shall defend the claim in the name of County or any department or agency thereof, nor purport to act as legal representative of County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for County, nor shall Provider settle any claim on behalf of County without the approval of the County's legal counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall defend, save, hold harmless and indemnify Provider and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or their officers, employees, contractors, or agents under this Contract.
- 24. Drugs and Alcohol. Provider shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.
- 25. Criminal Background Investigations. Provider understands that Provider's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Provider, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Provider, or at such later date as may be established by County.
- 26. Federal Law compliance. Provider shall comply with the provisions of those laws referred to in Exhibit E. attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.
- 27. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 12 of this Contract.
- 28. Attorney Fees. In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 29. Entire Contract. This Contract constitutes the entire Contract between the Parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.
- 30. Renewal. This Contract may be renewed, subject to approval by all Parties and the availability of funding.

31. Waiver.

- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- **32. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
 - A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Provider that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
 - B. PROVIDER, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The Parties agree that the UN Convention on International Sales of Goods shall <u>not</u> apply.
- **33. Severability.** If 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 this Contract did not contain the particular term or provision held invalid.
- 34. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the Parties.
 - A. All understandings and agreements between the Parties and representations by the Parties concerning this Contract are contained in this Contract.
 - B. No waiver, consent, modification or change in the terms of this Contract shall bind a Party unless in writing signed by all Parties.
 - C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- **35. Identity Theft Protection.** Provider and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 36. Representations and Warranties.
 - A. Provider's Representations and Warranties. Provider represents and warrants to County that:
 - 1) Provider has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms;
 - 3) Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Provider will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Provider's industry, trade or profession;
 - 4) Provider shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Provider prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Provider's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
 - B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 37. SB 675 (2015) Representation and Covenant.
 - A. Provider represents and warrants that Provider has complied with the tax laws of this state, and where applicable, the laws of the Tri-County Area including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

- B. Provider covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Tri-County Area, during the term of this Contract.
- C. Provider acknowledges that failure by Provider to comply with the tax laws of this state, and where applicable, the laws of the Tri-County Area, at any time before Provider has executed the Contract or during the term of the Contract is and will be deemed a default for which County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.
- **38. Nondiscrimination.** Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.
- 39. Survival. The provisions of the following paragraphs shall survive termination or expiration of this Contract: 8 (Successors in Interest); 9 B (Access to Records); 10 (Confidentiality); 11 (Notice); 13 (Remedies); 18 (No Third Party Beneficiaries); 23 (Indemnity & Hold Harmless); 31 (Waiver); 32 (Governing Law); 35 (Identity Theft Protection); 36 (Representations & Warranties).

EXHIBIT A DESCHUTES COUNTY SERVICES CONTRACT Contract No. 2022-813 INTENSIVE IN-HOME BEHAVIORAL HEALTH TREATMENT FOR CHILDREN

Rule 309-019-0167 Intensive In-Home Behavioral Health Treatment (IIBHT) for Children

- 1. The Intensive In-Home Behavioral Health Treatment (IIBHT) for Children is a Program that offers a combination of services and supports delivered in a community-based setting to a Child, zero through 20 years of age and their Family.
- 2. IIBHT Providers shall have program staff that includes LMP, QMHP, QMHA, Peer Support Specialist available and sufficient to meet the individual needs of the Child and their Families.
- 3. IIBHT Services shall include a minimum of the following types of services:
 - (a) Child Psychiatric Services provided by:
 - (A) A Board Eligible or Certified Child and Adolescent Psychiatrist or;
 - (B) A Psychiatric Nurse Practitioner (PNP) under the weekly consultation and quarterly supervision of a Board Eligible or Certified Child and Adolescent Psychiatrist.
 - (b) Skills Training;
 - (c) Individual Therapy;
 - (d) Family Therapy;
 - (e) In-home Proactive Support and Crisis Response available 24 hours each day;
 - (f) Case Management; and
 - (g) Peer Delivered Services.
- 4. IIBHT Services shall include the provision and documentation of the following:
 - (a) No fewer than four hours of in-person planned program services shall be offered each week, as identified within the Assessment and Service Plan:
 - (b) IIBHT services shall be available to a Child in their home, school, or other community environment, determined by the Child and Family and at times that are convenient to the Child and Family as agreed upon in the signed Service Plan;
 - (c) Children and their Families may not be required to participate in other services or supports, including Wraparound, in order to receive IIBHT;
 - (d) Children are considered for IIBHT services without regard to race, ethnicity, gender, gender identity, gender presentation, sexual orientation, religion, creed, national origin, age, intellectual and/or developmental disability, IQ score, or physical disability;
 - (e) Children are eligible to receive IIBHT services in congregate care settings including Behavioral Rehabilitation Services or Developmental Disability Group Homes; and
 - (f) The IIBHT provider shall administer an Oregon Health Authority (OHA) approved outcome measures tool:
 - (A) For each Child enrolled in IIBHT services within 14 calendar days of entry;
 - (B) Within 14-calendar days prior to discharge from IIBHT services; and
 - (C) Results from the OHA-approved outcome measurement tool shall be entered into the OHA-approved data system within the seven days of completion of the tool.
- 5. The IIBHT Entry and Engagement process shall include the provision and documentation of the following:
 - (a) The IIBHT program shall create and utilize a written entry procedure to ensure:

- (A) A Child is offered an intake within three calendar days of Authorization; or timeliest manner feasible consistent with the Child and Family presenting circumstances;
- (B) Written informed consent for services shall be obtained from the Child, guardian, or other legal representative, as applicable and in the languages requested by each person, prior to the start of services. If such consent is not obtained, the reason shall be documented and further attempts to obtain informed consent shall be made as appropriate;
- (C) A written description of the program team meeting expectations including team meetings every 30 days and IIBHT Transition Meeting at the end of services; and
- (D) At the time of entry, the IIBHT program shall offer the Child and Family written program orientation information. The written information shall be in the languages requested by the Child and, when applicable, by the Family.
- (b) Entry of Children into IIBHT shall be considered in the following order:
 - (A) Children who are at immediate risk of psychiatric hospitalization or removal from home due to emotional and mental health conditions;
 - (B) Children who have severe mental health conditions and may require residential treatment or who are discharging from residential treatment or higher levels of care;
 - (C) Children who exhibit behavior that indicates high risk of developing conditions of a severe or persistent nature; and
 - (D) Any other Child who is experiencing mental health conditions that significantly affect the Child's ability to function in everyday life but not requiring hospitalization or removal from home.
- 6. The IIBHT Assessments shall include the provision and documentation of the following:
 - (a) Be completed at the time of entry, prior to development of the service plan and the beginning of IIBHT services;
 - (b) Each assessment shall include:
 - (A) Sufficient information and documentation to justify the presence of a qualifying DSM 5 diagnosis that is the medically necessary reason for services;
 - (B) An assessment of risk of injury to self or others which includes a safety plan and lethal means counseling with the Child and Family;
 - (C) Screening for the presence of co-occurring disorders and chronic medical conditions; and
 - (D) Screening for the presence of symptoms related to physical or psychological trauma.
 - (c) When the assessment process determines the presence of co-occurring substance use and mental health disorders or any significant risk to health and safety:
 - (A) Additional assessments shall be used to determine the need for additional services and supports and the level
 of risk to the Child or to others; and
 - (B) All providers shall document referral for further assessment, planning, and intervention from an appropriate professional, either with the same provider or with a collaborative community provider.
 - (d) In addition to periodic updates to the assessment based on changes in the clinical circumstances, any Child continuing to receive mental health services for one or more continuous years shall receive an annual assessment by an LMP.
- 7. Planning and Coordination of IIBHT services shall be facilitated in the following manner:
 - (a) Each type of planned service shall be collaboratively delivered or coordinated by the IIBHT Provider;
 - (b) A QMHP shall lead the service planning process;
 - (c) Providers shall:
 - (A) Inform the Child and the Family of the proposed services and supports;
 - (B) Obtain written informed consent for all proposed services and supports, and;

- (C) Give the individual and guardian a written copy of the Service Plan in the most developmentally and culturally appropriate languages.
- (d) The service plan shall reflect the assessment and;
 - (A) Be completed within five calendar days of the initial and annual assessments, and prior to the rendering of any behavioral health services or supports;
 - (B) Be culturally and linguistically responsive;
 - (C) An LMP shall approve the service plan at least annually for everyone receiving mental health services for one or more continuous years. The LMP may designate annual clinical oversight by documenting the designation to a specific licensed health care professional, per service record;
 - (D) The IIBHT Service Plan may be more than one document that at a minimum shall include treatment objectives that are agreed to by the Child and Family through signed, informed consent; and
 - (E) Documentation that a minimum of four hours of weekly direct service was recommended and documented within the service plan as agreed by the Child and Family.
- (e) A Crisis and Safety Plan shall be created within five calendar days of the completion of the assessment and shall, at a minimum include the provision and documentation of the following:
 - (A) Be developed and approved by the Child and Family in consultation with the IIBHT team;
 - (B) Document the Child and Family's definition of crisis;
 - (C) Include at least one strategy to prevent a crisis situation and at least one strategy to use during a crisis situation;
 - (D) Include a list of triggers, warning signs, and recommended de-escalation strategies and supports identified by the Child and Family in consultation with the IIBHT team;
 - (E) Document strategies for risk prevention for existing or anticipated safety concerns. This shall include strategies developed through lethal means counseling to help individuals at risk for suicide and their Families to reduce access to lethal means, including but not limited to firearms and medications;
 - (F) Include strength-based strategies for addressing the Child and Family's needs when in crisis;
 - (G) Document natural and formal supports approved by the Child and Family for crisis response;
 - (H) Be updated at the request of the Child or Family, or when clinical circumstances change, including following any placement change, psychiatric crisis, overdose, suicide attempt, police involvement, or other situations identified by the Child or Family;
 - (I) Document safety requirements from other child-serving or legal systems;
 - (J) Be culturally and linguistically responsive;
 - (K) Include contact information for resources that the Child and Family may use before or during a crisis event;
 - (L) Be provided to the Child and Family in a format and languages chosen by the Child and Family; and
 - (M) Be available to the IIBHT team members.
- (f) A Transition Plan shall include:
 - (A) The services and supports necessary to ensure a successful Transfer;
 - (B) Prevention strategies;
 - (C) Action steps to engage prevention strategies;
 - (D) A description of the crisis management roles and responsibilities specific to each person on the IIBHT team;
 - (E) Communication protocols;
 - (F) A plan for ongoing maintenance of skills and progress of IIBHT services;
 - (G) Development of connections to post-IIBHT resources and supports, including formal and natural supports; and
 - (H) Written instructions on how and when to access IIBHT services, in the future, as needed.

- 8. The IIBHT Service Plan Review Meeting structure shall meet the following requirements:
 - (a) IIBHT teams shall include, at minimum:
 - (A) The Child and Family;
 - (B) Natural supports as approved by the Child and Family;
 - (C) The Child's QMHP; and
 - (D) Other members of the Child's treatment team as chosen by the Child and Family.
 - (b) An IIBHT team shall meet either in home, in office, by two-way audio-visual conference or by telephone as requested by the Child and Family, for no less than one time every 30 calendar days. At each meeting, the team shall document the review of each of the following:
 - (A) Each objective in the Service Plan, specifically addressing:
 - (i) Progress since last review;
 - (ii) Identification of the services and supports that sustain progress;
 - (iii) Adjustment of the services and supports as determined by the review; and
 - (iv) Updates to Psychiatric Services and recommendations since the last review.
 - (B) The Crisis and Safety Plan shall include:
 - (i) Incidents occurring since the most recent review;
 - (ii) Adjustments to the Crisis and Safety Plan as determined by the review; and
 - (iii) Additional interventions to meet the needs of the Child and Family.
 - (C) Adjustments to the Transition Plan, including the services and supports needed for the successful transfer from IIBHT services.
 - (c) If the Child is a participant in Wraparound or Intensive Care Coordination, the IIBHT Service Plan Review meeting may be included in the regular scheduled Wraparound meeting. The IIBHT provider shall ensure all documentation requirements are met for this rule.
- 9. The IIBHT Proactive Support and Crisis Response shall include the provision and documentation of the following:
 - (a) Provide on-going support by responding to crises 24-hours each day, in person and by phone, as defined and requested by the Child and Family;
 - (b) Have a QMHP on call 24 hours each day;
 - (c) A QMHA may respond to a crisis if a QMHP is available for support or face to face response when needed.
 - (d) All crisis interventions must be clearly documented in the Child's Service Notes and include:
 - (A) A description of the incident;
 - (B) A description of the interventions used;
 - (C) A summary of the debrief with the Child and Family; and
 - (D) Recommendations for the Crisis and Safety Plan and the Service Plan update, and a timeframe for the next team meeting.
- 10. IIBHT Transfer and Continuity of Care shall include the provision and documentation of the following:
 - (a) Include a final IIBHT team meeting to plan the transfer of services. This shall occur in home, in office, by two-way audio-visual conference or by telephone with the Child and Family present and IIBHT team members and next providers when possible. An IIBHT program shall not successfully discharge a Child without holding this meeting.
 - (b) Complete a provisional Transfer Summary prior to the final IIBHT meeting. The provisional Transfer Summary shall include:
 - (A) The date and reason for the transfer;
 - (B) Referrals to follow up services and other behavioral health providers; and

- (C) Outreach efforts, when applicable and as defined in these rules.
- (D) A summary statement that describes the effectiveness of services in assisting the Child and Family to achieve intended outcomes identified in the Service Plan and Crisis and Safety Plan;
- (E) A plan for personal wellness and resilience, including prevention, safety and suicide prevention planning; and
- (F) Identification of community-based resources and supports to assist both the Child and Family.
- (c) A copy of the provisional Transfer Summary, with detailed referrals and scheduled appointments, shall be provided to the Child and Family during the final IIBHT team meeting;
- (d) A final IIBHT team meeting shall include, at minimum:
 - (A) A review of the Service Plan;
 - (B) Progress made on the objectives in the Service Plan;
 - (C) Incomplete objectives;
 - (D) A review and update of the Crisis and Safety Plan;
 - (E) A review and finalization of the Transfer Summary;
 - (F) Recommendations of objectives to be addressed in ongoing treatment; and
- (e) An IIBHT provider shall send the final Transfer Summary to the Child and Family and the new provider within 3 calendar days of transfer; and
- (f) If a Child transfers from IIBHT to a residential treatment program, an IIBHT provider shall ensure the residential treatment program receives all relevant clinical materials, including the assessment, service plans, crisis and safety plans, and transfer summary within 3 calendar days of transfer.

EXHIBIT B DESCHUTES COUNTY SERVICES CONTRACT Contract No. 2022-813 STATEMENT OF WORK & COMPENSATION

- 1. Services: Provider agrees to provide IIBHT Services as follows:
 - A. Provide four (4) to six (6) hours per week of IIBHT Services to children who fit the eligibility criteria as defined by OAR 309-019-0167.
 - B. Offer an array of services to children and families including psychiatric services, mental health therapy, care coordination, skills training and peer support services while preserving their existing placement in the community.
 - C. Reduce out-of-home placements for children including residential treatment and inpatient hospitalizations.
 - D. Provide availability to children living in a variety of settings in the community. Children can Access IIBHT while living in foster care, group homes, shelter care and behavior rehabilitation services.
 - E. Provide availability to children with intellectual and developmental disabilities.
 - F. Provide IIBHT services to meet the individual needs of the child and family and include access to a multidisciplinary team of professionals and twenty-four (24) hour, seven (7) days a week proactive and crisis response to the home.
 - G. Meet with the child and family within three (3) days of being referred to the program to assess the needs and collaboratively develop a treatment plan.
 - H. Meet monthly with the child and family to review progress, update treatment goals and safety plans.
 - I. Provide enrollment in IIBHT will not time-limited and is based on the individual needs of the child and their family.
 - J. Work with Oregon Health & Science University to complete all required documentation to include but not limited to:
 - Collect outcome data for children enrolled in services; and
 - ii. Analyze the data to demonstrate program effectiveness and inform quality performance activities using The Ohio Scale and Hope Scale to gather information directly from the child and family at the start and end of the program.
 - K. No later than October 15, 2023, Contractor shall provide County with a summary of services provided for the dates September 1, 2022 through August 31, 2023. Report format shall include the following:
 - i. Number of persons referred;
 - ii. Individuals actively receiving services;
 - iii. Individuals discharged with treatment outcome;
 - iv. Age, gender, race and ethnicity of individuals who declined IIBHT services.
 - L. Participate, at Provider's expense, in all IIBHT provider training identified by OAR requirements to sustain certification including but not limited to:
 - i. IIBHT Foundations: the pre-requisite training for all other IIBHT trainings. Includes history of IIBHT, an overview of the model and team members, best practices in service delivery, and an overview of quality improvement and professional development.
 - ii. IIBHT REDCap Data System: A required training for all data collection and entry staff. Includes an overview of the data collection measures and a step-by-step REDCap tutorial.
 - iii. Clinician Specific Training: an in-depth training on the clinical requirements for IIBHT. Includes a detailed look at the IIBHT clinician workflow, evidence-based therapeutic interventions, and best practices for special populations and cross-systems collaboration. Also includes psychiatry role on the tam and all information specific to clinical supervision.

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- iv. Peer & Skills Trainer Specific Training: An in-depth look at the roles filled by family and youth/young adult peer service providers and skills trainer, as applied in the IIBHT program. Includes working on cross-disciplinary teams that have a strong clinical focus and provides information for QMHA level providers on the IIBHT team.
- v. Leadership/Supervision: In-depth review of supervision for all roles on the IIBHT team; this brief training is designed as an add-on to the role-specific trainings and supervisors are expected to attend both.

2. Compensation

Deschutes County Health Services shall pay a not-to-exceed maximum compensation of up to \$151,150, inclusive of expenses.

3. Billing

Provider shall invoice County on a monthly basis for all services rendered in accordance with the terms of this Contract. Monthly invoices shall not exceed \$12,595. County will only pay for completed work that is accepted by the applicable County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 11, "Notices".

EXHIBIT C DESCHUTES COUNTY SERVICES CONTRACT Contract No. 2022-813 INSURANCE

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

Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2) or claiming exemption by conditions outlined in Exhibit E.

Professional Liability insurance with an occurrence combined single limit of not less than:
Per Occurrence limit Annual Aggregate limit
□ \$1,000,000 □ \$2,000,000 □ \$2,000,000 □ \$4,000,000 □ \$3,000,000 □ \$5,000,000
Professional Liability insurance covers damages caused by error, omission, or any negligent acts related to services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this Contract is completed.
Commercial General Liability insurance with a combined single limit of not less than:
Per Single Claimant and Incident All Claimants Arising from Single Incident
□ \$1,000,000 □ \$2,000,000 □ \$2,000,000 □ \$3,000,000 □ \$3,000,000 □ \$5,000,000
Commercial General Liability insurance includes covering bodily injury, death, and property damage in a form and with coverages satisfactory to County, and not less than \$1,000,000. This insurance shall include personal injury liability, products and completed operations.
The insurance coverage provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Provider shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Provider shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.
Automobile Liability insurance with a combined single limit of not less than:
Per Occurrence

Automobile Liability insurance coverage for all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").
Required

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include Deschutes County, its officers, employees, volunteers and agents as Additional insureds but only with respect to Provider's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit.

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

Certificate of Insurance Required. Provider shall furnish a current Certificate of Insurance to the County for all required insurance before Provider performs under the Contract. The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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

Workers Compensation. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Signature: Inch Key

Email: sarah.key@deschutes.org
Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

Exhibit D DESCHUTES COUNTY SERVICES CONTRACT Contract No. 2022-813 CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of September 1, 2022 by and between Youth Villages, Inc. ("Provider" or "Business Associate") and Deschutes County Health Services Department, Behavioral Health Division, ("County" or "Covered Entity").

WHEREAS, in connection with the performance of the Services, Provider may receive from County or otherwise have access to certain information that is required to be kept confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); and

WHEREAS, as a part of the American Recovery and Reinvestment Act, the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") was signed into law, imposing certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI), including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in contractor agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as contractors;

Therefore, in consideration of the foregoing premises and the mutual covenants and conditions set forth below and in the agreement between Provider and County for Provider's provision of services, intending to be legally bound, agree as follows.

2. **DEFINITIONS**

- A. "Disclosure" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Provider's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. "Electronic Protected Health Information" or "EPHI" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. "Protected Health Information" or "PHI" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Provider from or on behalf of County, or is created by Provider, or is made accessible to Provider by County.
- D. "Secretary" means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- E. "Services" means the Intensive In-Home Behavioral Health Treatment Services for Youth (IIHBT) provided to individuals as outlined in the Personal Services Contract to which this Exhibit D is attached.
- F. "Use" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Provider's organization.

3. **AGREEMENT.** Provider shall:

- A. not use PHI except as necessary to provide the Services.
- B. not disclose PHI to any third party without County's prior written consent.
- C. not use or disclose PHI except as required by law.
- D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- G. promptly report to County any use or disclosure of PHI not permitted by this Agreement of which Provider becomes aware.
- H. make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County's compliance with HIPAA.
- return to County, or destroy, any PHI of County still in Provider's possession upon conclusion or termination of the Services.
- J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Provider agree to the same restrictions, conditions, and requirements that apply to the Provider with respect to security and privacy of such information.
- K. make PHI available to County as necessary to satisfy County's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- L. make any amendment(s) to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526.
- M. to the extent the Provider is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s).
- N. If Provider (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect Provider's books and records relating to the use and disclosure of PHI, Provider, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.
- O. If any part of Provider's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
 - implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to County any security incident relating to the EPHI that Provider maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

A. Provider agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Provider will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after Provider discovers such HIPAA Breach, unless Provider is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.

- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Provider or, by exercising reasonable diligence, would have been known to the Provider. Provider will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Provider. No later than seven (7) business days following a HIPAA Breach, Provider shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, et seq.
- C. Specifically, if the following information is known to (or can be reasonably obtained by) Provider, Provider will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Provider has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that Provider may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Provider will have a continuing duty to inform County of new information learned by Provider regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Provider believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information.
- E. <u>Breach Indemnification</u>. Provider shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, "Information Disclosure Claims") arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Provider will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Provider shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

5. OTHER PROVISIONS

- A. A breach under this Agreement shall be deemed to be a material default in Provider's agreement with Deschutes County to provide Services.
- B. Provider authorizes termination of this Agreement by County if County determines Provider has violated a material term of this Agreement.
- C. Upon conclusion or termination of the Services, Provider shall promptly return or destroy all PHI that Provider maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as Provider retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
- D. To the extent there are any inconsistencies between this Agreement and the terms of any other agreement, either written or oral, between County and Provider, the terms of this Agreement shall prevail.
- E. Contact Information in the event of HIPAA Data Breach or Termination.
 - 1) Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
 - 2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - 3) Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the applicable County Director or Designee.

4). Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any hotice under this Agreement shall be mailed by first class postage or delivered as indicated in the Contract for services, Paragraph 11, "Notice".

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, either as individuals, or by their officers, thereunto duly authorized.

Signature:

Email: janice.garceau@deschutes.org

Title: Director

Company: Deschutes County Health Services

Signature: Patrick W. Lawler
Patrick W. Lawler (Nov 4, 2022 08:33 CDT)

Email: pat.lawler@youthvillages.org

Title: CEO

Company: Youth VIllages

Exhibit E DESCHUTES COUNTY SERVICES CONTRACT Contract No. 2022-813

Compliance with provisions, requirements of funding source and FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

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

- 1. Miscellaneous Federal Provisions. Provider shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity. If this Contract, including amendments, is for more than \$10,000, then Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations. If this Contract, including amendments, exceeds \$100,000 then Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Provider shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- **4. Energy Efficiency.** Provider shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- **5. Truth in Lobbying.** By signing this Contract, the Provider certifies under penalty of perjury that the following statements are true to the best of the Provider's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Provider, to any person for influencing or attempting influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Provider shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Provider under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Provider under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Provider under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery. Provider shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits. Provider shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension. County shall not permit any person or entity to be a contractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. **Drug-Free Workplace**. Provider shall comply with the following provisions to maintain a drug-free workplace: (i) Provider certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Provider's workplace or while providing Services to OHA clients. Provider's notice shall specify the actions that will be taken by Provider against its employees

for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten calendar (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vii) above; (ix) Neither County, Provider nor any of County's or Provider's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Provider's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Provider, County or Provider's employees, officers, agents performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this section my result in termination of this Contract.

- **10. Pro-Children Act.** Provider shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. **Medicaid Services.** To the extent Provider provides any service in which costs are paid in whole or in part by Medicaid, Provider shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396 a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Provider shall acknowledge Provider's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a)(68).
- **12. ADA.** Provider shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
- **13. Agency-Based Voter Registration.** If applicable, Provider shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.

14. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

- a. Order for Admissions:
 - (1) Pregnant women who inject drugs;
 - (2) Pregnant substance abusers;
 - (3) Other Individuals who inject drugs; and,
 - (4) All others.
- b. Women's or Parent's Services. If Provider provides A&D 61 and A&D 62 Services, Provider must:
 - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care.
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.
- c. Pregnant Women. If Provider provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Provider must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services, within 48 hours;

- (2) If Provider has insufficient capacity to provide treatment services to a pregnant woman, Provider must refer the women to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and,
- (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers. If Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days.
 - (3) If Provider receives a request for admission to treatment from an intravenous drug abuser, Provider must, unless it succeeds in referring the Individual to another provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to Provider is made; or
 - (b) 120 calendar days after the date of such request if no provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request.
 - (c) If Provider has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases. If Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider must:
 - (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from County; and
 - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Provider denies Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For the purposes of (2) above, "tuberculosis services" means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment services.
- f. OHA Referrals. If Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users _

described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.

- g. Barriers to Treatment. Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Provider shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. Misrepresentation. Provider shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.
- i. Oregon Residency. Addiction Treatment, Recovery & Prevention, and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. Tobacco Use. If Provider has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Provider must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered on the grounds of such facilities.
- k. Client Authorization. Provider must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Provider must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.
- 16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding requirements. TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR 263. Only non-medical Services may be provided with TANF Block Grant funds.

17. Community Mental Health Block Grant. All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 et. seq., and Provider shall comply with those restrictions.

- 18. Substance Abuse Prevention and Treatment. To the extent Provider provides any Service whose costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Provider shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Provider provides any substance abuse prevention or treatment services, Provider shall comply with the confidentiality requirements of 42 CFR Part 2. County may not use funds received under applicable agreement with Oregon Health Authority for inherently religious activities, as described in 45 CFR Part 87.
- 19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at: http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx.
- **20. Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

Exhibit F Contract No. 2022-813 REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit I of OHA #173133 Intergovernmental Agreement

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

- 1. Expenditure of Funds. Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in Exhibit B of this Contract ("Services"), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
- a. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
- b. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
- c. If this Contract requires Contractor to deliver Addiction Treatment, Recovery & Prevention and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services:
- (1) Provide inpatient hospital services;
- (2) Make cash payments to intended recipients of health services;
- (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment:
- (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
- (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.

d. Reporting.

All Individuals receiving Services with funds provided under this Contract must enroll and maintain that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx, and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers;

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data. If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

- 3. Alternative Formats of Written Materials. In connection with the delivery of the Services, Contractor shall make available to Client, without charge, upon the Client's reasonable request:
 - a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailed documents, and large print upon request. If Provider does not have access to such alternate formats, then Provider can request written materials in the Client's preferred format from OHA.
 - b. All written materials related to the services provided to the Client in the Client's language. If Provider does not have access to such languages, then Provider can request written materials in the Client's language from OHA.
 - c. Oral interpretation services related to the services provided to the Client in the Client's language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Provider shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client's who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, "written materials" means created by Contractor, in connection with the Service being provided by the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Contractor, in the prevalent non-English language(s) within the Contractor's service area.

- **4. Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
 - a. Individual, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit 4, Required Federal Terms and Conditions, Section 14, Disclosure.
- 5. Compliance with Law. Each Party shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
 - a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - b. all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
 - c. all state laws requiring reporting of abuse of an Individual; and
 - d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition,

Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H "Required Federal Terms and Conditions," to the certain January 1, 2022 to December 31, 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2022, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

- **6.** Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- 7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
- 8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
- 9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
- **10.** Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as specified in Exhibit C of this Contract.
- 11 Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.
- **12.** Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

Exhibit G DESCHUTES COUNTY SERVICES CONTRACT Contract No. 2022-813 FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.331(a))

If Deschutes County purchases a Service, or portion thereof, from a subcontractor, the contract or agreement must be in writing, identify for subcontractor the amount of federal funds included in the contract or agreement, and provide the CFDA number.

- (i) Recipient Name* (must match DUNS registration): Youth Villages, Inc.
- (ii) Recipient's DUNS number: 173506452
- (iii) Federal Award Identification Number (FAIN): H79SM082952
- (iv) Federal award date: June 22, 2020 (date of award to DAS by federal agency)
- (v) Grant period of performance start and end dates: Start: August 31, 2020 End: August 30, 2024
- (vi) Total amount of federal funds obligated by this Grant: \$4,000,000
- (vii) **Total amount of federal award committed to Contractor by County: \$47,150
- (viii) Federal award project description: Deschutes County Comprehensive System of Care Expansion of Services for Children with Serious Emotional Disturbances
- (ix) Federal awarding agency: Department of the Treasury
- (x) Name of pass-through entity: Substance Abuse and Mental Health Services Administration
- (xi) Contact information for awarding official of pass-through entity:

Anna Pham, Grants Specialist Anna.pham@samhsa.hhs.gov

Number: 93.104

(xii) CFDA number, name, and amount: Name: System of Care Expansion Sustainability Grants

Amount: \$4,000,000

- (xiii) Is award research and development? Yes
- (xiv) Indirect cost rate: Not allowed per U.S. Treasury guidance No
- (xv) Is the 10% de minimis rate being used per §200.414? Yes

Deschutes County Health Services Checklist to Determine Subrecipient or Contractor Classification

INSTRUCTIONS:

Complete Sections 1 and 2 which describe the characteristics that may be present in subrecipient and contractor relationships. Use Section 3 to provide a written justification for your final determination, if Sections 1 and 2 result in different classifications, or if the substance of the relationship requires a different classification than that which was determined in Sections 1 and 2.

Submit the completed form to Grant Management Services.

DEFINITIONS FROM UNIFORM GUIDANCE (2 CFR, PART 200.1):

Recipient

Recipient means an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Non-Federal entity

Non-Federal entity means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Subaward

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient

Subrecipient means an entity, usually but not limited to non- Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Contract

Contract means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.

Contractor

An entity that receives a contract as defined in this section.

11/28/2022	Item #9.
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NAME OF SUBRECIPIENT/CONTRACTOR ENTITY

Youth Villages, IIBHT

SECTION 1 - SUBRECIPIENT - 2 CFR 200.331(a)

Description: A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship between the recipient and the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include:

	YES	NO
May determine who may be eligible to receive Federal assistance under the program		\boxtimes
guidelines. For example: A subrecipient that identifies mentors and mentees under a		
mentoring program.		
Has its performance measured in relation to whether objectives of a Federal program were met. <i>The</i>	\boxtimes	
recipient will rely upon the subrecipient's data to submit its own performance data to the Federal		
agency.		
Has responsibility for programmatic decision making. For example: If the recipient funds a subrecipient to	\boxtimes	
develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and		
expertise to develop all or part of the program.		
Is responsible for adherence to applicable Federal program requirements specified in the Federal	\boxtimes	
award.		
In accordance with its subaward agreement (which may be in legal form of a contract), the	\boxtimes	
subrecipient uses the Federal funds to carry out a program for public purpose specified in authorizing		
statute, as opposed to providing goods or services for the benefit of the recipient. For example: an agency		
that provides mental health services to youth and young adults who are at-risk.		

If you selected "yes" to any of the questions above, this is an indicator of a subrecipient relationship. If you selected "no" to all of the questions above, this is an indicator of a contractor relationship.

Subrecipient	Contractor
\boxtimes	

SECTION 2 - CONTRACTOR - 2 CFR 200.331(b)

Description: A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. A contractor relationship may have one or more of the following characteristics:

	YES	NO
Provides goods and services within normal business operations		\boxtimes
Provides similar goods or services to many different purchasers		\boxtimes
Normally operates in a competitive environment	\boxtimes	
Provides goods or services that are ancillary to the operation of the Federal program. Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging, etc.		
Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.		\boxtimes

If you selected "yes" to any of the questions above, this is an indicator of a contractor relationship. If you selected "no" to all of the questions above, this is an indicator of a subrecipient relationship.

Subrecipient	Contractor
\boxtimes	

11/28/2022 Item #9.

SECTION 3 - Use of Judgement - 2 CFR 200.331(c)

Title:

In determining whether an agreement between a recipient and another non-Federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a sub-recipient or contractor relationship.

Justification Determination:		
FINAL DETERMINATION:		
FINAL DETERMINATION:		
SUBRECIPIENT ⊠	CONTRACTOR \Box	
Prepared By: Shannon Brister-Raugust	Date: 10/4/2022	
Title:		
Tiue.		
	10/1/2000	
Reviewed By: Michele Carroll	Date: 10/4/2022	
Management Analyst		



CERTIFICATE OF LIABILITY INSURANCE

11/28/2022 Item #9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

tilia certificate doca flot comer rig	gitts to the certificate florder in fled of s	den endorsement(s).		
PRODUCER		CONTACT NAME:		
Kemmons Wilson Insurance Grou 8700 W Trail Lake Dr #100	ip LLC	PHONE (A/C, No, Ext): 901-346-8808	FAX (A/C, No): 901-346	6-8860
Memphis TN 38125		E-MAIL ADDRESS: mwilliams@kwig.com		
·		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Philadelphia Indemnity Insurance Com	npany	18058
INSURED	YOUTVIL-01	INSURER B: Chubb Indemnity Insurance Company		12777
Youth Villages, Inc. 3320 Brother Blvd		INSURER C:		
Memphis TN 38133		INSURER D:		
		INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 268056486	REVISION NUM	MBER:	
THE IC TO CEPTICY THAT THE POL	ICIEC OF INCLIDANCE LICTED DELOW HA	WE BEEN ISSUED TO THE INSURED NAMED ABOVE	E FOR THE POLI	CV DEDIOD

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EX	CLU	USIONS AND CONDITIONS OF SUCH			LIMITS SHOWN MAY HAVE BEEN F	KEDOCED BA I			
INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Χ	COMMERCIAL GENERAL LIABILITY	Υ		PHPK2459718	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	Χ	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:							\$
Α	ΑU٦	TOMOBILE LIABILITY			PHPK2459721	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Χ	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Χ	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	Χ	UMBRELLA LIAB X OCCUR			PHUB830864	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 1,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED X RETENTION \$ 10,000								\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT	\$
	(Mar	ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A A B	A Abuse & Molestation				PHPK2459718 PHPK2459718 D9824671A	9/1/2022 9/1/2022 9/1/2022	9/1/2023 9/1/2023 9/1/2023	1,000,000 Occ. 1,000,000 Occ.	3,000,000 Agg. 3,000,000 Agg. 5,000,000 Agg
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								

CERTIFICATE HOLDER

See Attached...

CANCELLATION

Deschutes County Community Justice Department County Administration 1300 BW Wall St., Ste 200 Bend OR 97701 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

enthei W. Weath

AGENCY CUSTOMER	ID:	YOUTVIL-01
AGENCY CUSTOMER	ID:	YOUTVIL-07

11/28/2022 Item #9.

LOC #: __



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Kemmons Wilson Insurance Group LLC POLICY NUMBER	NAMED INSURED Youth Villages, Inc. 3320 Brother Blvd Memphis TN 38133	
ARRIER NAIC CODE		
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REM	/ARKS	S FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER:2	25	FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Excess Liability

Axis Surplus Insurance Corporation Policy #P00100067303302 Limit: \$2,000,000 excess of \$2,000,000 General Liability Effective: 09/01/2022 - 09/01/2023

Capitol Specialty Insurance Corporation Policy #HS2021257502

Limit: \$3,000,000 excess of \$4,000,000 General Liability

Effective: 09/01/2022 - 09/01/2023

General Star Indemnity Company

Policy #IXG670273B Limit: \$4,000,000 excess of \$2,000,000 Automobile Liability Effective: 09/01/2022 - 09/01/2023

RE: 2020-471

Deschutes County, its agents, officers and employees, are listed as additional insured in favor of the General Liability per written contract with the insured executed prior to loss subject to policy terms and conditions.



CERTIFICATE OF LIABILITY INSURANCE

11/28/2022 Item #9.

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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NEURIPE PLANT NOT PROJUCT PLAN	Me	mphis TN 38112			ADDRESS: Jessicaw@ipinsurance.com					
NSURER 8: NSURER 8:								William Jacob		
NOUNTER NOUN	INCII	DEN		YOUTHVILL	,				12262	
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Bend, OR 97701		1300 BW Wall St., Ste. 200			AUTHORIZED REPRESENTATIVE					
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DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line. **Date:** October 25, 2022 **Department:** Health Services, Behavioral Health Contractor/Supplier/Consultant Name: Youth Villages, Inc. Andrew Grover **Contractor Contact:** Type of Document: Personal Services Contract Goods and/or Services: Deschutes County Health Services and Youth Villages, Inc. are continuing a contract for the provision of Intensive In-Home Behavioral Health Treatment (IIBHT) to applicable clients. Services shall meet the individual needs of the child and family and include access to a multidisciplinary team of professionals. Background & History: Youth Villages, Inc. is a nonprofit organization dedicated to helping children with emotional and behavioral problems and their families. Its history stretches from 1859, and includes The Christie School and ChristieCare. Providing intensive in-home, residential, transitional and diversion services to children and youth, Youth Villages, Inc. is committed to enhancing children's services by providing the strongest research-based, cost-effective solutions for the state's most vulnerable children and families. The Intensive In-Home Behavioral Health Treatment (IIBHT) for children is a program that offers a combination of services and supports delivered in a community-based setting to a child, age zero (0) through twenty (20), and their Family. Youth Villages, Inc. shall offer an array of services including psychiatric services, mental health therapy, care coordination, skills training and peer support services while preserving their existing placement in the community. Children can access IIBHT while living in foster care, group homes, shelter care and behavior rehabilitation services. Agreement Starting Date: September 1, 2022 Ending Date: August 31, 2023 Annual Value or Total Payment: Health Services shall pay \$151,150. Insurance Certificate Received (check box) Insurance Expiration Date: | September 1, 2023 Check all that apply: RFP, Solicitation or Bid Process Informal quotes (<\$150K) Exempt from RFP, Solicitation or Bid Process (specify - see DCC §2.37) 2.37.050, Paragraph M **Funding Source:** SAMHSA System of Care Grant and OHA #173133 Project Code
☐ HSINTYOUTH-HS22450G and ORG 2762250 Included in current budget? ☐ Yes ☐ No

No

If **No**, has budget amendment been submitted? Yes

Is this a Grant Agreement providing revenue to the County? Yes No
Special conditions attached to this grant:
Deadlines for reporting to the grantor:
If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No
Contact information for the person responsible for grant compliance: Phone #:
Departmental Contact and Title: Phone #: 541-322-7545 Shannon Brister-Raugust, Program Manager
Director Approval: Signature:
Email: janice.garceau@deschutes.org
Title: Director
Company: Deschutes County Health Services
Distribution of Document: Grace Justice Evans, Deschutes County Health Services.
Official Review:
County Signature Required (check one): ✓ BOCC □ Department Director (if <\$50K)
☐ Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No)
Legal ReviewDate
Document Number <u>2022-813</u>



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Consideration of Resolution 2022-077 transferring Contingency within the 2022-23

Deschutes County Budget.

RECOMMENDED MOTION:

Move approval of Resolution 2022-077 transferring Contingency within the 2022-23 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Alfalfa Fire District, which provides critical fire protection services to people and property within the District, seeks to enhance its fire protection services by expanding and improving its existing facilities and operations. The County approved these efforts on 10/26/2022, by loaning the District \$100,000, which will be repaid with interest in ten (10) annual installments.

The District will use the funds for the installation of a well estimated at \$55,000 and the installation of a backup generator estimated at \$26,000. The remaining funds of approximately \$19,000 will be used to pave parking areas.

BUDGET IMPACTS:

The District agrees to pay the full amount of the \$100,000 loan with a 4.00% interest rate, compounded annually beginning from the date of this Agreement until December 2032, at which time the remaining unpaid principal balance together with accrued interest, if any, shall be due and payable. The loan will be paid from the General Fund and all interest revenue will be credited to the General Fund. This Resolution transfers contingency in the amount of \$100,000 to General Fund Program Expense to fund the Alfalfa Fire District Loan.

ATTENDANCE:

Robert Tintle, Deschutes County CFO
Dan Emerson, Deschutes County Budget Manager

/IEWED	
LEGAL COUNSEL	
	For Pacording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution to Move Appropriations *
Within the 2022-23 Deschutes County Budget * RESOLUTION NO. 2022-077
*

WHEREAS, the Board of County Commissioners approved on 10/26/2022, the Alfalfa Fire District Loan/Pledge Agreement and Promissory Note to assist in the expansion and improvement of the District's facilities and operations, and

WHEREAS, ORS 294.463 allows for a Contingency transfer when authorized by resolution of the governing body, and

WHEREAS, it is necessary to decrease Contingency by \$100,000, and increase Program Expense by \$100,000 within the Non-Departmental General Fund, now, therefore;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

<u>Section 1.</u> That the following expenditures be appropriated in the 2022-23 County Budget:

Non-Departmental General Fund
Program Expense \$ 100,000
Contingency (\$ 100,000)

Section 2. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:							
DATE	ED this day of	of November, 2022.					
		BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON					
		PATTI ADAIR, Chair					
ATTEST:		ANTHONY DEBONE, Vice-Chair					
Recording Se	ecretary	PHIL CHANG, Commissioner					

RESOURCES

	Line Number	
Item	MUNIS number	

REQUIREMENTS

	Line Number	Category
		(Pers, M&S, Cap Out,
Item	(HTE 14 digit code)	Contingency)
	0019919-450920	M&S
	0019999-501971	Contingency

A supplemental budget is required for the following reason and will

Alfalfa Fire District Loan/Pledge Agreement and Promissory Note of \$10

Fund:

Dept:

Requested by:

Date:

001
Non-Departmental
Dan Emerson
11/21/2022

	Current		
	Budgeted		
Description	Budgeted Amount	To (From)	Revised Budget
			-
TOTAL	_	_	_

Description			
	Current		
(Element-Object, e.g. Time Mgmt, Temp	Budgeted		
Help, Computer Hardware)	Amount	To (From)	Revised Budget
Grants Contributions	-	100,000	100,000
Contingency	11,474,637	(100,000)	11,374,637
TOTAL	11,474,637	-	11,474,637

be used for the following purpose:

0,000 to assist in the expansion and improvement of the District's facilities and operations.



AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 28, 2022

SUBJECT: Treasury and Finance Reports for October 2022

ATTENDANCE:

Robert Tintle, Chief Financial Officer



MEMORANDUM

DATE: November 10, 2022

TO: Board of County Commissioners

FROM: Robert Tintle, Chief Financial Officer

SUBJECT: Treasury and Finance Report for October 2022

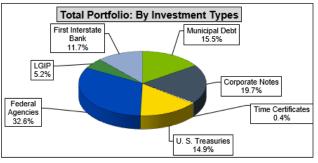
Following is the unaudited monthly finance report for fiscal year to date October 31, 2022.

Treasury and Investments

- The portfolio balance at the end of October was \$295.3 million, an increase of ~\$30 million from September and an increase of \$37.5 million from last year (October 2021).
- Net investment income for the month is \$292,816 approximately \$52K more than last month and \$178K more than October 2021. YTD earnings of \$941,018 are \$430K more than the YTD earnings last year.
- All portfolio category balances are within policy limits.
- The LGIP interest rate increased from 1.90% to 2.20% on 10/11. Benchmark returns for 24 month treasuries are up from the prior month by 29 basis points and 36 month treasuries are up from the prior month by 20 basis points.
- Average portfolio yield is 1.60% which is higher than the prior month's average of 1.22%.
- The portfolio's weighted average time to maturity is at 1.33 years compared to 1.36 in September.

Portfolio Breakdow	n: Pa	r Value by Inves	tment Type
Municipal Debt	\$	45,770,000	15.5%
Corporate Notes		58,102,000	19.7%
Time Certificates		1,245,000	0.4%
U.S. Treasuries		44,000,000	14.9%
Federal Agencies		96,125,000	32.6%
LGIP		15,498,384	5.2%
First Interstate Bank		34,526,371	11.7%
Total Invoctments	•	205 266 755	100.0%

Investment Income			
		Oct-22	Y-T-D
Total Investment Income	_	297,816	961,018
Less Fee: \$5,000 per month		(5,000)	(20,000)
Investment Income - Net	=	292,816	941,018
Prior Year Comparison	Oct-21	115,185	511,038



Category Maximums:		
U.S. Treasuries	100%	
LGIP (\$52,713,000)	100%	
Federal Agencies	100%	
Banker's Acceptances	25%	
Time Certificates	50%	
Municipal Debt	25%	
Corporate Debt	25%	

	Maturity (Years)		
Max Weighted Average			
	4.041	1.33	

	Yield Percentages	5
	Current Month	Prior Month
FIB/ LGIP	2.20%	1.90%
Investments	1.53%	1.26%
Average	1.60%	1.22%

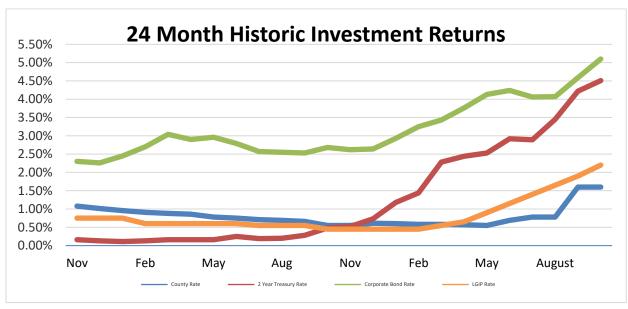
Benchmarks		
24 Month Treasury	4.51%	
LGIP Rate	2.20%	
36 Month Treasury	4.45%	

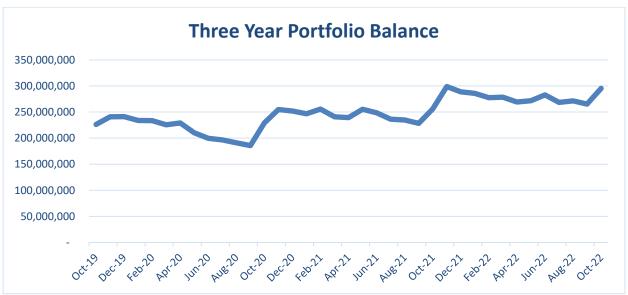
Term	Minimum	Actual
0 to 30 Days	10%	16.9%
Under 1 Year	25%	43.5%
Under 5 Years	100%	100.0%

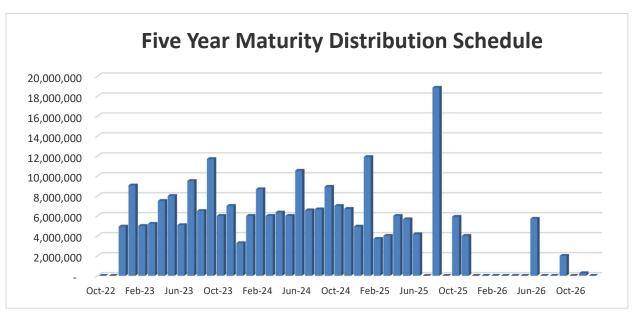
Other	Policy	Actual
Corp Issuer	5%	3.0%
Callable	25%	18.7%
Credit W/A	AA2	AA1

Investment Activ	ity	
Purchases in Month	\$	36,115,000
Sales/Redemptions in Month	\$	9,640,000

			Portfo	olio by Br	oker		
S	\$120						\$98.2
6	\$100						
Millions	\$80						
_	\$60				\$42.4	\$45.3	
	\$40		\$23.0	\$26.8			
	\$20	\$9.5					
	\$-						
		DA Davidson	Moreton Capital Markets	Robert W Baird & Co	Piper Sandler	Great Pacific Securities	Castle Oak







Deschute	es County In	vestments				Purchases ma								
	Manageme					Purchases ma	ade in Octobe	r 2022						
	Details - Inv	restments												
October :	31, 2022													
					Purchase	Maturity	Days To	Ratings	Coupon		Par	Market	Book	Call
Inv#	Inv Type	CUSIP	Security	Broker	Date	Date	Maturity	Moodys S&P/Fitch	Rate	YTM 365	Value	Value	Value	CallDate
10790		014365DQ0	ALDERWOOD WA WTR & WSTWTR DIST		11/12/2020	12/1/2022	30 /		1.00	0.50	200,000	199,464	200,083	
10884		90520EAK7	MUFG Union Bank	CASTLE	12/14/2021	12/9/2022	38 /		2.10	0.61	1,730,000	1,726,040		11/9/2022
10896		912828YW4	U.S. Treasury	CASTLE	6/15/2022	12/15/2022	44		1.63	2.31	2,000,000	1,995,164	1,998,372	
10910	AFD	313385U95	FED HOME LOAN BANK OF DES MOIN	PS	9/9/2022	12/29/2022	58		3.10	3.22	1,000,000	993,763	995,006	
10879		90331HPF4	US Bank	CASTLE	12/10/2021	1/9/2023	69 A		1.95	0.62	2,279,000	2,268,343	2,284,714	
10727		06051GEU9	Bank of America Corp	CASTLE	11/25/2019	1/11/2023	71 <i>F</i>		3.30	2.12	2,000,000	1,995,921	2,004,415	
10854		06051GEU9	Bank of America Corp	PS	8/16/2021	1/11/2023	71 A		3.30	0.27	1,000,000	997,961	1,005,876	
10813		740189AG0	Precision Castparts Corp	CASTLE	12/17/2020	1/15/2023	75 A		2.50	0.55	2,772,000	2,760,634	2,783,005	
10878 10869		3135G0T94 3133ENDQ0	Federal National Mtg Assn Federal Farm Credit Bank	R W B GPAC	12/9/2021 11/18/2021	1/19/2023 2/10/2023	79 A 101 A		2.38 0.16	0.39 0.29	1,000,000 2,000,000	996,433 1,978,010	1,004,294 1,999,287	
10907		912796T33	U.S. Treasury	CASTLE	9/1/2022	2/23/2023	114	Naa AAT	3.18	3.32	1,000,000	986,961	989,930	
10893		91282CBN0	U.S. Treasury	GPAC	2/7/2022	2/28/2023	119 /	.aa	0.13	0.85	2,000,000	1,973,350	1,995,303	
10857		558770DT7	CITY OF MADRAS OR	DA DAV	10/12/2021	3/1/2023	120	AA	0.45	0.45	210,000	206,991	210,000	
10897		912796U31	U.S. Treasury	CASTLE	6/15/2022	3/23/2023	142		2.62	2.74	3,000,000	2,950,302	2,968,997	
10922		912796YM5	U.S. Treasury	DA DAV	10/3/2022	3/30/2023	149		3.81	4.00	2,000,000	1,965,602	1,968,435	
10911	FAC	3133EKGC4	Federal Farm Credit Bank	CASTLE	9/9/2022	4/5/2023	155 A	Aaa AA+	2.25	3.44	1,500,000	1,485,626	1,492,496	
10880	MC1	78015K7G3	Royal Bank of Canada	PS	12/10/2021	4/17/2023	167 A	A A	1.60	0.64	2,000,000	1,968,828	2,008,794	
10894		9128284L1	U.S. Treasury	CASTLE	6/9/2022	4/30/2023	180		2.75	2.25	2,000,000	1,984,140	2,004,803	
10918		91282CBX8	U.S. Treasury	PS	10/3/2022	4/30/2023	180		0.13	4.02	2,000,000	1,957,812	1,962,157	
10859		46625HRL6	JPMorgan Chase - Corporate N	CASTLE	10/29/2021	5/18/2023	198 A		2.70	0.73	2,000,000	1,977,584	2,021,392	
10867 10908		3133ENEW6 313384GF0	Federal Farm Credit Bank	GPAC CASTLE	9/1/2022	5/23/2023 5/30/2023	203 A 210	.aa	0.38	0.37	2,000,000	1,953,848 1,949,150	2,000,000	
10908			FLLB Disc Corp U.S. Treasury	MORETN	11/17/2021	5/31/2023	210 211 A	22	3.32 0.13	3.48 0.37	2,000,000 2,000,000	1,948,516	1,961,267 1,997,174	
10835		010831DQ5	ALAMEDA CNTY CA JT PWRS AUTH	CASTLE	2/24/2021	6/1/2023	212		3.10	0.40	3,080,000	3,050,802	3,129,876	
10838			MORROW PORT TRANS FAC	RWB	4/1/2021	6/1/2023	212	A-	0.70	0.70	215,000	209,657	215,000	
10760		736746XU7	PORTLAND OR URBAN RENEWAL & TA	PS	7/14/2020	6/15/2023	226 /		4.02	2.90	615,000	611,224	619,107	
10839		984674JZ5	MCMINNVILLE SCHOOL DIST YAMHIL	PS	6/15/2021	6/15/2023	226 A		0.28	0.28	170,000	165,492	170,000	
10898	TRC	9128284U1	U.S. Treasury	CASTLE	6/15/2022	6/30/2023	241		2.63	3.06	1,000,000	988,203	997,188	
10709		29270CNU5	Bonneville Power Administratio	CASTLE	7/30/2019	7/1/2023	242 A		5.80	2.12	1,000,000	1,005,410	1,023,405	
10906		3130ASD48	Federal Home Loan Bank	CASTLE	8/1/2022	7/5/2023	246 A		2.37	3.03	2,000,000	1,969,979	1,991,289	
10912		3133EMS37	Federal Farm Credit Bank	CASTLE	9/9/2022	7/14/2023	255 A	Aaa AA+	0.13	3.56	2,000,000	1,939,167	1,952,809	
10899		912828ZY9	U.S. Treasury	CASTLE	6/15/2022	7/15/2023	256 256 A	aa3 AA	0.13	3.11 2.03	1,000,000	968,906	979,555	
10713 10868		361582AD1 3133ENEY2	Berkshire Hathaway Inc Federal Farm Credit Bank	GPAC	9/9/2019	7/15/2023 7/24/2023	265 A		7.35 0.45	0.45	500,000 2,000,000	509,412 1,938,656	517,960 2,000,000	
10832		06053FAA7	Bank of America Corp	DA DAV	2/23/2021	7/24/2023	265 A		4.10	0.43	1,000,000	996,159	1,028,175	
10769		3137EAEV7	Federal Home Loan Mtg Corp	CASTLE	8/21/2020	8/24/2023	296 A		0.25	0.28	5,000,000	4,822,414	4,998,620	
10909		313384LA5	FED HOME LOAN BANK OF DES MOIN	PS	9/1/2022	8/29/2023	301 A		3.44	3.63	1,500,000	1,445,637	1,456,857	
10768	MUN	67232TBM6	OAKLAND CA REDEV SUCCESSOR	PS	8/21/2020	9/1/2023	304	AA-	3.13	0.60	2,500,000	2,457,500	2,552,018	
10913		3130ATB71	Federal Home Loan Bank	CASTLE	9/9/2022	9/6/2023	309 A		3.63	3.63	2,000,000	1,984,205	1,999,950	
10843		098419MM3	BONNEVILLE & BINGHAM CNTYS SCH	PS	7/28/2021	9/15/2023	318 A		4.00	0.43	1,000,000	991,610	1,030,958	
10780		476453GR0	JEROME IDAHO SCHOOL DISTRICT	PS	10/13/2020	9/15/2023	318		5.00	0.48	200,000	200,254	207,822	
10819		3133EMLE0	Federal Farm Credit Bank	PS	12/30/2020	9/22/2023	325 A		0.19	0.19	2,000,000	1,917,516	2,000,000	
10914 10860		3130ATDQ7 91282CDA6	Federal Home Loan Bank U.S. Treasury	CASTLE MORETN	9/29/2022 11/1/2021	9/29/2023 9/30/2023	332 A 333 A		4.05 0.25	3.86 0.46	2,000,000	1,995,123 1,920,390	2,000,000 1,996,273	
10915		3133ENN63	Federal Farm Credit Bank	CASTLE	9/20/2022	10/17/2023	350	Naa .	4.13	4.13	2,000,000 2,000,000	1,987,659	2,000,000	
10913			Federal Home Loan Bank	PS	10/27/2022		360 A	vaa	4.13	4.13	2,000,000	1,997,679		1/27/2023
10917			U.S. Treasury	CASTLE	10/3/2022		364		0.38	4.22	2,000,000	1,916,172	1,925,759	
10794			Federal Home Loan Mtg Corp	CASTLE	11/5/2020		370	AA+	0.25	0.28	5,000,000	4,777,225	4,998,481	
10802		459058JM6	International Bonds for Recons	CASTLE	11/24/2020		388 A	aa AAA	0.25	0.32	2,000,000	1,908,254	1,998,475	
10789		014365DR8		RWB	11/12/2020	12/1/2023	395 A		1.00	0.55	270,000	259,608	271,303	
10837			MORROW PORT TRANS FAC	RWB	4/1/2021	12/1/2023	395	A-	0.70	0.70	1,000,000	954,210	1,000,000	
10836		31422XBV3	Federal Agriculture Mtg Corp	GPAC	3/15/2021	12/15/2023	409	0 0	0.22	0.21	2,000,000	1,904,661	2,000,000	
10923		06051GFB0	Bank of America Corp	CASTLE	1/12/2021	1/22/2024	447 A		4.13	0.52	2,000,000	1,975,952	2,087,472	
10900 10928		91282CDV0 912828V80	U.S. Treasury U.S. Treasury	GPAC MORETN	6/28/2022	1/31/2024 1/31/2024	456 A	Add	0.88 2.25	3.02 4.55	2,000,000 2,000,000	1,907,968 1,941,796	1,948,154 1,944,754	
10928		46625HJT8	JPMorgan Chase - Corporate N	CASTLE	12/2/2021	2/1/2024	456 457 <i>A</i>	.2 A-	3.88	0.93	1,000,000	987,596	1,944,754	
10873		3135G0V34	Federal National Mtg Assn	GPAC	12/1/2021	2/5/2024	461 A		2.50	0.59	2,000,000	1,947,109	2,047,786	
10862			Apple Inc	GPAC	11/17/2021	2/9/2024	465 A		3.00	0.91	2,000,000	1,958,642		12/9/2023
			1.1.1 ****			_, 0, _ 0 _ 1	.00/	1- 0 (0.00	0.01	_,000,000	.,500,012	_,00_,.00	-

11/28/2022 Item #11.

					Purchase	Maturity	Days To	R	atings	Coupon		Par	Market	ROOK	Call
Inv#	Inv Type	CUSIP	Security	Broker	Date	Date	Maturity	Moodys	S&P/Fitch	Rate	YTM 365	Value	Value	Value	CallDate
10861	FAC	3130APUV5	Federal Home Loan Bank	DA DAV	11/23/2021	2/23/2024		Aaa	AA+	0.65	0.65	1,670,000	1,579,108		11/23/2022
10834		3133EMRZ7	Federal Farm Credit Bank	CASTLE	2/26/2021	2/26/2024	482	Aaa	AA+	0.25	0.26	2,000,000	1,890,139	1,999,683	
10919	TRC	91282CBR1	U.S. Treasury	PS	10/3/2022	3/15/2024	500			0.25	4.28	2,000,000	1,883,672	1,893,932	
10903	FAC	3130ASLR8	Federal Home Loan Bank	CASTLE	7/6/2022	3/28/2024	513	Aaa	AA+	3.45	3.39	2,000,000	1,957,707	2,001,653	12/28/2022
10901				GPAC	6/28/2022	3/31/2024		Aaa		2.25	3.05	2,000,000	1,933,984	1,978,148	
10851		06051GFF1	Bank of America Corp	CASTLE	8/12/2021	4/1/2024	517	A2	A-	4.00	0.61	2,000,000	1,970,544	2,095,272	
10829		68607VZ73	Oregon State Lottery	PS	1/26/2021	4/1/2024		Aa2	AAA	2.51	0.39	2,350,000	2,273,390	2,419,900	
10924			U.S. Treasury	MORETN	10/20/2022	4/15/2024	531			0.38	4.62	2,000,000	1,880,000	1,882,041	
10874		68609TWC8	Oregon State Lottery	RWB	12/2/2021	5/1/2024		Aa1	AA+	0.80	0.73	500,000	471,765	500,482	
10864		46625HJX9	JPMorgan Chase - Corporate N	CASTLE	11/18/2021	5/13/2024	559		A-	3.63	0.98	1,500,000	1,469,056	1,560,024	
10925			U.S. Treasury	MORETN	10/20/2022	5/15/2024	561			2.50	4.63	2,000,000	1,935,704	1,937,432	
10902			U.S. Treasury	GPAC	6/28/2022	5/31/2024		Aaa		2.50	3.08	2,000,000	1,934,766	1,982,302	
10846	MC1	06051GJY6	Bank of America Corp	CASTLE	7/27/2021	6/14/2024	591	A2	A-	0.52	0.52	1,000,000	964,876	1,000,031	6/14/2023
10777		179093KQ1	CLACKAMAS SCHOOL DISTRICT	PS	10/1/2020	6/15/2024	592	Aa1		0.61	0.61	500,000	468,485	500,000	
10807	MUN	179198JF4	CLACKAMAS SCHOOL DISTRICT	DA DAV	12/3/2020	6/15/2024		Aa1		0.83	0.48	300,000	281,313	301,686	
10815	MUN	625517MG9	MULTNOMAH COUNTY OR SCHOOLS	RWB	12/30/2020	6/15/2024	592	Aa1	AA+	2.00	0.41	2,750,000	2,628,423	2,820,806	
10809		736688MD1	Portland Community College	PS	12/17/2020	6/15/2024	592	Aa1		0.57	0.57	1,000,000	937,220	1,000,000	
10776	MUN	568571CZ4	SILVER FALLS SD	PS	9/17/2020	6/15/2024	592	Aa1		0.55	0.55	1,900,000	1,772,073	1,900,000	
10779	MUN	906429EE1	UNION CTY OR SCHOOL DISTRICT	PS	10/8/2020	6/15/2024	592	Aa1		0.68	0.68	490,000	458,312	490,000	
10785	MUN	939307KV5	Washington County SD Municipal	PS	10/28/2020	6/15/2024	592	Aa1		0.59	0.58	1,500,000	1,398,510	1,500,000	
10771	MC1	68583RCT7	OR ST COMMUNITY COLLEGE DIST	RWB	8/27/2020	6/30/2024	607	Aa1	AA+	5.66	0.60	90,000	90,950	97,479	
10853	MUN	68583RCY6	OR ST COMMUNITY COLLEGE DIST	PS	8/31/2021	6/30/2024	607		AA	0.58	0.58	1,000,000	929,880	1,000,000	
10782	MUN	584288ER1	MEDFORD OR REVENUE	RWB	10/14/2020	7/15/2024	622		AA-	2.00	0.65	815,000	777,469	833,505	
10842	FAC	3133EMT51	Federal Farm Credit Bank	RWB	7/19/2021	7/19/2024		Aaa	AA+	0.42	0.43	1,000,000	926,702	999,857	
10848	BCD	795451AA1	SALLIE MAE	GPAC	7/21/2021	7/22/2024	629			0.55	0.55	249,000	231,720	249,000	
10828	MC1	3133EMNK4	Federal Farm Credit Bank	DA DAV	1/22/2021	7/22/2024	629	Aaa	AA+	0.31	0.31	2,000,000	1,850,578	2,000,000	
10847	BCD	38149MXG3	GOLDMAN SACHS	GPAC	7/28/2021	7/29/2024	636			0.55	0.55	249,000	231,934	249,000	
10844	BCD	05580AB78	BMW	GPAC	7/30/2021	7/30/2024	637			0.55	0.55	249,000	231,906	249,000	
10858	MC1	91159HHX1	US Bank	PS	10/29/2021	7/30/2024	637	A2	A+	2.40	0.84	2,000,000	1,910,862	2,053,697	
10805	MUN	68609TZR2	Oregon State Lottery	RWB	12/1/2020	8/1/2024	639	Aa1	AA+	0.64	0.41	505,000	470,837	506,955	
10811		68608USW7	Oregon State Lottery	RWB	12/17/2020	8/1/2024		Aa1	AA+	2.68	0.94	755,000	729,428	777,528	
10812	MUN	68608USD9	Oregon State Lottery	RWB	12/17/2020	8/1/2024	639	Aa1	AA+	2.68	0.94	500,000	492,385	514,919	
10784	MUN	732098PE2	POMONA CALI UNI SCH DIST TAXAB	PS	10/20/2020	8/1/2024	639	Aa3		0.77	0.60	1,200,000	1,119,348	1,203,522	
10786		835569GR9	SONOMA CCD	PS	10/21/2020	8/1/2024	639	Aa2	AA	2.06	0.60	1,200,000	1,144,992	1,230,284	
10849		89235MLF6	TOYOTA FINANCIAL SGS BANK	GPAC	8/5/2021	8/5/2024	643			0.55	0.55	249,000	231,739	249,000	
10850		90348JR85	UBS BANK USA	GPAC	8/11/2021	8/12/2024	650			0.55	0.54	249,000	231,435	249,000	
10816			XTO Energy Inc	GPAC	12/21/2020	8/16/2024		Aa1	AA	2.02	0.54	2,000,000	1,905,970		7/16/2024
10810		73474TAB6	MORROW PORT TRANS FAC	RWB	12/14/2020	9/1/2024		Aa2		3.22	0.42	1,750,000	1,700,003	1,839,065	
10775		3134GWF84	Federal Home Loan Mtg Corp	CASTLE	9/9/2020	9/9/2024		Aaa		0.48	0.48	1,000,000	922,995		12/9/2022
10830		22546QAP2	CREDIT SUISSE NY	CASTLE	2/1/2021	9/9/2024		Aa3		3.63	0.57	2,950,000	2,740,311	3,115,178	
10778		4511527C0	IDAHO ST BOND BANK AUTH REVENU	PS	10/8/2020	9/15/2024	684	Aa1		5.00	0.61	1,000,000	1,002,850	1,081,085	
10781	MUN	476453GS8	JEROME IDAHO SCHOOL DISTRICT	PS	10/13/2020	9/15/2024	684	Aaa		5.00	0.73	220,000	220,519	237,328	
10916		3133ENP79	Federal Farm Credit Bank	CASTLE	9/26/2022	9/26/2024	695			4.25	4.25	2,000,000	1,985,655	1,999,848	
10808		13034AL57	CALIFORNIA INFRASTRUCTURE & EC	GPAC	12/17/2020	10/1/2024	700		AAA	0.65	0.65	1,000,000	922,770	1,000,000	
10783	FAC	3133EMCN0	Federal Farm Credit Bank	CASTLE	10/16/2020	10/15/2024	714	Aaa	AA+	0.40	0.44	2,000,000	1,835,627	1,998,444	
10926	FAC	3133ENS68	Federal Farm Credit Bank	RWB	10/20/2022	10/17/2024	716	Aaa	AA+	4.62	4.71	2,000,000	1,991,356	1,996,554	10/17/2023

Position Control Summary

					РО	sition Co	ontrol Sur	nmary F	r23					July - June
Org		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Percent Unfilled
Assessor	Filled	33.26	31.00	32.00	31.00									
	Unfilled	2.00	4.26	3.26	4.26									9.77
Clerk	Filled	9.48	9.48	10.48	10.48									
	Unfilled	1.00	1.00	-	-									4.77
ВОРТА	Filled	0.52	0.52	0.52	0.52									
	Unfilled	-	-	-	-									0.00
DA	Filled	57.40	58.40	59.20	61.20									
_	Unfilled	3.20	2.20	1.40	0.40									2.9
Тах	Filled	5.50	5.50	6.50	6.50									
\/-+l	Unfilled	1.00	1.00	-	-									7.6
Veterans'	Filled Unfilled	5.00	5.00	5.00	4.00									г 0
Property Magt	Filled	2.00	2.00	2.00	1.00 2.00									5.0
Property Mngt	Unfilled	1.00	1.00	1.00	1.00									33.3
otal General Fund		113.16	111.90	115.70	115.70	_	_	-	-	-	-	_	_	33.3
	Unfilled	8.20	9.46	5.66	6.66	-	-	-	-	-	-	-	-	6.10
ustice Court	Filled	4.60	4.60	4.60	4.60									0.00
ommunity luctics	Unfilled	45.20	45.20	45.90	44.90									0.0
Community Justice	Unfilled	45.20 2.70	45.20 2.70	45.90 2.00	3.00									5.4
heriff	Filled	2.70 218.25	232.25	230.25	230.25									5.4
mem.	Unfilled	44.75	30.75	32.75	32.75									13.4
louseless Effort	Filled	- 44.73	- 30.73	1.00	1.00									13.4
louseless Errort	Unfilled	2.00	2.00	1.00	1.00									75.0
lealth Srvcs	Filled	355.80	357.50	368.30	371.30									75.0
learth Sives	Unfilled	49.55	47.85	48.25	46.25									11.6
DD	Filled	59.80	58.80	59.80	58.80									11.0
.55	Unfilled	12.20	13.20	12.20	13.20									17.6
oad	Filled	55.00	55.00	58.00	57.00									17.0
	Unfilled	6.00	6.00	3.00	4.00									7.7
dult P&P	Filled	35.55	35.55	35.85	34.85									
	Unfilled	5.30	5.30	5.00	6.00									13.2
olid Waste	Filled	27.00	26.00	28.00	26.00									
	Unfilled	3.00	4.00	2.00	4.00									10.8
/ictims Assistance	Filled	8.00	8.00	8.00	8.50									
	Unfilled	-	-	-	-									0.00
GIS Dedicated	Filled	2.30	2.30	2.30	2.30									
	Unfilled	-	-	-	-									0.00
air & Expo	Filled	9.75	9.75	9.75	10.75									
	Unfilled	3.75	3.75	3.75	2.75									25.93
latural Resource	Filled	1.00	-	-	-									
	Unfilled	1.00	2.00	2.00	2.00									87.5
SF - Facilities	Filled	20.75	21.75	20.75	21.75									
	Unfilled	4.25	3.25	4.25	3.25									15.00
SF - Admin	Filled	8.75	8.75	9.75	10.75									
	Unfilled	2.00	2.00	1.00	-									11.6
SF - BOCC	Filled	3.00	3.00	3.00	3.00									
	Unfilled	-	-	-	-									0.0
SF - Finance	Filled	10.00	8.00	10.00	9.00									
	Unfilled	1.00	3.00	1.00	2.00									15.9
SF - Legal	Filled	7.00	7.00	7.00	7.00									_
	Unfilled	-	-	-	-									0.0
SF - HR	Filled	9.00	9.00	9.00	9.00									
`- IT	Unfilled	1.00	1.00	1.00	1.00									10.0
SF - IT	Filled	16.70	16.70	16.70	16.70									
or piel.	Unfilled	2.25	2.25	- 2.25	- 2.25									0.0
SF - Risk	Filled	2.25	2.25	2.25	2.25									
11	Unfilled			40.57										0.0
11	Filled	52.00	51.00	49.57	50.57									45.0
	Unfilled	8.00	9.00	10.43	9.43									15.3
otal:														
	Filled	1,064.86	1,074.30	1,095.47	1,095.97	-	-	-	-	-	-	-	-	
	Unfilled	154.70	145.26	135.29	137.29	-	-	-	-	-	-	-	-	
	Total	1,219.56	1,219.56	1,230.76	1,233.26 A	-	-	-	-	-	-	-	-	
	% Unfilled	12.68%	11.91%	10.99%	11.13%									11.6

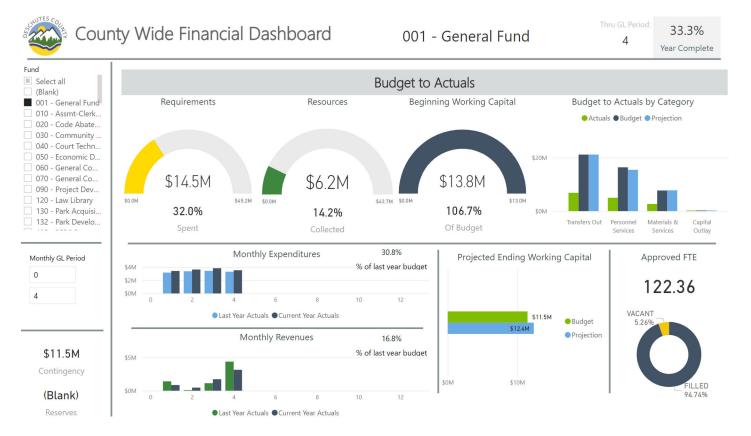
Budget to Actuals Report

General Fund

Revenue YTD in the General Fund is \$6.2M or 14.2% of budget. By comparison, last year revenue YTD was \$6.8M and 16.7% of budget.

Expenses YTD are \$14.5M and 32.0% of budget. By comparison, last year expenses YTD was \$13.4M and 31.0% of budget.

Beginning Fund Balance is \$13.8M or 106.7% of the budgeted \$12.9M beginning fund balance. Final beginning fund balance will be determined after the final close of FY22.



All Major Funds

On the attached pages you will find the Budget to Actuals Report for the County's major funds with actual revenue and expense data compared to budget through October 31, 2022.

517,524

3,146,973

23,027,177

12,019,306

50,071,869

312,836,891

7,546

618 - RV Park

705 - 911

999 - Other

619 - RV Park Reserve

670 - Risk Management

TOTAL RESOURCES

675 - Health Benefits

33.3% Year Complete

	Fisca	al Year 2022		Fiscal Year 2023				
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%
001 - General Fund	40,504,168	40,047,506	99%	43,472,708	6,137,721	14%	42,650,786	98%
030 - Juvenile	901,143	1,007,843	112%	1,010,203	86,860	9%	1,026,366	102%
160/170 - TRT	12,578,435	13,029,089	104%	13,631,282	7,303,332	54%	13,981,003	103%
200 - American Rescue Fund	19,000,000	14,281,402	75%	105,186	26,577,172	999%	29,044,591	999%
220 - Justice Court	550,832	494,676	90%	525,032	174,410	33%	525,510	100%
255 - Sheriff's Office	44,947,745	45,776,980	102%	48,790,055	6,960,539	14%	48,659,191	100%
274 - Health Services	48,727,400	48,848,440	100%	56,765,218	21,154,461	37%	59,830,197	105%
295 - CDD	9,580,316	10,542,434	110%	11,675,519	3,443,886	29%	10,287,817	88%
325 - Road	22,629,649	24,768,506	109%	24,889,063	9,536,825	38%	24,924,977	100%
355 - Adult P&P	5,840,250	6,178,356	106%	6,134,018	3,126,900	51%	6,128,554	100%
465 - Road CIP	2,471,190	1,124,832	46%	1,943,063	85,266	4%	1,074,060	55%
610 - Solid Waste	13,350,600	13,930,834	104%	14,503,499	5,187,652	36%	14,516,491	100%
615 - Fair & Expo	1,395,724	1,779,723	128%	1,408,534	624,451	44%	1,413,513	100%
616 - Annual County Fair	1,560,500	1,922,671	123%	1,849,380	2,360,021	128%	2,372,997	128%
617 - Fair & Expo Capital Reserve	8,544	8,012	94%	7,414	7,350	99%	19,950	269%

584,713 113%

4,409,440 140%

25,070,639 109%

12,896,533 107%

34,055,652 68%

300,764,634

6,354 84%

642,252

3,311,477

23,658,700

13,744,678

57,508,737

325,582,317

6,298

36%

38%

33%

8%

42%

4,477 71%

233,629

1,258,475

7,850,592

1,078,309

136,905,632

33,713,305 59%

643,360 100%

12,400 197%

3,344,351 101%

23,694,394 100%

13,811,671 100%

59,326,870 103%

357,289,051 110%

	Fisca	al Year 2022		Fiscal Year 2023							
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%			
001 - General Fund	21,298,809	19,383,248	91%	24,106,083	7,628,947	32%	23,259,722	96%			
030 - Juvenile	7,496,355	6,674,328	89%	7,928,538	2,329,774	29%	7,496,826	95%			
160/170 - TRT	4,010,388	3,826,539	95%	13,113,218	7,409,578	57%	13,204,157	101%			
200 - American Rescue Fund	38,000,000	14,187,441	37%	23,129,361	1,661,065	7%	23,129,361	100%			
220 - Justice Court	736,142	690,802	94%	731,183	246,359	34%	731,183	100%			

96%

255 - Sheriff's Office	54,162,360	51,382,461	95%	59,628,533	18,770,605	31%	58,855,575	99%
274 - Health Services	58,872,642	51,718,597	88%	70,247,070	20,594,940	29%	66,267,224	94%
295 - CDD	9,978,889	8,963,943	90%	11,233,304	3,057,569	27%	9,704,473	86%
325 - Road	15,024,128	13,771,124	92%	16,188,996	4,516,688	28%	15,968,699	99%
355 - Adult P&P	7,079,915	6,392,578	90%	7,575,910	2,175,645	29%	6,841,393	90%
465 - Road CIP	29,722,691	8,106,117	27%	28,387,166	12,562,399	44%	27,419,323	97%
610 - Solid Waste	9,709,991	8,792,122	91%	11,754,672	2,722,262	23%	11,754,672	100%
615 - Fair & Expo	2,504,877	2,626,480	105%	2,768,054	752,097	27%	2,552,897	92%
616 - Annual County Fair	1,468,131	1,352,783	92%	1,852,030	1,673,069	90%	1,852,030	100%
617 - Fair & Expo Capital Reserve	568,000	7,670	1%	870,000	92	0%	870,000	100%
618 - RV Park	552,188	466,135	84%	594,181	124,184	21%	587,668	99%
619 - RV Park Reserve	100,000	885	1%	100,000	4,490	4%	100,000	100%
670 - Risk Management	6,427,292	4,982,451	78%	5,887,806	1,280,507	22%	5,837,558	99%
675 - Health Benefits	29,424,393	29,294,027	100%	26,769,217	6,446,730	24%	26,769,217	100%
705 - 911	14,563,007	10,896,900	75%	17,769,397	3,645,756	21%	16,726,613	94%
999 - Other	86,872,890	41,149,853	47%	106,795,564	12,534,824	12%	106,686,217	100%
TOTAL REQUIREMENTS	398,573,088	284,666,484	71%	437,430,283	110,137,580	25%	426,614,808	98%

	Fisca	al Year 2022			Fiscal	Year 20)23	
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%
001 - General Fund	(21,952,604)	(21,807,006)	99%	(20,867,706)	(6,745,372)	32%	(20,867,267)	100%
030 - Juvenile	6,223,387	6,223,387	100%	6,452,997	2,150,996	33%	6,452,997	100%
160/170 - TRT	(6,024,574)	(5,916,413)	98%	(6,031,446)	(2,010,468)	33%	(6,072,784)	101%
220 - Justice Court	240,956	196,126	81%	263,217	87,736	33%	263,217	100%
255 - Sheriff's Office	3,500,737	3,501,246	100%	3,448,587	1,240,592	36%	3,448,587	100%
274 - Health Services	6,122,830	6,122,830	100%	8,258,652	2,630,038	32%	7,013,388	85%
295 - CDD	(270,622)	(1,159,207)	428%	(911,585)	(435,929)	48%	(1,274,423)	140%
325 - Road	(11,757,547)	(11,757,547)	100%	(12,330,136)	(7,440,775)	60%	(12,330,136)	100%
355 - Adult P&P	471,072	471,071	100%	467,092	155,692	33%	467,092	100%
465 - Road CIP	12,193,917	10,672,113	88%	14,230,313	4,889,361	34%	14,230,313	100%
610 - Solid Waste	(6,029,323)	(6,029,323)	100%	(5,299,665)	(2,644,652)	50%	(5,299,665)	100%
615 - Fair & Expo	962,736	918,804	95%	704,127	234,708	33%	733,062	104%
616 - Annual County Fair	(75,000)	(75,000)	100%	(156,706)	(52,232)	33%	(156,706)	100%
617 - Fair & Expo Capital Reserve	798,901	779,502	98%	1,149,827	383,268	33%	1,162,230	101%
618 - RV Park	47,958	47,958	100%	(81,566)	(80,524)	99%	(81,566)	100%
619 - RV Park Reserve	132,042	132,042	100%	261,750	87,188	33%	261,566	100%
670 - Risk Management	(3,500)	(3,500)	100%	(3,500)	(1,164)	33%	(3,500)	100%
705 - 911	-	-	0%	-	-	1	-	
999 - Other	15,418,726	17,682,916	115%	10,445,493	7,551,538	72%	12,053,595	115%
TOTAL TRANSFERS	91	-	0	(255)	-	0	-	0%

TOTAL FUND BALANCE

33.3% Year Complete

	Fiscal Year 2022				Fiscal	Year 2023	3		
ENDING FUND BALANCE	Budget	Actuals	%	Budget	Actuals	Projection	%		
001 - General Fund	10,723,375	13,847,827	129%	11,474,637	5,611,230	12,371,62	5 108%		
030 - Juvenile	596,681	1,522,125	255%	634,663	1,284,662	1,359,11	7 214%		
160/170 - TRT	8,433,816	9,475,532	112%	4,000,000	7,358,818	4,179,59	4 104%		
200 - American Rescue Fund	-	108,098	999%	-	25,024,205	6,023,32	8 999%		
220 - Justice Court	55,646	-	0%	57,066	15,787	57,54	4 101%		
255 - Sheriff's Office	12,160,633	15,162,285	125%	7,024,650	5,340,801	9,162,47	8 130%		
274 - Health Services	6,011,534	13,942,649	232%	6,005,519	17,189,883	14,518,96	2 242%		
295 - CDD	763,172	2,168,956	284%	1,627,134	2,119,344	1,477,87	7 91%		
325 - Road	2,231,806	7,806,356	350%	2,262,898	5,385,718	4,432,49	9 196%		
355 - Adult P&P	1,971,182	3,238,905	164%	2,125,200	4,345,851	2,993,15	8 141%		
465 - Road CIP	5,316,460	27,223,832	512%	12,334,484	19,636,059	15,108,88	2 122%		
610 - Solid Waste	583,520	3,066,662	526%	556,359	2,917,745	559,16	1 101%		
615 - Fair & Expo	604,256	995,519	165%	315,960	1,103,482	590,09	8 187%		
616 - Annual County Fair	17,369	385,854	999%	225,358	1,020,574	750,11	5 333%		
617 - Fair & Expo Capital Reserve	1,341,108	1,809,440	135%	1,587,183	2,199,967	2,121,62	0 134%		
618 - RV Park	13,294	166,536	999%	82,920	195,458	140,66	2 170%		
619 - RV Park Reserve	824,054	1,191,937	145%	1,340,766	1,279,112	1,365,90	3 102%		
670 - Risk Management	5,045,296	8,944,938	177%	5,107,351	8,921,742	6,448,23	1 126%		
675 - Health Benefits	8,375,402	11,304,191	135%	8,815,139	12,708,052	8,229,36	8 93%		
705 - 911	9,307,082	12,708,705	137%	8,926,080	10,141,258	9,793,76	3 110%		
999 - Other	55,322,038	95,096,396	172%	56,813,544	124,974,738	64,027,91	8 113%		

129,697,724 230,166,744 177% 131,316,911

258,774,485

165,711,903 126%

Fiscal Year 2022

33.3% Year Complete

Fiscal Year 2023

	1 1000	1 1001 2022			<u>'</u>	13001 100	1 2020			
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Property Taxes - Current	32,410,716	32,791,880	101%	34,467,173	2,636,604	8%	34,378,087	100%	(89,086)	A
Property Taxes - Prior	460,000	337,612	73%	301,000	144,724	48%	301,000	100%	-	
Other General Revenues	2,689,926	2,880,344	107%	3,591,874	2,499,828	70%	3,591,874	100%		В
Assessor	987,411	886,514	90%	964,246	202,604	21%	964,246	100%		
Clerk	2,741,215	2,225,591	81%	2,298,566	479,128	21%	1,598,566	70%	(700,000)	С
BOPTA	14,588	13,216	91%	14,588	3,072	21%	14,588	100%	-!	
District Attorney	448,201	258,776	58%	1,183,942	90,789	8%	1,183,942	100%	-!	D
Tax Office	341,004	321,554	94%	221,483	57,581	26%	221,483	100%	-!	
Veterans	259,107	182,018	70%	214,836	-	0%	182,000	85%	(32,836)	Е
Property Management	152,000	150,000	99%	215,000	23,391	11%	215,000	100%		F
TOTAL RESOURCES	40,504,168	40,047,506	99%	43,472,708	6,137,721	14%	42,650,786	98%	(821,922)	
REQUIREMENTS	Budget									
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Assessor	5,454,784	Actuals 5,157,534	95%	Budget 5,910,478	Actuals 1,853,527	31%	Projection 5,521,101	93%	\$ Variance 389,377	G
Assessor Clerk			-							
	5,454,784	5,157,534	95%	5,910,478	1,853,527	31%	5,521,101	93% 98%	389,377 39,405	
Clerk	5,454,784 2,080,739	5,157,534 1,735,214	95% 83%	5,910,478 2,432,710	1,853,527 696,584	31% 29%	5,521,101 2,393,305	93% 98%	389,377 39,405	Н
Clerk BOPTA	5,454,784 2,080,739 82,911	5,157,534 1,735,214 77,147	95% 83% 93% 89%	5,910,478 2,432,710 87,177 10,979,839	1,853,527 696,584 29,819	31% 29% 34%	5,521,101 2,393,305 87,177	93% 98% 100% 97%	389,377 39,405 342,872	Н
Clerk BOPTA District Attorney	5,454,784 2,080,739 82,911 9,715,707	5,157,534 1,735,214 77,147 8,677,696	95% 83% 93% 89%	5,910,478 2,432,710 87,177 10,979,839	1,853,527 696,584 29,819 3,206,969	31% 29% 34% 29%	5,521,101 2,393,305 87,177 10,636,967	93% 98% 100% 97% 100%	389,377 39,405 342,872	H
Clerk BOPTA District Attorney Medical Examiner	5,454,784 2,080,739 82,911 9,715,707 242,652	5,157,534 1,735,214 77,147 8,677,696 241,582	95% 83% 93% 89% 100%	5,910,478 2,432,710 87,177 10,979,839 438,702	1,853,527 696,584 29,819 3,206,969 62,984	31% 29% 34% 29% 14%	5,521,101 2,393,305 87,177 10,636,967 438,702	93% 98% 100% 97% 100%	389,377 39,405 342,872	н і н
Clerk BOPTA District Attorney Medical Examiner Tax Office	5,454,784 2,080,739 82,911 9,715,707 242,652 932,570	5,157,534 1,735,214 77,147 8,677,696 241,582 886,019	95% 83% 93% 89% 100% 95%	5,910,478 2,432,710 87,177 10,979,839 438,702 905,262	1,853,527 696,584 29,819 3,206,969 62,984 311,390	31% 29% 34% 29% 14%	5,521,101 2,393,305 87,177 10,636,967 438,702 892,184	93% 98% 100% 97% 100% 99%	389,377 39,405 - 342,872 - 13,078	H I H
Clerk BOPTA District Attorney Medical Examiner Tax Office Veterans	5,454,784 2,080,739 82,911 9,715,707 242,652 932,570 795,189	5,157,534 1,735,214 77,147 8,677,696 241,582 886,019 762,328	95% 83% 93% 89% 100% 95% 96%	5,910,478 2,432,710 87,177 10,979,839 438,702 905,262 813,100	1,853,527 696,584 29,819 3,206,969 62,984 311,390 258,582	31% 29% 34% 29% 14% 34% 32% 24%	5,521,101 2,393,305 87,177 10,636,967 438,702 892,184 780,264	93% 98% 100% 97% 100% 99% 96% 94%	389,377 39,405 342,872 13,078 32,836 28,793	H I H

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In	260,000	260,000	100%	260,000	86,812	33%	260,439	100%	439 J
Transfers Out	(22,212,604)	(22,067,006)	99%	(21,127,706)	(6,832,184)	32%	(21,127,706)	100%	<u> </u>
TOTAL TRANSFERS	(21,952,604)	(21,807,006)	99%	(20,867,706)	(6,745,372)	32%	(20,867,267)	100%	439

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	_
Beginning Fund Balance	13,470,620	14,990,575	111%	12,975,718	13,847,828	107%	13,847,828	107%	872,110	K
Resources over Requirements	19,205,359	20,664,258		19,366,625	(1,491,226)		19,391,064		24,439	
Net Transfers - In (Out)	(21,952,604)	(21,807,006)		(20,867,706)	(6,745,372)		(20,867,267)		439	
TOTAL FUND BALANCE	\$ 10,723,375	\$ 13,847,828	129%	\$ 11,474,637	\$ 5,611,230	49%	\$ 12,371,625	108%	\$896,988	

- A Current year taxes received primarily in November, February and May; actual FY22-23 TAV is 5.50% over FY21-22 vs. 5.55% budgeted
- B PILT payment of \$500,000 received in July 2022; includes ~\$585K for a State Grant that will be passed through to NeighborImpact for domestic well assistance
- c Recording fees expected to be lower than budget due to decreased loan origination volume from rising interest rates
- Recent budget adjustment to increase State grant funding which is expected to come in later this fiscal year
- E Oregon Dept. of Veteran's Affairs grant reimbursed quarterly
- F Interfund land-sale management revenue recorded at year-end
- G Projected Personnel savings based on FY22/FY23 average vacancy rate of 7.9%
- H Projected Personnel based on vacancy savings to date
- Projected Personnel savings based on FY22/FY23 average vacancy rate of 4.2%
- J Repayment to General Fund from Finance Reserves for ERP Implementation
- Final Beginning Fund Balance will be determined after the final close of FY22

\$ 1,359,117 214%

\$724,454

	Fisca	l Year 2022			F	iscal Yea	ır 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
OYA Basic & Diversion	432,044	500,765	116%	525,049		0%	525,049	100%	-
ODE Juvenile Crime Prev	100,517	117,184	117%	123,000	-	0%	123,000	100%	-
Gen Fund-Crime Prevention	89,500	89,500	100%	89,500	-	0%	89,500	100%	-
Leases	88,000	89,154	101%	86,000	30,076	35%	90,228	105%	4,228 A
Inmate/Prisoner Housing	80,000	92,400	116%	55,000	32,250	59%	55,000	100%	
DOC Unif Crime Fee/HB2712	49,339	50,462	102%	49,339	-	0%	49,339	100%	-
Miscellaneous	7,500	29,113	388%	42,500	9,863	23%	42,500	100%	-
OJD Court Fac/Sec SB 1065	20,000	10,291	51%	15,000	3,670	24%	15,000	100%	
Food Subsidy	12,000	11,380	95%	10,000	2,720	27%	10,000	100%	-
Contract Payments	8,000	9,947	124%	8,000	1,547	19%	8,000	100%	-
Interest on Investments	14,243	7,647	54%	6,815	6,735	99%	18,750	275%	11,935 B
TOTAL RESOURCES	901,143	1,007,843	112%	1,010,203	86,860	9%	1,026,366	102%	16,163
•									
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	6,082,895	5,411,118	89%	6,332,160	1,901,347	30%	5,912,823	93%	419,337 C
Materials and Services	1,363,409	1,249,983	92%	1,527,992	420,827	28%	1,515,617	99%	12,375
Capital Outlay	50,051	13,226	26%	68,386	7,600	11%	68,386	100%	
TOTAL REQUIREMENTS	7,496,355	6,674,328	89%	7,928,538	2,329,774	29%	7,496,826	95%	431,712
TDANCEEDO									
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Funds	6,304,397	6,304,397	100%	6,529,064	2,176,348	33%	6,529,064	100%	-
Transfers Out-Veh Reserve	(81,010)	(81,010)	100%	(76,067)	(25,352)	33%	(76,067)	100%	
TOTAL TRANSFERS	6,223,387	6,223,387	100%	6,452,997	2,150,996	33%	6,452,997	100%	-
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	968,506	965,223	100%	1,100,001	1,376,580	125%	1,376,580	125%	276,579 D
Resources over Requirements	(6,595,212)	(5,666,485)		(6,918,335)	(2,242,914)		(6,470,460)		447,875
Net Transfers - In (Out)	6,223,387	6,223,387		6,452,997	2,150,996		6,452,997		-

\$ 634,663

\$ 1,284,662 202%

A New lease payment for JBarJ

TOTAL FUND BALANCE

- B Investment Income projected to come in higher than budget
- c Projected Personnel savings based on FY22/FY23 average vacancy rate of 6.3%

\$ 596,681

\$ 1,522,125 255%

Final Beginning Fund Balance will be determined after the final close of FY22

Budget

RESOURCES

Fiscal Year 2022

Actuals

33.3% Year Complete

\$ Variance

Budget

%

Fiscal Year 2023

Projection

%

Actuals

Room Taxes Interest on Investments	12,519,987 58,448	12,977,205 51,884	104% 89%	, ,	7,277,729 25,603	54% 51%	13,911,563 69,440	102% 138%		
TOTAL RESOURCES	12,578,435	13,029,089	104% ;	13,631,282	7,303,332	54% ;	13,981,003	103%	349,721	
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Grants & Contributions	-	-		5,600,000	4,600,000	82%	5,600,000	100%		С
COVA	3,660,659	3,512,891	96%	3,675,886	1,538,333	42%	3,766,825	102%	(90,939)	D
Interfund Charges	239,526	239,526	100%	3,574,573	1,191,524	33%	3,574,573	100%		E
Administrative	15,203	9,365	62%	215,508	60,971	28%	215,508	100%	-:	
Software	95,000	64,758	68%	47,251	18,750	40%	47,251	100%		
TOTAL REQUIREMENTS	4,010,388	3,826,539	95%	13,113,218	7,409,578	57%	13,204,157	101%	(90,939)	
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Transfer Out - RV Park	(20,000)	(20,000)	100%	(20,000)	(6,664)	33%	(20,000)	100%	-1	
Transfer Out - Annual Fair	(75,000)	(75,000)	100%	(75,000)	(25,000)	33%	(75,000)	100%		
Transfer Out - Justice Court	(240,956)	(196,126)	81%	(263,217)	(87,736)	33%	(263,217)	100%		
Transfer Out - Health	(444,417)	(444,417)	100%	(418,417)	(139,472)	33%	(418,417)	100%	-	
Transfer Out - F&E Reserve	(498,901)	(479,502)	96%	(501,683)	(167,224)	33%	(514,086)	102%	(12,403)	F
Transfer Out - F&E	(1,093,513)	(1,049,581)	96%	(1,101,342)	(367,112)	33%	(1,130,277)	103%	(28,935)	G
Transfer Out - Sheriff	(3,651,787)	(3,651,787)	100%	(3,651,787)	(1,217,260)	33%	(3,651,787)	100%		
TOTAL TRANSFERS	(6,024,574)	(5,916,413)	98%	(6,031,446)	(2,010,468)	33%	(6,072,784)	101%	(41,338)	
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Beginning Fund Balance	5,890,343	6,189,395	105%	9,513,382	9,475,532	100%	9,475,532	100%	(37,850)	н
Resources over Requirements	8,568,047	9,202,550		518,064	(106,246)	!	776,846		258,782	
Net Transfers - In (Out)	(6,024,574)	(5,916,413)		(6,031,446)	(2,010,468)		(6,072,784)		(41,338)	
TOTAL FUND BALANCE	\$ 8,433,816	\$ 9,475,532	112%	\$ 4,000,000	\$ 7,358,818	184%	\$ 4,179,594	104%	\$179,594	

- A Room Tax collections up 7.2% over last year versus 5% budget assumption
- B Investment Income projected to come in higher than budget
- c Includes \$4M payment to Sunriver Service District
- Payments to COVA based on a percent of TRT collections
- E Includes ~\$3.5M for Interfund Payments to the General County Reserve Fund
- F The balance of the 1% F&E TRT is transferred to F&E reserves
- G Transfer projected to be higher based on increased Room Taxes
- H Final Beginning Fund Balance will be determined after the final close of FY22

	Fisca	al Year 2022			F	iscal Yea	r 2023			
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Interest on Investments	-	93,961		105,186	86,323	82%	242,670	231%	137,484	Α
Local Assistance & Tribal Consistency	-	-		-	2,311,073		4,622,145		4,622,145	В
State & Local Coronavirus Fiscal Recovery Funds	19,000,000	14,187,441	75%	-	24,179,776		24,179,776		24,179,776	С
TOTAL RESOURCES	19,000,000	14,281,402	75%	105,186	26,577,172	999%	29,044,591	999%	28,939,405	

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Services to Disproportionately Impacted Communities	20,650,098	5,242,251	25%	15,394,824	748,757	5%	15,394,824	100%	- [D
Administrative	5,281,005	143,079	3%	4,317,328	73,312	2%	4,317,328	100%	- E	E
Infrastructure	2,050,000	527,275	26%	1,634,710	107,546	7%	1,634,710	100%	- F	F
Negative Economic Impacts	6,285,840	5,488,685	87%	899,577	32,141	4%	899,577	100%	- (G
Public Health	3,733,057	2,786,152	75%	882,922	699,309	79%	882,922	100%	- H	н
TOTAL REQUIREMENTS	38,000,000	14,187,441	37% :	23,129,361	1,661,065	7%	23,129,361	100%	-:	

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	19,000,000	14,137	0%	23,024,175	108,098	0%	108,098	0%	(22,916,077) I
Resources over Requirements Net Transfers - In (Out)	(19,000,000)	93,961		(23,024,175)	24,916,107		5,915,230		28,939,405
TOTAL FUND BALANCE	-	\$ 108,098	999%	-	\$ 25,024,205	999%	\$ 6,023,328	999%	\$6,023,328

- A Investment Income projected to come in higher than budget
- B Local Assistance & Tribal Consistency funding will be appropriated in FY24
- C The revenue received in FY22, but unspent at 06.30.22, was recorded as Deferred Revenue and recognized in FY23
- D Includes \$6.77M in childcare/early education funding, \$6.9M in housing support for unhoused persons and over \$7.3M in affordable housing projects
- Administration holds the balance of the ARPA funds, as well as an approved Management Analyst for ARPA reporting and administration
- F Consists of modernization of irrigation systems, Terrebonne wastewater system, and a regional broadband infrastructure needs and assessment
- G Majority of funding is for food programs, \$2.5 million in small business assistance and additional funding for Ronald McDonald House and an Apprenticeship jobs program
- H Approved ARPA funding consists of Isolation Motel Liability Insurance, COVID-19 testing done by Dr. Young, UV sanitizer for the jail to prevent COVID-19 in congregate settings and various Health Services expenses such as temporary staffing costs to support the COVID-19 response
- Final Beginning Fund Balance will be determined after the final close of FY22



Fiscal Year 2022

33.3% Year Complete

RESOURCES

RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Court Fines & Fees	550,000	494,265	90%	525,000	174,263	33%	525,000	100%	-	
Interest on Investments	95	45	48%	32	147	459%	510	999%	478	Α
Miscellaneous	737	365	50%	-	-		-			
TOTAL RESOURCES	550,832	494,676	90%	525,032	174,410	33%	525,510	100%	478	1
_										
DECLUBEMENTO										
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	

Personnel Services
Materials and Services
TOTAL REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	_
Ξ	577,209	541,792	94%	569,648	191,212	34%	569,648	100%	-	
L	158,933	149,011	94%	161,535	55,146	34%	161,535	100%	-	В
Ξ	736,142	690,802	94%	731,183	246,359	34%	731,183	100%	-	1

Fiscal Year 2023

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In - TRT	240,956	196,126	81%	263,217	87,736	33%	263,217	100%	-
TOTAL TRANSFERS	240,956	196,126	81%	263,217	87,736	33%	263,217	100%	-
Resources over Requirements	(185,310)	(196,126)		(206,151)	(71,949)		(205,673)		478
Net Transfers - In (Out)	240,956	196,126		263,217	87,736		263,217		-
TOTAL	\$ 55,646	-	0%	\$ 57,066	\$ 15,787	28%	\$ 57,544	101%	\$478

Investment Income projected to come in higher than budget

One time yearly software maintenance fee paid in July for entire fiscal year

ſ	Fisca	l Year 2022			F	iscal Yea	ar 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
LED #1 Property Tax Current	28,448,529	28,828,746	101%	30,282,049	2,670,849	9%	30,239,651	100%	(42,398)
LED #2 Property Tax Current	11,813,562	11,962,302	101%	13,400,541	1,172,784	9%	13,313,046	99%	(87,495)
Sheriff's Office Revenues	3,993,964	4,407,029	110%	4,520,630	2,912,980	64%	4,530,374	100%	9,744
LED #1 Property Tax Prior	330,000	288,862		330,000	124,277	38%	330,000		
LED #2 Property Tax Prior	145,000	118,145	81%	145,000	51,228	35%	145,000	100%	
LED #1 Interest	147,416	96,152	65%	89,119	29,706	33%	98,170	110%	9,051
LED #2 Interest	69,274	24,356	35%	22,716	(1,285)	-6% [¦]	2,950	13%	(19,766)
LED #2 Foreclosed Properties	-	15,070		-	-	1	-		` ' ' -
LED #1 Foreclosed Properties	-	36,317		-	-	1	-		
TOTAL RESOURCES	44,947,745	45,776,980	102%	48,790,055	6,960,539	14%	48,659,191	100%	(130,864)
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Digital Forensics	-	-		808,610	238,513	29%	625,202	77%	183,408
Concealed Handgun Licenses	-	-		335,044	76,836	23%	176,605	53%	158,439
Rickard Ranch	-	-		264,871	82,350	31%	264,871	100%	
Sheriff's Services	4,002,499	4,208,992	105%	5,863,885	1,667,754	28%	4,989,543	85%	874,342
Civil/Special Units	1,154,204	1,112,473	96%	1,168,300	400,388	34%	1,188,864	102%	(20,564)
Automotive/Communications	3,576,342	3,738,777	105%	4,005,888	1,145,267	29%	3,949,728	99%	56,160
Detective	3,029,130	3,013,632		3,383,825	1,373,044	41%	4,182,537	124%	(798,712)
Patrol	14,015,461	13,440,565	96%	14,640,315	5,030,596	34%	14,905,448		(265,133)
Records	1,025,023	735,218		944,493	230,883	24%	729,720	77%	214,773
Adult Jail	21,033,697	18,807,184	89%	22,182,320	6,573,307	30%	21,108,399	95%	1,073,921
Court Security	444,617	431,758	97%	424,769	173,173	41%	526,856	124%	(102,087)
Emergency Services	789,912	543,303	69%	829,997	181,852	22%	605,106	73%	224,892
Special Services	1,775,588	2,053,196	116%	2,047,792	712,105	35%	2,369,495	116%	(321,703)
Training	1,626,207	1,786,439		1,907,588	568,273	30%	2,118,448	111%	(210,860)
Other Law Enforcement	1,389,684	1,510,925		820,836	316,266	39%	1,114,753		(293,917)
Non - Departmental	299,998	-		-	-	0%	ı	100%	1 ' ' '
TOTAL REQUIREMENTS	54,162,360	51,382,461	95%	59,628,533	18,770,605	31%	58,855,575	99%	772,958
TRANSFERS	Pudget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
:	Budget								φ variatice
Transfer In - TRT	3,651,787	3,651,787		3,651,787	1,217,260		3,651,787		-:
Transfer In - General Fund	121,950	121,950		70,000	23,332		1	100%	
Transfers Out - Debt Service	(273,000)	(272,491)	100%	(273,200)	-	0%	(273,200)	100%	
TOTAL TRANSFERS	3,500,737	3,501,246	100%	3,448,587	1,240,592	36% ;	3,448,587	100%	<u> </u>
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	17,874,511	17,266,520	97%	14,414,541	15,910,275	110%	15,910,275	110%	1,495,734
Resources over Requirements		, ,		(10,838,478)	, ,	110/0	I		642,094
Nesources over Requirements	(9,214,615)	(5,605,481)		(10,030,478)	(11,010,006)		(10,196,384)		042,094

Note: Vacant positions are driving projected department savings, with other fluctuations causing projected budget overages

3,501,246

\$ 12,160,633 \$ 15,162,285 125%

A Current year taxes received primarily in November, February and May; actual FY22-23 TAV is 5.50% over FY21-22 vs. 5.55% budgeted

3,448,587

\$ 7,024,650

1,240,592

\$ 5,340,801 76%

3,448,587

\$ 9,162,478 130% ; \$2,137,828;

- B Current year taxes received primarily in November, February and May; actual FY22-23 TAV is 4.79% over FY21-22 vs. 5.45% budgeted
- Investment Income projected to come in higher than budget

Net Transfers - In (Out)

TOTAL FUND BALANCE

- Investment Income projected to come in lower than budget
- Final Beginning Fund Balance will be determined after the final close of FY22

3,500,737

	Eisos	al Year 2022				iscal Ye	ar 2022		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
State Grant	17,641,302	16,634,837	94%	21,828,364	10,933,881	50%	23,173,697	106%	1,345,333
OHP Capitation	8,947,837	11,776,144	1	12,882,624	4,367,325	34%	12,035,059	93%	(847,565)
State Miscellaneous	4,129,465	3,518,729		8,901,719	1,220,928	14%	8,699,743		(201,976)
OHP Fee for Service	3,627,151	4,032,343		3,232,620	950,330	29%	4,842,482		1,609,862
Local Grants	1,936,838	3,350,227	1	2,252,031	1,411,446	63%	2,417,300		
Federal Grants	4,303,483	4,090,251	- 1	2,215,634	728,042	33%	2,738,408		
Environmental Health Fees	1,086,019	1,213,172		1,238,499	87,254	7%	1,238,623		1 1
Other	884,036	866,362	98%	1,021,722	265,564	26%	1,032,153		10,431
State - Medicaid/Medicare	843,050	777,348	92%	807,530	390,146	48%	1,113,507		305,977
Patient Fees	468,415	538,392	115%	615,644	206,939	34%	609,160	99%	(6,484)
Medicaid	1,014,100	750,524		430,863	214,938	50% [¦]	644,815	150%	213,952
State - Medicare	172,200	194,470		337,614	74,662	22%	220,490	65%	(117,124)
Vital Records	280,000	342,960	122%	300,000	86,169	29%	315,713	105%	15,713
Liquor Revenue	157,000	199,100		177,574	19,068	11%	177,574	100%	1 1
Divorce Filing Fees	173,030	178,331	103%	173,030	63,178	37%	63,178	37%	(109,852)
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	_	0%	127,000	100%	1 1
State Shared- Family Planning	152,634	118,228	77%	125,000	59,755	48%	179,265	143%	54,265
Interest on Investments	156,549	101,438	65%	97,750	74,834	77%	202,030	207%	104,280
CCBHC Grant	2,627,291	38,587	1%	-	-		-		
TOTAL RESOURCES	48,727,400	48,848,440	100%	56,765,218	21,154,461	37%	59,830,197	105%	3,064,979
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Daaget			Budget	Actuals		Trojection	70	y variance
Administration Allocation	-		999%	-	-	1	-		
Personnel Services	43,994,358	39,393,426	90%	50,709,720	16,740,507	33%	46,121,930	91%	4,587,790
Materials and Services	14,721,284	12,243,043	83%	19,372,707	3,831,681	20%	19,876,267		(503,560)
Capital Outlay	157,000	82,128	52%	164,643	22,752	14%	269,027	163%	(104,384)
TOTAL REQUIREMENTS	58,872,642	51,718,597	88% ;	70,247,070	20,594,940	29% ;	66,267,224	94%	; 3,979,846;
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Fund	5,909,168	5,909,168	100%	6,608,245	2,202,712	33%	6,608,245	100%	
Transfers In- OHP Mental Health		-		1,473,586	368,382	25%	510,322	35%	(963,264)
Transfers In - TRT	444,417	444,417	100%	418,417	139,472	33%	418,417		1 ' '
Transfers Out	(230,755)	(230,755)	100%		(80,528)	33%	(523,596)	217%	(282,000)
TOTAL TRANSFERS	6,122,830	6,122,830	100%	8,258,652	2,630,038	32%	7,013,388	85%	(1,245,264)
									_
FUND BALANCE									
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	Budget 10,033,946	Actuals 10,689,975		Budget 11,228,719	Actuals 14,000,324		Projection 13,942,601		\$ Variance
Beginning Fund Balance Resources over Requirements							-		2,713,882
	10,033,946	10,689,975		11,228,719	14,000,324		13,942,601		:

	Fisca	al Year 2022			F	iscal Yea	r 2023			
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
State Grant	769,319	493,270	64%	379,180	241,371	64%	502,275	132%	123,095	
OHP Capitation	_	436,443		367,074	133,925	36%	367,074	100%	-!	
Interest on Investments	156,549	101,438	65%	97,750	74,834	77%	202,030	207%	104,280	
Federal Grants	1,438,843	1,183,981	82%	54,405	40,977	75%	683,977	999%	629,572 A	4
Other	9,200	12,146	132%	12,900	5,986	46%	12,900	100%	-!	
CCBHC Grant	486,804	6,938	1%	-	-	- 1	-			
Patient Fees	-	1,124		-	-		-			
TOTAL RESOURCES	2,860,715	2,235,340	78%	911,309	497,092	55%	1,768,256	194%	856,947	
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Personnel Services	6,904,224	5,832,219	84%	6,513,820	1,940,398	30%	6,026,626	93%	487,194 E	3
Materials and Services	6,580,649	6,134,705	93%	6,652,163	2,197,677	33%	7,050,095	106%	(397,932) <mark>C</mark>)
Administration Allocation	(10,188,902)	(10,188,901)	100%	(11,192,921)	-	0%	(11,192,921)	100%		
TOTAL REQUIREMENTS	3,295,971	1,778,023	54%	1,973,061	4,138,075	210%	1,883,800	95%	89,262	
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Transfers In- OHP Mental Health	-			80,771	20,190	25%	-	0%	(80,771))
Transfers Out	(219,794)	(219,794)	100%	(230,635)	(76,876)	33%	(230,635)	100%	-	
TOTAL TRANSFERS	(219,794)	(219,794)	100%	(149,864)	(56,686)	38%	(230,635)	154%	(80,771)	
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Beginning Fund Balance	3,552,000	3,769,942	106%	3,884,332	4,007,465	103%	4,007,465	103%	123,133 E	Ē
Resources over Requirements	(435,256)	457,318		(1,061,752)	(3,640,983)		(115,544)		946,209	
Net Transfers - In (Out)	(219,794)	(219,794)		(149,864)	(56,686)		(230,635)		(80,771)	

A Projection includes increase in FEMA expenditures for vaccine clinics and outreach, which is going to the Board on November 7th

\$ 4,007,465 138%

- B Personnel projections based on year to date vacancy savings and assume 3% moving forward
- c Expenditures over budget related to expenses supporting COVID-19 vaccine distribution.

\$ 2,896,950

TOTAL FUND BALANCE

Transfers In from OHP Mental Health Reserves will occur at end of year. No funds are currently projected to be transferred to Admin Services

\$ 2,672,716

\$ 309,797

12%

\$ 3,661,287 137%

\$988.571

The stated amount is an estimate. Final Beginning Fund Balance will be determined after the final close of FY22

[Fisca	l Year 2022		Fiscal Year 2023					
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
State Grant	11,907,014	12,160,202	102%	15,718,843	8,039,655	51%	16,835,345	107%	1,116,502
OHP Capitation	8,947,837	11,339,701	127%	12,515,550	4,233,400	34%	11,667,985	93%	(847,565)
State Miscellaneous	1,934,643	1,712,171	89%	8,027,373	1,164,368	15%	7,897,260	98%	(130,113)
OHP Fee for Service	3,627,151	4,009,351	111%	3,214,360	938,671	29%	4,808,679	150%	1,594,319
Federal Grants	2,725,623	2,781,433	102%	2,017,169	651,892	32%	1,908,855	95%	(108,314)
Local Grants	1,093,055	1,378,335	126%	1,475,139	719,454	49%	1,537,053	104%	61,914
Other	682,180	668,038	98%	719,670	242,740	34%	723,308	101%	3,638
Patient Fees	372,115	431,526	116%	519,344	157,500	30%	464,408	89%	(54,936)
Medicaid	1,014,100	750,524	74%	430,863	214,938	50%	644,815	150%	213,952
State - Medicare	172,200	194,470	113%	337,614	74,662	22%	220,490	65%	(117,124)
Liquor Revenue	157,000	199,100	127%	177,574	19,068	11%	177,574	100%	
Divorce Filing Fees	173,030	178,331	103%	173,030	63,178	37%	63,178	37%	(109,852)
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	-	0%	127,000	100%	-
CCBHC Grant	2,140,487	31,649	1%	-	-		-		-
TOTAL RESOURCES	35,073,435	35,961,830	103%	45,453,529	16,519,525	36%	47,075,950	104%	1,622,421
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Administration Allocation	7,523,855	7,523,855	100%	8,265,132	-	0%	8,265,132	100%	-
Personnel Services	26,606,065	24,513,386	92%	32,583,031	11,508,325	35%	29,751,653	91%	2,831,378
Materials and Services	4,882,963	3,690,305	76%	10,344,612	1,152,527	11%	10,307,615	100%	36,996
Capital Outlay	80,000	54,752	68%	153,443	22,752	15%	195,827	128%	(42,384)
TOTAL REQUIREMENTS	39,092,883	35,782,298	92%	51,346,218	12,683,604	25%	48,520,227	94%	2,825,991
TRANSFERS	Budget	Actuals	0/	Budget	Actuals	%	Draination	%	\$ Variance
TRANSPERO	Budget	Actuals	%	Budget	Actuals	70	Projection	70	y variance
Transfers In- General Fund	2,278,087	2,278,087	100%	2,231,439	743,796	33%	2,231,439	100%	-
Transfers In- OHP Mental Health	-	-		1,392,815	348,192	25%	510,322	37%	(882,493)
Transfers Out	(10,961)	(10,961)	100%	(10,961)	(3,652)	33%	(152,961)	999%	(142,000)
TOTAL TRANSFERS	2,267,126	2,267,126	100%	3,613,293	1,088,336	30%	2,588,800	72%	(1,024,493)
FUND BALANCE	Dudget	Actuals	0/	Dudge 4	Actuals	0/	Duoisetien	0/	¢ Voriens
I OND DALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	3,612,014	3,870,664	107%	4,788,795	6,372,638	133%	6,318,489	132%	1,529,694
Resources over Requirements	(4,019,448)	179,532		(5,892,689)	3,835,920		(1,444,277)		4,448,412
Net Transfers - In (Out)	2,267,126	2,267,126		3,613,293	1,088,336		2,588,800		(1,024,493)

A Increase of \$715K related to new funds for Aid & Assist (\$431K), a cost of living adjustment (\$358K), and carryforward revenue from FY22 (\$455k)

\$ 2,509,399 \$ 11,296,894 450%

- B A new System of Care wraparound payment was budgeted as part of OHP Capitation, but is coming in as OHP Fee for Service.
- c Mediation Program will no longer be managed within Health Services, so funds are transferred out of Health Services

\$ 6,317,322 340% ;

- Personnel projections based on year to date vacancy savings and assume 10% moving forward.
- Increase in expenditures related to temporary staff being used instead of oncall staff

\$1,859,692

TOTAL FUND BALANCE

- F Transfers In from OHP Mental Health Reserves will occur at end of year. Fewer funds are currently projected to be transferred to Behavioral Health than budgeted.
- G Transfers Out are increased to cover the additional construction costs proportional to Health Services' use of the 244 and 236 Kingwood buildings in North County
- H The stated amount is an estimate. Final Beginning Fund Balance will be determined after the final close of FY22.

\$ 7,463,012 297%; \$4,953,613;

Fiscal Year 2022

33.3%

Year Complete

Fiscal Year 2023

	FISCa	1 Year 2022			1	Iscal Yea	ar 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
State Grant	4,964,969	3,981,365	80%	5,730,341	2,652,855	46%	5,836,077	102%	105,736
Environmental Health Fees	1,086,019	1,213,172		1,238,499	87,254	7%	1,238,623		124
State Miscellaneous	2,194,822	1,806,557	82%	874,346	56,561	6% [¦]	802,483	92%	(71,863).
State - Medicaid/Medicare	843,050	777,348	92%	807,530	390,146	48%	1,113,507	138%	305,977
Local Grants	843,783	1,971,892	234%	776,892	691,992	89%	880,247	113%	103,355
Vital Records	280,000	342,960	122%	300,000	86,169	29%	315,713	105%	15,713
Other	192,656	186,177	97%	289,152	16,839	6%	295,945	102%	6,793
Federal Grants	139,017	124,837	90%	144,060	35,174	24%	145,576	101%	1,516
State Shared- Family Planning	152,634	118,228	77%	125,000	59,755	48%	179,265	143%	54,265
Patient Fees	96,300	105,742	110%	96,300	49,439	51%	144,752	150%	48,452
OHP Fee for Service	-	22,993		18,260	11,660	64%	33,803	185%	15,543
TOTAL RESOURCES	10,793,250	10,651,270	99%	10,400,380	4,137,844	40%	10,985,991	106%	585,611
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Administration Allocation	2,665,047	2,665,046	100%	2,927,789	-	0%	2,927,789	100%	-
Personnel Services	10,484,069	9,047,822	86%	11,612,869	3,291,784	28%	10,343,651	89%	1,269,218
Materials and Services	3,257,672	2,418,033	74%	2,375,933	481,477	20%	2,518,557	106%	(142,624)
Capital Outlay	77,000	27,376	36%	11,200	-	0%	73,200	654%	(62,000)
TOTAL REQUIREMENTS	16,483,788	14,158,277	86%	16,927,791	3,773,261	22%	15,863,197	94%	1,064,594
TRANSFERS	Dudmet	Actuals	%	Dudget	Actuals	0/	Dreiestien	%	\$ Variance
TRANSI ERO	Budget	Actuals	70	Budget	Actuals	%	Projection	70	\$ variance
Transfers In- General Fund	3,631,081	3,631,081	100%	4,376,806	1,458,916	33%	4,376,806	100%	
Transfers In - TRT	444,417	444,417	100%	418,417	139,472	33%	418,417	100%	
Transfers Out	-	-		-	-		(140,000)	999%	(140,000)
TOTAL TRANSFERS	4,075,498	4,075,498	100%	4,795,223	1,598,388	33%	4,655,223	97%	(140,000)
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	2,869,932	3,049,370	106%	2,555,592	3,620,221	142%	3,616,647	142%	1,061,055
Resources over Requirements	(5,690,538)	(3,507,006)		(6,527,411)	364,583		(4,877,206)		1,650,205
Net Transfers - In (Out)	4,075,498	4,075,498		4,795,223	1,598,388	:	4,655,223		(140,000)
TOTAL FUND BALANCE	\$ 1,254,892	\$ 3,617,861	288%	\$ 823,404	\$ 5,583,192	678%	\$ 3,394,664	412%	\$2,571,260

- Carryforward of unbudgeted funds are related to vacancies in COVID Team and Public Health Modernization.
- B Decrease of \$71K primarily related to reclassifying \$60K of funding from Jefferson County from category of State Misc to Local Grants
- Carryforward from FY22 of appx. \$40K for Living Well and Diabetes Prevention Programs, as well as reclassifying \$60K from Jefferson County for disease investigation
- Medicaid revenue trending more than budgeted for the Family Support Services Nurse Home Visiting Programs
- Personnel projections based on year to date vacancy savings and assume 6% moving forward.
- F Transfers Out are increased to cover the additional construction costs proportional to Health Services' use of the 244 and 236 Kingwood buildings in North County
- G The stated amount is an estimate. Final Beginning Fund Balance will be determined after the final close of FY22.

[Fisca	l Year 2022			F	iscal Yea	ar 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Admin - Operations	138,716	153,688	111%	153,445	44,602	29%	149,845	98%	(3,600)
Code Compliance	842,906	995,865	118%	1,171,592	321,311	27%	906,467	77%	(265,125) A
Building Safety	3,819,940	4,325,818	113%	4,821,160	1,563,743	32%	4,661,160	97%	(160,000) A
Electrical	914,750	979,129	107%	1,022,005	286,841	28%	823,505	81%	(198,500) A
Onsite Wastewater	1,056,678	983,462	93%	1,017,678	260,264	26%	853,678	84%	(164,000) A
Current Planning	1,980,521	2,223,570	112%	2,425,334	653,456	27%	2,011,184	83%	(414,150) A
Long Range Planning	826,806	880,902	107%	1,064,305	313,670	29%	881,978	83%	(182,327) A
TOTAL RESOURCES	9,580,316	10,542,434	110%	11,675,519	3,443,886	29%	10,287,817	88%	(1,387,702)
DECUIDEMENTO									
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Admin - Operations	3,137,795	2,960,981	94%	3,432,980	1,006,977	29%	3,089,125	90%	343,855 B
Code Compliance	617,012	618,343	100%	805,614	232,890	29%	740,336	92%	65,278 B
Building Safety	2,284,444	2,022,820	89%	2,538,721	644,006	25%	1,983,175	78%	555,546 B
Electrical	556,531	553,223	99%	641,837	182,707	28%	550,345	86%	91,492 B
Onsite Wastewater	765,935	643,079	84%	753,369	238,567	32%	748,369	99%	5,000
Current Planning	1,769,333	1,589,882	90%	2,062,044	483,863	23%	1,594,384	77%	467,660 B
Long Range Planning	847,839	575,615	68%	998,739	268,558	27%	998,739	100%	
TOTAL REQUIREMENTS	9,978,889	8,963,943	90%	11,233,304	3,057,569	27%	9,704,473	86%	1,528,831
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In - General Fund	290,000	170,661	59%	160,000	44,620	28%	160,000	100%	- c
Transfers In - CDD Electrical Reserve	290,000	-	39 /0	-	-	20 /6	73,933	100 /6	73,933 D
Transfers Out	(99,360)	(99,360)	100%	(112,619)	(37,528)	33%	(112,619)	100%	
Transfers Out - CDD Reserve	(461,262)	(1,230,508)	267%	(958,966)	(443,021)	46%	(1,395,737)		(436,771) E
TOTAL TRANSFERS	(270,622)	(1,159,207)	428%	(911,585)	(435,929)	48%	(1,274,423)	140%	(362,838)
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
:									:
Beginning Fund Balance Resources over Requirements	1,432,367 (398,573)	1,749,673 1,578,491	122%	2,096,504 442,215	2,168,956 386,316	103%	2,168,956 583,344	103%	72,452 F 141,129

(435,929)

\$ 2,119,344 130%

(911,585)

\$ 1,627,134

A YTD revenue collection is lower than anticipated due to application volume decrease

(270,622)

\$ 763,172

(1,159,207)

\$ 2,168,956 284%

B Projections reflect unfilled positions

TOTAL FUND BALANCE

Net Transfers - In (Out)

- c \$40K to Current Planning will be transferred as needed
- Transfer in from reserves anticipated due to revenue collection less than anticipated
- E Transfer out projection increased due to reduced expenditures related to unfilled FTE
- F Final Beginning Fund Balance will be determined after the final close of FY22

(362,838)

(\$149,257);

(1,274,423)

\$ 1,477,877 91%

	Fisca	al Year 2022			F	iscal Yea	ır 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Motor Vehicle Revenue	17,485,000	19,740,504	113%	19,483,147	6,791,102	35%	19,483,147	100%	-
Federal - PILT Payment	2,096,751	2,195,918	105%	2,200,000	2,239,616	102%	2,239,616	102%	39,616
Other Inter-fund Services	1,221,632	1,254,413	103%	1,311,901	93,063	7%	1,311,901	100%	-
Forest Receipts	627,207	792,420	126%	882,502	-	0%	882,502	100%	-
Sale of Equip & Material	449,150	341,833	76%	426,000	103,496	24%	426,000	100%	-
Cities-Bend/Red/Sis/La Pine	560,000	155,269	28%	403,731	266,129	66%	403,731	100%	-
Miscellaneous	67,340	68,747	102%	77,610	24,220	31%	77,610	100%	-
Interest on Investments	59,109	55,083	93%	54,172	15,007	28%	40,470	75%	(13,702)
Mineral Lease Royalties	60,000	148,267	247%	50,000	1,427	3%	50,000	100%	-
Assessment Payments (P&I)	3,460	16,052	464%	-	2,766		10,000		10,000
State Miscellaneous	_	-		-	-				
TOTAL RESOURCES	22,629,649	24,768,506	109%	24,889,063	9,536,825	38%	24,924,977	100%	35,914
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	6,916,229	6,751,810	98%	7,802,271	2,357,700	30%	7,581,974		220,297
Materials and Services	7,843,400	6,877,560	88%	8,315,339	2,124,066	26%	8,315,339		
Capital Outlay	264,500	141,754	54%	71,386	34,922	49%	71,386	100%	
TOTAL REQUIREMENTS	15,024,128	13,771,124	92% ;	16,188,996	4,516,688	28% ;	15,968,699	99%	220,297
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers Out	(11,757,547)	(11,757,547)	100%	(12,330,136)	(7,440,775)	60%	(12,330,136)	100%	
TOTAL TRANSFERS	(11,757,547)	(11,757,547)	100% ;	(12,330,136)	(7,440,775)	60%	(12,330,136)	100%	-
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	6,383,832	8,566,521	134%	5,892,967	7,806,356	132%	7,806,356	132%	1,913,390
Resources over Requirements	7,605,521	10,997,382	1	8,700,067	5,020,137		8,956,278		256,211
Net Transfers - In (Out)	(11,757,547)	(11,757,547)	- 1	(12,330,136)	(7,440,775)	1	(12,330,136)		=30,=11

\$ 5,385,718 238%

\$ 4,432,499 196% | \$2,169,601|

\$ 2,262,898

A Actual payment higher than budget

TOTAL FUND BALANCE

- B Investment Income projected to come in lower than budget
- c Updated based on YTD actuals trending higher than budgeted
- Projected Personnel savings based on FY22/FY23 average vacancy rate of 4.1%

\$ 2,231,806

\$ 7,806,356 350%

Final Beginning Fund Balance will be determined after the final close of FY22

[Fisca	l Year 2022			F	iscal Yea	r 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
DOC Grant in Aid SB 1145	4,202,885	4,734,453	113%	4,734,453	2,367,226	50%	4,734,453	100%	-
CJC Justice Reinvestment	781,597	892,038	114%	892,038	446,019	50%	892,038	100%	-
DOC Measure 57	255,545	244,606	96%	244,606	271,606	111%	271,606	111%	27,000
State Miscellaneous	138,000	96,068	70%	123,453	10,837	9%	70,000	57%	(53,453)
Interfund- Sheriff	50,000	55,000	110%	50,000	16,667	33%	50,000	100%	
Gen Fund/Crime Prevention	50,000	50,000	100%	50,000	-	0%	50,000	100%	
Oregon BOPPPS	24,281	20,318	84%	20,318	-	0%	20,318	100%	
Interest on Investments	45,193	19,125	42%	18,151	14,205	78%	39,140	216%	20,989
Electronic Monitoring Fee	2,500	280	11%	500	268	54%	500	100%	
Miscellaneous	500	3,904	781%	500	72	14%	500	100%	
DOC-Family Sentence Alt	118,250	58,958	50%	-	-		-		
Probation Work Crew Fees	1,500	-	0%	-	-	- 1	-		
Probation Supervision Fees	170,000	3,606	2%	-	-		-		
TOTAL RESOURCES	5,840,250	6,178,356	106%	6,134,018	3,126,900	51%	6,128,554	100%	(5,464)
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	5,379,503	4,864,354	90%	5,683,822	1,651,607	29%	5,070,293	89%	613,529
Materials and Services	1,700,412	1,528,224	90%	1,883,614	523,441	28%	1,762,626		120,988
Capital Outlay	-	-		8,475	598	7%	8,475	100%	
TOTAL REQUIREMENTS	7,079,915	6,392,578	90%	7,575,910	2,175,645	29% ;	6,841,393	90%	734,517
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Funds	662,046	662,045	100%	536,369	178,784	33%	536,369	100%	-
Transfer to Vehicle Maint	(190,974)	(190,974)	100%	(69,277)	(23,092)	33%	(69,277)	100%	
TOTAL TRANSFERS	471,072	471,071	100%	467,092	155,692	33%	467,092	100%	: -:
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	2,739,775	2,982,055	109%	3,100,000	3,238,905	104%	3,238,905	104%	138,904
Resources over Requirements	(1,239,665)	(214,221)		(1,441,892)	951,254	,	(712,839)		729,053
' 1	, , ,	, , ,		, , ,	•	1			1 1 1
Net Transfers - In (Out)	471,072	471,071		467,092	155,692	i	467,092		I

A DOC has increased funds for M57. Deschutes County received an additional \$27K for housing and curriculum training.

\$ 3,238,905 164% ;

\$ 2,125,200

\$ 4,345,851 204%

- B Close out of Adult Treatment Court. No longer accepting new clients.
- c Investment Income projected to come in higher than budget

TOTAL FUND BALANCE

Projected Personnel savings based on FY22/FY23 average vacancy rate of 11%

\$ 1,971,182

- **E** Adult Treatment Court Closure and based on other expense trends.
- F Final Beginning Fund Balance will be determined after the final close of FY22

\$ 2,993,158 141%

\$867,958;



Fiscal Year 2022

33.3% Year Complete

\$ 15,108,882 122% | \$2,774,398

Fiscal Year 2023

RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
State Miscellaneous Interest on Investments	2,191,461 279,729	1,000,000 124,832	46% 45%	1,818,500 124,563	- 85,266	0% 68%	818,500 255,560		(1,000,000) 130,997	
TOTAL RESOURCES	2,471,190	1,124,832	46%	1,943,063	85,266	4%	1,074,060	55%	(869,003)	
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Materials and Services Capital Outlay	109,870 29,612,821	109,870 7,996,247	100% 27%	127,640 28,259,526	42,547 12,519,853	33% 44%	127,640 27,291,683		967,843	
TOTAL REQUIREMENTS	29,722,691	8,106,117	27%		12,562,399	44%	27,419,323			
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Transfers In	12,193,917	10,672,113	88%	14,230,313	4,889,361	34%	14,230,313	100%	-	
TOTAL TRANSFERS	12,193,917	10,672,113	88%	14,230,313	4,889,361	34%	14,230,313	100%	-	
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Beginning Fund Balance Resources over Requirements Net Transfers - In (Out)	20,374,044 (27,251,501) 12,193,917	23,533,004 (6,981,285) 10,672,113	116%	24,548,274 (26,444,103) 14,230,313	27,223,832 (12,477,134) 4,889,361	111%	27,223,832 (26,345,263) 14,230,313		2,675,558 98,840	

\$ 5,316,460 \$ 27,223,832 512% | \$ 12,334,484 \$ 19,636,059 159%

A \$1M was budgeted in FY23, but received in FY22

TOTAL FUND BALANCE

- B Investment Income projected to come in higher than budget
- c Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Road CIP (Fund 465) - Capital Outlay Summary by Project

FY23 YTD October 31, 2022 (unaudited)

33.3% Year Completed

	Fise	cal Year 2022	Fiscal Year 2023						
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Terrebonne Refinement Plan	\$ 10,000,000	\$ -		\$ 7,319,310	\$ 2,200,000	30%	\$ 7,319,310	100%	\$ -
US 20 at Tumalo	6,700,000	-		6,700,000	6,700,000	100%	6,700,000	100%	- A
Tumalo Road / Tumalo Place	-	67,998		-	=		-		-
Old Bend Rdm/Tumalo Rd Inter	-	16,907		-	=		-		-
NE Negus and 17TH	2,363,532	2,142,875	91%	-	-		-		-
Hunnel Rd: Loco Rd to Tumalo Rd	2,168,940	637,975	29%	4,265,216	83,874	2%	4,820,216	113%	(555,000)
Transportation System Plan Update	108,510	86,081	79%	-	12,936		40,000		(40,000)
Gribbling Rd Bridge	279,575	1,110	0%	818,500	7,529	1%	418,500	51%	400,000
Terrebonne Wastewater Feasibility St.	-	35,130		-	-		-		-
Rickard Rd: Groff Rd to US 20	1,716,142	1,391,051	81%	-	-		-		-
Paving Powell Butte Hwy	931,140	1,319,374	142%	-	-		-		-
Smith Rock Way Bridge Replace	505,000	1,869	0%	985,000	4,480	0%	485,000	49%	500,000
Deschutes Mkt Rd/Hamehook Round	671,000	208,367	31%	1,663,000	40,107	2%	1,663,000	100%	-
Paving Cottonwood: Us 97 To BSNF RR	618,144	499,075	81%	-	-		-		-
Paving Desch Mkt Rd: Yeoman Hamehoo	310,838	-	0%	443,000	=	0%	-	0%	443,000
Paving Alfalfa Mkt Rd: Mp 4 Dodds	265,000	2,638	1%	1,200,000	1,788,826	149%	1,788,826	149%	(588,826)
Paving Of Hamby Rd: Us 20 To Butler	200,000	1,912	1%	333,000	999,285	300%	999,286	300%	(666,286)
Powell Butte Hwy/Butler Market RB	150,000	38,562	26%	785,000	33,115	4%	335,000	43%	450,000
Wilcox Ave Bridge #2171-03 Replacem	100,000	-	0%	160,000	-	0%	160,000	100%	-
US 20: Tumalo Multi-Use Path Crossing	1,250,000	1,200,000	96%	-	-		-		-
Highway Warning Systems 2021	-	69,536		-	-		-		-
Tumalo Wastewater Feasibility Study	-	219		-	-		-		-
Paving Tumalo Rd/Deschutes Mkt Rd	-	1,640		246,000	32,693	13%	32,692	13%	213,308
Slurry Seal 2022	-	1,148		-	337,183		337,183		(337,183)
Paving of Rosland Rd: US 20 to Draf	-	-		380,000	-	0%	380,000	100%	-
Intersection Safety Improvements	-	-		150,000	-	0%		0%	150,000
Hamehook Rd Bridge #16181 Rehabilitation	-	-		96,500	-	0%	40,000	41%	56,500
NW Lower Bridge Way: 43rd St to Holmes Rd	-	-		100,000	-	0%	100,000	100%	-
Northwest Way: NW Coyner Ave to NW Altmeter Wy	-	-		815,000	-	0%	815,000	100%	-
Slurry Seal 2023	-	-		300,000	-	0%	300,000	100%	-
Terrebonne Wastewater System Phase 1	-	-		1,000,000	-	0%	-	0%	1,000,000 B
Tumalo Resevoir Rd: OB Riley to Sisemore Rd	-	-		100,000	-	0%	100,000	100%	-
Local Road Pavement Preservation	-	-		200,000	-	0%	200,000	100%	- C
FY 22 Guardrail Improvements	100,000	114,378	114%	-	-		-		-
FY 23 Guardrail Imrovements	-	-		150,000	-	0%	75,000	50%	75,000
Redmond District Local Roads	500,000	-	0%	-	-		-		- C
Bend District Local Roads	500,000	-	0%	-	-		-		- C
Sidewalk Ramp Improvements	75,000	156,557	209%	50,000	182,670	365%	182,670	365%	(132,670)
Signage Improvements	100,000	1,843	2%	-	97,156		-		-
TOTAL CAPITAL OUTLAY	\$ 29,612,821	\$ 7,996,247	27%	\$ 28,259,526	12,519,853	44%	\$ 27,291,683	97%	\$ 967,843

A Budgeted in FY 22 in project US 20: Cook Ave/OB Riley Rd (Tumalo)

B This project will be moved to FY 24

C These projects were re-named to Local Road Pavement Preservation

\$ 559,161 101%

\$2,801;

	Fisca	l Year 2022			F	iscal Yea	r 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Franchise Disposal Fees	7,124,000	6,891,500	97%	7,210,000	2,404,126	33%	7,210,000	100%	-
Private Disposal Fees	2,827,000	3,191,189	113%	3,337,000	1,282,348	38%	3,337,000	100%	
Commercial Disp. Fee	2,686,000	3,075,123	114%	3,234,000	1,194,901	37%	3,234,000	100%	
Franchise 3% Fees	290,000	337,878	117%	305,000	93,432	31%	305,000	100%	
Yard Debris	300,000	268,060	89%	290,000	128,858	44%	290,000	100%	-!
Miscellaneous	55,000	88,470	161%	70,000	52,308	75%	70,000	100%	-
Interest on Investments	41,599	27,916	67%	30,498	12,736	42%	38,490	126%	7,992
Special Waste	15,000	37,718	251%	15,000	15,694	105%	20,000	133%	5,000
Recyclables	12,000	12,980	108%	12,000	3,250	27%	12,000	100%	-!
Leases	1	1	100%	1	-	0%	1	100%	-
TOTAL RESOURCES	13,350,600	13,930,834	104%	14,503,499	5,187,652	36%	14,516,491	100%	12,992
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	2,754,132	2,694,834	98%	3,277,684	982,200	30%	3,277,684	100%	
Materials and Services	5,651,103	5,192,786	92%	6,473,358	1,535,070	24%	6,473,358		
Capital Outlay	53,141	76,304	144%	264,000	-	0%	264,000	100%	
Debt Service	1,251,615	828,197	66%	1,739,630	204,993	12%	1,739,630	100%	-!
TOTAL REQUIREMENTS	9,709,991	8,792,122	91%	11,754,672	2,722,262	23%	11,754,672	100%	-
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
SW Capital & Equipment Reserve	(6,029,323)	(6,029,323)	100%	(5,299,665)	(2,644,652)	50%	(5,299,665)	100%	-
TOTAL TRANSFERS	(6,029,323)	(6,029,323)	100% :	(5,299,665)	(2,644,652)	50%	(5,299,665)	100%	-
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	2,972,234	3,957,273	133%	3,107,198	3,097,007	100%	3,097,007	100%	(10,191)
Resources over Requirements	3,640,609	5,138,712		2,748,827	2,465,390	1 1	2,761,819	,0	12,992
Net Transfers - In (Out)	(6,029,323)	(6,029,323)		(5,299,665)	(2,644,652)	1 1	(5,299,665)		,562

A Total disposal fee projections reflect management's best estimate of revenues to be collected; disposal tons are typically higher in the summer with reductions in winter. YTD volumes are running 5% higher than last year-to-date.

\$ 556,359

\$ 2,917,745 524%

B Annual fees due April 15, 2023; received year-to-date monthly installments from Republic

\$ 583,520

c Investment Income projected to come in higher than budget

TOTAL FUND BALANCE

D Revenue source is unpredictable and dependent on special clean-up projects of contaminated soil and asbestos

\$ 3,066,662 526%

Final Beginning Fund Balance will be determined after the final close of FY22

	Fisca	l Year 2022	1		F	iscal Yea	ır 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Events Revenue	578,000	786,724	136%	745,759	293,371	39%	745,759	100%	-
Food & Beverage	513,500	792,639	154%	415,000	249,269	60%	415,000	100%	
Rights & Signage	105,000	38,192	36%	105,000	35,400	34%	105,000	100%	-
Storage	77,500	46,525	60%	65,000	-	0%	65,000	100%	-
Horse Stall Rental	71,500	66,636	93%	49,000	38,020	78%	49,000	100%	-
Camping Fee	19,500	11,675	60%	20,000	3,475	17%	20,000	100%	-
Interest on Investments	474	5,301	999%	5,221	3,695	71%	10,200	195%	4,979
Miscellaneous	250	2,032	813%	3,554	1,222	34%	3,554	100%	-
Interfund Payment	30,000	30,000	100%	-	-		-		
TOTAL RESOURCES	1,395,724	1,779,723	128%	1,408,534	624,451	44%	1,413,513	100%	4,979
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	1,118,980	1,129,821	101%	1,256,902	390,740	31%	1,072,283	85%	184,619
Personnel Services - F&B	181,593	200,062	110%	170,247	20,466	12%	139,709	82%	30,538
Materials and Services	818,804	852,050	104%	965,684	269,456	28%	965,684	100%	
Materials and Services - F&B	282,500	342,748	121%	273,950	71,435	26%	273,950	100%	
Debt Service	103,000	101,799	99%	101,270	-	0%	101,270	100%	-
TOTAL REQUIREMENTS	2,504,877	2,626,480	105%	2,768,054	752,097	27%	2,552,897	92%	215,157
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
:			-				:		
Transfers In - Room Tax	1,093,513	1,049,581		1,101,342	367,112		1,130,277		28,935
Transfers In - Park Fund	30,000	•	100%	30,000	10,000	33%	30,000	100%	-;
Transfers In - County Fair	150,000	150,000	- 1	(407.045)	(4.40.40.4)	000/	(407.045)	4000/	
Transfers Out	(310,777)	(310,777)	100%	(427,215)	(142,404)	33%	(427,215)		
TOTAL TRANSFERS	962,736	918,804	95% ;	704,127	234,708	33% ;	733,062	104%	28,935
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	750,673	923,473	123%	971,352	996,420	103%	996,420	103%	25,068
Resources over Requirements	(1,109,153)	(846,757)	123/0	(1,359,520)	(127,646)	103/0	(1,139,384)		220,136
Net Transfers - In (Out)		, , ,		,	, , ,		1		28,935
Net Hallsleis - III (Out)	962,736	918,804		704,127	234,708	· :	733,062		20,935

- Investment Income projected to come in higher than budget
- B Projected Personnel savings based on FY22/FY23 average vacancy rate of 20%

\$ 604,256

\$ 995,519 165% ;

\$ 315,960

\$ 1,103,482 349%

\$ 590,098 187% ;

\$274,139;

c Projected Personnel based on vacancy savings to date

TOTAL FUND BALANCE

- Transfers expected to be higher than budget due to increased Room Tax revenue
- Final Beginning Fund Balance will be determined after the final close of FY22

	Fisca	l Year 2022			F	iscal Yea	r 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Gate Receipts	550,000	738,029	134%	710,000	782,364	110%	782,424	110%	72,424
Concessions and Catering	385,000	526,737	137%	505,000	815,458	161%	815,461	161%	310,461
Carnival	330,000	415,716	126%	385,000	433,682	113%	433,682	113%	48,682
Commercial Exhibitors	110,000	86,200	78%	80,000	117,100	146%	117,100	146%	37,100
Fair Sponsorship	83,500	51,035	61%	61,000	101,370	166%	109,370	179%	48,370
State Grant	52,000	53,167	102%	53,167	53,167	100%	53,167	100%	
Rodeo	20,000	,	120%	24,000	30,970	129%	30,970	129%	6,970
R/V Camping/Horse Stall Rental	25,500	19,815	78%	20,000	17,520	88%	17,520	88%	(2,480
Livestock Entry Fees	4,500	-	0%	5,000	1,925	39%	2,169	43%	(2,831
Merchandise Sales	-	5,239		3,500	3,245	93%	3,245	93%	(255
Interest on Investments	-	2,683		2,713	3,220	119%	7,890	291%	5,177
TOTAL RESOURCES	1,560,500	1,922,671	123%	1,849,380	2,360,021	128%	2,372,997	128%	523,617
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection 160 445	% 400%	\$ Variance
Personnel Services	155,959	36,681		169,445	64,771	38%	169,445		
Materials and Services	1,312,172	1,316,102	100% ;	1,682,585	1,608,299	96%	1,682,585	100%	-
TOTAL REQUIREMENTS	1,468,131	1,352,783	92% ¦	1,852,030	1,673,069	90%	1,852,030	100%	
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfer In - TRT 1%	75,000	75,000	100%	75,000	25,000	33%	75,000	100%	i i
Transfer Out - Fair & Expo	(150,000)	(150,000)		´ -	_	1 1	·		
Transfers Out	` ' -	-	I	(231,706)	(77,232)	33%	(231,706)	100%	
TOTAL TRANSFERS	(75,000)	(75,000)	100%	(156,706)	(52,232)	33%	(156,706)	100%	
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	_	(109,033)	999%	384,715	385,854	100%	385,854	100%	1,139
Resources over Requirements	92,369	569,888	!	(2,650)	686,952	1 1	520,967		523,617
Net Transfers - In (Out)	(75,000)	(75,000)	- !	(156,706)	(52,232)	1 1	(156,706)		l .

A Investment Income projected to come in higher than budget

TOTAL FUND BALANCE

\$ 17,369

\$ 385,854 999%

\$ 225,358

\$ 1,020,574 453%

\$ 750,115 333%

\$524,757

B Final Beginning Fund Balance will be determined after the final close of FY22



		Fair 2021	_	Fair 2022 ctuals to Date	P	2022 rojection
RESOURCES						•
Gate Receipts	\$	738,029	\$	782,364	\$	782,364
Carnival	·	415,716		433,682		433,682
Commercial Exhibitors		315,719		436,292		436,292
Livestock Entry Fees		-		1,925		1,925
R/V Camping/Horse Stall Rental		19,944		17,392		17,392
Merchandise Sales		5,239		3,245		3,245
Concessions and Catering		295,093		497,366		497,366
Fair Sponsorship		81,125		126,300		126,300
TOTAL FAIR REVENUES	\$	1,870,865	\$	2,298,566	\$	2,298,566
OTHER RESOURCES						
State Grant		53,167		53,167		53,167
Interest		1,194		4,502		5,252
Miscellaneous		.,		.,002		0,202
TOTAL RESOURCES	\$	1 925 226	<u>•</u>	2 256 224	<u>¢</u>	2 356 094
TOTAL RESOURCES	Φ	1,925,226	<u> </u>	2,356,234	<u>\$</u>	2,356,984
REQUIREMENTS						
Personnel		103,199		88,203		118,691
Materials & Services		1,249,932		1,680,236		1,689,402
TOTAL REQUIREMENTS	\$	1,353,131	\$	1,768,438	\$	1,808,092
TRANSFERS						
Transfer In - TRT 1%		74.750		62 500		75 000
		74,750		62,500		75,000
Transfer Out - F&E Reserve		(450,000)		(77,232)		(115,848)
Transfer Out - Fair & Expo	_	(150,000)	_	-	_	
TOTAL TRANSFERS	\$	(75,250)	<u>\$</u>	(14,732)	<u>\$</u>	(40,848)
Net Fair	\$	496,845	\$	573,064	\$	508,044
Beginning Fund Balance on Jan 1	\$	(48,694)	\$	448,151	\$	448,151
Ending Balance	\$	448,151	\$	1,021,215	\$	956,195

33.3%

Year Complete

	Fisca	l Year 2022			F	iscal Yea	r 2023		
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Interest on Investments	8,544	8,012	94%	7,414	7,350	99%	19,950	269%	12,536 A
TOTAL RESOURCES	8,544	8,012	94% ;	7,414	7,350	99%	19,950	269%	12,536
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Materials and Services	180,000	8,564	5%	220,000	92	0%	220,000	100%	-
Capital Outlay	388,000	(894)	0% -	650,000	-	0%	650,000	100%	B
TOTAL REQUIREMENTS	568,000	7,670	1%	870,000	92	0%	870,000	100%	
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In - TRT 1%	498,901	479,502	96%	501,683	167,224	33%	514,086	102%	12,403 C
Transfers In - Fair & Expo	300,000	300,000	100%	416,437	138,812	33%	416,437	100%	
Transfers In - Annual County Fair	-	-		231,706	77,232	33%	231,706	100%	-
TOTAL TRANSFERS	798,901	779,502	98%	1,149,827	383,268	33%	1,162,230	101%	12,403
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance Resources over Requirements	1,101,663 (559,456)	1,029,596 342	93%	1,299,942 (862,586)	1,809,440 7,259	139%	1,809,440 (850,050)	139%	12,536
Net Transfers - In (Out)	798,901	779,502		1,149,827	383,268		1,162,230		12,403
TOTAL FUND BALANCE	\$ 1,341,108	\$ 1,809,440	135%	\$ 1,587,183	\$ 2,199,967	139%	\$ 2,121,620	134%	\$534,437

- A Investment Income projected to come in higher than budget
- B Capital Outlay appropriations are a placeholder should viable projects be recommended and approved for construction
- c Transfers expected to be higher than budget due to increased Room Tax revenue
- Final Beginning Fund Balance will be determined after the final close of FY22



\$ 140,662 170%

\$57,742;

	Fisca	l Year 2022		Fiscal Year 2023							
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance		
RV Park Fees < 31 Days	495,000	551,683	111%	605,000	222,359	37%	605,000	100%	-		
Cancellation Fees	-	15,725		14,000	5,604	40%	14,000	100%	-		
RV Park Fees > 30 Days	10,500	8,499	81%	13,000	-	0%	13,000	100%			
Washer / Dryer	5,000	3,476	70%	4,200	2,971	71%	4,200	100%	-		
Miscellaneous	2,500	3,731	149%	3,750	1,142	30%	3,750	100%			
Vending Machines	2,500	1,021	41%	1,750	936	53%	1,750	100%			
Interest on Investments	2,024	578	29%	552	618	112%	1,660	301%	1,108		
TOTAL RESOURCES	517,524	584,713	113%	642,252	233,629	36%	643,360	100%	1,108		
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance		
Personnel Services	19,456	1,643	8%	111,153	27,198	24%	104,640	94%	6,513		
Materials and Services	310,805	242,863	78%	259,755	96,986	37%	259,755	100%	´		
Debt Service	221,927	221,629	100%	223,273	-	0% [¦]	223,273				
TOTAL REQUIREMENTS	552,188	466,135	84%	594,181	124,184	21%	587,668	99%	6,513		
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance		
Transfers In - Park Fund	160,000	160,000	100%	160,000	-	0%	160,000	100%	-		
Transfers In - TRT Fund	20,000	20,000	100%	20,000	6,664	33%	20,000	100%			
Transfer Out - RV Reserve	(132,042)	(132,042)	100%	(261,566)	(87,188)	33%	(261,566)	100%			
TOTAL TRANSFERS	47,958	47,958	100%	(81,566)	(80,524)	99%	(81,566)	100%	-		
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance		
Beginning Fund Balance	_	_	:	116,415	166,536	143%	166,536	143%	50,121		
Resources over Requirements	(34,664)	118,578	i	48,071	109,446	10,0	55,692	. 10 /0	7,621		
Net Transfers - In (Out)	47,958	47,958		(81,566)	(80,524)	1	(81,566)		.,321		

- A Investment Income projected to come in higher than budget
- **B** Projected Personnel based on vacancy savings to date
- c Transfer booked in November

TOTAL FUND BALANCE

p Final Beginning Fund Balance will be determined after the final close of FY22

\$ 13,294

\$ 166,536 999%

\$ 82,920

\$ 195,458 236%

Fiscal Year 2022

33.3% Year Complete

\$25,137;

Fiscal Year 2023

										4
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Interest on Investments	7,546	6,354	84%	6,298	4,477	71%	12,400	197%	6,102	A
TOTAL RESOURCES	7,546	6,354	84%	6,298	4,477	71%	12,400	197%	6,102	
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	_
Capital Outlay	100,000	885	1%	100,000	4,490	4%	100,000	100%	-	В
TOTAL REQUIREMENTS	100,000	885	1%	100,000	4,490	4%	100,000	100%	-	
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	_
Transfer In - RV Park Ops	132,042	132,042	100%	261,750	87,188	33%	261,566	100%	(184)	1
TOTAL TRANSFERS	132,042	132,042	100%	261,750	87,188	33%	261,566	100%	(184)	
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	_
Beginning Fund Balance	784,466	1,054,426	134%	1,172,718	1,191,937	102%	1,191,937	102%	19,219	С
Resources over Requirements	(92,454)	5,469		(93,702)	(13)		(87,600)		6,102	
Net Transfers - In (Out)	132,042	132,042		261,750	87,188		261,566		(184)	

\$ 1,340,766

\$ 1,279,112 95%

\$ 1,365,903 102% ;

- A Investment Income projected to come in higher than budget
- B Capital Outlay appropriations are a placeholder

TOTAL FUND BALANCE

c Final Beginning Fund Balance will be determined after the final close of FY22

\$824,054

\$ 1,191,937 145% ;

Fiscal Year 2022

33.3% Year Complete

Fiscal Year 2023

RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Workers' Compensation	1,120,766	1,164,543	104%	1,234,761	408,212	33%	1,234,761	100%	-
General Liability	944,278	940,773	100%	892,681	297,560	33%	892,681	100%	-
Unemployment	323,572	334,147	103%	430,179	295,562	69%	430,179	100%	- A
Property Damage	393,546	409,593	104%	419,566	139,855	33%	419,566	100%	-
Vehicle	227,700	227,700	100%	248,764	82,921	33%	248,764	100%	-
Interest on Investments	101,111	50,142	50%	49,346	32,850	67%	92,120	187%	42,774 B
Claims Reimbursement	25,000	1,280,876	999%	25,000	1,110	4%	25,000	100%	-
Skid Car Training	10,000	-	0%	10,000	-	0%	100	1%	(9,900) <mark>C</mark>
Process Fee- Events/ Parades	1,000	1,485	149%	1,000	405	41%	1,000	100%	-
Miscellaneous	-	180		180	-	0%	180	100%	-
TOTAL RESOURCES	3,146,973	4,409,440	140%	3,311,477	1,258,475	38%	3,344,351	101%	32,874
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
General Liability	3,600,000	2,706,359	75%	3,000,000	394,800	13%	2,500,000	83%	500,000 D
Workers' Compensation	1,580,000	953,365	60%	1,580,000	558,128	35%	2,000,000	127%	(420,000) E
Insurance Administration	547,047	491,393	90%	607,558	192,384	32%	607,558	100%	-
Property Damage	300,245	604,926	201%	300,248	51,632	17%	280,000	93%	20,248 F
Vehicle	200,000	137,356	69%	200,000	83,563	42%	250,000	125%	(50,000) E
Unemployment	200,000	89,053	45%	200,000	-	0%	200,000	100%	-
TOTAL REQUIREMENTS	6,427,292	4,982,451	78%	5,887,806	1,280,507	22%	5,837,558	99%	50,248
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers Out - Vehicle Replacement	(3,500)	(3,500)	100%	(3,500)	(1,164)	33%	(3,500)	100%	
TOTAL TRANSFERS	(3,500)	(3,500)	100%	(3,500)	(1,164)	33%	(3,500)	100%	-

Unemployment collected on first \$25K of employee's salary in fiscal year

Budget

8,329,115

(3,500)

(3,280,319)

\$5,045,296

- B Investment Income projected to come in higher than budget
- c Skid Car training resuming; but only for employees, revenue on this line item is from the public

Actuals

%

9,521,450 114%

(573,012)

(3,500)

\$ 8,944,938 177%

Budget

7,687,180

(2,576,329)

\$ 5,107,351

(3,500)

Actuals

8,944,938 116%

(22,032)

(1,164)

\$ 8,921,742 175%

Projection

(2,493,207)

(3,500)

8,944,938 116%

\$ 6,448,231 126% ;

\$ Variance

1,257,758 G

83.122

\$1,340,880;

Trending lower than budget

FUND BALANCE

Beginning Fund Balance

Net Transfers - In (Out)

Resources over Requirements

TOTAL FUND BALANCE

- E Trending higher than budget
- FY22 had abnormally high property damage; anticipating less in FY23
- G Final Beginning Fund Balance will be determined after the final close of FY22

	Fisca	l Year 2022		Fiscal Year 2023						
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Internal Premium Charges	18,767,900	19,164,548	102%	19,908,221	6,485,270	33%	19,908,221	100%	-	
COIC Premiums	1,589,000	1,255,305	79%	1,547,778	577,894	37%	1,547,778	100%	-	
Employee Co-Pay	1,200,000	1,238,034	103%	1,282,015	414,192	32%	1,282,015	100%	-	
Retiree / COBRA Premiums	1,060,000	1,438,217	136%	595,000	178,120	30%	595,000	100%	-	
Prescription Rebates	128,000	396,119	309%	175,000	143,340	82%	175,000	100%	-	Α
Interest on Investments	200,277	90,816	45%	95,686	46,011	48%	131,380	137%	35,694	В
Claims Reimbursement & Other	82,000	1,487,600	999%	55,000	5,764	10%	55,000	100%	-	1
TOTAL RESOURCES	23,027,177	25,070,639	109%	23,658,700	7,850,592	33%	23,694,394	100%	35,694	

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Health Benefits	25,140,847	24,583,764	98%	21,597,563	5,301,214	25%	21,597,563	100%	-	С
Deschutes On-Site Pharmacy	2,970,575	3,381,197	114%	3,779,608	819,341	22%	3,779,608	100%	-	С
Deschutes On-Site Clinic	1,141,829	1,190,855	104%	1,212,497	286,277	24%	1,212,497	100%	-	С
Wellness	171,142	138,211	81%	179,549	39,898	22%	179,549	100%	-	С
TOTAL REQUIREMENTS	29,424,393	29,294,027	100%	26,769,217	6,446,730	24%	26,769,217	100%	-	

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Beginning Fund Balance	14,772,618	15,527,580		11,925,656	11,304,191	95%	11,304,191	95%	(621,465)	
Resources over Requirements Net Transfers - In (Out)	(6,397,216)	(4,223,389)	- 1	(3,110,517)	1,403,862		(3,074,823)		35,694 ₁	
TOTAL FUND BALANCE	\$ 8,375,402	\$ 11,304,191	135%	\$ 8,815,139	\$ 12,708,052	144%	\$ 8,229,368	93%	; ; (\$585,771);	

- Budget estimate is based on claims which are difficult to predict
- B Investment Income projected to come in higher than budget
- C Amounts are paid 1 month in arrears
- Final Beginning Fund Balance will be determined after the final close of FY22

	Fisca	l Year 2022		Fiscal Year 2023						
RESOURCES	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	'
Property Taxes - Current Yr	9,803,579	9,931,743	101%	10,402,834	920,416	9%	10,421,062	100%	18,228	Α
Telephone User Tax	1,106,750	1,815,283	164%	1,668,000	-	0%	1,668,000	100%	-	В
State Reimbursement	60,000	123,282	205%	810,000	15,000	2%	810,000	100%	-	С
Police RMS User Fees	236,576	237,221	100%	237,221	-	0%	237,221	100%	-	D
Contract Payments	147,956	157,552	106%	153,292	18,870	12%	153,292	100%	-	
User Fee	233,576	140,986	60%	140,445	4,313	3%	140,445	100%	-	1
Data Network Reimbursement	162,000	244,799	151%	120,874	26,024	22%	120,874	100%	-	
Property Taxes - Prior Yr	115,000	92,601	81%	80,000	40,771	51%	80,000	100%	-	1
Interest on Investments	96,867	69,988	72%	67,515	39,548	59%	116,280	172%	48,765	Ε
Property Taxes - Jefferson Co.	38,344	37,525	98%	39,497	322	1%	39,497	100%	-	
Miscellaneous	18,658	45,553	244%	25,000	13,045	52%	25,000	100%	_	
TOTAL RESOURCES	12.019.306	12.896.533	107%	13.744.678	1.078.309	8%	13.811.671	100%	66.993	

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	8,005,795	7,462,327	93%	8,606,196	2,563,383	30%	7,563,412	88%	1,042,784
Materials and Services	3,582,212	2,915,749	81%	4,088,201	836,140	20%	4,088,201	100%	
Capital Outlay	2,975,000	518,824	17%	5,075,000	246,232	5%	5,075,000	100%	
TOTAL REQUIREMENTS	14,563,007	10,896,900	75%	17,769,397	3,645,756	21%	16,726,613	94%	1,042,784

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance Resources over Requirements Net Transfers - In (Out)	11,850,783 (2,543,701)	10,709,072 1,999,633	90%	12,950,799 (4,024,719)	12,708,705 (2,567,447)	98%	12,708,7 (2,914,9		(242,094) 1,109,777
TOTAL FUND BALANCE	\$ 9.307.082	\$ 12.708.705	137%	\$ 8.926.080	\$ 10,141,258	114%	\$ 9,793,7	63 110%	\$867.683

- A Current year taxes received primarily in November, February and May; actual FY22-23 TAV is 5.50% over FY21-22 vs. 5.55% budgeted
- B Telephone tax payments are received quarterly
- C State GIS reimbursements are received quarterly
- D Invoices are mailed in the Spring
- E Investment Income projected to come in higher than budget
- F Projected Personnel savings based on FY22/FY23 average vacancy rate of 13.5%
- G Final Beginning Fund Balance will be determined after the final close of FY22