



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, FEBRUARY 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 www.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

ACTION ITEMS

- [1.](#) **1:00 PM** Deliberations for Fee and Service Changes in Cascade Disposal's Franchise Service Area in Deschutes County
- [2.](#) **1:45 PM** Presentation: Young Audiences
- [3.](#) **2:15 PM** Grant Acceptance of Oregon Department of Forestry Grant for fuel reduction
- [4.](#) **2:25 PM** Consideration of County Administrator signature of Document number 2022-101, accepting OHA grant.
- [5.](#) **2:35 PM** Consideration of Board approval and Chair signature of Document #2022-166, Oregon Health Authority agreement #155921-4.
- [6.](#) **2:45 PM** Consideration of Board approval and Board signature of Document #2022-209, Amendment #2 to the 2021 PacificSource Coordinated Care Organization contract.
- [7.](#) **3:00 PM** County Treasurer and Finance Report as of January 31, 2022.
- [8.](#) **3:20 PM** Consideration: Deschutes River Mitigation and Enhancement Committee / Appointments

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.

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.

9. Executive Session under ORS 192.660 (2) (h) Litigation
10. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

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.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 28, 2022

SUBJECT: Deliberations for Fee and Service Changes in Cascade Disposal’s Franchise Service Area in Deschutes County

RECOMMENDED MOTION:

Direct staff to prepare a Board Order to include the recycling service options selected by the Board with the deliberations that are undertaken with this agenda item.

BACKGROUND AND POLICY IMPLICATIONS:

Over the past 1½ years, the Solid Waste Department has been working with Cascade Disposal on improvements to residential recycling collection services in their County franchise district. This effort has been motivated by recommendations in the 2019 Solid Waste Management Plan to expand residential recycling collection, a request from Sunriver Homeowners Association for assistance in finding solutions to the maintenance and operation challenges with the Sunriver Recycling Depot, and requests to provide curbside yard debris collection services to help residents develop and maintain defensible spaces for wildfire mitigation.

On January 24, 2022, staff participated in a Work Session with the Board to review the history and status of recycling collection services in Deschutes County and a proposal from Cascade Disposal to expand residential recycling collection services in their franchise district as a universal service.

On January 31, 2022, the Board held a public hearing to discuss and receive public testimony on the proposal from Cascade Disposal for expansion of services. The proposal includes the following elements:

- Add collection of comingle and glass recycling collection in Sunriver as a weekly universal side-yard service with a rate increase of \$14 per month.
- Add glass and yard debris recycling collection in Cascade Disposal’s Rural Service Zone as a bi-weekly universal curbside service with a rate increase of \$10/month.

- Add comingle, glass and yard debris recycling collection in Cascade Disposal's Distant Rural Service Zone as a bi-weekly universal curbside service with a rate increase of \$14/month.

Seven citizens provided verbal testimony at the Public Hearing and an additional 69 written and verbal comments were received during the open record period, which closed at midnight on Monday, February 14, 2022. Written comments received during the comment period are available on the Solid Waste Department website at <https://www.deschutes.org/solidwaste/page/cascade-disposal-proposal-expand-residential-recyclables-collection>. Testimony provided at the public hearing, written comments submitted by email and verbal comments received by phone during the open record period are summarized as follows:

Sunriver

- Number of comments received: 44
- Comments in full support of proposal: 30
- Comments in opposition of proposal: 13
 - Specific comments regarding opposition to the proposal include:
 - Would support the proposal as a subscription service: 9

Rural Service Zone:

- Number of comments received: 17
- Respondents in full support of proposal: 5
- Respondents opposing proposal: 12
 - Specific comments regarding opposition to the proposal include:
 - Would support the proposal as a subscription service: 9
 - Oppose biweekly yard debris collection: 6
 - Oppose biweekly glass collection: 4

Distant Rural Service Zone

No comments received

Outside Cascade Disposal Service District

Due to misinformation that was posted on social media outside the County's control, 15 comments in full support of the service and fee proposal were received from residents in subdivisions immediately outside Cascade Disposal's franchise district south of Sunriver. Respondents were contacted to thank them for their submittal and advise them that they were outside the service district where the proposal was being considered.

The Board has several options for action considering Cascade Disposal's proposal and the comments that were received:

Sunriver Service Zone

- *No action.* Side-yard waste collection service will continue as currently provided with no residential recycling collection. Residents will continue to rely on the Sunriver Recycling Depot and the County's recycling facilities for their recycling needs.

- *Approve services as proposed as a universal service* with weekly side-yard comingle and glass collection added at an additional cost of \$14/month for those residents that sign up for service.
- *Approve services as proposed as a subscription service* where residents can select and pay for only those side-yard services they would like to receive (trash, comingle and glass collection). At this time, no subscription service fee structure has been proposed and Cascade Disposal will need to conduct an analysis to develop a proposal for subscription services.

Rural Service Zone

- *No action.* Universal service with comingle recycling collection continues as currently provided.
- *Approve services as proposed as a universal service* with biweekly glass and yard debris collection added as part of the existing universal service program at an additional cost of \$10/month for those residents that sign up for service.
- *Approve services as proposed as a subscription service* where residents can select and pay for only those services they would like to receive (trash, comingle, glass and yard debris collection). At this time, no subscription service fee structure has been proposed and Cascade Disposal will need to conduct an analysis to develop a proposal for subscription services.

Distant Rural Service Zone

- *No action.* Waste collection services with no recycling collection continues as currently provided.
- *Approve services as proposed as a universal service* with comingle, glass and yard debris collection added at an additional cost of \$14/month for those residents that sign up for service.
- *Approve services as proposed as a subscription service* where residents can select and pay for only those services they would like to receive (trash, comingle, glass and yard debris collection). At this time, no subscription service fee structure has been proposed and Cascade Disposal will need to conduct an analysis to develop a proposal for subscription services.

Staff will return with a Board Order consistent with the Board’s decision at an upcoming meeting. As noted above, no fee structure has been developed by Cascade Disposal for subscription services at this time. If the Board selects subscription service for specific zones, staff will work with Cascade Disposal to develop the appropriate fee structure for Board consideration.

BUDGET IMPACTS:

None.

ATTENDANCE:

Chad Centola, Director of Solid Waste
Timm Schimke, Senior Advisor



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Monday, February 28, 2021

SUBJECT: Presentation: Young Audiences

RECOMMENDED MOTION:

N/A - Informational item

BACKGROUND AND POLICY IMPLICATIONS:

During the December 15 2021 Board of Commissioners meeting, the Board reviewed 2022 Arts & Culture Grant applications and determined awards. During that review, the Board indicated interest in having one of the applicants, Young Audiences, present to the Board during a future meeting to learn more about the organization.

Young Audiences Central Oregon Program Manager Christi Zorrilla Soto will attend the Board’s February 28 meeting to share information about the organization.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Christi Zorrilla Soto, Central Oregon Program Manager, Young Audiences of Oregon & SW Washington

Laura Skundrick, Administrative Analyst



Young Audiences Arts for Learning

Oregon & SW Washington

Young Audiences is a Connector

We inspire young people and expand their learning through the arts. By pairing talented teaching artists with school and community programs, we bring arts and education together.



Young Audiences - Early Programs

02/28/2022 Item #2.

3M PORTLAND, OREGON, TUESDAY, APRIL 28, 1959 4M

Young Audiences Program Brings Live Classical Music to Schools



Members of the Portland Symphonic Brass Ensemble give a young audience a close-up view of the horns and accessories used by the group. Quintet includes, from left, George Reinmiller, Russ White, Gerry Conrath, Parks Wightman and John Trudeau, leader of group.



DIXIE-LAND JAZZ MAKERS, the Seldons Six, and another group, the Top Brass will entertain at Young Audiences 19th birthday party and benefit, a "Energizer-fest" April 26. Music gymnasts include Duffy DuFresne, trombone; Randy Hunt, banjo; John Roberts, drums; Jim Fenwick, tuba; Gary Guthman, trumpet and Ronn Peebles, clarinet.

Saturday, Dec. 7, 1963 Portland, Oregon, PORTLAND REPORTER 17

Music From Poems



PETE LIDDELL PHOTO

Richard C. Moffatt, local composer, goes over his score, "Pictures," with Young Audiences lyric trio. Majolaine Bethell is at harp with her sister, Beverly Le Beck, at cello. Vocalist Marie Rogndahl Peake looks at score, presented to Young Audiences by anonymous donor. Moffatt has poems set to music for children.

Core Roster Programs



Program Formats:

- Performances/Assemblies
- Artist residencies and workshops
- Family Art Night
- Teacher Training

School Delivery Formats:

- In-Person
- Virtual
 - Live / synchronous
 - Pre-recorded / asynchronous

Core Roster Programs



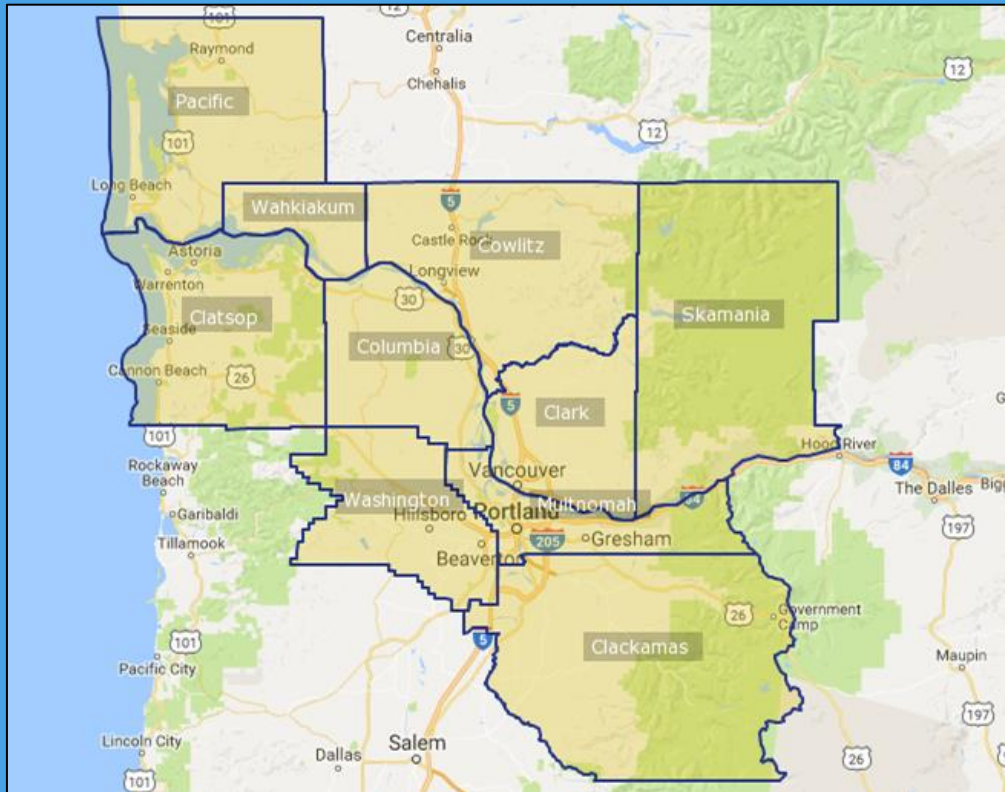
Education Formats:

- Art Disciplines
- Art Skill Building
- Art as an avenue to cultural understanding
- Arts integration. Art as a language for learning other subjects and accessing different learning styles

Service Area

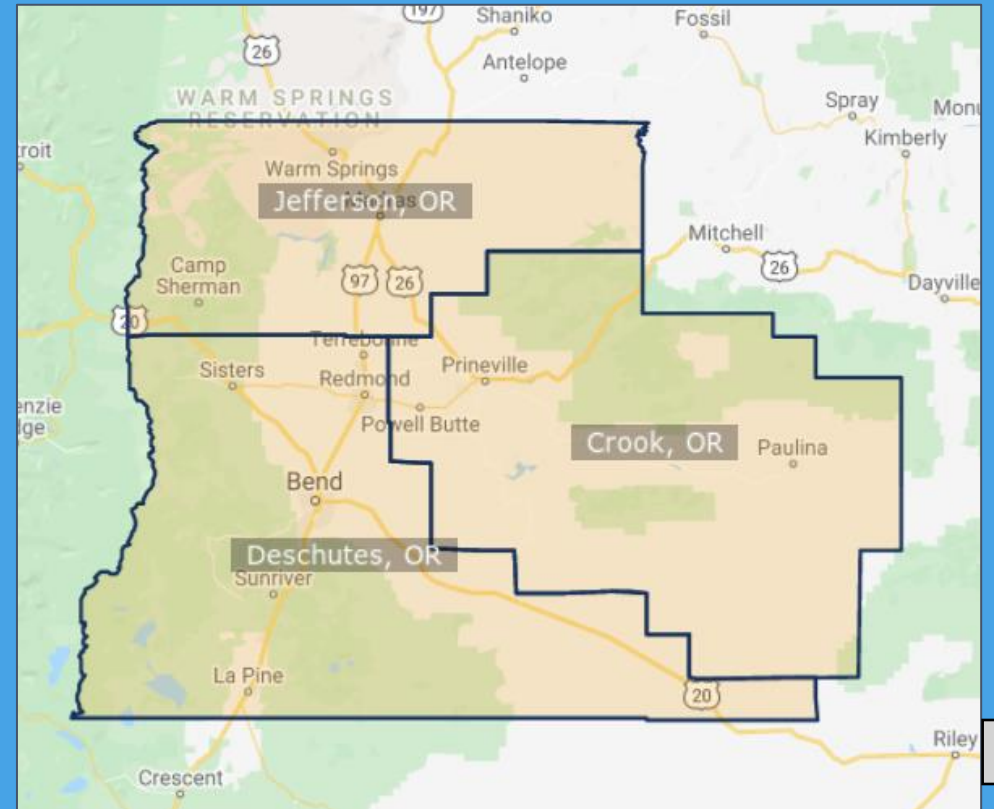
10 counties surrounding Portland & Vancouver

Multnomah	Clatsop	Cowlitz
Washington	Columbia	Clark
Clackamas	Pacific	Skamania
	Wahkiakum	



3 counties in Central Oregon

Crook	Deschutes	Jefferson
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Our team

Central Oregon Program

School/Venue Support and Connections

Career Co

02/28/2022 Item #2.



Christi Zorrilla Soto
Central Oregon
Program Manager



Kristi Riedel
Programs Director



Koko Olszewski
Community
Engagement Manager



Josephine Kuever
Program Operations
Manager



Allena Vestal
Arts Education
Program Coordinator

Artist Support and Learning

Right Brain Initiative



Maia McCarthy
Artist Programs Manager



Tony Fuemmeler
Professional Development
Manager



Ryan Higa
Arts Integration
Coach



Kim Strelchun
Right Brain Initiative
Director



Lauren Jost
Executive Director

Central Oregon Roster Artists



Anne Rustand
Visual artist



Elise Bratton Rothamel
Visual artist



Jennifer Curtis
Visual artist



Julie Hill
Graphic designer



Kathleen Branch
Visual artist



Kelly Thibodeaux
Musician



Lindsay Kay
Movement artist

CENTRAL OREGON PROGRAMS

Artist residencies and workshops

Connect a roster of talented teaching artists with schools for a full range of educational arts programming, workshops and artist residencies.



Nature Journaling
By Jennifer Curtis



Color Exploration and Paper Engineering
Residency
By Anne Rustand



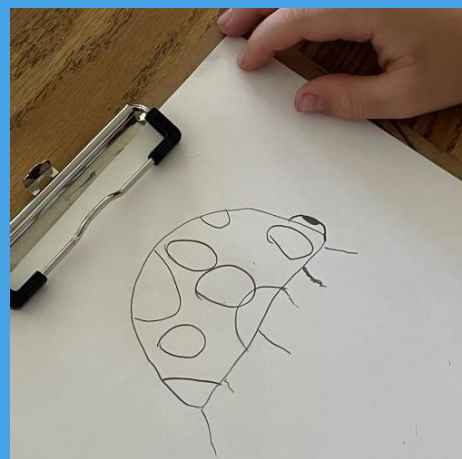
Anger Monsters!
By Elise Bratton Rothamel



Let's Draw Animals and Color Tone with Soft Pastels
By Kathleen Branch



Bright and Beautiful Landscapes!
Elise Bratton Rothamel



Learn to draw animals, using different shapes and sizes
By Kathleen Branch



Exploring Movement Through Hula Hoop Dance
By Lindsy Kay



The Art of Fiddling
& the Mystique of Louisiana
By Kelly Thibodeaux



Make a Movie Poster Starring "You!"
by Julie Hill

Access to Arts Education in Central Oregon Schools

- Students in Oregon do not have equitable access to arts education, despite its known benefits.
- Over the past five years, **arts education offerings in schools have increased slowly.**
- **Most schools offered at least one arts course in OR**, and at least a quarter of students attended at least one arts course during 2018.

SCHOOL NAME	ARTS DISCIPLINES AVAILABLE				
Elton Gregory Middle School	visual	theatre	music	media	dance
John Tuck Elementary School	visual	theatre	music	media	dance
M.A. Lynch Elementary School	visual	theatre	music	media	dance
Obsidian Middle School	visual	theatre	music	media	dance
Redmond High School	visual	theatre	music	media	dance
Redmond Proficiency Academy	visual	theatre	music	media	dance
Ridgeview High School	visual	theatre	music	media	dance
Sage Elementary School	visual	theatre	music	media	dance
Torebonne Community School	visual	theatre	music	media	dance
Tom McCall Elementary School	visual	theatre	music	media	dance
Tumalo Community School	visual	theatre	music	media	dance
Vern Patrick Elementary School	visual	theatre	music	media	dance

SCHOOL NAME	ARTS DISCIPLINES AVAILABLE				
Amity Creek Elementary School	visual	theatre	music	media	dance
Bear Creek Elementary School	visual	theatre	music	media	dance
Bend International School	visual	theatre	music	media	dance
Bend Senior High School	visual	theatre	music	media	dance
Buckingham Elementary School	visual	theatre	music	media	dance
Cascade Middle School	visual	theatre	music	media	dance
Elk Meadow Elementary School	visual	theatre	music	media	dance
Ensworth Elementary School	visual	theatre	music	media	dance
High Desert Middle School	visual	theatre	music	media	dance
High Lakes Elementary School	visual	theatre	music	media	dance
Highland School at Kenwood Elementary School	visual	theatre	music	media	dance
Juniper Elementary School	visual	theatre	music	media	dance
LaPine Elementary School	visual	theatre	music	media	dance

02/28/2022 Item #2.

In Central Oregon, Young Audiences has served...

12

Schools

1319

Students

67

Subsidized
Programs

In 2020 alone, Young Audiences OR connected...

149

Schools

44000

Students

350

Teachers

Other programs

02/28/2022 Item #2.

THE right BRAIN INITIATIVE

The Right Brain Initiative

The Right Brain Initiative is a partnership between school districts and the cultural community to integrate arts programming into Portland area schools.

Students engage in a **creative process** which **connects** an art form and another subject, and meets **evolving objectives** in both.



Career Arts: Audio **SET**

02/28/2022 Item #2.

- Live SET
- Studio SET
- Home Studio SET



Career Arts: Fashion Design

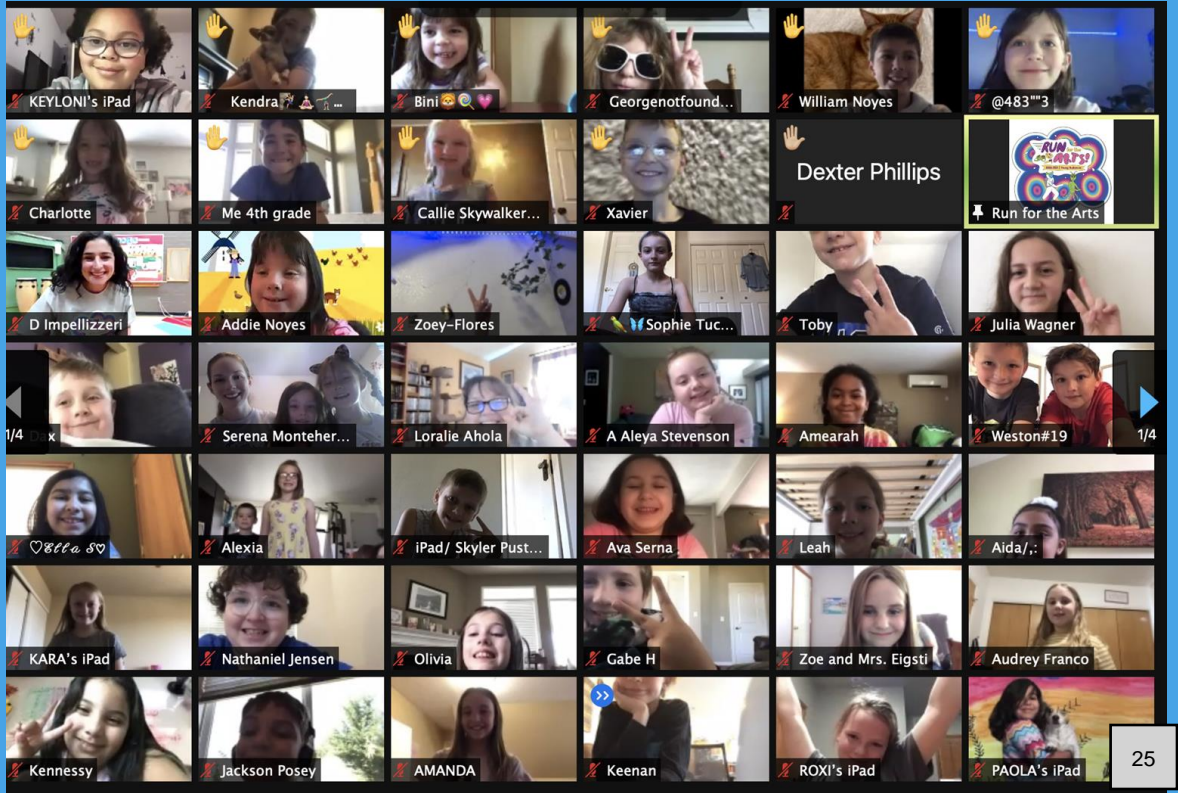
02/28/2022 Item #2.

SHIFT

An experiment in
fashion design



Funding Arts Programming



Artist Support: Teaching Artist Studio



02/28/2022 Item #2.



WHAT IS COMING IN CENTRAL OREGON

Artists Open Call

- **Diversify Teaching Artist group** artists that represented all CO communities, BIPOC, role models
- **Bilingual/bicultural** serve youth from different backgrounds, break language barriers
- **Professional development** for new roster BIPOC artists
- **Social-emotional and cultural connections**, arts as skills building, arts for learning other subjects



WHAT IS COMING IN CENTRAL OREGON

Spring Event

- **Present Young Audiences**, share our mission and programs
- **Create connections**, to diversify roster artists, connect to schools, to teachers, to community support/resources
- **Community need assessment**, hear and understand schools needs and communities needs
- **Share areas people suggest ideas**, create sub committees to support the program





Questions?

Contact

Christi Zorrilla Soto

Central Oregon Program Manager

christiz@ya-or.org

(503) 225-5900 x714

www.ya-or.org

My gender pronouns are she / her / hers

Hablo Español



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 2/28/2022

SUBJECT: Grant Acceptance of Oregon Department of Forestry Grant for fuel reduction

RECOMMENDED MOTION:

Move approval of document 2022-223, a grant agreement between the Oregon Department of Forestry and Deschutes County .

BACKGROUND AND POLICY IMPLICATIONS:

Senate Bill 762, the Omnibus Wildfire Bill from the 2021 legislative session created the Landscape Resiliency Program. Deschutes County submitted a grant proposal in January of 2022 requesting \$6,257,878 on behalf of multiple partners. The grant proposal has now been funded and agreements are proceeding with each partner. This grant agreement provides funding for fuels reduction on County owned lands within the project in the greater Sisters area.

BUDGET IMPACTS:

The grant agreement provides \$109,200 in funding which will be expended for fuels reduction. These funds were not anticipated and therefore have not been budgeted for to date. Funds are required to be expended prior to 6/30/23.

ATTENDANCE:

Ed Keith, Forester

**GRANT AGREEMENT
BETWEEN
OREGON DEPT. OF FORESTRY
AND
Deschutes County**

THIS GRANT AGREEMENT ("Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the Oregon Department of Forestry ("ODF"), a department of the State of Oregon Government, and Deschutes County ("Grantee"), a local Government Entity (collectively, the "Parties" and individually "Party").

RECITALS

- A. This Agreement is authorized by ORS 477.406 and ORS 279A.050.
- B. ODF will provide grant funds to Grantee under this agreement to implement treatments that contribute to forest health and resilience.
- C. ODF has been designated by Oregon State Legislature as the oversight state agency that would direct the state allocated funding to Grantee.

NOW THEREFORE, the Parties agree as follows:

TERMS

1. Grant Award. Grantee agrees to implement forest health and resilience treatments as specified in this Agreement and described in the Statement of Work and Budget, attached as Exhibit A. In return ODF agrees to provide the payment for actual costs of expenditures in an amount not to exceed the amount identified in the Budget section of Exhibit A.

The Grantee agrees that funds provided by ODF will be used only for the work identified in this Agreement. Any funds disbursed by the Grantor that are unused for the project will be returned to ODF no later than 30 days after the termination of this agreement.

2. Statement of Work and Budget. Grantee agrees to accomplish the work described in Exhibit A attached hereto and by this reference made a part thereof. Grantee further agrees to adhere to the Budget also set forth in Exhibit A.

3. Term. The term of this Agreement shall commence with the signing of this agreement by all Parties and expire on June 30, 2023. Pre award costs may be allowable at the discretion of ODF back to July 1, 2021, as detailed in the approved scope of work and budget. Grantee cannot request reimbursement for any expenses incurred after June 30, 2023.

4. Records Maintenance and Access.

- a. Grantee will retain and keep accessible all books, documents, papers, and records that are related to this Agreement, the grant moneys or the project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.
 - b. Grantee will document the expenditure of all grant moneys disbursed by ODF under this Agreement. Grantee will further document all other expenditures relating to this project. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODF to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.
 - c. Grantee will make all books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the project available to The Oregon Secretary of State's Office and its duly authorized representatives for the purpose of making audits and examinations.
- 5. Project Site Access.** Grantee will provide access to the project site for inspection and tour of the project site by representatives of the Grantor.
- 6. Payment.** This grant is to reimburse Grantee for actual expenditures incurred pursuant to this Agreement through the end of the Agreement Term. Reimbursement is not allowed for expenditures exceeding the amount of the grant award, unless an amendment to the budget has been approved. Grantee agrees that invoices submitted for billing purposes must contain the information exhibited in the Sample Invoice contained in Exhibit B. Invoicing should occur no more frequently than once a month.
- 7. Duplicate Payment.** Recipient shall not be compensated for or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- 8. Reporting.** Grantee shall provide ODF with one interim report due by October 31, 2022, and one final report due July 31, 2023, showing funds expended and work completed. The reports shall include percent complete for each task in the Statement of Work (Exhibit A), describe work completed by the Grantee for each task in the Statement of Work (Exhibit A), and summarize the interim status and final outcomes of the completed project.
- 9. Award Closeout.** Grantee will submit to ODF all financial performance documentation, the final report, all deliverables specified in the Statement of Work, and any final reimbursement

requests required under this agreement within 31 days following the date of expiration or termination of this grant.

10. Public Domain Information. The project funded by this grant will produce a program model that other entities wanting to promote similar projects may use. Grantee acknowledges that all program model information developed from Agreement funds will become public information subject to the requirements of ORS 192.311 to 192.338.

11. Modification Provisions. The terms of this Agreement may be modified by mutual agreement of the Parties. Any modification shall be in writing, shall refer specifically to this Agreement, and shall be executed by the Parties.

12. Termination of Agreement. This Agreement may be terminated:

- (a) At any time by mutual written consent of all Parties.
- (b) Upon written notice by ODF to Grantee for failure to perform any provision of this Agreement.
- (c) Upon 30 days written notice by the ODF to Grantee for any other reason specified in writing. or
- (d) At any time, upon written notice by the ODF, if ODF lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow ODF, in the exercise of its reasonable administrative discretion, to disburse the grant funds.

13. Compliance with Laws.

1. The Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
2. Without limiting the generality of the foregoing, the Grantee expressly agrees to comply with:
 - (i) Executive Order 11246, Equal Employment Opportunity; (ii) Drug Free Workplace Act of 1988, P.L. 110-690; (iii) Title VI of Civil Rights Act of 1965; (iv) Section V of the Rehabilitation Act of 1973; (v) the Americans of Disabilities Act of 1990 and ORS 659.425; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
3. The Department's performance under this Agreement is conditioned upon the Grantee's compliance with the obligations required for public contracts under ORS 279B.220, 279B.225, 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. The Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(gg)).
4. The Grantee offers all persons the opportunity to participate in programs or activities

regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Grantee on the basis of race, color, national origin, age, sex (in education activities) or disability.

- 14. Defense and Indemnification.** THE GRANTEE AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY STATE AND ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM, ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF THE GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT.
- 15. Governing Law and Forum.** The Parties expressly agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.
- 16. Assignment.** This Agreement is non-assignable and non-transferrable. There are no 3rd party beneficiaries to this Agreement.
- 17. Contracting.** Grantee, at its discretion, may contract portions of its work under this Agreement without the prior written approval of ODF. Grantee shall require contractor to agree, as to the portion contracted, to fulfill the obligations of Grantee as specified in this Agreement. Grantee shall remain obligated for full performance hereunder, and ODF shall incur no obligation other than its obligations to Grantee hereunder. Grantee agrees that if contractors are employed in the performance of this Agreement, Grantee will follow all required public contracting policies and procedures established by Grantee.
- 18. Use of Oregon Department of Forestry Insignia.** In order for Grantee to use the ODF insignia on any published media, such as a Web page, social media, printed publication, or audiovisual production, permission must be granted by the ODF's Public Affairs office in Salem, OR in writing. A written request for permission must be submitted by Grantee to their assigned ODF grant manager and the ODF Public Affairs prior to use of the insignia. Public Affairs will notify Grantee in writing when permission is granted.
- 19. Public Notices.** It is ODF's practice to inform the public as fully as possible of its programs and activities. ODF reserves the sole right to announce grant awards to the public. The Grantee may request permission to communicate the grant award to the general public or

media themselves by submitting a written request to that effect to the ODF grant manager. The ODF grant manager will work with the ODF Public Affairs Office to determine whether the Grantee's request will be granted and to approve or modify the language Grantee has proposed. If the Grantee's request is granted the Public Affairs Office will coordinate the release of information.

- 20. ODF Acknowledged in Publications, Audiovisuals, and Electronic Media.** Grantee shall acknowledge ODF's support in any publications, audiovisuals, and electronic media developed as a result of this award.
- 21. Advance Notice of Media Coverage.** Grantee shall provide at least ten days advance notification of all project related media interaction to their assigned ODF grant manager and the ODF Public Affairs Office in advance of the interview, event or media interaction. If the Grantee is made aware of the media coverage with fewer than ten days' notice, the Grantee shall inform ODF of the media interaction, coverage, or interest within twenty-four hours of learning of it.
- 22. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or un-enforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the intentions of the Parties to the maximum extent possible.
- 23. Integration.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between ODF and Grantee and supersedes any, or all, prior written or oral discussions or agreements.
- 24. Waiver.** ODF and Grantee shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

25. Insurance.

- a) Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, Grantee shall require that all contractors or consultants carry the minimum insurance types and amounts described below.

Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit
Worker’s Comp	All employees

- b) If requested by ODF, Grantee shall provide Certificate(s) of Insurance for all required insurance. As proof of insurance ODF has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
- c) Grantee or the insurer must provide at least 30 days’ written notice to ODF before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

26. Representations and Warranties. The Grantee hereby represents and warrants that:

1. The Project shall be performed in a timely manner by qualified personnel in accordance with applicable professional standards.
2. The Grantee has the authority to enter into and perform in accordance with this Agreement and that this Agreement, when executed and delivered, is a valid and binding obligation of the Grantee’s that is enforceable in accordance with its terms.

27. Binding Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and the Grantee and their respective successors and assigns.

28. False Claim Act. Recipient will refer to the ODF Grant Administrator any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the federal or state False Claims Acts (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Grant Agreement.

29. Notice. Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, addressed to the Parties as follows:

ODF: Jeff Burns
Landscape Resiliency Program Coordinator
Oregon Dept. of Forestry
2600 State Street
Salem, OR 97310
(503) 945-7346
jeff.d.burns@odf.oregon.gov

Grantee: Deschutes County
Attn: Ed Keith/ Boone Zimmerlee
61150 SE 27th St.
Bend, OR 97701
(541)-408-8862/(541)-337-5007
Ed.keith@deschutes.org /
boone.zimmerlee@deschutes.org

30. Exhibits Attached. The following exhibits are attached and incorporated by reference as part of this Agreement:

Exhibit A Statement of Work and Budget
Exhibit B Sample Invoice

31. Signatures. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having the authority to execute this Agreement.

32. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

33. Tax Certification. The individual signing this Agreement for the Grantee swears or affirms, under penalty of perjury, that he or she is authorized to act on behalf of the Grantee, has authority and knowledge regarding the payment of taxes, and that the Grantee is, to the best of his or her knowledge, not in violation of any Oregon tax laws. For purposes of this certification, 'Oregon tax laws' means those programs listed in ORS 305.380(4).

Oregon Dept. of Forestry

Deschutes County

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Sufficiency Review, if needed, for grants over \$150,00

By: _____

Print: _____

Date: _____

Title: _____

Statement of Work and Budget

Deschutes County

1.0 Overall Project Administration

Deschutes County will establish and maintain records, files, and any other materials necessary to track project implementation and expenditure of project funds. Deschutes County will participate in project management conference calls, meetings, etc. as scheduled by ODF. Deschutes County will provide information requested in a timely manner for completion of regular reporting.

2.0 Project Overview

For the funded work (\$109,200):

Deschutes County will accomplish a minimum of 91 acres of fuel reduction on County owned land located in the wildland urban interface as identified in the Greater Sisters Community Wildfire Protection Plan (CWPP). Fuel reduction will consist of thinning of small juniper and juniper under the canopy of ponderosa pines, pruning of all trees, and cutting of dead and decadent brush with the objective of reducing fire behavior and flame lengths such that a wildfire will remain on the ground and out of tree canopies, consistent with the objectives of the Greater Sisters CWPP. All fuels will either be chipped or masticated.

For the match (\$55,115):

Deschutes County will accomplish 15 acres of fuel reduction on County owned land located in the wildland urban interface as identified in the Greater La Pine CWPP. Fuel reduction will consist of thinning small lodgepole pine and mowing of bitterbrush with the objective of reducing fire behavior and flame lengths such that a wildfire will remain on the ground and out of tree canopies, consistent with the objectives of the Greater La Pine CWPP. All fuels will be chipped or masticated. (\$6,525)

In addition, Deschutes County will provide funding to Firewise communities within the project area landscape for fuel reduction and defensible space activities. (\$48,590)

3.0 Tasks, Deliverables and Timeline

The work to be performed under this Agreement will begin on the effective date of the Agreement and end by **Completion Date – June 30, 2023**. Specific tasks to be completed by Deschutes County under this agreement are listed below with associated deliverables and timeline.

Winter – Spring 2022:

Implementation: finalize agreements with partners, final project layout, bidding and contract

execution. Contractors and landowners begin on the ground work.

Monitoring/planning: Central Oregon Forests Stewardship Foundation (COFSF) develops monitoring protocol and tools, works with partners to develop a timeline for photos, videos, materials. Hold quarterly partner meetings and monthly planning team meetings.

Summer- Fall 2022:

Implementation: continue fuel reduction work, some possible delays for fire season restrictions.

Monitoring/planning: execute work as agreed to and described under winter/spring

Winter 2022/3:

Implementation: mid-project check in between partners and ODF, make adjustments or amendments as needed, continue on the ground work.

Monitoring/planning: production of eNewsletters to ensure partner communication, update implementation timelines publish web content related to project, quarterly partner meetings and monthly planning team meetings, complete interim documentation.

Spring 2023:

Implementation: begin to finalize on the ground work, insuring completed work aligns with scope of work.

Prior to June 30 2023:

Implementation: Verify all work is completed and close out agreements

Monitoring/planning: finalize monitoring document and shares this with shared stewardship partners, finalize development booklet that captures the process and outcomes of the project and publish to webpage, share report and findings with ODF.

4.0 Budget

Budget Category	Grant Amount	Applicant	Partner/Match	Total Cost
Personnel Salaries / Wages				
Fringe				
Contracted Services	\$109,200		\$55,115	\$164,315
Travel				
Supplies/Materials				
Equipment				
Other				
Categories Subtotal			\$55,115	
Indirect Costs				
Grant Total	\$109,200			\$164,315

5.0 Payment Schedule

Deschutes County will invoice ODF for work performed under this Agreement no more frequently than once a month, beginning upon execution of this award subject to the terms in the contract Agreement..

Deschutes County agrees that invoices submitted for billing purposes must contain the information exhibited in the Sample Invoice contained in Exhibit B

EXHIBIT B – SAMPLE INVIOICE

Oregon Department of Forestry
 Landscape Resiliency Program
 Reimbursement Request

Invoice #: _____
 Date: _____

Grantee Organization:
 email:
 Grantee Address:
 Grantee Phone:
 Grantee Contact:

Submit via Oregon Buys Acct, and
 To: jacob.wise@odf.oregon.gov
 Cc: jeff.d.burns@odf.oregon.gov;
mary.k.schmelz@odf.oregon.gov

Grant Agreement # _____ Project Name: _____
 Billing Period From: / / To: / /

Progress Update (report on estimated progress for all Deliverables)

Deliverables from Scope of Work	Percentage Complete	Accomplished this Invoice period	Accomplished Prior to Invoice Period	Total Accomplished To-Date
Examples:				
#1: 20 acres of Fuels Reduction	80%	16	0	16
#2: 1 mile of Fireline brushing	100%	0.75	0.25	1
#3: 100 Landowner Outreach	25%	0	25	25

Detail of Claim:				Match (if any)	
Cost Category	Previous Invoices	Current Billing	Expenditures To Date	Leverage and In-kind	Cash
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Other					
Invoice Total					

Narrative justification by line item: totals should match claim above.

EXHIBIT B – SAMPLE INVIOICE

Directions	Provide brief summary of costs invoiced for each item below. If none, add n/a.
Personnel & Fringe	
Travel	
Equipment	
Supplies	
Contractual	
Other	



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 28, 2022

SUBJECT: Consideration of County Administrator signature of Document number 2022-101, accepting OHA grant.

RECOMMENDED MOTION:

Move approval of Document #2022-101.

BACKGROUND AND POLICY IMPLICATIONS:

Peer Delivered Services (RFP 5252) is an array of community-based services and supports provided by peers (Peer Wellness Specialists and Peer Support Specialists). These services are provided to individuals or family members with similar lived experiences and are designed to support the needs of individuals and families. This scope of work has expanded to the provision of Peer Delivered Services to Veterans. Such activities may include: facilitation of support and education groups, outreach, and community education.

The need for services and the desire to continue with a Veteran’s Behavioral Health Peer Support Specialist is strong. The pilot project, scheduled to end in June 2022, confirmed that while some veterans will connect with civilian counselors, those veterans who are hardest to engage are often reluctant to work with civilians. The pilot project found in many cases these individuals only respond to outreach from the Veteran Specialist. To date in this role, on average we are supporting 12 veterans per week. We continue to develop our relationship with Veteran’s Village, offer our Veterans’ support group, provide outreach to Central Oregon Veteran’s Ranch and deliver one-on- one peer support services, especially to combat veterans. Additionally, of particular note is a desire and focus to provide services to the underserved homeless population. Our Veteran Specialist will continue to work closely with our Homeless Outreach and Coordination team, as well as our Supported Employment Specialist (SES), and our peer Certified Recovery Mentor (CRM).

Intergovernmental Agreement (IGA) #173944 provides funding to support Veteran Behavioral Health Peer Support Specialist Services for the period January 1, 2022 through December 1, 2023. Program expectations include: participation on Assertive Community Treatment (ACT) or other care teams serving Veterans, development and application of self-advocacy skills to support Veterans, and providing goal setting and development of recovery plans to support living a healthy and productive life. Programmatic reporting and financial invoicing is required.

Because of the importance of the work and value to our community, we are hoping to discuss for your consideration converting this position from limited to regular duration in a forthcoming resolution.

BUDGET IMPACTS: \$95,961.00 revenue from IGA #173944, for the period January 1, 2021 through December 1, 2023.

ATTENDANCE:

Janice Garceau, Deputy Director, Behavioral Health Division
Barrett Flesh, Program Manager

Analysis performed on a fiscal year

OHA IGA #173944

Fiscal Years 2022 - 2024, 7/1/21 - 6/30/2024

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL
Wages & Benefits	\$ -	\$ 79,550	\$ 85,119	\$ 91,077	\$ 97,452	\$ 353,197
Travel	-	-	-	-	-	-
Temp Help	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Contracted Services	-	-	-	-	-	-
Total Indirect	\$ -	\$ 7,955	\$ 8,512	\$ 9,108	\$ 9,745	\$ 35,320
Total Costs	\$ -	\$ 87,505	\$ 93,630	\$ 100,184	\$ 107,197	\$ 281,320
Grant Funds Offset		\$ 87,505	\$ 8,456			\$ 95,961
Net Cost from other sources		\$ -	\$ 85,174.35	\$ 100,184.47	\$ 107,197.39	\$ 185,358.82

Oregon Health Authority Intergovernmental Agreement #173944 provides \$95,961 from January 1, 2022 to December 1, 2023 for Peer Delivered Services for Veteran's. Funding will support one year of a Peer Support Specialist, and Health Services requests the position be converted to regular. Funding in fiscal year 2024 and outgoing years will come from Oregon Health Plan capitation payments, additional grants garnered, and/or Behavioral Health Reserve funds.

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: January 13, 2022

Department: Health Services, Behavioral Health

Contractor/Supplier/Consultant Name: Oregon Health Authority

Contractor Contact: Emily Watson **Contractor Phone #:** 503-510-9660

Type of Document: Intergovernmental Agreement #173944

Goods and/or Services: Intergovernmental Agreement #173944 provides funding to support Veteran Behavioral Health Peer Support Specialist Services for the period January 1, 2022 through December 1, 2023. Program expectations include: participation on Assertive Community (ACT) or other care teams service Veterans, development and application of self-advocacy skills to support Veteran, and providing goal setting and development of recovery plans to support living a healthy and productive life.

Programmatic reporting and financial invoices is required.

Background & History: The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power. OHA is at the forefront of lowering and containing costs, improving quality and increasing access to health care in order to improve the lifelong health of Oregonians.

OHA knows what it needs to do to improve health care: focus on health and preventive care, provide care for everyone and reduce waste in the health care system. OHA includes most of the state's health care programs, including Public Health, the Oregon Health Plan, employee benefits and public-private partnerships. This gives the state greater purchasing and market power to begin tackling issues of costs, quality, lack of preventive care, and health care access.

Peer Delivered Services (RFP 5252) is an array of community-based services and supports provided by peers (Peer Wellness Specialists and Peer Support Specialists). These services are provided to individuals or family members with similar lived experiences and are designed to support the needs individuals and families. This scope of work has expanded to the provision of Peer Delivered Services to Veterans (RFP 5252). Such activities may include, facilitation of support and education groups, outreach, and community education.

Agreement Starting Date: January 01, 2022

Ending Date: December 01, 2023

Total Payment: \$95,961.00

Insurance Certificate Received (check box)
Insurance Expiration Date: N/A County is Contractor

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: Included in current budget? Yes No

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

Is this a Grant Agreement providing revenue to the County? Yes No

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: Name:
Phone #:

Departmental Contact and Title:
Phone #:

Deputy Director Approval:

Department Director Approval:

Signature: Janice Garceau
Janice Garceau (Jan 13, 2022 10:47 PST)

Signature: Erik Kropp
Erik Kropp (Jan 14, 2022 16:54 PST)

Email: janice.garceau@deschutes.org

Email: erik.kropp@deschutes.org

Distribution of Document: Michele Carroll at Health Services.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)

Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Document Number 2022-101

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



Contract Number 173944

**STATE OF OREGON
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Contract is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

Deschutes County Health Services
Attn: Barrett Flesh
Attn: Janice Garceau
2577 NE Courtney Drive
Bend, OR 97701
Telephone: 541.322.7664
E-mail address: janicegarceau@deschutes.org
E-mail address: barret.flesh@deschutes.org

hereinafter referred to as “Contractor.”

Work to be performed under this Contract relates principally to OHA’s

Health Systems Division
500 Summer St., NE E86
Salem, OR 97301-1118
Contract Administrator: Emily E. Watson or delegate
Telephone: 503.510.9660
E-mail address: Emily.E.Watson@dhsaha.state.or.us

1. Effective Date and Duration.

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Justice or on **January 1, 2022**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **December 1, 2023**. Contract termination shall not extinguish or prejudice OHA’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents.

a. This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

There are no other contract documents unless specifically referenced and incorporated in this Contract.

b. This Contract and the documents listed in Section 2., “Contract Documents”, Subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits A, B, C, and D.

3. Consideration.

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$95,961.00**. OHA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

b. Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2., “Payment and Financial Reporting.”

c. OHA will only pay for completed Work under this Contract. For purposes of this Contract, “Work” means the tasks or services and deliverables accepted by OHA as described in Exhibit A, Part 1, “Statement of Work.”

4. Contractor or Subrecipient Determination. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

Contractor is a subrecipient Contractor is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 93.958.

5. Contractor Data and Certification.

a. Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: (____) _____ Fax: (____) _____

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)? (Check one box): YES NO

Business Designation: (Check one box):

- Professional Corporation Nonprofit Corporation Limited Partnership
- Limited Liability Company Limited Liability Partnership Sole Proprietorship
- Corporation Partnership Other

Contractor Proof of Insurance. Contractor shall provide the following information upon submission of the signed Contract. All insurance listed herein and required by Exhibit C must be in effect prior to Contract execution.

If Contractor is self-insured for any of the Insurance Requirements specified in Exhibit C of this Contract, Contractor may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit C.

Professional Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers' Compensation: Does Contractor have any subject workers, as defined in ORS 656.027? (Check one box): YES NO If YES, provide the following information:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

b. Certification. Without limiting the generality of the foregoing, by signature on this Contract, the undersigned hereby certifies under penalty of perjury that:

- (1) Contractor is in compliance with all insurance requirements in Exhibit C of this Contract, and notwithstanding any provision to the contrary, Contractor shall deliver to the OHA Contract Administrator (see page 1 of this Contract) the required Certificate(s) of Insurance within 30 days of execution of this Contract. By certifying compliance with all insurance as required by this Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain required insurance. Contractor may also be in breach of the Contract for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Contract;
- (2) Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor;
- (3) The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue (DOR). The DOR may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including: (i) garnishing the Contractor’s compensation under this Contract; or (ii) exercising a right of setoff against Contractor’s

compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the DOR collects debts;

- (4) The information shown in Section 5.a., “Contractor Information” above is Contractor’s true, accurate and correct information;
- (5) To the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (6) Contractor and Contractor’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (7) Contractor is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” currently found at: <https://www.sam.gov/portal/public/SAM/>;
- (8) Contractor is not subject to backup withholding because:
 - (a) Contractor is exempt from backup withholding;
 - (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and
- (9) Contractor Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN or SSN within 10 days.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

6. Signatures. This Contract and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed shall constitute an original.

Deschutes County
By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Health Authority
By:

Authorized Signature

Printed Name

Title

Date

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Department of Justice

Date

EXHIBIT A

**Part 1
Statement of Work**

1. Definitions

For the purposes of this Contract, capitalized words are defined as follows:

- a. **Armed Forces** means Army, Marine Corps, Navy, Air Force, Space Force, and Coast Guard.
- b. **Behavioral Health** means mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, problem gambling and gambling disorders, and mental health challenges and diagnoses as well as serious psychological distress, trauma responses, and suicidal feelings or attempts.
- c. **Care Coordination** means deliberate organizing of patient care activities and sharing information among all participants concerned with a patient’s care to facilitate appropriate delivery of effective integrated health care services.
- d. **Consumer** means the individual engaging in services with the VBHPSS.
- e. **Culturally Competent Services** means services that:
 - 1. Are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse consumer/client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their providers; and
 - 2. Do not make assumptions on the basis of an individual’s actual or perceived abilities, disabilities, or traits, whether inherent, genetic or developmental, including: race, color, spiritual beliefs, creed, age, tribal affiliation, national origin, immigration/refugee status, marital status, socio-economic status, Veteran’s status, sexual orientation, gender identity, gender expression, gender transition status, level of formal education, physical or mental disability, medical condition or any consideration recognized under federal, state, and local law.
- f. **Key Personnel** means the project team responsible for developing, leading, implementing, and reporting to Agency on all aspects related to the Program Activities.
- g. **Peer Delivered Services (PDS)** means community-based, non-clinical services and supports provided by peers and PSSs to individuals or family members with similar lived experience. These services are intended to support individuals and

families to work toward self-identified goals and to live successfully in the community.

- h. **Peer Support Specialist (PSS)** means an individual providing services to another individual who shares a similar life experience with the Peer Support Specialist ((addiction to addiction (including problem gambling) to mental health condition, family member of an individual with a mental health condition to family member of an individual with a mental health condition)) as defined in OAR 410-180-0305 (13).
- i. **Peer Wellness Specialist** means an individual who supports another individual in identifying Behavioral Health service and support needs through community outreach; assisting individuals with access to available services and resources; addressing barriers to services and providing education and information about available resources and Behavioral Health issues in order to reduce stigma and discrimination toward consumers of Behavioral Health services; and to provide direct services to assist individuals in creating and maintaining recovery, health, and wellness.¹
- j. **Supportive Services for Veteran Families (SSVF)** means a government department established by the United States Department of Veterans Affairs to rapidly re-house homeless veteran families and prevent homelessness for those at imminent risk due to a housing crisis.
- k. **Traditional Health Worker (THW)** means a community health worker, Peer Wellness Specialist, personal health navigator, PSS, or birth doula not otherwise regulated or certified by the State of Oregon.²
- l. **Veterans Affairs (VA)** means the United States Department of Veterans Affairs.
- m. **Veterans Behavioral Health Peer Support Specialist (VBHPSS)** means the Veteran Peer Support Specialist position funding through this Contract.
- n. **Veteran** means an individual who has served in the Armed Forces and/or the VA has determined to be a person qualified for VA benefits.
- o. **Veterans Justice Outreach Program (VJO)** means the United States Department of Veterans Affairs - Veterans Justice Outreach Program.
- p. **Veterans Service Officer (VSO)** means a trained and accredited individual who assists veterans and their dependents in determining eligibility for benefits and obtaining veterans benefits.

¹ See Oregon Revised Statute 414.025
² See Oregon Administrative Rule 410-180-0305

2. Services to be Provided by Contractor shall include:

a. Description of services to be provided within first six months of Contract execution.

- 1. Project Lead and/or VBHPSS Supervisor(s) shall assist and supervise the VBHPSS in meeting Consumer’s self-identified needs and goals by meeting the following program expectations through activities such as, but not limited to:**
 - i. Participation on Assertive Community (ACT) or other care teams service Veterans³.
 - ii. Development and application of self-advocacy skills to support Veteran.
 - iii. Use of a strength-based approach to support Consumer, with goal setting and development of recovery plans to support living a healthy and productive life.
 - iv. Providing emotional support and encouragement to “walk alongside” Consumer as they navigate recovery.
 - v. Model recovery, wellness, and collaborative relationships for Veteran, their service providers, and other community partners.
 - vi. Support Veteran with systems navigation, including help to identify and access supports such as Oregon Health Plan (OHP), Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDAI), local Veteran Service Officers (VSOs), vocational programs, food assistance (based on eligibility), and other VA, state, local municipal, and local community resources as appropriate.
 - vii. Help ensure, as appropriate, timely access to VA health care, community Behavioral Health, OHP services, or other appropriate health services (based on eligibility).
- 2. Contractor shall provide each participant regularly engaging with the VBHPSS, the option to complete a satisfaction survey provided by OHA within the prescribed timeframe. Regular engagement is defined as at least once per month over a period of six months.**
- 3. Contractor shall provide supervision of VBHPSS in accordance with relevant Oregon Administrative Rules, as shared by OHA in guidance documents and through technical assistance sessions.**

b. Deliverables/Quantities.

- 1. Contractor shall identify potential Veterans and ensure at least 25 Veterans will participate in Peer Delivered Services (PDS) support with the**

³ See Oregon Administrative Rule 309-019-0105

VBHPSS through regular engagement, defined as at least once per month over a period of six months.

2. Contractor shall collect and provide the following information to Oregon Health Authority:

i. Data elements as requested in the reporting template provided by Oregon Health Authority, at intervals and in a manner prescribed by Agency.

ii. Documentation showing appropriate and current credentials of VBHPSS

iii. Documentation showing VBHPSS supervisor(s) and program point of contact have successfully completed training in military culture within three months of program start date; and

iv. Documentation showing VBHPSS has received training in suicide prevention within three months of program start date or hire date.

3. Project Lead and VBHPSS will participate in kick-off, close-out and/or quarterly technical assistance sessions hosted by the Agency.

4. Contractor shall submit timely invoices in accordance with Payment and Financial Reporting listed in Part 2.

c. Specifications or Performance Standards. OHA requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

1. Contractor shall provide all personal care services as described in this Statement of Work in a trauma informed, culturally and linguistically appropriate manner in agreement with Oregon Administrative Rule 309-022-0100 (105).

2. Beginning on January 1, 2022, definitions, reporting requirements, and survey reporting requirements described in this Contract, will replace any existing data reporting or survey collection requirements previously associated with SE16A

d. Delivery Schedule.

1. Unless having received written approval from the Contract Administrator or through Contract amendment, Contractor shall deliver all services in Statement of Work by June 30, 2023.

2. Contractor shall use any remaining months under Contract to meet reporting, invoicing, or other required administrative actions.

3. Contractor shall adhere to the following delivery schedule unless otherwise requested by Contractor and approved by OHA Contract Administrator.

4. All program activities must proceed consistent with Oregon Governor’s Executive Orders specific to, but not limited to COVID-19.

Deliverable	Anticipated Due Date(s)	Responsible Party
VBHPSS credentials due to OHA	During Contract Negotiation or prior to first payment	Contractor
Submit documentation to OHA showing VBHPSS supervisor(s) and program point of contact have successfully completed training in military culture within three months of program date	March 31, 2022	Contractor
Submit documentation to OHA showing VBHPSS has received training in suicide prevention within three months of program state date or hire date	March 31, 2022	Contractor
Collect data and submit data reporting requirements to OHA at intervals and manner prescribed by OHA	Reporting periods anticipated at a frequency of approximately every six months through 6/30/23	Contractor
Contractor shall provide each participant regularly engaging with the VBHPSS the option to complete a satisfaction survey provided by Oregon Health Authority within the prescribed timeframe. Regular engagement is defined as at least once per month over a period of six months	Ongoing through 6/30/23	Contractor
Attendance at kick off/close-out and/or quarterly technical assistance sessions hosted by OHA	Anticipated to be quarterly between January 2022 and June 2023, or approximate lifecycle of contract	Contractor
Final invoice due to OHA	July 31, 2023	Contractor

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions.

a. As consideration for the services provided by Contractor during the period specified in Section 1., **Effective Date and Duration**, of this Contract, OHA will pay to Contractor, a maximum not-to-exceed amount as specified in Section 3., **Consideration** of this Contract, to be paid as follows:

Payment Number	Amount	Invoice Due	Requirements
Payment 1	\$4,798.05 (5% of not-to-exceed amount)	Paid upon receipt and approval of invoice	1) Executed contract 2) Confirmed receipt of welcome email and response to planning questions 3) Submission of VBHPSS credentials
Payment 2	\$23,990.25 (25% of not-to-exceed amount)	Paid upon receipt and approval of invoice due 7/15/22	Reporting and contract deliverables met
Payment 3	\$38,384.40 (40% of not-to-exceed amount)	Paid upon timely receipt and approval of invoice due 1/31/23	Reporting and contract deliverables met
Payment 4	28,788.30 (30% of not-to-exceed amount)	Paid upon timely receipt and approval of invoice due 7/31/23	Reporting and contract deliverables met

b. Contractor Invoice.

Contractor shall send all invoices to OHA’s Contract Administrator at the address specified on page 1 and to AMHcontract.administrator@dhsoha.state.or.us. Contractor's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

2. Travel and Other Expenses.

Outside of line-items in the Price Proposal submitted in response to RFP 5252, OHA will not reimburse Contractor for any travel or additional expenses under this Contract.

EXHIBIT A

**Part 3
Special Provisions**

1. Confidentiality of Information.

a. Client Information:

1. All information as to personal facts and circumstances obtained by the Contractor on the client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
2. The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
3. If Contractor, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Contract, Contractor shall comply, and ensure that all of Contractor’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
 - a. With respect to SSA records:
 1. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 2. Adhere to the same security requirements as employees of OHA;
 3. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within OHA’s agreement with SSA;
 4. Provide its employees and agents the same security awareness training as OHA’s employees; and
 5. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
 - b. With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
 1. Contractor and its officers, directors and employees with access to, or who use FTI provided by OHA must meet the

background check requirements defined in IRS Publication 1075;

- 2. Any FTI made available to Contractor shall be used only for the purpose of carrying out the provisions of this Contract. Contractor shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited;
- 3. Contractor shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
- 4. No work involving FTI furnished under this Contract shall be subcontracted without prior written approval of the IRS;
- 5. Maintain a list of employees who are authorized access to FTI. Such list will be provided to OHA and, upon request, to the IRS reviewing office; and
- 6. Include the provisions of this Section 1.a.(3)(b) in any subcontract.

- c. Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Contract.
- d. Contractor may be subject to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).

- 4. Except as prohibited by Section 1.a.(3) above, OHA, Contractor and any subcontractor shall share information as necessary to effectively serve OHA clients.

b. Non-Client Information:

- 1. Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Contract, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Contract that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

2. Confidential Non-Client Information shall be deemed not to include information that:
- a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Contract;
 - c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Contract;
 - d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - e) Is disclosed with the written consent of the originating Party; or
 - f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
3. Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Contract or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of OHA, Contractor shall return or destroy all copies of Confidential Information, and Contractor shall certify in writing the return or destruction of all Confidential Information.
 - d. "Client" means any individual, family or provider:

- 1) For whom OHA must provide Services and incidental or specialized Goods, in any combination thereof (“Services and Incidental Supplies”), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
- 2) Who in fact receives and utilizes services provided by OHA primarily for that individual's or family's benefit;
- 3) Who is under the custody, care, or both of OHA; or
- 4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

2. Amendments.

- a. Subject to Section 2.c. below, OHA reserves the right to amend or extend the Contract under the following general circumstances:
 - 1) OHA may extend the Contract for additional periods of time up to a total Contract period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA’s satisfaction with performance of the work or services provided by the Contractor under this Contract.
 - 2) OHA may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. In addition, OHA may periodically amend any payment rates throughout the life of the Contract to meet current market conditions.
- b. OHA further reserves the right to amend the Statement of Work based on the original scope of work of RFA # **5252** for the following:
 - 1) Programmatic changes, additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
 - 2) Implement additional phases of the Work; or
 - 3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules, which, in part or in combination, govern the provision of services provided under this Contract.
- c. Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply

with Exhibit B, “Standard Terms and Conditions”, Section 24. “Amendments; Waiver; Consent.” of this Contract.

3. Contractor Requirements to Report Abuse of Certain Classes of Persons.

a. Contractor shall comply with, and cause its employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse including but not limited to abuse of the following classes of persons in Oregon:

- 1) Children (ORS 419B.005 through 419B.045);
- 2) Elderly Persons (ORS 124.055 through 124.065);
- 3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
- 4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).

b. In addition to the requirements of Section 3.a. above, if law enforcement is notified regarding a report of child abuse, Contractor shall also notify the local Child Protective Services Office of the Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, the Contractor shall also notify the local Aging and People with Disabilities Office of the Department of Human Services within 24 hours.

c. If known, the abuse report should contain the following:

- 1) The name and address of the abused person and any people responsible for that person’s care;
- 2) The abused person’s age;
- 3) The nature and the extent of the abuse, including any evidence of previous abuse;
- 4) The explanation given for the abuse;
- 5) The date of the incident; and
- 6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

Contractor shall verify that each of Contractor’s employees, volunteers, and subcontractors, as a condition of working with the persons engaging in the services provided under this Contract, and as a condition of working with OHA-referred clients or having access to OHA clients, client information, or client funds, has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of each such person. For purposes of this paragraph, “substantial relation” means the crime for which the person has been convicted of involves conduct by the person that relates to functions the person may perform for Contractor or places the person in a position to gain access to a client or a client’s personal information so as to place the person in a position to cause harm to a client.

For example, a person who is convicted of fraud may not be permitted to work in a position that directs, controls or disburses moneys for this Contract or has access to client finances or financial information. Anyone convicted of any of the aforementioned crimes or who is listed as a sex offender shall not be allowed to work with clients referred by OHA under this Contract.

- a. Contractor shall establish verification by:
 - 1) Having Contractor’s employee, volunteer, or subcontractor, apply for and receive a fingerprint-based national criminal records check from a local Oregon State Police (OSP) office, which will be shared with Contractor; OR
 - 2) Utilizing a fingerprint-based background check approval, provided within the last two years, by a federal or State of Oregon agency to demonstrate the Contractor’s employee, volunteer, or subcontractor’s fitness to provide services under this Contract; OR
 - 3) Utilizing a third-party vendor accredited by the Professional Background Screeners Association (PBSA). The third-party vendor must provide a national criminal records check that includes review of criminal history from each state the individual has lived, studied or worked in and the National Sex Offender Public Website (NSOPW).
- b. The following requirements apply to all background checks performed regardless of method (Section a.(1)-(3) above) used:
 - 1) Background checks must be completed prior to performing services under this Contract, upon a promotion or a significant change in work duties, or if there is a reasonable basis to believe a new background check may be needed. Examples include, but are not limited to:
 - a) Any indication of possible criminal or abusive behavior by an employee, volunteer or subcontractor;
 - b) A lapse in working or volunteering in a position under the direction and control of Contractor, but the individual is still considered in the position. For example, an extended period of leave by the individual due to sabbatical or military deployment.
 - c) Discovery of incorrect processes or insufficient documentation for a previously conducted background check.
 - d) Federal or state regulations require a new background check.
 - e) The Contractor determines the need for a background check.
 - 2) Background checks must be completed whenever there is a break in employment, volunteering, or subcontracting greater than 30 days. For example, an individual is laid off or quits due to the school year starting but returns to working or volunteering for the employer the following semester or summer.
 - 3) Existing employees, volunteers, and subcontractors are not required to have a new background check conducted at the time of Contract extension by amendment, unless required by Section b.(1) above.
 - 4) Contractor shall require each of its employees, volunteers, and subcontractors receiving background checks to report to the Contractor

any and all new arrests, convictions, or investigations for any child protective service or adult protective service case within 5 business days after the new arrest, conviction or investigation took place.

- a) Within five days of such notification, the Contractor is required to report to OHA the employee, volunteer, or subcontractor’s new history.
- b) OHA may request a new background check to reevaluate the ongoing fitness of the employee, volunteer, or subcontractor.

5) Contractor shall ensure all background checks and documentation are placed in the employee, volunteer, or subcontractor’s personnel file

5. **Equal Access to Services.** Contractor shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

6. **Media Disclosure.** The Contractor will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the OHA office that referred the child or family. The Contractor will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the Contractor with an appropriate follow-up response for the media.

7. **Nondiscrimination.**

- a. The Contractor must provide services to OHA clients without regard to race, 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.
- b. As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor’s compliance with this Section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles OHA to terminate this Contract for cause.
- c. Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

EXHIBIT B

Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction. 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. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Contract.

2. Compliance with Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. OHA's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. This Section shall survive expiration or termination of this Contract.

3. Independent Contractor.

- a.** Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b.** If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. If compensation under this Contract is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
- c.** Contractor is responsible for all federal and state taxes applicable to compensation paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OHA will not withhold from such compensation any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Contractor under this Contract, except as a self-employed individual.

- d. Contractor shall perform all Work as an Independent Contractor, as defined in ORS 670.600. OHA reserves the right (i) to determine and modify the delivery schedule for the Work, and (ii) to evaluate the quality of the Work Product, however, OHA may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

4. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to OHA that:

1. Contractor has the power and authority to enter into and perform this Contract;
2. The obligations set forth in this Contract, when executed and delivered, shall be valid and binding obligations of the Contractor enforceable in accordance with its terms;
3. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
4. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
5. Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

6. Funds Available and Authorized; Payments.

- a. Contractor shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon or the federal government. OHA certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within OHA's current biennial appropriation or limitation. Contractor understands and agrees that OHA's payment for Work performed is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- b. **Payment Method.** Payments under this Contract will be made by Electronic Funds Transfer (EFT). Upon request, Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Contractor shall maintain at its own expense a single financial

institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Contract. Contractor shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Contract until receipt of the correct EFT designation and payment information from the Contractor.

7. **Recovery of Overpayments.** IF BILLINGS UNDER THIS CONTRACT, OR UNDER ANY OTHER CONTRACT BETWEEN CONTRACTOR AND OHA, RESULT IN PAYMENTS TO CONTRACTOR TO WHICH CONTRACTOR IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO CONTRACTOR, MAY WITHHOLD FROM PAYMENTS DUE TO CONTRACTOR SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT, UNLESS CONTRACTOR PROVIDES A WRITTEN OBJECTION WITHIN 14 CALENDAR DAYS FROM THE DATE OF THE NOTICE. ABSENT TIMELY WRITTEN OBJECTION, CONTRACTOR HEREBY REASSIGNS TO OHA ANY RIGHT CONTRACTOR MAY HAVE TO RECEIVE SUCH PAYMENTS. IF CONTRACTOR PROVIDES A TIMELY WRITTEN OBJECTION TO OHA’S WITHHOLDING OF SUCH PAYMENTS, THE PARTIES AGREE TO CONFER IN GOOD FAITH REGARDING THE NATURE AND AMOUNT OF THE OVERPAYMENT IN DISPUTE AND THE MANNER IN WHICH THE OVERPAYMENT IS TO BE REPAID. OHA RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT AND AT LAW OR IN EQUITY INCLUDING OHA’S RIGHT TO SETOFF.

8. **Ownership of Work Product.**

a. **Definitions.** As used in this Section 8, and elsewhere in this Contract, the following terms have the meanings set forth below:

- 1. “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Work.
- 2. “Third Party Intellectual Property” means any intellectual property owned by parties other than OHA or Contractor.
- 3. “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to OHA pursuant to the Work.

b. **Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of OHA. OHA and Contractor agree that all Work Product is “work made for hire”

of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” Contractor hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OHA. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- c. In the event that Work Product is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property or a compilation that includes Contractor Intellectual Property, Contractor hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Contractor shall secure on OHA's behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA’s behalf.

9. Indemnity.

- a. CONTRACTOR SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.
- b. **INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 9.a. ABOVE, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD OHA, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS,

EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO OHA BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR OHA'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT THE STATE OF OREGON SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CONTRACT.

10. Default; Remedies; Termination.

- a. **Default by Contractor.** Contractor shall be in default under this Contract if:
 - 1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - 2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
 - 3. Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice; or
 - 4. Contractor failed to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Contract or fails to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract.

- b. **OHA's Remedies for Contractor's Default.** In the event Contractor is in default under Section 10.a. above, OHA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:
 - 1. termination of this Contract under Section 10.e.(2) below;
 - 2. withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

- 3. initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- 4. exercise of its right of recovery of overpayments under Section 7., “Recovery of Overpayment”, of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Section 10.a. above, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10.e.(1) below.

- c. **Default by OHA.** OHA shall be in default under this Contract if OHA commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- d. **Contractor’s Remedies for OHA’s Default.** In the event OHA terminates the Contract under Section 10.e.(1) below, or in the event OHA is in default under Section 10.c. above, and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10.e.(3) below, Contractor's sole monetary remedy shall be: (i) with respect to Work compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by OHA, less previous amounts paid and any claim(s) that OHA has against Contractor. In no event shall OHA be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.d., Contractor shall immediately pay any excess to OHA upon written demand. If Contractor does not immediately pay the excess, OHA may recover the overpayments in accordance with Section 7., “Recovery of Overpayments”, and may pursue any other remedy that may be available to it.
- e. **Termination.**
 - 1. **OHA’s Right to Terminate at its Discretion.** At its sole discretion, OHA may terminate this Contract:
 - a. For its convenience upon 30 days’ prior written notice by OHA to Contractor;
 - b. Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products;
 - c. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA’s purchase of the Work or Work Products under this

Contract is prohibited, or OHA is prohibited from paying for such Work or Work Products from the planned funding source; or

d. Immediately upon written notice to Contractor if there is a threat to the health, safety, or welfare of any OHA client or recipient of services under this Contract, including any Medicaid Eligible Individual, under its care.

2. OHA’s Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, OHA may terminate this Contract immediately upon written notice to Contractor, or at such later date as OHA may establish in such notice, if Contractor is in default under Section 10.a. above.

3. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days written notice to OHA, or at such later date as Contractor may establish in such notice, if OHA is in default under Section 10.c. above, and OHA fails to cure such default within 30 calendar days after OHA receives Contractor's notice or such longer period as Contractor may specify in such notice.

4. Mutual Termination. The Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

5. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to OHA all of OHA’s property that is in the possession or under the control of Contractor at that time. This Section 10.e.(5) survives the expiration or termination of this Contract.

6. Effect of Termination: Upon receiving a notice of termination of this Contract, or upon issuing a notice of termination to OHA, Contractor shall immediately cease all activities under this Contract, unless in a notice issued by OHA, OHA expressly directs otherwise.

11. **Stop-Work Order.** OHA may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part of the work required by this Contract for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10., “Default; Remedies; Termination.”

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Contractor, make an adjustment in the time required to complete this Contract and the Contract price by a duly executed amendment.

12. **Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9., “INDEMNITY”, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.
13. **Insurance.** Contractor shall maintain insurance as set forth in Exhibit C, attached hereto.
14. **Records Maintenance, Access.** Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as “Records.” Contractor acknowledges and agrees that OHA, the Secretary of State's Office, and the federal government, and their duly authorized representatives shall have access to all Records to perform examinations and audits, and to make excerpts and transcripts. Contractor shall retain and keep accessible all Records for the longest of:
 - a. Six years following final payment and termination of this Contract;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.
15. **Information Privacy/Security/Access.** If the Work performed under this Contract requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Contractor shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
16. **Force Majeure.** No party is responsible for delay or default caused by an event beyond its reasonable control. OHA may terminate this Contract, without liability to Contractor, upon written notice after reasonably determining the delay or default reasonably prevents performance of this Contract.
17. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

- 18. **Subcontracts; Assignment; Successors.** Contractor shall not assign, transfer, or subcontract rights or responsibilities under this Contract, in whole or in part, without the prior written approval of OHA. This Contract’s provisions are binding upon and inure to the benefit of the parties to this Contract and their respective successors and assigns.
- 19. **No Third Party Beneficiaries.** OHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. This Section shall survive expiration or termination of this Contract.
- 20. **Severability.** The parties agree that 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 the Contract did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Contract.
- 21. **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 by personal delivery, fax, or mailing the same, postage prepaid to Contractor or OHA at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by fax shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by fax must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Contract.

- 22. **Headings.** The headings and captions to sections of this Contract have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.
- 23. **Merger Clause.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, regarding this Contract not specified herein.

- 24. Amendments; Waiver; Consent.** OHA may amend this Contract to the extent provided herein, the solicitation document, if any from which this Contract arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Contract shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Contract.
- 25. Contractor's Failure to Perform.** Contractor's failure to perform the statement of work specified in this Contract, or to meet the performance standards established in this Contract, may result in consequences that include, but are not limited to:
- a. Reducing or withholding payment under this Contract;
 - b. Requiring Contractor to perform at Contractor's expense additional work necessary to perform the statement of work or meet performance standards; or
 - c. Declaring a default of this Contract and pursuing any available remedies for default, including termination of the Contract as permitted in Section 10., "Default; Remedies; Termination", of this Contract.

EXHIBIT C

Insurance Requirements

INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor’s expense the insurance specified in this Exhibit prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from 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 Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Continuous Claims Made Coverage as stated below.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors 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, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, 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 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 Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in

all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Contractor under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** Contractor shall comply and require all subcontractors to 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.**
- a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
 - b. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than \$750,000 in a fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor 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 the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors 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. **Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 10. **Medicaid Services. Reserved**
- 11. **Agency-based Voter Registration.** If applicable, Contractor 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.
- 12. **Disclosure. Reserved**
- 13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 14. **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 Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 28, 2022

SUBJECT: Consideration of Board approval and Chair signature of Document #2022-166, Oregon Health Authority agreement #155921-4.

RECOMMENDED MOTION:

Move approval and Chair signature of Document #2022-166, Oregon Health Authority agreement # IGA #155921-4.

BACKGROUND AND POLICY IMPLICATIONS:

Intergovernmental Agreement #155921, with the Oregon Health Authority (OHA) provides funding to support HIV early intervention and outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown, but are at significant risk of HIV acquisition. The term of the agreement is January 1, 2018 to December 31, 2022.

Each year, OHA has amended the agreement to provide funding for the next budget year. This Amendment, #4, increases funding by \$431,784, to a new not-to-exceed maximum of \$1,768,754. The amendment also includes language updating the service period, payment, and financial reporting to reflect the new budget year of January 1, 2022 to December 31, 2022.

BUDGET IMPACTS:

\$431,784

ATTENDANCE:

Rita Bacho, Public Health Program Manager
Kathy Christensen, Public Health Supervisor

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: IGA #155921-4 _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Deschutes County Oregon _____ by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



Agreement Number 155921

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **04** to Agreement Number **155921** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Deschutes County
2577 NE Courtney Drive
Bend, OR 97701
Attention: Kathy Christensen
Phone: 541-322-7407
Email: kathy.christensen@deschutes.org

hereinafter referred to as “County.”

1. By authority of ORS 291.049 and OAR 137-045-0090, upon approval by the Oregon Department of Justice, this Amendment 4 will be effective on **January 1, 2022**, once signed by both parties.
2. The Agreement is hereby amended as follows:
 - a. **Section 3. “Consideration”** to increase the maximum not-to-exceed amount from “**\$1,336,970**” to “**\$1,768,754**”
 - b. As of January 1, 2022, **Exhibit A, Part 1 “Statement of Work”** is changed to reflect the Services to be provided between January 1, 2022 through December 31, 2022, as described in *Attachment 1*, attached hereto and incorporated herein.
 - c. As of January 1, 2022, **Exhibit A, Part 2 “Payment and Financial Reporting”** is changed to reflect the new budget for January 1, 2022 through December 31, 2022, as described in *Attachment 2*, attached hereto and incorporated herein.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement

4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:

a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;

d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;

g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

(3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

4. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Deschutes County Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: Kathy.christensen@deschutes.org; michele.carroll@deschutes.org

Telephone: 541-323-7500 Facsimile: 541-323-7565

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self Insured

Policy #: N/A Expiration Date: N/A

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Deschutes County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by Mark Williams, Attorney in Charge on 02/08/2021.

EXHIBT A

Part 1 Statement of Work

1. Purpose:

The purpose of this Agreement is to provide HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown but are at significant risk of HIV acquisition. County shall perform services under the Health Resources and Services Administration (HRSA)-approved Service Categories of Early Intervention Services and Outreach Services. Ryan White Part B program funds will be used to support County’s HIV Early Intervention and Targeted Outreach Services over the next five years. These funds have been allocated on a time-limited basis to support the establishment and/or enhancement of existing intervention and outreach services to people living with and at risk for HIV in communities that could most benefit. For the purpose of this Agreement, the continuum of these services (Early Intervention Services and Outreach Services) will be referred to as EISO Services.

Definitions:

- **Early Intervention Services**, as defined by HRSA/Ryan White Program Guidance, must contain the following four elements: (1) HIV testing; (2) referral services; (3) health literacy/education; and (4) access and linkage to care.
- **Field-based services:** HIV/STD testing and other complementary services (such as provision of STD treatment) conducted outside a local public health clinic setting, in environments frequented by target populations and other persons of interest. This may include provision of services at an individual's place of residence.
- **HRSA is the United States Health Services & Resources Administration**, which funds the Ryan White CARE Act.
- **Not-in-Care** refers to a person living with HIV who has never been linked to HIV medical care or was previously in HIV medical care but has not attended an HIV medical care appointment in a specified period of time (out of care).
- **Outreach Services**, as defined by HRSA/Ryan White Program Guidance, “are aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.
- **PLWH** means people living with the human immunodeficiency virus.
- **Program Income** means gross income earned by the County and its subcontractors that is directly generated by activities funded in this contract.

- **Pre-exposure prophylaxis (or PrEP)** is an HIV prevention approach in which people at very high risk for HIV take HIV medicines daily to lower their chances of getting infected. PrEP can stop HIV from taking hold and spreading throughout the body. It is highly effective for preventing HIV if used as prescribed, but it is much less effective when not taken consistently. (Source: <https://www.cdc.gov/hiv/basics/prep.html>)
- **STI** means Sexually Transmitted Infections.

HRSA/Ryan White Program funds are intended to supplement, not supplant, existing services intended to achieve the same outcomes and must be provided in coordination with local prevention efforts. This Agreement supports Oregon’s End HIV Oregon goals of testing, prevention, and treatment. (See <https://www.endhivoregon.org/>)

This Agreement will provide funding for County’s EISO services outlined in the Statement of Work for a maximum of five years. Services provided must align with Oregon’s Integrated HIV Prevention and Care Plan, 2017-2021. This Agreement is not renewable after the maximum five- year period.

2. Required County Services: County shall provide the following services.

2.1 Outreach Services

2.1.1 Purpose:

The purpose of Outreach Services is to identify individuals who:

- Do not know their HIV status and refer them to services to help them learn their status
- Know their HIV-positive status and are not in care and help them connect to HIV care and services

2.1.2 Eligibility:

To qualify, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection

2.1.3 Activities:

Activities outlined below must be:

- Planned in coordination with local HIV prevention outreach programs to avoid duplication of effort
- Targeted to communities or local establishments that are frequented by members of any populations at disproportionate risk for HIV infection (no broad-scope awareness activities)

2.1.3.1 Outreach Activities: In general, outreach activities are client engagement strategies delivered in community-based settings outside of local public health clinic

environments. Specific activities to be defined by County, as described in initial proposal and addenda.

2.1.3.2 Follow up on PLWH with a new early syphilis or gonorrhea diagnosis and their contacts: County will interview all known PLWH with a new early syphilis and/or gonorrhea diagnosis to elicit sexual (and needle sharing) contact information and offer partner notification services. All contacts will be offered needed services, including HIV and STI testing. During the process of offering partner services, County will also offer PLWH assessment, health literacy/education, referrals, and linkage to care services, as appropriate, and as described in EIS, Section 2.2 below.

2.1.3.3 Not-in-Care (Reconnecting previously diagnosed, but out of care): County will deliver EISO Services (as described below, in Sections 2.2) through the remainder of the project period to clients who were previously diagnosed HIV positive, but have fallen out of care (e.g., referred by OHA Surveillance through Not-in-Care efforts, ADAP terminations, or other means).

2.1.3.4 Referral to Early Intervention Services, HIV Testing Services, and Partner Services, as appropriate: County shall ensure that the following groups of individuals receive needed services, to include HIV testing, EIS, and/or partner services. (Partner Services includes interviews for sex and needle sharing partners, offers to conduct partner notification, and provision of HIV and STI testing to all contacts):

2.1.3.4.1 Individuals of unknown HIV status with a new early syphilis and/or rectal gonorrhea diagnosis

2.1.3.4.2 Individuals with a new HIV or STI diagnosis identified through EISO Services activities.

2.2 HIV Early Intervention Services

2.2.1 Purpose

The purpose of HIV Early Intervention Services is to identify people living with HIV, refer them to services, link them to care and provide health education and literacy training to assist with navigating HIV care and support services

2.2.2 Eligibility

2.2.2.1 To qualify for HIV Testing, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection

2.2.2.2 To qualify for additional services under EIS, individuals must have a documented positive HIV status and self-attest to Oregon residence.

2.2.3 Activities

2.2.3.1 HIV Testing: County shall provide HIV Testing to individuals at elevated risk, as described below. Individuals who test positive for HIV will be offered all of the EISO Services described in 2.2.3.2 through 2.2.3.5; contacts who test negative will be educated about PrEP, and as appropriate, referred into PrEP navigation and other prevention services.

2.2.3.1.1 Outreach testing: County will offer outreach testing for HIV and STIs to populations at risk, with a focus on unmet local needs, underserved populations, and populations disproportionately impacted by HIV/STI. Outreach testing may be delivered in a variety of ways, depending on local needs, but should meet the following HRSA guidelines: “targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior and conducted at times and in places where there is a high probability that individuals with HIV will be reached.”

2.2.3.1.2 HIV testing of individuals with a new early syphilis or rectal Neisseria gonorrhoea diagnosis.

2.2.3.2 Initial contact & enrollment in EISO Services: County shall initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. County will enroll clients and/or document reasons for non-enrollment.

2.2.3.3 Assessment and referral: County shall assess client needs related to sexual health, STI testing, HIV prevention, service needs, and basic life challenges that may interfere with participation in services (e.g., housing, food, alcohol & drug use). County will refer and connect client to services that will facilitate linkage to HIV case management, CAREAssist, medical care, and other services such as syringe exchange, transportation, STI testing, etc.

2.2.3.4 Health literacy/education: County shall provide needed education to clients in relevant areas, such as navigating HIV services, including eligibility and application and identifying appropriate providers; HIV/STI prevention; harm reduction; basic HIV medical information; and importance of medical care, adherence to antiretroviral therapy, and viral suppression.

2.2.3.5 Linkage to care: County will ensure linkage to and engagement with HIV medical care, with a goal of linking HIV+ individuals to care within 30 days of initial referral. Depending on client needs and local systems, County may refer HIV+ individuals into existing case management services via active referral OR may play a more active role in ensuring linkage to HIV medical care (e.g., driving the HIV+ individual to first appointment).

2.3 Support of General End HIV Oregon Activities

County and any sub-contractor of County under this Agreement must promote and actively participate in the Oregon Health Authority End HIV Oregon initiative. Required activities include:

- (1) Displaying the End HIV Oregon logo and website link on sub-recipient and sub-contractor websites;
- (2) Providing sub-recipient and sub-contractor logo for inclusion on the End HIV Oregon website; and
- (3) Ensuring that any promotional materials developed related to services funded by this Agreement includes information about the End HIV Oregon initiative, including the logo and website address.

3. Deliverables and Description of Outcomes

3.1 Initial Enrollment Data: The following HRSA-required data elements must be collected for all clients receiving services: HIV status and Residency. For purposes of this requirement, client self-reported residency documentation is permissible.

3.2 Early Intervention & Outreach Services/Orpheus-Based Service Measures. County shall enter the following data elements into Orpheus on an ongoing basis in the EISO interface. A definition/data dictionary to assist in correct and consistent reporting will be provided by OHA. County shall run reports on the schedule delineated in 3.8 Delivery Schedule section below:

3.2.1 HIV Clients/HIV Positive Status

- HIV case interviewed
- EISO enrolled
- Contacts named and tested for HIV
- EISO services provided:
 - Referred to care
 - Other STI Testing

3.2.2 Syphilis or Gonorrhea Clients, HIV Status Unknown

- Syphilis or gonorrhea case interviewed
- Contacts named and tested for HIV
- Case enrolled in EISO
- EISO services provided:
 - Referred to care
 - HIV Testing
 - Other STI Testing

3.2.3 Early Intervention & Outreach Services/Orpheus-Based Outcome Measures. OHA HIV Surveillance will run ongoing reports from the Oregon Public Health Epidemiology User System (ORPHEUS) indicating number of HIV+ EISO Services clients who have received CD4 and viral load testing to measure EISO Services client linkage to care. Reports will be made available to County quarterly for quality improvement purposes and to assist with case closure

3.3 Early Intervention & Outreach Services/HIV Testing Measures

3.3.1 County shall record all HIV tests conducted as part of EISO Services on an OHA-provided HIV Test Form. All data elements from the OHA HIV Test Form shall be entered into an OHA-approved HIV Testing Database or provided to OHA via another OHA-approved method on a quarterly basis.

3.4 Early Intervention & Outreach Services Graduation Measures

3.4.1 A client shall be considered graduated from EISO services using the following criteria:

- HIV+ Clients – Newly Diagnosed or Out of Care: Documentation of EISO services offered and provided.
- Other HIV+ Clients with a new Syphilis or Gonorrhea Diagnosis: Documentation of EISO services offered and provided; documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the new STD diagnosis.

- HIV Status Unknown Syphilis or Rectal Gonorrhea Clients: Documentation of EISO services offered and provided; documentation of an HIV negative test within 30-days (plus or minus) of the syphilis or rectal gonorrhea report date.
- Contacts to the above clients: Documentation of EISO services offered and provided; documentation of HIV status of contact. HIV status is defined as either documentation of an HIV negative test within 30-days (plus or minus) of the initiation of the contact investigation or documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the contact investigation.

3.4.2 A client may be enrolled again in EISO if they present with a subsequent STI diagnosis, are a contact to a new EISO case, or have been determined to be out of HIV care by OHA HIV Surveillance.

3.5 County Meetings and Learning Community: County shall participate in all required meetings set by OHA, by having at least one key County staff member attend each meeting. These meetings shall include documentation of attendance and participation at the following meetings:

- Monthly EISO check-in calls or meetings with the OHA-designated contact.
- Quarterly case review conferencing meetings held via remote technology. Presentation of an EISO Services case on a regular basis, schedule to be determined by EISO Services learning community, counties and OHA.
- Annual contractor meetings, schedule and location(s) **to be determined.**
- Attendance by one or more sub-recipient/sub-contractor representative(s) in the HIV/VH/STI Integrated Planning Group. Meetings are held three times annually. While official membership in IPG is not required, however attendance by a representative of the contractor is expected at each meeting.
- Attendance at one additional conference by at least 2 staff from lead agencies and at least 1 staff from sub-contracted LPHA’s, tribal governments, and community-based organizations. Possible conferences include Meaningful Care Conference in 2022.

3.6 Quality Improvement, Contract Monitoring, and Evaluation: County will submit all required reports on templates provided by OHA on the schedule delineated below in Section 3.7 Deliverables and Reporting Schedule.

3.7 Other Locally-Defined Activities: County will update annually the following items based on the County Project Implementation Plan: a

work plan and strategy map, memoranda of understanding or similar documents outlining their relationship with HIV case management provider(s) in their area and description of referral and information sharing processes, as well as a completed outbreak response preparedness checklist (template to be provided by OHA). EISO Updates will be due on 3/31 annually, per the Delivery Schedule provided in Section **3.8** below.

3.8 Deliverables and Reporting Schedule.

County shall submit the following deliverables to the OHA Agreement Administrator on a quarterly basis, according to the following schedules. All deliverables are subject to OHA review and approval.

Schedule for the period January 1, 2022 through December 31, 2022

Quarter:	Delivery Due by:	Required Deliverable or Report:
--	3/31 of each year	Updated work plan, and strategy map, Memoranda of understanding or similar document outlining HIV contractor’s relationship with case management provider(s) in their area and description of referral and information sharing processes. Outbreak response preparedness checklist (template to be provided by OHA) If applicable, a copy of any new or revised agreements with subcontractors.
1	4/30 of each year	EISO Services Data Report QA, testing data entered into OHA-approved database or equivalent
2	7/31 of each year	EISO Mid-Year Progress Report, EISO Services Data Report QA, testing data entered into OHA-approved database or equivalent
3	10/31 of each year	EISO Services Data Report QA, testing data entered into OHA-approved database or equivalent
4	1/31 of each year	EISO Grant Close Out Report, EISO Services Data Report QA, testing data OHA-approved database or equivalent

4. Billing for Services; OHA Pre-approval Requirement

If County intends to seek reimbursement for services funded under this Agreement from another payer, County must receive pre-approval from OHA. County shall:

- Return income generated by services funded by this Agreement to the County EISO program
- Utilize income generated by services funded by this Agreement in accordance with the services described in Section 2 Required County Services; and
- Document and report the income generated by services funded by this Agreement to OHA on a semi-annual basis.

5. Disallowed Activities and Services:

Funds and program income generated by services performed under the Agreement shall not be used for the activities and services listed below:

- Direct payment of cash to service recipients. This includes general-use gift cards and other cash incentives;
- Broad-scope awareness activities about HIV services meant to target the general public;
- Purchase of vehicles without prior authorization from the contract monitor or delegate, identified herein;
- Maintenance of privately-owned vehicle: No use of Ryan White funds for direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees (Note: This restriction does not apply to vehicles operated by organizations for program purposes);
- Employment and employment-readiness services;
- Lobbying activities, to include attempts to influence members of Congress and other Federal personnel;
- Programs or materials designed to promote or directly encourage intravenous drug use or sexual activity;
- Clothing;
- Funeral, burial, cremation or related expenses;
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied);
- Household appliances;

- Pet foods or other non-essential products;
- Off-premise social/recreational activities or payments for a client's gym membership;
- Purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
- Pre-exposure prophylaxis medications;
- Sterile needles or syringes for the hypodermic injection of any illegal drug; and
- STD testing and treatment.

County shall ensure the appropriate use of funds provided under this Agreement and compliance with the above requirements as follows:

- County's internal policies and procedures, memorandums of understanding, subcontracts and agreements shall document that the activities listed in Section 5. above are disallowed and prohibited under this Agreement; and
- County shall allow OHA to review County's subcontracts, work plans, budgets, and policy, financial and procedural documents.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Payment Provisions.

- a.** County may only invoice for expenditures that occurred during the budget period from which funds are being requested. Funds do not carry forward from prior budget periods to the current budget period.
- b.** County shall send monthly invoices to OHA’s Agreement Administrator at the address specified on Page 1, or to any other address as OHA may indicate in writing to County. County’s claims to OHA for overdue payments on invoices are subject to ORS 293.462.

Monthly invoices are to include expenditures for each of the main budget categories – Staffing (by name, including salary and fringe benefits for each staff member charging time to this Agreement), Travel, Supplies, Other, Subcontracts, Equipment & Indirect Costs.

Invoices are due 45 days after the calendar month end. Subsequent invoices for the same service period(s) may be submitted to capture late transactions.

The OHA Agreement Administrator must be notified 15 days in advance if County is unable to meet invoice due dates and provide detailed explanation and how this will be remedied.

- c.** Final invoices for each budget period are due on the following schedule:

Year 4 Service Dates 01/01/21 – 12/31/21	02/28/22
Year 5 Service Dates - End of Contract 01/01/22 – 12/31/22	03/17/23

Note: This Agreement/Contract expires on December 31, 2022 and is one-time only funding. County shall ensure plans are in place to address loss of funding after expiration of this Agreement.

- d.** OHA will reimburse County for expenses incurred in performing the Services as described in Exhibit A, Part 1, Statement of Work consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the total budget amount for the subject period are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but County shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the total budget amount for the subject period between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

Budget amendments may not be requested after July 31 of each year.

2. Annual Budget.

Approved Budgets for expenditures for January 1, 2022 through December 31, 2022 set forth below:

Description of Services		Annual Budget	
Personnel		# months	Amount
EISO Coordinator - 1.0 FTE	12	\$	79,732
Public Health Nurse II - 1.60 FTE across 2 positions	12	\$	112,266
Data Analyst - 1.0 FTE	12	\$	75,935
Nurse Practitioner - 0.20 FTE	12	\$	19,042
Health Services Supervisor - 0.20 FTE	12	\$	21,941
Subtotal - Personnel		\$	308,916
Fringe Benefits @ 56.38%		\$	174,167
Total Staffing		\$	483,083
Travel^{Note 1}			
Travel Allowance for TBD conferences & trainings Preapproval to use travel allowance is required		\$	3,700
Total Travel		\$	3,700
Supplies			
Medical Supplies	12	\$	1,000
Office Supplies	12	\$	600
Outreach Supplies	12	\$	2,000
Signage & Marketing Materials	12	\$	700
Training Materials & Supplies	12	\$	500
Workstation supplies for vacant positions including computer peripherals		\$	1,200
Total Supplies		\$	6,000
Consultants			
Out Central Oregon		\$	5,000

Total Consultants		\$	5,000
Other			
Cell Phones (3)	12	\$	960
Client Transportation Assistance	12	\$	200
Total Other		\$	1,160
Subcontracts			
HIV Alliance		\$	6,097
Total Subcontracts		\$	6,097
Administrative Costs			
Subtotal Direct Costs		\$	505,040
Administrative Costs @ 10%		\$	50,504
Less 2022 Budget Reduction ^{Note2}		\$	(123,760)
Total		\$	431,784

Note 1: All travel and lodging must be at or below GSA rates <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Note 2: Authorized budget for 2022 is \$431,784. Reduction may be taken from any budget category as needed

3. Travel and Other Expenses.

OHA will only reimburse County for travel or additional expenses under this Agreement as included in the OHA-approved budget.

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: February 3, 2022

Department: Health Services, Public Health Division

Contractor/Supplier/Consultant Name: Oregon Health Authority

Contractor Contact: Mark Bustamante, Office of Contracts & Procurements

Type of Document: Amendment #4 to Intergovernmental Agreement #155921

Goods and/or Services: Agreement #155921 provides funding to support HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown, but are significant risk of HIV acquisition. The term of the agreement is January 1, 2018 to December 31, 2022.

Each year, OHA has amended the agreement to provide funding for the next budget year. This Amendment, #4, amends the maximum compensation by \$431,784 to \$1,768,754, and also includes language updating the work period, payment, and financial reporting to reflect the new budget year of January 1, 2022 to December 31, 2022.

Background & History: The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power; the Intergovernmental Agreement (#155921) outlines the services and financing for 2018 through 2022. This grant has an associated set of program assurances that are the service and quality performance expectations connected with the delivery of the various components of the program itself.

The purpose of this agreement is to provide HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown but are at significant risk of HIV acquisition. These funds support the establishment and/or enhancement of existing intervention and outreach services to people with and at risk for HIV in communities that could most benefit.

Deschutes County Health Services submits monthly invoices to OHA that includes expenditures for staffing, travel, supplies, subcontracts, equipment and indirect costs.

Agreement Start Date: January 1, 2018 **End Date:** December 31, 2022

Annual Value or Total Payment: Increased by \$431,784

Insurance Certificate Received (check box)
Insurance Expiration Date: County is Contractor

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

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

Is this a Grant Agreement providing revenue to the County? Yes No

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: Name:

Phone #:

Contact:

Deputy Director Approval:

Department Director Approval:

Signature: nahad.sadr-azodi
nahad.sadr-azodi (Feb 8, 2022 17:56 PST)

Email: nahad.sadr-azodi@deschutes.org

Title: Director of PH

Company: DCHS

Signature: Erik Kropp
Erik Kropp (Feb 9, 2022 08:26 PST)

Email: erik.kropp@deschutes.org

Title: Interim Health Services Director

Company: Deschutes County

Distribution of Document: Michele Carroll, Health Services Department

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)

Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2022- 166



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 28, 2022

SUBJECT: Consideration of Board approval and Board signature of Document #2022-209, Amendment #2 to the 2021 PacificSource Coordinated Care Organization contract.

RECOMMENDED MOTION:

Move approval and Board signature of Document #2022-209, Amendment #2 to the 2021 PacificSource Coordinated Care Organization contract.

BACKGROUND AND POLICY IMPLICATIONS:

PacificSource Community Solutions, Inc. (PSCS) contracts with Deschutes County Health Services, as a Community Mental Health Program (CMHP), to provide treatment to Oregon Health Plan (OHP) members for mental health, mental illness, addiction disorders and substance use disorders. Deschutes County Health Services is paid on a monthly capitation basis. PacificSource withholds 8% of the Fee for Service portion of the contract as an incentive payment for meeting performance measures.

This Amendment 2 increases the overall revenue from the Coordinated Care Organization (CCO) contract for County Mental Health Program (CMHP) services by roughly 5%. Specifically, it represents a 1.9% increase in the Capitation and Program Allocation per member per month (PMPM) amounts, increasing projected annual capitation revenue by approximately \$213,000. In addition, the amendment adds a \$0.70 PMPM earmarked for Stabilization Center services generating an estimated \$504,000 annually, bringing the total increase in the contract to approximately \$717,000. The estimated calendar year total for this contract is revised to \$14,575,849.

The amendment also reflects hospital capitation withhold and provider withhold metrics developed in coordination with regional health partners and the CMHPs and carried forward from calendar year 2021 with minor adjustments in targets to account for pandemic impacts. All other terms remain consistent with the 2021 contract year.

BUDGET IMPACTS:

The impact of amendment 2 is an increase in revenue of approximately \$717,000.

ATTENDANCE:

Janice Garceau, Deputy Director
Cheryl Smallman, Business Officer

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: February 16, 2022

Department: Health Services, Behavioral Health

Contractor/Supplier/Consultant Name: PacificSource Community Solutions, Inc.

Contractor Contact: Peter McGarry

Contractor Phone #: 503-341-9016

Type of Document: Amendment 2 to the PacificSource Community Solutions' Participating Provider Agreement, Doc # 2021-323

Goods and/or Services: This Amendment 2 increases the overall revenue from the Coordinated Care Organization (CCO) contract for County Mental Health Program (CMHP) services by roughly 5%. Specifically, it represents a 1.9% increase in the Capitation and Program Allocation per member per month (PMPM) amounts, increasing projected annual capitation revenue by approximately \$213,000. In addition, the amendment adds a \$0.70 PMPM earmarked for Stabilization Center services generating an estimated \$504,000 annually, bringing the total increase in the contract to approximately \$717,000. The estimated calendar year total for this contract is revised to \$14,575,849.

The amendment also reflects hospital capitation withhold and provider withhold metrics developed in coordination with regional health partners and the CMHPs and carried forward from calendar year 2021 with minor adjustments in targets to account for pandemic impacts. All other terms remain consistent with the 2021 contract year.

Background & History: PSCS delivers healthcare solutions to businesses and individuals throughout the Northwest and is an independent, wholly-owned subsidiary of PacificSource Health Plans, a non-profit community health plan. PSCS has been providing Medicaid plans to Oregonians since 1995 and currently offers Oregon Health Plans (OHP) coverage to individuals who need help through the PacificSource Coordinated Care Organization (CCO).

Deschutes County Health Services has a primary responsibility to help address the basic health and wellness of Deschutes County residents. The department offers services at more than forty (40) locations in Deschutes County including public schools; health clinics in Bend, La Pine, Redmond and Sisters; five (5) school-based health clinics; agencies such as the KIDS Center and the State of Oregon Department of Human Services; area hospitals; care facilities and homes.

PacificSource Community Solutions, Inc. (PSCS) contracts with Deschutes County Health Services, as a Community Mental Health Program (CMHP), to provide treatment to Oregon Health Plan (OHP) members for mental health, mental illness, addiction disorders and substance use disorders. Deschutes County Health Services is paid on a monthly capitation basis. PacificSource withholds 8% of the Fee for Service portion of the contract as an incentive payment for meeting performance measures.

Starting Date: April 1, 2022

Ending Date: Auto Renew

Annual Value or Total Payment: PacificSource will reimburse Deschutes County Health Services on a fee-for-service and capitation basis (as applicable). The estimated calendar year total is revised to \$14,575,849.

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No)

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

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: Name:
Phone #:

Departmental Contact and Title:
Phone #:

Deputy Director Approval:

Signature: Janice Garceau
Janice Garceau (Feb 18, 2022 08:22 PST)

Email: janice.garceau@deschutes.org

Title: Behavioral Health Director

Company: Deschutes County Health Services

Department Director Approval:

Signature: Erik Kropp
Erik Kropp (Feb 19, 2022 11:35 PST)

Email: erik.kropp@deschutes.org

Title: Interim Health Services Director

Company: Deschutes County

Distribution of Document: Michele Carroll, Deschutes County Health Services

Signature:

Email: michele.carroll@deschutes.org

Title:

Company:

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)

Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2022-209

**2022 AMENDMENT
to the
PARTICIPATING PROVIDER AGREEMENT**

Effective April 1, 2022 the Participating Provider Agreement (the “Agreement”) between PacificSource Community Solutions (“Health Plan”) and Central Oregon Community Mental Health Programs (“Provider”) is amended to include the following:

1. New Attachments G and H.

Except for the changes described herein, the Participating Provider Agreement, and all other Exhibits, remain unchanged.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

PACIFICSOURCE COMMUNITY SOLUTIONS

DESCHUTES COUNTY HEALTH SERVICES

By: _____
PETER MCGARRY

By: _____
PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

PHIL CHANG, COMMISSIONER

Title: VP PROVIDER NETWORK

Title: BOARD OF DESCHUTES COUNTY COMMISSIONERS

Date: _____

Date: _____

Address: PO Box 7469
Bend, OR 97701

Address: 2577 NE Courtney Drive
Bend, OR 97701

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

By: _____

Name: WAYNE FORDING

Name: KELLY SIMMELINK

Title: COMMISSIONER

Title: COMMISSIONER

Date: _____

Date: _____

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: MAE HUSTON

Title: COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By: _____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By: _____

Name: SETH CRAWFORD

Title: COUNTY JUDGE

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By: _____

Name: JERRY BRUMMER

Title: COUNTY COMMISSIONER

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By: _____

Name: BRIAN BARNEY

Title: COUNTY COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By: _____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

ATTACHMENT G

RISK MODEL

1.0 RISK MODEL

The 2022 Risk model agreed upon by Health Plan and Central Oregon Community Mental Health Programs (“Provider(s)” or (“CMHP(s)”) shall contain the following:

- (A) A construct involving two (2) main Coordinated Care Organization (CCO) territories (Central Oregon CCO and Columbia Gorge CCO) and settlements within each CCO for OHP Members, as well as the potential for settlement impacts for CMHPs should CMHPs provide services to OHP Members from the Lane, Marion/Polk or Portland area CCOs. In the Central Oregon CCO, the single community budget settlement shall be for those OHP Members who are assigned to primary care providers of SCMG, Mosaic Medical and COIPA. In the Central Oregon CCO, there are some OHP Members who are assigned to primary care providers other than SCMG, Mosaic Medical and COIPA, for whom there is no settlement as of the Effective Date of this amendment.
- (B) A Hospital Capitation Payment to St. Charles Health System (SCHS) for certain hospital services in the Central Oregon CCO as a component of the single community budget settlement, and for which there is a Hospital Capitation Withhold (HCW) which shall be settled for SCMG, Mosaic Medical, COIPA, SCHS and the CMHPs in Central Oregon and distributed independently of any single community Health Care Budget (HCB) settlement determining a surplus or deficit.
- (C) Capitated payment for primary care providers of SCMG, Mosaic Medical and COIPA for certain primary care services provided to any assigned OHP Members from any CCO, for which there will be no withhold and no independent settlement.
- (D) Fee-for-service payment for all other professional services provided by SCMG, Mosaic Medical and COIPA for any CCO members not designated as capitated primary care services per (D) above.
- (E) Capitated and fee-for-service payment to the CMHPs for services provided as detailed in Attachment H. Fee-for-service payments shall have a Claims Risk Withhold.
- (F) Patient-Centered Primary Care Home (PCPCH) and Behavioral Health Integration (BHI) per member per month payments for which primary care providers can qualify.

- (G) Payment allocations for (B), (C), (D), (E), and (F) above, and a single community settlement for all overall health care expenses, as compared to a single community HCB to determine Claims Risk Withhold and Surplus returns for SCMG, Mosaic Medical, COIPA, other providers, hospital providers, Community Mental Health Programs (CMHPs) and Health Plan.
- (H) A single-community risk model which features Revenue and Expenses for physical health, behavioral health/Chemical Dependency (CD), Alcohol/Drug – Residential, and Behavioral Health – Residential services under OHP, paid by the state of Oregon to Health Plan as a global capitation payment, and not otherwise designated as revenue contingent on innovation grants, and the exclusion of Revenue and Expenses in the following OHP categories:
 - “Dental Care” premium allocation and expenses.
 - “Non-Emergent Medical Transportation” premium allocation and expenses.
 - Payments to Central Oregon Health Council (COHC), taxes, adjustments and premium transfers.

If there are significant fluctuations (+/-10%) in the revenue allocations/adjustments for Dental, NEMT, or taxes/adjustments/premium transfers, Health Plan will discuss such fluctuations with CMHPs as soon as possible to gain a mutual understanding of the fluctuation, and whether it was due to membership fluctuation by benefit category, or some other cause.

- (I) Contract terms that are consistent with the Joint Management Agreement (JMA) and JMA budget signed between Health Plan and the COHC which specifies the rules, duties, obligation, limitations on Health Plan margin, “Health Services” allocations, and other obligations and expenses for Health Plan as a CCO for Central Oregon.
- (J) Utilization and Process Metrics which specify the return of any HCW, and metrics which specify the return of part of the Surplus and Claims Risk Withhold which may result from health care costs measured against a single community HCB.

2.0 CAPITATION

2.1 Hospital Capitation Rate (HCR) paid to SCHS: The HCR shall be \$107.50 per member, per month (PMPM), which has been calculated for the membership in the month of November 2020, and will fluctuate with membership fluctuations in each Rate Category, consistent with the revenue components listed in Section 1,H above. The HCR and the resulting Hospital Capitation Payment to SCHS may vary as Estimated Earned Net Premium Revenue payments from the state of Oregon to Health Plan increase or decrease, and is a weighted average of the following Central Oregon CCO membership in various benefit categories (which will change each month with membership) and PMPM Capitation Rates specific to each Rate Category as indicated below:

Rate Category	PMPM Capitation Rate	Nov. 2020 Membership
Aid to Blind/Disabled & OAA with Medicare	\$20.12	3,474
Aid to Blind/Disabled & OAA w/o Medicare	\$389.97	2,132
CAF Children	\$27.66	820
ACA Ages 19-44	\$94.35	15,411
ACA Ages 45-54	\$186.29	4,089
ACA Ages 55-64	\$209.14	4,183
PLM, TANF and CHIP Children age < 1	\$425.93	1,217
PLM, TANF and CHIP Children age 1-5	\$26.36	6,333
PLM, TANF and CHIP Children age 6-18	\$27.11	14,990
PLM Adults (includes pregnancy)	\$654.94	420
TANF (Adults only)	\$170.58	5,042
BCCP	\$433.42	18

Weighted Average	\$107.50
Total Average Membership, Central Oregon CCO	58,128

2.2 Hospital Capitation Withhold (HCW): The Hospital Capitation Payment will have a twelve percent (12%) Hospital Capitation Withhold.

2.3 Hospital Capitation Services: The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via the Hospital Capitation Payment paid to SCHS for services provided at St. Charles Medical Center – Bend, St. Charles Medical Center – Redmond, St. Charles Medical Center – Prineville, and St. Charles Medical Center – Madras:

- Hospital Inpatient Services, including swing beds and rehabilitation.
- Hospital Outpatient Services, including therapies.
- Home Health/Hospice Services billed by St. Charles Medical Center or its owned entities.

In the event of a significant shift in central Oregon community patterns-of-care that increase or decrease by more than five percent (5%) inpatient care, outpatient surgery, outpatient care, or the proportion of hospital care provided by out-of-area providers for any twelve-month period compared to a prior twelve-month period, the HCR may, upon mutual agreement by SCMG, Mosaic Medical, SCHS, COIPA, CMHPs and Health Plan, be adjusted by Health Plan to account for such shifts in community patterns-of-care.

Rate Category	PCP Adjustment Factor
Aid to Blind/Disabled & OAA with Medicare	0.3475
Aid to Blind/Disabled & OAA without Medicare	2.2243
CAF Children	1.0280
ACA Ages 19-44	0.9551
ACA Ages 45-54	1.4266
ACA Ages 55-64	1.4900
PLM, TANF and CHIP Children age < 1	1.5641
PLM, TANF and CHIP Children age 1-5	0.9435
PLM, TANF and CHIP Children age 6-18	0.6882
Poverty Level Medical Adults (includes pregnancy)	0.9551
TANF (Adults only)	0.9551
BCCP	0.9551

Primary care providers shall submit a claim to Health Plan for every service provided, including capitated primary care services.

2.6 Covered Services Paid By Primary Care Capitation Rate

This Primary Care Capitation Rate, multiplied by the PCP Adjustment Factors, will be considered payment in full for the following CPT code services which are provided by primary care providers for their assigned OHP Members:

Services	CPT Codes
Office Visits	99201-99205, 99211-99215, 99241-99245
Home Services	99341-99345, 99347-99350
Other Office Services	92551, 92552, 93000, 93005, 93010, 93790, 95115-95134, 99000-99002, 99050, 99051, 99053, 99056, 99058, 99070, 99080, 99366-99368, 99429, 99441-99443
Minor Surgical Services	10060, 10061, 10080, 10120, 10140, 10160, 11720, 11721, 11740, 16000, 16020, 17110, 17111, 20550, 20600, 20605, 20610, 30300, 36415, 45300, 45303, 46600, 46604, 51701, 54050, 54055, 54056, 56501, 65205, 65220, 69200, 69210

3.0 COMPENSATION – ALL OTHER PROFESSIONAL SERVICES

For non-capitated primary care services and all specialty/ancillary services provided to OHP Members irrespective of primary care provider assignment, SCMG, Mosaic Medical and COIPA shall be compensated based on Resource Based Relative Value Scale (“RBRVS”) conversion factors or a percentage of the current OHP fee schedule. Payment will be less an established Claims Risk Withhold. On an annual basis, this Claims Risk Withhold will be returned in whole, in part, or not returned, based upon (a) the comparison of paid and incurred claims expenses and other costs, to an established single community HCB in Sections 7.5 and 7.6 of this Exhibit B as well as the performance of quality metrics in Section 7.6, or (b) per the contract of the OHP Member’s primary care provider, if other than SCMG, Mosaic Medical or COIPA.

3.1 CCO Fee For Service

SERVICE/PROCEDURE	MAXIMUM ALLOWABLE	Risk Withhold
Services listed in the CMS Physicians Fee Schedule: OHA GPCI Adjusted RVUs for services listed in the July 2019 Medicare Physician Fee Schedule	\$39.98 conversion factor ^{1, 2, 3}	8%
Labor and Delivery: CPT Codes 59400-59622	\$60.82 conversion factor ^{1, 2, 3}	8%
Laboratory: Services classified by CMS using OHP Medical-Dental Fee Schedule	100% of OHP Allowable ^{1, 3}	8%
Anesthesia: Services classified in the American Society of Anesthesiologists Relative Value Guide	\$36.91 per unit ASA Conversion Factor ⁴	8%
Durable Medical Equipment, Prosthetics, Orthotics and Supplies: Services listed in the OHP Medical-Dental Fee Schedule	100% of OHP Allowable ^{1, 3}	8%
Injectables, Vaccines, Immunizations: Services listed in the OHP Medical-Dental Fee Schedule	108% of OHP Allowable ^{1, 3}	8%
Services and procedures without an OHP Allowable	30% of Billed Charges	8%

Note: Payment will be based upon the lesser of the billed amount or Health Plan negotiated rates in effect at the time the service or supplies are rendered or provided as specified above.

1. Updates to the schedules noted above shall be updated in accordance to OHP.
2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.
3. Health Plan will reimburse based on the rates published as of the date of adjudication
4. ASA Basic Unit Value and annual updates as defined by the American Society of Anesthesiologists Relative Value Guide. Time units shall be based on fifteen (15) minute increments.

3.2 Patient Centered Primary Care Home (PCPCH) Program and Behavioral Health Integration

Primary care providers shall be able to opt into Health Plan’s Base or Program Participation PCPCH Program.

4.0 ALTERNATIVE PAYMENT MODELS

4.1 Pediatric Hospitalist Program.

SCHS shall be paid one dollar and twenty-five cents (\$1.25) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic Medical and COIPA’s primary care providers in Central Oregon, to support a Pediatric Hospitalist Program (the “Program”). This amount will be an expense against the single community HCB, and with payment by Health Plan for any OHP Members assigned to other primary care providers in Central Oregon, to support the costs of the Program. Program revenue and costs, including FTE costs, will be reported showing any deficit/surplus. SCHS will provide, no less than quarterly, the accounting for the Program revenue and costs as described above to Health Plan.

4.2 Provider Incentives for Enhanced Access, Quality Improvement and PCPCH Certification

SCMG, Mosaic Medical and COIPA shall be paid three dollars and thirty cents (\$3.30) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic Medical and COIPA. This amount will be an expense against the single community HCB.

4.3 Deschutes Stabilization Center

Deschutes County shall be paid seventy cents (\$0.70) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic Medical, and COIPA primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense toward the single community HCB.

5.0 PREMIUM ALLOCATION.

Health Plan and CMHPs have established the following allocation of premium in order to implement the compensation and risk incentive structure:

5.1 Definitions. Estimated Earned Net Premium Revenue. Estimated Earned Net Premium Revenue shall consist of those global capitation payments (including adjustments and reconciliations with the state of Oregon) received by Health Plan from the State of Oregon for OHP Members assigned to SCMG, Mosaic Medical and COIPA’s primary care providers in the Central Oregon CCO for health services under OHP, less premium allocations and/or payments for services in Section 1,H, which include: Dental Care premium allocation paid to DCOs, Non-Emergent Medical Transportation premium allocation paid to NEMT vendors, payments to COHC per the agreement with the COHC, taxes, adjustments, premium transfers, innovation grant revenue, OHA-required Hepatitis C reconciliations with OHA as necessary, and any portion of QIM bonus or QIM withhold retained per agreement with the COHC.

5.2 Allocation of Estimated Earned Net Premium Revenue.

After the application of any QDP/GME/MCO/Provider taxes, ACA taxes, OHA-required qualified directed pass-through payments, Health Plan Income Taxes for Medicaid, a payment to fund the COHC in the amount of one percent (1%) of gross premium (not counting pass-through funds), premium transfers for Dual Eligible Medicare premium and excluding: Dental Care premium allocation paid to DCOs, Non-Emergent Medical Transportation premium allocation paid to NEMT vendors, innovation grant revenue, OHA-required Hepatitis C reconciliation adjustments with the OHA/state of Oregon as necessary, and QIM withhold retained per agreement with the COHC, the remaining Estimated Earned Net Premium Revenue will be allocated as follows:

- 5.2.1 Administration. Eight and seventy hundredths percent (8.70%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to Health Plan for administration.
- 5.2.2 Amounts Allocated to the single community HCB. Ninety-one and thirty hundredths percent (91.30%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to the single community HCB.

6.0 ALLOCATIONS AND DISBURSEMENT

6.1 Computation of Budget Expenses.

For all OHP Members assigned to primary care providers of SCMG, Mosaic Medical and COIPA, all claims expenses (including Claims Risk Withhold), PMPM fees (including credentialing and any CPC+ expenses), reinsurance/stop loss premium expenses (less recoveries), Pharmacy Expenses (less rebates), Hospital Capitation Payments (including HCW), PCP Capitation Expense, subrogation adjustments, premium/MCO taxes, coinsurance expenses, out-of-area expenses, ancillary expenses, behavioral health/Chemical Dependency (CD) expenses paid to CMHPs, SCHS and other panel providers, Alcohol/Drug Residential expenses, Behavioral Health – Residential expenses, Health Services and other expenses iterated in the Joint Management Agreement (JMA) and JMA budget between Health Plan and the COHC shall be charged to the single community HCB based on the day services were actually rendered with the exception of Late Claims, as defined in Section 6.2 below, which shall be charged to the next year’s applicable budget.

6.2 Disposition of Late Claims.

Late Claims are those claims received, processed, and paid later than four months (120 days) after the close of the contract period. Late Claims will be attributed to the next year's applicable budget.

7.0 SETTLEMENT PARAMETERS.

7.1 Settlement Parameters for OHP Members

The following settlement parameters for this Section 7 pertain for OHP Members assigned to SCMG, Mosaic Medical and COIPA’s primary care providers. It shall not include the experience of OHP Members assigned to primary care providers of entities other than SCMG, Mosaic Medical and COIPA. CMHPs understand and agree to be subject to the settlement terms of non-provider agreements when CMHPs provide services for OHP Members assigned to non-SCMG, non-Mosaic Medical and non-COIPA entities.

7.2 Time Period.

Annual Claims Risk Withhold and HCW settlement reports will occur for the 2022 calendar year four months (120 days) after the close of the contract period ending December 31st. Any charges/credits to the applicable budgets that have occurred since the settlement of the previous contract period are accounted for in the settlement of the current period.

7.3 Claims Risk Withhold Settlement Summary.

Health Plan shall be responsible for computing, documenting, and reporting annual Claims Risk Withhold settlement summary. This report shall be submitted approximately five months (151 days) after year-end. In the event of a dispute regarding the accuracy and completeness of the data reported by Health Plan, Health Plan agrees to an audit of the data by an independent third party mutually agreed upon between Health Plan and CMHPs, which shall be at the sole cost and expense of CMHPs.

7.4 Settlement Sequence – First Settlement (Hospital Capitation Withhold)

There will be two (2) independent settlements. The first settlement will be the settlement of the HCW for OHP Members assigned to primary care providers of SCMG, Mosaic Medical and COIPA.

7.4.1 Allocation. The HCW of twelve percent (12%) of the Hospital Capitation Payment as allocated for the members assigned to primary care providers of SCMG, Mosaic Medical and COIPA will be held by Health Plan until the time of settlement of the single community HCB. This HCW as allocated for the OHP Members assigned to SCMG, Mosaic Medical and COIPA can be earned by the following parties in the following approximate proportions, with the SCMG, Mosaic Medical and COIPA shares adjusted for actual OHP Members assigned to their primary care providers for 2022:

- **SCMG** **12.25% of HCW**
- **Mosaic Medical** **16.00% of HCW**
- **COIPA** **20.75% of HCW**
- **SCHS** **49.00% of HCW**
- **CMHPs** **2.00% of HCW**

7.4.2 HCW settlement for CMHPs. HCW for OHP Members assigned to primary care providers of SCMG, Mosaic Medical and COIPA will be awarded upon the meeting of performance goals in utilization and process areas as follows and as updated for automatic changes in calendar years or Oregon Health Authority benchmark changes, or as changed via amendment:

**2022 CENTRAL OREGON CCO ST CHARLES HOSPITAL PERFORMANCE MEASURES
FOR HOSPITAL CAPITATION WITHHOLD RETURN**

1. Follow-Up After Hospitalization for Mental Illness within 7 days (2022 OHA Aligned Measure #39)	
Weighting	20%
Performance Monitoring	PacificSource reporting using PacificSource administrative claims data
Final Result ¹	PacificSource data, administrative claims only
Target	Greater than or equal to (>=) 88.1%
Population	Central Oregon CCO Members
Measure Specification	OHA Current Specification: Follow-Up after Hospitalization for Mental Illness
Denominator	Per OHA Current Specification. Deviation from Specification: Discharges from Sage View only are included in the Denominator.
Numerator	Per OHA Current Specification
2. Prenatal & Postpartum Care - Postpartum Care (2022 OHA Aligned Measure #14)	
Weighting	20%
Performance Monitoring	PacificSource reporting using PacificSource administrative claims data
Final Result ¹	OHA Central OR CCO 2022 Final Hybrid QIM Results
Target	OHA Central OR CCO 2022 QIM Measure Target
Population	Central Oregon CCO Members
Measure Specification	OHA (QIM) Current Specification: Prenatal and Postpartum Care
Denominator	Per OHA (QIM) Current Specification
Numerator	Per OHA (QIM) Current Specification
3. Follow-up After ED Visit for Mental Illness within 30 days (2022 OHA Aligned Measure #40)	
Weighting	20%
Performance Monitoring	PacificSource reporting using PacificSource administrative claims data
Final Result ¹	PacificSource data, administrative claims only
Target	Greater than or equal to (>=) 69.5%
Population	Central Oregon CCO Members
Measure Specification	HEDIS Current Specification: Follow-Up After Emergency Department Visit for Mental Illness
Denominator	Per HEDIS Current Specification
Numerator	Per HEDIS Current Specification

4. Follow-up After ED Visit for Alcohol or Other Drug Abuse or Dependence within 30 days (2022 OHA Aligned Measure #41)	
Weighting	20%
Performance Monitoring	PacificSource reporting using PacificSource administrative claims data
Final Result ¹	PacificSource data, administrative claims only
Target	Greater than or equal to (>=) 31.3%
Population	Central Oregon CCO Members
Measure Specification	HEDIS Current Specification: Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence
Denominator	Per HEDIS Current Specification
Numerator	Per HEDIS Current Specification
5. Standardized Healthcare-Associated Infection Ratio (2022 OHA Aligned Measure #47)	
Weighting	<i>Clostridium difficile</i> (C. Diff) intestinal infections – 6% Central Line-Associated Bloodstream Infections (CLABSI) – 4% Catheter-associated Urinary Tract Infections (CAUTI) – 6% Methicillin-resistant <i>Staphylococcus Aureus</i> (MRSA) blood infections – 4%
Performance Monitoring	St Charles Hospital
Final Result ²	St Charles Hospital ² <i>*Final result is subject to review and audit by PacificSource</i>
Target	Final rate is not statistically significantly worse than the expected rate. Each rate is measured and scored separately.
Population	All St Charles Hospital hospitalizations (entire St Charles Hospital population regardless of location)
Measure Specification	N/A – Measure Steward: NHSN, NCQA
Denominator	As per NHSN Specification for hospitals
Numerator	As per NHSN Specification for hospitals
<p>¹Final contract performance results will be available after final QIM results are delivered from OHA and will be included in the final reconciliation risk reports.</p> <p>²St Charles Hospital must provide final results for all four (4) Standardized Healthcare-Associated Infection Ratio (SIR) measures by 11:59 PST on March 31, 2023 to be eligible for payout. Performance reporting for each of the four (4) SIR measures must include:</p> <ul style="list-style-type: none"> • Standardized Infection Ratio (SIR) • Count of Observed Infections • Expected (Predicted) Infections • 95% Confidence Interval for SIR (low and high) <p>Final results must be sent via email to the following recipients: RiskReportAnalytics@pacificsource.com Beth.Quinlan@pacificsource.com Peter.McGarry@pacificsource.com</p>	

Health Plan and CMHPs acknowledge that the COVID-19 pandemic in 2022 may have an impact on the achievability of these metrics, and that Health Plan, SCMG, Mosaic Medical, SCHS, COIPA and CMHPs may meet to discuss appropriate and mutually agreeable adjustments from time to time as a result. Any modifications made shall be consistent with known state or federal rules, requirements and guidance.

7.4.3 HCW for SCHS. HCW return for SCHS, per Section 7.4.1 above, shall be determined based on the terms in the agreement between Health Plan and SCHS.

7.4.4 Overage Settlement. In addition to the HCW settlement in Section 7.4.1, there shall be a second settlement intended to share any overage of any Hospital Capitation Payment to SCHS beyond the fee-for-service equivalent of 100% of OHP Allowable Amounts (consistent with all OHA/state of Oregon rules/calculations of DRG inclusion/exclusions and other terms used to calculate revenue paid to Health Plan as CCO). The report to be used as a basis for this calculation is Health Plan’s Central Oregon CCO “St. Charles OHP Hospital Capitation Report” (see attached example, concluding this amendment).

Health Plan will calculate: (A) The amount of payment which would have been received by SCHS based on its Hospital Capitation Payment, less HCW, plus its full portion/49% share of HCW calculated as if full performance metrics in Section 7.4.2 are achieved, even if they are not.

Health Plan will calculate: (B) The amount of payment SCHS would have received in lieu of Hospital Capitation Payment, had it been paid 100% of OHP Allowable Amounts (consistent with all OHA/state of Oregon rules/calculations of DRG inclusion/exclusions and other terms used to calculate revenue paid to Health Plan as CCO).

If A is greater than B, Health Plan will calculate this differential and distribute it in the following manner, with the Provider and COIPA shares adjusted for actual OHP Members assigned to primary care providers between the two (2) entities for 2021:

- **SCMG** **12.25% of HCW**
- **Mosaic Medical** **16.00 % of HCW**
- **COIPA** **20.75% of HCW**
- **SCHS** **49.00% of HCW**
- **CMHPs** **2.00% of HCW**

If B is greater than A, there will be no additional overage calculation or settlement impact on the HCW settlement.

If there is insufficient amounts in the settlement calculation in Section 7.4.1 to cover the amounts owed by SCHS to other entities in Section 7.4.4., it is understood that SCHS will make such payment to other entities directly.

7.4.5 Unearned HCW

Any HCW not paid shall be considered Unearned HCW. Unearned HCW shall be allocated in the following manner:

- 1st Used to offset any Deficits for the single community HCB settlement, after the application of Claims Risk Withhold.
- 2nd Any remaining Unearned HCW will contribute to Health Plan margin, consistent with limitations in the Joint Management Agreement (JMA) between Health Plan and the COHC.
- 3rd Any remaining Unearned HCW will be treated as shared savings under the terms of the JMA.

7.5 Settlement Sequence – Second Settlement (Health Care Budget, (HCB))

After completion of the HCW settlement, the single community HCB shall be settled.

7.5.1 The single community HCB is established for the following health care expenses for those OHP Members assigned to primary care providers of SCMG, Mosaic Medical and COIPA: Hospital Capitation Payments (including HCW) consistent with Section 2, PCP Capitation payments consistent with Section 2, claims expenses for professional services including those established by the reimbursement terms in Section 3 (including Claims Risk Withhold), Pharmacy expenses (less rebates), out-of-area expenses, and other provider PMPM fees per Sections 4, or other PMPM expenses, ancillary services, reinsurance premium (less recovery amounts), premium/MCO taxes, coinsurance expense, subrogation adjustments, behavioral health/Chemical Dependency (CD) expenses paid to CMHPs, SCHS and other panel providers, Alcohol/Drug – Residential expenses, Behavioral Health-residential expenses, and Health Services and other expenses iterated in the JMA and JMA budget between Health Plan and COHC.

7.6 Budget Surplus or Deficit.

For the contract period for the experience of OHP Members assigned to SCMG, Mosaic Medical and COIPA, the single community HCB will be compared to actual expenses incurred per Section 7.5 to determine whether a Surplus or Deficit exists.

7.6.1 Surplus. If the total value of total covered claims and expenses, including HCW and Claims Risk Withhold, is less than the HCB, a Surplus exists. Surplus will be limited to seventy percent (70%) of the Surplus amount, with any increase beyond this amount contingent on a review of the one percent (1%) of gross premium allocated to COHC for community reinvestment. In the event of a Surplus, Claims Risk Withhold and Surplus share amounts will be returned/paid based on the below contingencies by approximately August 30 following the contract year. Any unknown final OHA determinations of QIM revenue or any OHA decisions on any revenue reductions will be applied and adjusted for the following contract year. Surplus amounts may be offset against amounts owed to Health Plan, if amounts owed are not otherwise paid to Health Plan. Surplus payment amounts are additionally determined according to the following:

Surplus and Claims Risk Withhold Contingent on Quality. Fifty percent (50%) of the Surplus from the single community HCB will be contingent on quality performance. Twenty-five percent (25%) of any accumulated Claims Risk Withhold return will be contingent on quality performance.

Approximately twelve and six-tenths percent (12.6%) of the Surplus will be earnable by SCMG, eighteen percent (18%) of the Surplus will be earnable by Mosaic Medical, twenty-four and a four-tenths percent (24.4%) of the Surplus will be earnable by COIPA, forty percent (40%) of the Surplus will be earnable by SCHS, and five percent (5%) of the Surplus will be earnable by the CMHPs and allocated proportionate to CMHP-represented county populations of OHP Members. SCMG, Mosaic Medical and COIPA shares shall be adjusted for actual OHP Members assigned to primary care providers between the two (2) entities for 2022. Fifty percent (50%) of the Surplus and twenty-five percent (25%) of the Claims Risk Withhold are paid contingent on the performance of the below metrics, the majority of which are established and measured by the state of Oregon for the entire Central Oregon CCO, which are based on the final target setting for the Central Oregon CCO by OHA, and will be awarded based on such state of Oregon measurement and state of Oregon final payment. Any other metric not established by the state of Oregon is an alternative metric and indicated with a (*), and is designed and measured by Health Plan. The following metrics will be used:

2022 CENTRAL OREGON CCO PROVIDER PERFORMANCE MEASURES FOR SURPLUS RETURN

1. Child Well-Care Visits (Age 3-6) (2022 OHA Aligned Measure #4)	
Weighting	20%
Performance Monitoring	PacificSource reporting using PacificSource administrative claims data
Final Result	OHA Central OR CCO 2022 Final QIM Results
Target	OHA Central OR CCO 2022 QIM Measure Target
Population	Central Oregon CCO Members
Measure Specification	OHA (QIM) Current Specification: Child and Adolescent Well-Care Visits
Denominator	Per OHA (QIM) Current Specification
Numerator	Per OHA (QIM) Current Specification
2. Members Receiving Preventive Dental or Oral Health Services (2022 OHA Aligned Measure #27)	
Weighting	20%
Performance Monitoring	PacificSource reporting using PacificSource administrative claims data
Final Result	OHA Central OR CCO 2022 Final QIM Results
Target	OHA Central OR CCO 2022 QIM Measure Targets - This is a two-component measure with a target for Age 1-5 and a separate target for Age 6-14. Only one component's target needs to be met to achieve measure.
Population	Central Oregon CCO Members
Measure Specification	OHA (QIM) Current Specification: Members Receiving Preventive Dental or Oral Health Services
Denominator	Per OHA (QIM) Current Specification
Numerator	Per OHA (QIM) Current Specification
3. Comprehensive Diabetes Care: Hemoglobin A1c (HbA1c) Poor Control (>9.0%) (2022 OHA Aligned Measure #33)	
Weighting	20%
Performance Monitoring	PacificSource reporting using Central Oregon CCO clinic submitted electronic health record data ¹
Final Result	OHA Central OR CCO 2022 Final QIM Results
Target	OHA Central OR CCO 2022 QIM Measure Target
Population	Central Oregon CCO Members
Measure Specification	OHA (QIM) Current Specification: Diabetes: HbA1c Poor Control (CMS122v10)
Denominator	Per OHA (QIM) Current Specification
Numerator	Per OHA (QIM) Current Specification

4. Initiation and Engagement of Substance Use Disorder Treatment (2022 OHA Aligned Measure #42)	
Weighting	20%
Performance Monitoring	PacificSource reporting using PacificSource administrative claims data
Final Result	OHA Central OR CCO 2022 Final QIM Results
Targets	OHA Central OR CCO 2022 QIM Measure Targets - This is a two-part measure with a target for Initiation and a separate target for Engagement. Both targets must be met to achieve measure.
Population	Central Oregon CCO Members
Measure Specification	OHA (QIM) Current Specification: Initiation and Engagement of Substance Use Disorder Treatment (NQF0004)
Denominator	Per OHA (QIM) Current Specification
Numerator	Per OHA (QIM) Current Specification

5. Behavioral Health Integration for Members with Diabetes and an HbA1c >9	
Weighting	20%
Performance Monitoring	PacificSource monitoring, using data submitted at least quarterly by participating clinics ²
Final Result	PacificSource, using final report data submitted by participating clinics
Target	Aggregated total of all clinics greater than or equal to (>=) 28.1%.
Population	Central Oregon CCO Members receiving care at Mosaic, St Charles Medical Group, La Pine Community Health Center, Madras Medical Group and Summit Health clinics
Measure Specification	N/A – Measure Steward: PacificSource
Denominator	All Members with a diagnosis of Diabetes Mellitus who had at least one HbA1c >9 during the 2022 calendar year
Numerator	Members in denominator who received at least one visit with an integrated Behavioral Health Consultant (BHC) in the 2022 calendar year.

¹ Participating organizations must report monthly data to PacificSource by the 20th of each month. To be eligible for payout, final 2022 eCQM data submissions must be received by PacificSource from participating clinics no later than 11:59 PM PST on January 20, 2023. All submissions are subject to audit by PacificSource for accuracy.

All reporting data submissions must be sent via previously agreed upon SFTP or via email to the following recipient: ecqmreporting@pacificsource.com

² To be eligible for payout, participating clinics are required to submit reporting at a minimum of once per quarter using the “DM-BH Reporting Template” provided by PacificSource. Quarterly reports due:

- April 30, 2022 (time period 1/1/2022 – 3/31/2022)
- July 31, 2022 (time period 1/1/2022 – 6/30/2022)
- October 31, 2022 (time period 1/1/2022 – 9/30/2022)
- January 31, 2023 (time period 1/1/2022 – 12/31/2022) *Final Report

Final results must be sent via email to the following recipients:

- RiskReportAnalytics@pacificsource.com
- Beth.Quinlan@pacificsource.com
- Peter.McGarry@pacificsource.com

Health Plan and Providers acknowledge that the COVID-19 pandemic in 2022 may have an impact on the achievability of these metrics, and that Health Plan, SCMG, Mosaic Medical, COIPA, SCHS and CMHPs may meet to discuss appropriate and mutually agreeable adjustments from time to time as a result. Any modifications made shall be consistent with known state or federal rules, requirements and guidance.

7.6.2 Unearned Surplus and Claims Risk Withhold Contingent On Quality

Any Unearned Quality Surplus and Claims Risk Withhold shall be allocated in the following manner:

- 1st Used to contribute to Health Plan margin, consistent with the limitation in the Joint Management Agreement (JMA) between Health Plan and the COHC.
- 2nd Any remaining Unearned Surplus Contingent On Quality will be treated as shared savings under the terms of the JMA.

7.6.3 Deficit. If the value of total covered claims and expenses, including HCW and accumulated Claims Risk Withhold from all providers, is more than the single community HCB, a Deficit exists, and any and all Claims Risk Withhold will be used to satisfy the Deficit at an equal percentage for all providers. If any Claims Risk Withhold remains upon the Deficit being reduced to zero dollars (\$0.00), it will be returned with twenty-five percent (25%) of any distributable Claim Risk Withhold return contingent on the performance of the quality metrics in Section 7.6.

Once all Claims Risk Withhold is used to offset a Deficit, the only remaining dollars from CMHPs to offset any remaining Deficit shall come from unearned HCW.

7.6.4 Limited Liability. If the Deficit of the HCB exceeds the amount of total Claims Risk Withhold, no further amounts will be payable from CMHPs to reduce the Deficit beyond any unearned amounts.

8.0 GENERAL PROVISIONS.

8.1 Defined Terms.

Any terms not otherwise defined herein shall have the meaning set forth in the Participating Provider Service Agreement.

8.2 Precedence.

In the event of any conflict or inconsistency between this Exhibit and the Participating Provider Service Agreement, such conflict or inconsistency shall be resolved by giving precedence first to this Exhibit then the Participating Provider Service Agreement.

8.3 Health Plan Reporting

Health Plan shall provide accurate and timely reports to assist CMHPs in monitoring utilization, financial, and quality-related data. A schedule of reports and the frequency with which these reports are to be provided is listed below.

Existing Claims Risk	Monthly in 2022 and through March of
Withhold Settlement	2023, by the end of the month, starting six
Report, Central Oregon CCO	(6) months after the beginning of the contract start date.

8.4 Health Services Understanding

Health Plan and SCMG and COIPA signed a separate Letter of Understanding in July of 2015 which detailed the appropriate allocation of certain health care expenses as being part of the single community HCB per Section 6.1 and 7.5. Consistent with that understanding Health Plan (a) has entered into a contract with OHA whereby Health Plan has agreed to manage programs to optimize cost, quality and experience of care for OHP Members, (b) is mandated to operate such programs with auditable reporting requirements, (c) has signed an agreement with OHA (consistent with OHA rules and regulations) which stipulates such program expenses are accounted for outside Health Plan administrative/general expenses and are part of health care expenses which are part of the single community HCB in this Agreement, and (d) calculates a PMPM expense as a percentage of the CCO global budget, to pay for such Health Services programs.

8.5 Requirements

CMHPs will participate in and attest to performing (a) data submission activities pertinent to CCO eQMs EHR-based incentive metrics, (b) data submission requirements including sending accurate data in time and formats determined by CCO to comply with OHA measure specifications, (c) submitting eQm data to Health Plan on a monthly basis by the 20th of the month and acknowledging reports for the first four months of the calendar year will be provided as early as possible based on the delivery from CMHPs’ software vendor, (d) requests for surveys or other information, (e) requests to complete successful CCO data collection/submission activities, and (f) reporting expectations for eQMs for diabetes, hypertension, depression, tobacco prevalence and BMI. CMHPs acknowledges that submission of these requirements is essential as failure to do so for each EHR-based incentive will lead to failure for each eQm measure, failure to meet the population threshold required and will cause the entire Central Oregon CCO to fail the measure.

CMHPs will perform patient satisfaction surveys in alignment with PCPCH standard requirements, and will share such survey results with Health Plan upon reasonable request.

CMHPs will cooperate with Health Plan on Health Plan’s CAHPS Improvement Plans.

CMHPs allows Health Plan to share individual provider performance information such as quality performance metrics with CCO-contracted providers and Health Councils.

8.6 Oregon Health Plan/OHA Capitation Administration Regulations

In the event of (a) requirements rules, regulations or guidance related to applicable provider capitation payments made by Health Plan to CMHPs, and per Health Plan Exhibit L filing and Medical Loss Ratio filings submitted to OHA, and/or (b) Health Plan’s and/or OHA’s interpretation of applicability of such requirements, rules, regulations, or guidance and applicability of Health Plan’s capitation payment methodology with CMHPs, Health Plan may enact the following:

- A charge commensurate with any OHA recoupment, demand for repayment, charge, tax or fee, to be charged against Health Care Budget, and/or
- A renegotiation with CMHPs to revert all payment methodologies entailing CMHP’s capitation, to a fee-for-service payment methodology.

CMHPs shall cooperate with Health Plan to produce reports for Health Plan and/or OHA that satisfy to Health Plan and OHA discretion, the requirements, rules, regulations or guidance from OHA related to capitation payments.

8.7 Oregon Health Plan/OHA Possible Premium Revision / MLR-based repayment to OHA

In the event of a revision of premium levels for OHP Members by the state of Oregon/OHA by a net amount deemed by Health Plan to be inconsistent with the 2022 (a) primary care provider capitation rate, (b) professional conversion factors, or (c) hospital capitation rates agreed to in this 2022 amendment to the Agreement, Health Plan will notify CMHPs of such inconsistency in writing, and both parties will enter into a renegotiation of 2022 reimbursement rates in order to achieve consistency with any new Oregon Health Plan/OHA premium levels.

In the event OHA determines Health Plan must pay OHA any sum because the Central Oregon CCO Medical Loss Ratio (MLR), as determined by OHA, does not meet a minimum threshold for the entire population or any benefit-category specific sub populations, Health Plan reserves the right to (a) deduct a pro-rata portion of such repayment from the single community HCB in Section 7, or (b) make direct investments to increase the MLR and offset such expenses with the settlement, upon communication with CMHPs and the COHC.

8.8 MLR Reporting for 2021.

CMHPs shall submit to Health Plan a report for the cost year January 1, 2021 – December 31, 2021 no later than March 30, 2022 using a format accepted by OHA. CMHPs shall refer to “2021 Medical Loss Ratio Rebate Instructions” (as published on the OHA CCO Contract Forms website at <http://www.oregon.gov/oha/healthplan/Pages/cco-contract-forms.aspx>) for support.

8.9 MLR Reporting for 2022.

CMHPs shall submit to Health Plan reports for the cost year January 1, 2022 – December 31, 2022 no later than March 30, 2023 using a format accepted by OHA. CMHPs shall refer to “2022 Medical Loss Ratio Rebate Instructions” (as published on the OHA CCO Contract Forms website at <http://www.oregon.gov/oha/healthplan/Pages/cco-contract-forms.aspx>) for support.

8.10 Health Related Services (Flexible Services and Community Based Health-Related Services.

Consistent with the Health-Related Services Rule adopted by the OHA (which includes member-level disbursements often called “flexible services”, and community-based Health-Related Services, often called “Community Benefit Initiatives”) and the Health-Related Services Brief released by the OHA, along with Health Plan policies approved by OHA, Health Plan will make certain disbursements from the single community HCB from time to time and at Health Plan’s discretion. These disbursements are distinct from Health Plan-provided Health Services.

8.11 Community Health Improvement Plan, Transformation Plan and Health Council Activities.

CMHPs will collaborate with Health Plan, the COHC, and other stakeholders in completing a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP), and in carrying out activities to implement the CHIP including any recommendation tied to community access studies. CMHPs will collaborate with Health Plan, the COHC, and other stakeholders to carry out the Transformation And Quality Strategies. For purposes of the CHA, CHIP, or Transformation And Quality Strategies, for reporting to the COHC or any of its subcommittees, or for reporting to OHA, Health Plan may share CMHP’s utilization, membership numbers, and additional performance data. CMHPs will collaborate with Health Plan and the COHC to meet Transformation And Quality Strategies requirements and participate in Transformation And Quality Strategy projects.

8.12 Corrective Action Plans

Health Plan, at its sole discretion and consistent with the expectations of Health Plan by OHA, may determine that CMHP’s performance of obligations, duties and responsibilities under the terms of this Agreement is deficient. In reaching that conclusion, Health Plan may, but is not required to consider third-party audit or other formal review results, peer review results, quality measures, written or oral feedback from members or patients, and any other issues which may be identified by Health Plan. If Health Plan determines CMHP’s performance is deficient for any reason, but that such deficiency does not constitute a Material Breach of the terms of this Agreement, Health Plan may institute a corrective action plan (“CAP”) subject to internal review. Health Plan will notify CMHPs of the terms of the CAP and will provide a CAP reporting template. Health Plan will supply supporting information/data to CMHPs at that time. CMHPs shall have thirty (30) days to resolve the CAP to Health Plan’s satisfaction. Failure to resolve the CAP shall constitute a Material Breach by CMHPs, and Health Plan may terminate this Agreement immediately.

8.13 Cooperation and Engagement in Quality Improvement Process.

The COHC voted to support QIM-related positions within Health Plan and area providers. CMHPs agrees to cooperate with the QIM Practice Facilitator, QIM Improvement Coordinator, QIM Program Manager, and the ED Improvement Coordinator to support success on regional quality measures including the QIMS, as well as to engage and cooperate with the Provider Engagement Panel to support quality improvement in the region.

8.14 Member Assignment

Health Plan may, at its discretion, assign OHP Members to primary care providers. Revisions to assignment procedures may be made in response to objective data related to quality performance, patient access, patient experience, or in response to other information available to Health Plan.

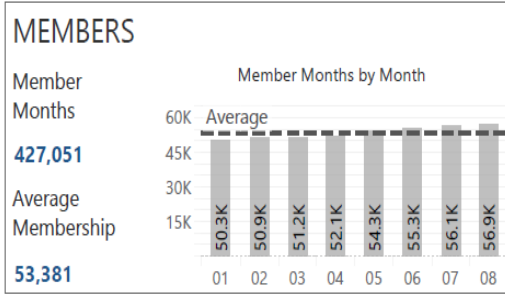
Overage Settlement Example

ST CHARLES OHP HOSPITAL CAPITATION REPORT

CENTRAL OREGON CCO
Coordinated Care Organization (Medicaid)

Incurred: 01/2020 - 08/2020
Paid through: 10/2020

FINANCIALS



HOSPITAL CAPITATION		PMPM
Hospital Capitation (Total)	\$46.8M	\$109.7
Hospital Cap Withhold (HCW)	\$5.8M	\$13.5
Hospital Capitation (w/o Withhold)	\$41.1M	\$96.1
HCW Eligible for Return (SCHS Estimate at 49%)	\$3.0M	\$7.1
Hospital Cap + Estimated SCHS HCW Eligible Return	\$44.1M	\$103.2

	IP	NON-IP	TOTAL
Billed Charges	\$137.05M	\$111.16M	\$248.21M
Billed Completed	\$140.40M	\$113.88M	\$254.27M
Billed PMPM (COMPL)	\$328.76	\$266.66	\$595.41
FFS est	\$21.16M	\$20.48M	\$41.64M
FFS Est Completed	\$21.68M	\$20.98M	\$42.66M
FFS PMPM (COMPL)	\$50.77	\$49.13	\$99.90
FFS Equiv/Billed (%)	15.4%	18.4%	16.8%

WITHHOLD RETURNED DUE TO COVID19		
Incurred 202004 - 202010, Paid Through 202010		
HCW Return IPA + SCMG	\$2,339,498	\$5.99
HCW Return SCHS	\$2,339,498	\$5.99
HCW Return CMHP	\$95,490	\$0.24

FFS Equivalent (Completed) vs. Hosp Cap with Return
93.2%

FFS Equivalent (Completed) vs. Hosp Cap
87.7%

Attachment H

**CCO Fee-for-service and Capitation for Behavioral Health Services
Community Mental Health Program for Central Oregon CCO**

Effective 04/01/2022

1. CMHP Fee-for service and Monthly Capitation Payment

Health Plan will reimburse CMHPs for Therapy Services and Assessment Services on a Fee-for-service basis and on a capitation PMPM basis for Non Encounterable Health Care Costs and Program Allocation costs according to the below rate schedule. These expenses will be charged to the single community HCB in Attachment G.

Intensive In-Home Behavioral Health Treatment (IIBHT) Deschutes County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible Members age twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Deschutes County, IIBHT services shall be submitted using HCPCS code of H0023 and shall be reimbursed through the below capitation table. The services under H0023 are separate from services billed for Behavioral Health outreach and engagement, for which a CPT code will be designated by Health Plan. Until such a time as an alternative code is identified, CMHP will submit non-billable Behavioral Health Outreach and Engagement (H0023) claims valued at the agreed rate of \$169.90 and attributed to Non-Encounterable Healthcare Services Costs in the capitation portion of this contract.

Intensive In-Home Behavioral Health Treatment (IIBHT) Jefferson County Health Services and Crook County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible Members age twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Jefferson County and Crook County CMHPS, IIBHT services shall be submitted using HPCPS code H0023 and shall be reimbursed at one hundred percent (100%) of the current OHA allowable, with an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Deschutes Stabilization Center

Deschutes County’s CMHP shall be paid seventy cents (\$0.70) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic Medical, and COIPA primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense toward the single community HCB.

Therapy Services for all CMHPs: Therapy Services FFS CPT Codes: 90832, 90834, 90837, 90846, 90847, H0004, H0005, H0016, H0038 at one hundred thirty percent (130%) of the current OHA fee schedule, with an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Assessment Services for all CMHPs: Assessment Services FFS CPT Codes: 90791, 90792, H0001, H0031, H2000 at 165% of current OHP fess schedule with an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Non Encounterable services/other billed services and Program Allocation Definition: CMHPs shall provide and report non-encounterable services and system supports. Non-encounterable services and system supports include, but are not limited to: travel, prevention, education and outreach, internal case consultation, co-provided services, outreach and engagement, socialization, and psycho-educational services that are not otherwise encounterable. Payments for such services and programs shall be as follows:

	Non Encounterable services and all other CMHP billed services PMPM	Program Allocation PMPM
Deschutes County Health Services, Public Health Division members domiciled in Deschutes/Klamath County	\$14.36	\$5.10
BestCare members domiciled in Jefferson County	\$12.38	\$7.99
BestCare domiciled in Crook County	\$12.38	\$7.99



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 28, 2022

SUBJECT: County Treasurer and Finance Report as of January 31, 2022.

RECOMMENDED MOTION:

N/A.

BACKGROUND AND POLICY IMPLICATIONS:

See attached Treasury and Finance Report.

BUDGET IMPACTS:

N/A.

ATTENDANCE:

Greg Munn, Treasurer and Chief Financial Officer



MEMORANDUM

DATE: February 28, 2022
TO: Board of County Commissioners
FROM: Greg Munn, Treasurer and Chief Financial Officer
SUBJECT: Treasury and Finance Report for January 2022

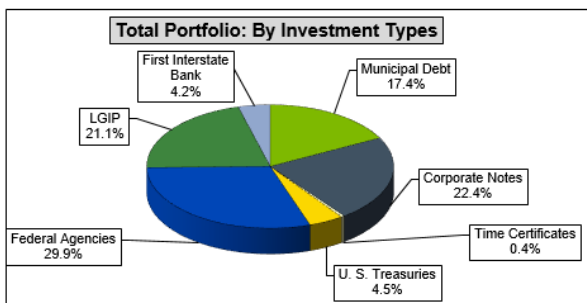
Following is the unaudited monthly finance report for fiscal year to date January 31, 2022.

Treasury and Investments

- The portfolio balance at the end of January was \$286 million, a decrease of \$3 million from December but an increase of \$39 million from last year (January 2021) – most of the increase due to the receipt of \$19 million in ARPA funds in May 2021.
- Net investment income for the month is \$130,216, approximately \$28,000 more than last month and \$57,000 less than January 2021. YTD earnings of \$917,190 are \$604,000 less than the YTD earnings last year.
- All portfolio category balances are within policy limits with the exception of the LGIP due to cash for February operating needs that were not transferred to our checking account until after the end of the month.
- No change in the LGIP interest rate. Benchmark returns for 24 and 36 month treasuries are up again from the prior month by 45 and 42 basis points, respectively.
- Average portfolio yield is 0.60% down from 0.61% last month.
- The portfolio’s weighted average time to maturity is at 1.56 years (compared to 1.61 last month).

Portfolio Breakdown: Par Value by Investment Type		
Municipal Debt	\$ 49,590,000	17.4%
Corporate Notes	64,102,000	22.4%
Time Certificates	1,245,000	0.4%
U.S. Treasuries	13,000,000	4.5%
Federal Agencies	85,490,000	29.9%
LGIP	60,357,322	21.1%
First Interstate Bank	11,974,567	4.2%
Total Investments	\$ 285,758,889	100.0%

Investment Income		
	Jan-22	Y-T-D
Total Investment Income	135,216	952,190
Less Fee: \$5,000 per month	(5,000)	(35,000)
Investment Income - Net	130,216	917,190
Prior Year Comparison	Jan-21	1,521,842

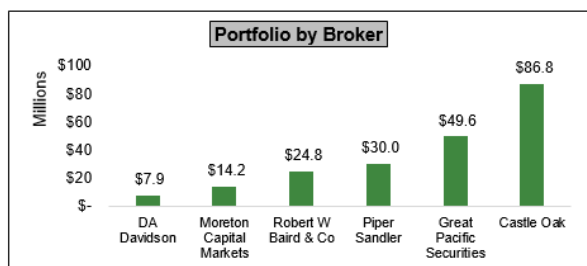


Category Maximums:	
U.S. Treasuries	100%
LGIP (\$52,713,000)	100%
Federal Agencies	100%
Banker's Acceptances	25%
Time Certificates	50%
Municipal Debt	25%
Corporate Debt	25%

Yield Percentages		
	Current Month	Prior Month
FIB/ LGIP	0.45%	0.45%
Investments	0.47%	0.47%
Average	0.60%	0.61%

Maturity (Years)	
Max	Weighted Average
4.789	1.56

Benchmarks	
24 Month Treasury	1.18%
LGIP Rate	0.45%
36 Month Treasury	1.39%

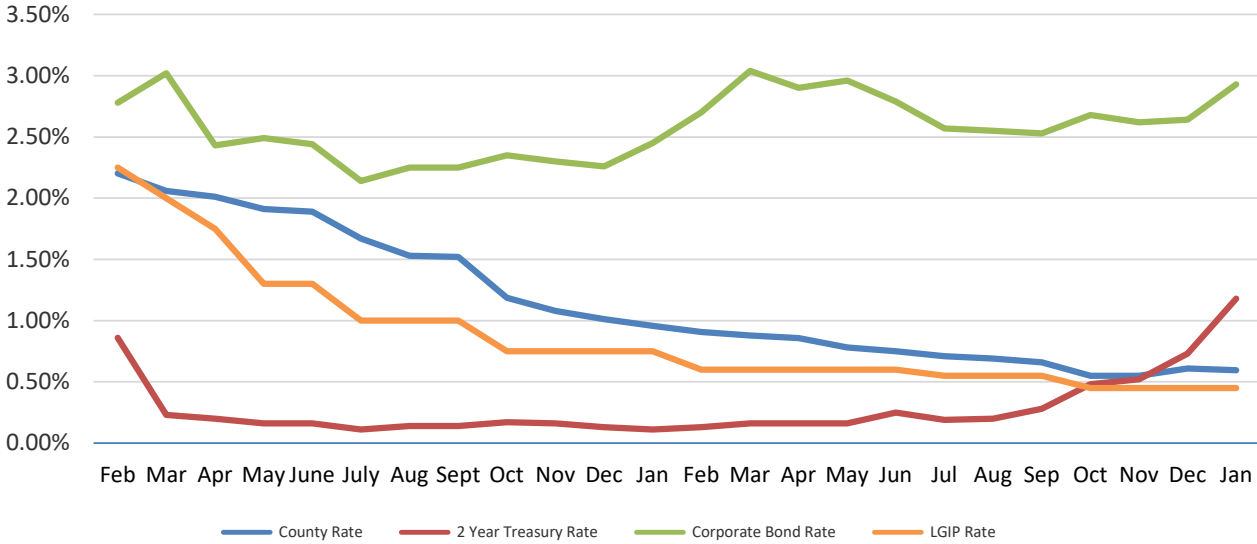


Term	Minimum	Actual
0 to 30 Days	10%	25.3%
Under 1 Year	25%	43.0%
Under 5 Years	100%	100.0%

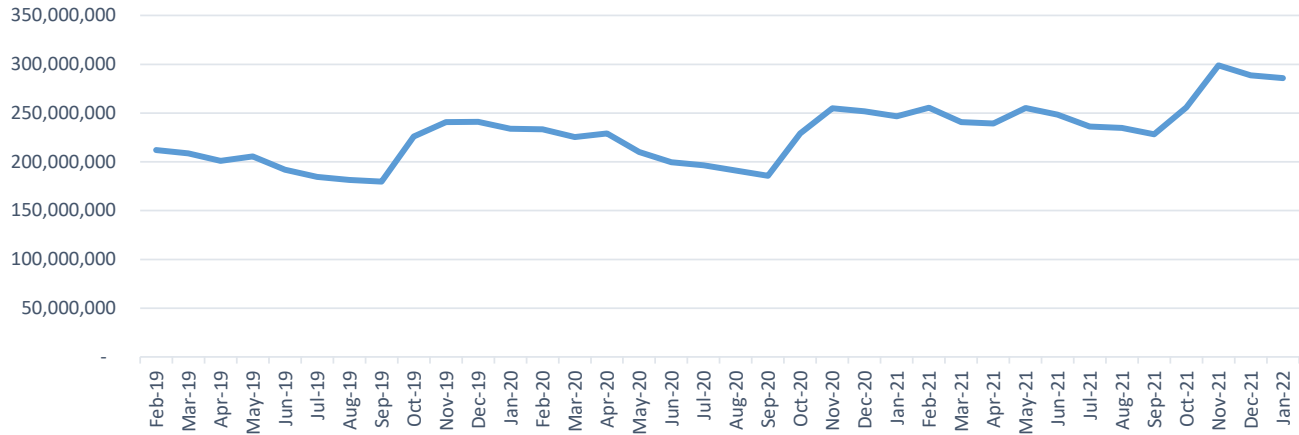
Other	Policy	Actual
Corp Issuer	5%	3.1%
Callable	25%	17.9%
Credit W/A	AA2	AA1

Investment Activity	
Purchases in Month	\$ -
Sales/Redemptions in Month	\$ 2,000,000

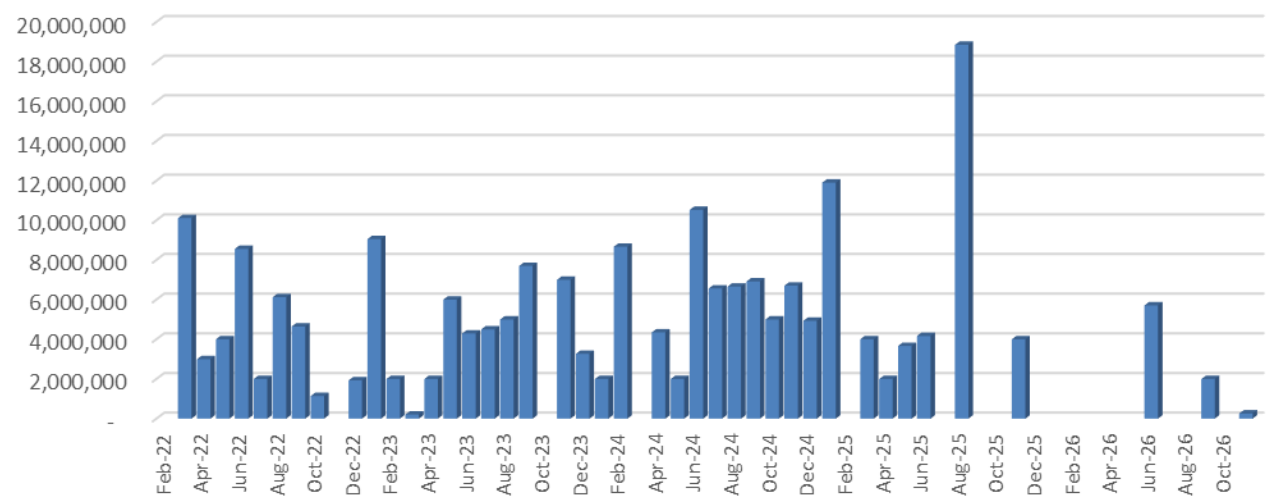
24 Month Historic Investment Returns



Three Year Portfolio Balance



Five Year Maturity Distribution Schedule



Deschutes County Investments
 Portfolio Management
 Portfolio Details - Investments
 January 31, 2022

Purchases made in January 2021
 Purchases made in January 2022

Inv#	Inv TI	CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings	Coupon Rate	YTM 361	Par Value	Market Value	Book Value	
10556	MUN	55877DD9	CITY OF MADRAS OR	DA DAV	11/20/2021	3/1/2022	28	AA	0.321	0.3209934	1,149,986	1,149,986	1,145,000	
10730	FAC	3133EKCY0	Federal Farm Credit Bank	CASTLE	11/29/2019	3/14/2022	41	Aaa	AA+	0.45	0.65949447	5,000,000	5,002,314	5,000,613
10726	FAC	3133EKCY0	Federal Farm Credit Bank	CASTLE	11/21/2019	3/14/2022	41	Aaa	AA+	0.45	0.66843231	5,000,000	5,002,314	5,000,554
10750	MC1	90520EAH4	MFGN Union Bank	CASTLE	2/5/2020	4/1/2022	59	A3	A	3.15	1.0314496	1,000,000	1,002,254	1,002,177
10729	MC1	90520EAH4	MFGN Union Bank	CASTLE	10/25/2019	4/1/2022	59	A3	A	3.15	2.03754478	2,000,000	2,003,508	2,003,599
10759	MC1	037833CP3	Apple Inc	CASTLE	3/27/2022	5/11/2022	95	Aa1	AA+	0.4995	1.72452016	1,000,000	1,007,174	1,007,174
10733	MC1	084664B7	Berkshire Hathaway Inc	MORETN	12/6/2019	5/15/2022	103	Aa2	AA	3	1.74	2,000,000	2,013,379	2,007,096
10886	FAC	3133ELZ7	Federal Farm Credit Bank	CASTLE	12/28/2021	5/18/2022	106	Aaa	AA+	0.16	0.1612573	1,000,000	999,030	999,996
10877	MUN	38122NA44	GOLDEN ST TOBACCO SECURIT	GPAC	12/8/2021	6/1/2022	120	Aaa3	A+	0.502	0.2	1,000,000	999,580	1,000,999
10887	FAC	3133ELZ7	Federal Farm Credit Bank	CASTLE	12/28/2021	6/1/2022	121	Aaa	AA+	0.25	0.18238	1,505,000	1,504,571	1,505,342
10889	FAC	3133ELZ7	Federal Farm Credit Bank	CASTLE	12/29/2021	6/22/2022	141	Aaa	AA+	0.26	0.1827	6,930,000	6,929,755	6,930,192
10889	TRC	912828XW5	U.S. Treasury	GPAC	12/30/2021	6/30/2022	149	Aaa	AA+	1.75	0.17	3,000,000	3,016,641	3,019,476
10885	MUN	801315L4U	SANTA BARBARA CA UNIF SCH D	GPAC	12/23/2021	6/30/2022	149	Aaa	AA	0.25	0.2015796	1,500,000	1,498,845	1,500,299
10652	MUN	686053BQ1	Oregon School Boards Assoc	MORETN	9/14/2018	6/30/2022	149	Aa2	AA	5.48	3.12	925,000	943,741	933,453
10881	ATD	89235H316	TOYOTA MOTOR CREDIT	DA DAV	12/9/2021	7/1/2022	150	P-1	A-	0.28	0	2,000,000	1,995,439	1,997,667
10833	MUN	78589B9R	REDWOOD CITY SCH DIST	DA DAV	2/24/2021	8/1/2022	150	Aa1	AA+	0.16	0.8062226	1,025,000	1,047,854	1,057,901
10748	FAC	3133EKJ56	Federal Farm Credit Bank	CASTLE	1/31/2020	8/30/2022	210	Aaa	AA+	0.4	0.37831926	3,000,000	3,005,571	3,002,900
10890	TRC	912828L24	U.S. Treasury	GPAC	12/30/2021	8/31/2022	211	Aaa	AA+	1.875	0.2	3,000,000	3,023,202	3,028,881
10883	FAC	313383WD9	Federal Home Loan Bank	GPAC	12/13/2021	9/30/2022	220	Aaa	AA+	3.125	0.1900014	1,645,000	1,670,288	1,674,200
10891	TRC	912828L57	U.S. Treasury	GPAC	12/30/2021	9/30/2022	241	Aaa	AA+	1.75	0.23	3,000,000	3,023,673	3,029,994
10892	FAC	313383Z6	Federal Farm Credit Bank	GPAC	11/13/2021	10/13/2022	254	Aaa	AA+	0.16	0.2308999	1,140,000	1,140,000	1,139,435
10790	MUN	014365DQ0	ALDERWOOD WA WTR & WSTWR	W B	11/12/2020	12/1/2022	303	Aa2	AA+	1	0.5003903	200,000	200,210	200,827
10884	MC1	90520EAK7	MFGN Union Bank	CASTLE	12/14/2021	12/9/2022	311	A2	A	2.1	0.6120448	1,730,000	1,745,626	1,751,923
10879	MC1	90331HPF4	US Bank	CASTLE	12/10/2021	1/9/2023	342	A1	AA-	1.95	0.6180653	2,278,000	2,300,149	2,307,400
10954	MC1	9151GEG9	Bank of America Corp	CASTLE	8/16/2021	1/11/2023	344	A2	AA-	3.3	0.2702426	1,000,000	1,021,307	1,028,540
10607	MC1	90520EJ6	Bank of America Corp	CASTLE	11/25/2019	1/11/2023	344	A2	AA-	3.3	1.2007764	2,000,000	2,027,447	2,021,445
10813	MC1	740189A0	Precision Castparts Corp	CASTLE	12/17/2020	1/15/2023	348	A2	AA-	2.5	0.5547661	2,772,000	2,802,164	2,823,156
10878	FAC	3135G0T94	Federal National Mtg Assn	R W B	12/9/2021	1/19/2023	352	Aaa	AA+	2.375	0.3868429	1,000,000	1,015,084	1,019,157
10869	FAC	3133END09	Federal Farm Credit Bank	GPAC	11/18/2021	2/10/2023	374	Aaa	AA+	0.16	0.29	2,000,000	1,990,039	1,997,342
10857	MUN	55877DDT7	CITY OF MADRAS OR	DA DAV	10/12/2021	3/1/2023	393	Aa4	AA	0.451	0.4510338	210,000	208,492	210,000
10890	MC1	78015K7G3	Federal Farm Credit Bank	CASTLE	12/10/2021	4/17/2023	405	Aa1	AA+	3.095	0.3952926	1,000,000	1,047,854	1,057,901
10859	MC1	46625HRL6	JPMorgan Chase - Corporate N	CASTLE	10/29/2021	5/18/2023	471	A2	A-	2.7	0.7306116	2,000,000	2,033,955	2,050,710
10867	FAC	3133ENEW6	Federal Farm Credit Bank	GPAC	11/23/2021	5/23/2023	476	A2	A-	0.375	0.3708179	2,000,000	1,984,416	2,000,000
10866	TRC	912828CD1	U.S. Treasury	MORETN	11/17/2021	5/31/2023	484	A2	A-	0.125	0.3701352	2,000,000	1,978,360	1,993,518
10838	MUN	73473RDW2	MORROW PORT TRANS FAC	R W B	4/1/2021	6/1/2023	485	A2	A-	0.7	0.7000625	215,000	212,899	215,000
10851	MUN	913831Q35	ALAMEDA CNTY CREDIT SVRS AU	CASTLE	11/23/2021	6/1/2023	485	Aa1	AA+	3.095	0.3952926	3,161,158	3,194,921	3,194,921
10839	MUN	984674J25	MCMINVILLE SCHOOL DIST YAI	PS	6/15/2021	6/15/2023	499	Aa1	AA+	0.28	0.28	170,000	168,428	170,000
10760	MUN	736746XU7	PORTLAND OR URBAN RENEVAL	PS	7/14/2020	6/15/2023	499	Aa1	AA+	4.023	2.895	830,000	831,220	842,223
10709	MUN	29279CNU5	Bonnevill Power Administrat	CASTLE	7/30/2019	7/1/2023	515	Aa2	AA-	5.803	2.1249156	1,000,000	1,065,510	1,049,735
10713	MC1	36158ZAD1	Berkshire Hathaway Inc	CASTLE	9/9/2019	7/15/2023	529	Aa2	AA-	7.35	2.0306495	500,000	542,198	537,051
10864	FAC	313383Z6	Federal Farm Credit Bank	GPAC	11/24/2021	10/13/2023	549	Aa1	AA+	0.16	0.4500293	1,000,000	1,007,174	1,007,174
10832	MC1	06053FAA7	Bank of America Corp	DA DAV	2/23/2021	7/24/2023	538	A2	A-	4.1	0.2302892	1,000,000	1,041,969	1,057,100
10769	FAC	3137EAEV7	Federal Home Loan Mtg Corp	CASTLE	8/21/2020	8/24/2023	559	Aaa	AA+	0.25	0.2840745	5,000,000	4,936,323	4,997,349
10768	MUN	67232BTM6	OAKLAND CA REDEV SUCCESSO	PS	8/21/2020	9/1/2023	571	Aa2	AA-	3.125	0.6015189	2,000,000	2,056,525	2,098,835
10943	MUN	014365DM3	BOYDVILLE & BINGHAM CNTYS	PS	7/28/2021	9/15/2023	597	Aa1	AA+	4	0.4307642	1,000,000	1,044,540	1,057,578
10765	MC1	47645G3R0	JEROME IDAHO SCHOOL DISTRI	PS	10/13/2020	9/15/2023	490	Aa1	AA+	0.16	0.4793881	200,000	214,548	214,548
10819	MC1	3133EMLE0	Federal Farm Credit Bank	PS	12/30/2020	9/22/2023	598	Aaa	AA+	0.19	0.1900035	2,000,000	1,978,246	2,000,000
10860	TRC	912828DA6	U.S. Treasury	MORETN	11/1/2021	9/30/2023	606	A2	A-	0.25	0.4554048	2,000,000	1,973,516	1,993,217
10794	FAC	3137EAEZ8	Federal Home Loan Mtg Corp	CASTLE	11/5/2020	1/16/2023	643	Aa1	AA+	0.25	0.2801193	5,000,000	4,923,993	4,997,357
10830	MC1	43983ZG19	Royal Bank of Canada	CASTLE	11/24/2021	11/23/2023	648	Aa1	AA+	0.16	0.4054205	2,000,000	1,997,400	1,997,400
10837	MUN	73473RDH5	MORROW PORT TRANS FAC	R W B	4/1/2021	12/1/2023	663	A2	A-	0.7	0.7000516	1,000,000	983,300	1,000,000
10789	MUN	014365DR8	ALDERWOOD WA WTR & WSTWR	W B	11/12/2020	12/1/2023	668	Aa2	AA+	1	0.550114	270,000	268,445	272,205
10836	MC1	31422XBV3	Federal Agriculture Mtg Corp	GPAC	3/15/2021	12/15/2023	682	A2	A-	0.22	0.2148764	2,000,000	1,967,814	2,000,000
10923	MC1	06051GFB0	Bank of America Corp	CASTLE	11/2/2021	1/22/2024	720	A2	A-	4.125	0.5217482	2,000,000	2,101,453	2,141,026
10872	FAC	3135G0V34	Federal National Mtg Assn	GPAC	12/1/2021	2/5/2024	734	Aaa	AA+	2.5	0.5902165	2,000,000	2,053,286	2,076,025
10862	MC1	037833CG3	Apple Inc	GPAC	11/17/2021	2/9/2024	738	Aa1	AA+	3	0.9122019	2,000,000	2,059,462	2,083,344
10861	FAC	3130APUV5	Federal Home Loan Bank	DA DAV	11/23/2021	2/23/2024	752	Aaa	AA+	0.65	0.6500583	1,670,000	1,656,887	1,670,000
10834	MC1	3133EMRZ7	Federal Farm Credit Bank	CASTLE	2/26/2021	2/26/2024	755	Aaa	AA+	0.25	0.2620551	2,000,000	1,962,009	1,999,503
10811	MC1	913831Q35	ALAMEDA CNTY CREDIT SVRS AU	CASTLE	8/12/2021	6/1/2024	762	Aa1	AA+	3.095	0.3952926	3,161,158	3,194,921	3,194,921
10829	MUN	68607VZ73	Oregon State Lottery	PS	1/26/2021	4/1/2024	790	Aa2	AA+	2.505	0.3901753	2,350,000	2,407,223	2,456,906
10874	MUN	68609TWC8	Oregon State Lottery	R W B	12/2/2021	5/1/2024	820	Aa1	AA+	0.795	0.7300606	500,000	494,325	500,722
10864	MC1	46625HJX9	JPMorgan Chase - Corporate N	CASTLE	11/18/2021	5/13/2024	832	A2	A-	3.625	0.9770205	1,500,000	1,568,310	1,589,384
10846	MC1	06051GJY6	Bank of America Corp	CASTLE	7/27/2021	6/14/2024	864	A2	A-	0.523	0.5210523	1,000,000	998,709	1,000,045
10810	MUN	735688MD1	PORTLAND COMMUNITY COLLEGE	PS	11/30/2020	6/15/2024	865	Aa1	AA+	0.4	0.4054205	2,750,000	2,787,442	2,800,442
10809	MUN	735688MD1	Portland Community College	PS	12/17/2020	6/15/2024	865	Aa1	AA+	0.572	0.5720012	1,000,000	982,660	1,000,000
10807	MUN	179198JF4	CLACKAMAS SCHOOL DISTRICT	DA DAV	12/3/2020	6/15/2024	865	Aa1	AA+	0.83	0.480219	300,000	296,460	302,465
10785	MUN	939307KV5	Washington County SD Municipal	PS	10/28/2020	6/15/2024	865	Aa1	AA+	0.59	0.5840838	1,500,000	1,468,425	

Position Control Summary

Org		Jul	Aug	Sep	Oct	Nov	Dec	Jan	July - June Percent Unfilled
Assessor	Filled	33.26	33.26	33.26	33.26	33.26	33.26	33.26	
	Unfilled	2.00	2.00	2.00	2.00	2.00	2.00	2.00	5.67%
Clerk	Filled	8.58	8.48	8.48	9.48	9.48	9.48	10.48	
	Unfilled	0.90	1.00	1.00	-	-	-	-	4.31%
BOPTA	Filled	0.42	0.52	0.52	0.52	0.52	0.52	0.52	
	Unfilled	0.10	-	-	-	-	-	-	2.75%
DA	Filled	51.70	54.50	56.50	55.50	55.60	54.60	56.60	
	Unfilled	6.30	3.50	1.50	2.50	1.50	2.50	1.00	4.66%
Tax	Filled	5.50	5.50	5.50	5.50	5.50	5.50	5.50	
	Unfilled	-	-	-	-	-	-	-	0.00%
Veterans'	Filled	5.00	5.00	5.00	5.00	5.00	5.00	5.00	
	Unfilled	-	-	-	-	-	-	-	0.00%
Property Mngt	Filled	2.00	2.00	2.00	2.00	2.00	2.00	2.00	
	Unfilled	-	-	-	-	-	-	-	0.00%
Total General Fund	Filled	106.46	109.26	111.26	111.26	111.36	110.36	113.36	
	Unfilled	9.30	6.50	4.50	4.50	3.50	4.50	3.00	4.42%
Justice Court	Filled	4.60	4.60	4.60	4.60	4.60	4.60	4.60	
	Unfilled	-	-	-	-	-	-	-	0.00%
Community Justice	Filled	45.90	45.90	45.90	44.90	44.90	44.90	44.90	
	Unfilled	2.00	2.00	2.00	3.00	3.00	3.00	3.00	5.37%
Sheriff	Filled	229.75	235.75	232.75	238.75	235.25	234.25	232.25	
	Unfilled	27.25	21.25	24.25	18.25	21.75	24.75	26.75	9.11%
Health Srvc	Filled	320.33	319.85	320.40	331.20	331.50	339.50	344.20	
	Unfilled	55.47	57.95	64.90	54.50	55.20	50.30	46.10	14.28%
CDD	Filled	61.00	61.00	56.80	56.80	58.80	58.80	57.80	
	Unfilled	4.00	6.00	11.20	11.20	9.20	9.20	11.20	13.11%
Road	Filled	57.00	57.00	57.00	56.00	56.00	56.00	56.00	
	Unfilled	-	-	-	1.00	1.00	1.00	1.00	1.00%
Adult P&P	Filled	37.60	37.60	37.60	36.85	36.85	35.85	36.85	
	Unfilled	3.25	3.25	3.25	4.00	4.00	5.00	4.00	9.35%
Solid Waste	Filled	23.00	24.00	24.00	27.00	26.00	26.00	26.00	
	Unfilled	2.00	4.00	4.00	1.00	2.00	2.00	2.00	8.81%
Victims Assistance	Filled	8.00	8.00	8.00	8.00	8.00	7.00	8.00	
	Unfilled	-	-	-	-	-	1.00	-	1.79%
GIS Dedicated	Filled	2.30	2.30	2.30	2.30	2.30	2.30	2.30	
	Unfilled	-	-	-	-	-	-	-	0.00%
Fair & Expo	Filled	9.00	9.00	9.00	9.00	9.00	8.00	9.00	
	Unfilled	3.50	3.50	3.50	3.50	3.50	4.50	3.50	29.14%
Natural Resource	Filled	2.00	2.00	2.00	2.00	2.00	2.00	2.00	
	Unfilled	-	-	-	-	-	-	-	0.00%
ISF - Facilities	Filled	21.60	19.60	21.60	21.60	20.60	21.60	20.60	
	Unfilled	2.40	3.40	2.40	2.40	3.40	2.40	3.40	11.86%
ISF - Admin	Filled	7.75	7.75	6.75	8.75	7.75	7.75	7.75	
	Unfilled	1.00	1.00	2.00	1.00	2.00	2.00	2.00	16.86%
ISF - BOCC	Filled	3.00	3.00	3.00	3.00	3.00	3.00	3.00	
	Unfilled	-	-	-	-	-	-	-	0.00%
ISF - Finance	Filled	9.00	9.00	9.00	8.00	10.00	10.00	10.00	
	Unfilled	2.00	2.00	2.00	3.00	1.00	-	-	13.33%
ISF - Legal	Filled	7.00	7.00	7.00	6.00	6.00	6.00	6.00	
	Unfilled	-	-	-	1.00	1.00	1.00	1.00	8.16%
ISF - HR	Filled	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
	Unfilled	1.00	1.00	1.00	1.00	1.00	1.00	1.00	11.11%
ISF - IT	Filled	15.70	15.70	15.70	15.70	15.70	16.70	16.70	
	Unfilled	-	-	-	-	-	-	-	0.00%
ISF - Risk	Filled	2.25	2.25	2.25	2.25	2.25	2.25	2.25	
	Unfilled	-	-	-	-	-	-	-	0.00%
Total:									
	Filled	981.24	988.56	984.91	1,001.96	999.86	1,004.86	1,011.56	
	Unfilled	113.17	111.85	125.00	109.35	111.55	111.65	107.95	
	% Unfilled	10.34%	10.16%	11.26%	9.84%	10.04%	10.00%	9.64%	10.18%

Budget to Actuals Report

General Fund

Revenue YTD in the General Fund is \$35.7 million or 88% of budget, a \$800,000 increase from the prior month. By comparison, last year revenue YTD was \$40.5 million and 108% of budget. This year's YTD revenue collections would be greater except for one-time, unbudgeted CARES Act funds received last year in the General Fund.

Expenses YTD are \$23.8 million and 55% of budget compared to \$28.8 million and 72% of budget last year. Overall expenses are lower this year and represent a smaller portion of the budget this year due to unbudgeted CARES Act expenditures last year offset by an increase in the approved budget transfers this year which are made on a regular monthly basis.

Beginning Fund Balance is \$15M or 111.3% of the budgeted \$13.5M beginning fund balance.



County Wide Financial Dashboard

001 - General Fund

Thru GL Period: 7
58.3%
Year Complete

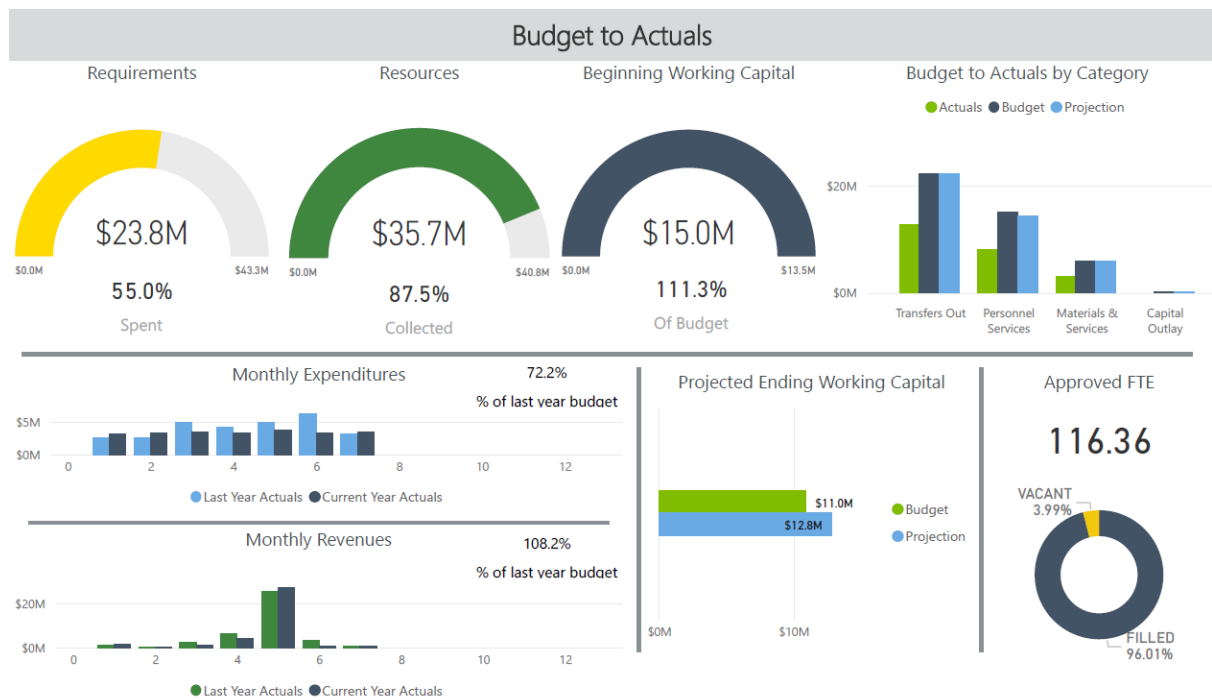
Fund

- Select all
- (Blank)
- 001 - General Fund
- 010 - Assmt-Clerk...
- 020 - Code Abate...
- 030 - Community ...
- 040 - Court Techn...
- 050 - Economic D...
- 060 - General Cou...
- 070 - General Cou...
- 090 - Project Dev...
- 120 - Law Library
- 130 - Park Acquisi...
- 132 - Park Develo...

Monthly GL Per...
0
7

\$11.0M
Contingency

(Blank)
Reserves



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 January 31, 2022.



Budget to Actuals - Countywide Summary

All Departments

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	45,149,632	47,633,001	106%	40,504,168	35,532,837	88%	40,116,674	99%
030 - Juvenile	975,090	975,868	100%	901,143	364,075	40%	826,610	92%
160/170 - TRT	10,669,865	11,229,510	105%	11,659,435	8,844,803	76%	14,440,248	124%
200 - American Rescue Fund	19,000,000	46,273	0%	19,000,000	19,231,147	101%	38,109,180	201%
220 - Justice Court	489,850	501,563	102%	550,832	280,789	51%	550,767	100%
255 - Sheriff's Office	43,449,298	44,938,851	103%	44,947,745	41,226,254	92%	44,941,083	100%
274 - Health Services	43,207,563	45,921,554	106%	47,513,115	29,687,241	62%	48,946,484	103%
295 - CDD	8,251,726	9,687,451	117%	9,580,316	6,022,231	63%	10,580,825	110%
325 - Road	20,681,110	23,538,925	114%	22,629,649	14,530,220	64%	24,016,392	106%
355 - Adult P&P	5,995,287	6,040,170	101%	5,840,250	4,431,601	76%	6,179,212	106%
465 - Road CIP	2,467,800	2,942,827	119%	2,471,190	73,504	3%	173,450	7%
610 - Solid Waste	12,077,592	13,463,285	111%	13,350,600	8,116,308	61%	13,403,661	100%
615 - Fair & Expo	1,466,050	1,791,835	122%	1,395,724	733,346	53%	1,412,894	101%
616 - Annual County Fair	52,000	53,038	102%	1,560,500	1,913,185	123%	1,914,539	123%
617 - Fair & Expo Capital Reserve	14,000	8,532	61%	8,544	4,302	50%	7,090	83%
618 - RV Park	436,050	654,204	150%	497,524	297,609	60%	639,906	129%
619 - RV Park Reserve	1,100	7,787	708%	7,546	3,715	49%	6,250	83%
670 - Risk Management	3,263,646	3,239,580	99%	3,146,973	1,984,799	63%	4,261,562	135%
675 - Health Benefits	21,884,538	22,761,820	104%	23,027,177	14,529,833	63%	23,894,030	104%
705 - 911	11,064,698	12,080,426	109%	12,019,306	10,110,643	84%	12,283,550	102%
999 - Other	34,434,902	36,750,860	107%	50,071,869	19,436,289	39%	48,237,786	96%
TOTAL RESOURCES	285,031,797	284,267,359	100%	310,683,606	217,354,731	70%	334,942,193	108%

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	27,262,513	26,227,705	96%	21,094,809	11,074,648	52%	20,334,699	96%
030 - Juvenile	7,390,349	7,038,218	95%	7,522,365	3,881,297	52%	6,906,672	92%
160/170 - TRT	3,619,872	3,566,960	99%	3,358,388	2,314,734	69%	4,127,858	123%
200 - American Rescue Fund	19,000,000	32,136	0%	38,000,000	2,315,328	6%	38,000,000	100%
220 - Justice Court	683,508	650,926	95%	701,142	402,657	57%	701,142	100%



Budget to Actuals - Countywide Summary

All Departments

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

Year Complete

	Fiscal Year 2021			Fiscal Year 2022			Projection	
	Budget	Actuals	%	Budget	Actuals	%		%
255 - Sheriff's Office	51,263,220	49,625,248	97%	54,162,360	29,105,318	54%	52,663,620	97%
274 - Health Services	52,285,174	49,994,157	96%	57,785,284	29,157,134	50%	54,288,666	94%
295 - CDD	8,474,142	8,086,137	95%	9,978,889	5,103,684	51%	9,302,223	93%
325 - Road	14,513,205	12,506,257	86%	15,024,128	7,453,516	50%	14,865,900	99%
355 - Adult P&P	7,081,268	6,365,601	90%	7,079,915	3,547,754	50%	6,492,241	92%
465 - Road CIP	20,036,050	11,742,022	59%	29,722,691	5,684,955	19%	25,865,989	87%
610 - Solid Waste	8,853,213	8,107,298	92%	9,709,991	4,350,829	45%	9,748,155	100%
615 - Fair & Expo	2,070,371	2,011,440	97%	2,504,877	1,392,342	56%	2,429,296	97%
616 - Annual County Fair	127,000	189,611	149%	1,468,131	1,265,866	86%	1,371,088	93%
617 - Fair & Expo Capital Reserve	401,940	90,523	23%	568,000	188	0%	568,000	100%
618 - RV Park	543,902	512,967	94%	496,188	330,649	67%	481,209	97%
619 - RV Park Reserve	100,000	-	0%	100,000	-	0%	20,000	20%
670 - Risk Management	3,794,344	2,391,380	63%	4,027,292	3,802,944	94%	6,097,047	151%
675 - Health Benefits	23,620,173	23,336,074	99%	23,924,393	14,242,460	60%	23,924,393	100%
705 - 911	12,576,839	10,534,248	84%	14,563,007	6,567,292	45%	13,806,798	95%
999 - Other	59,118,720	32,830,422	56%	86,322,366	21,764,617	25%	85,665,653	99%
TOTAL REQUIREMENTS	322,815,803	255,839,328	79%	388,114,216	153,758,214	40%	377,660,649	97%



Budget to Actuals - Countywide Summary

All Departments

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	(20,308,890)	(19,944,234)	98%	(21,927,604)	(12,588,959)	57%	(21,927,604)	100%
030 - Juvenile	5,957,854	5,957,854	100%	6,249,397	3,645,474	58%	6,249,397	100%
160/170 - TRT	(5,278,036)	(4,963,905)	94%	(5,757,574)	(3,358,558)	58%	(6,098,758)	106%
220 - Justice Court	107,235	111,521	104%	205,956	120,141	58%	205,956	100%
255 - Sheriff's Office	3,119,077	3,119,949	100%	3,500,737	2,133,844	61%	3,500,737	100%
274 - Health Services	8,026,313	6,945,413	87%	6,122,830	3,571,637	58%	6,122,830	100%
295 - CDD	(55,480)	(1,104,998)	999%	(270,622)	(514,006)	190%	(1,026,399)	379%
325 - Road	(6,683,218)	(6,683,218)	100%	(11,757,547)	(6,985,536)	59%	(11,757,547)	100%
355 - Adult P&P	187,496	187,496	100%	471,072	274,789	58%	471,072	100%
465 - Road CIP	7,517,657	6,819,612	91%	12,193,917	4,772,011	39%	12,193,917	100%
610 - Solid Waste	(3,684,280)	(3,684,280)	100%	(6,029,323)	(3,014,141)	50%	(6,029,323)	100%
615 - Fair & Expo	894,967	1,144,277	128%	800,736	529,589	66%	1,039,565	130%
616 - Annual County Fair	75,000	75,000	100%	(75,000)	(106,250)	142%	(75,000)	100%
617 - Fair & Expo Capital Reserve	453,158	385,418	85%	728,901	425,187	58%	831,256	114%
618 - RV Park	(436,628)	(369,173)	85%	47,958	94,641	197%	47,958	100%
619 - RV Park Reserve	621,628	549,173	88%	132,042	77,021	58%	132,042	100%
670 - Risk Management	(3,500)	(3,500)	100%	(3,500)	(2,037)	58%	(3,500)	100%
705 - 911	-	-	-	-	-	0%	-	100%
999 - Other	9,078,924	11,341,195	125%	15,393,726	10,925,154	71%	16,123,402	105%
TOTAL TRANSFERS	(410,723)	(116,400)		26,101	-		-	



Budget to Actuals - Countywide Summary

All Departments

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

ENDING FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			
	Budget	Actuals	%	Budget	Actuals	Projection	%
001 - General Fund	9,678,629	14,990,575	155%	10,952,375	26,859,805	12,844,946	117%
030 - Juvenile	616,595	965,223	157%	596,681	1,093,475	1,134,558	190%
160/170 - TRT	5,484,351	6,189,395	113%	8,433,816	9,360,905	10,403,028	123%
200 - American Rescue Fund	-	14,137	999%	-	16,929,956	123,317	999%
220 - Justice Court	57,804	-	0%	55,646	(1,728)	55,581	100%
255 - Sheriff's Office	13,981,322	17,266,520	123%	12,160,633	31,521,299	13,044,720	107%
274 - Health Services	5,727,266	10,689,975	187%	5,884,607	14,791,719	11,470,624	195%
295 - CDD	734,798	1,749,673	238%	763,172	2,154,074	2,001,876	262%
325 - Road	2,180,473	8,566,521	393%	2,231,806	8,657,690	5,959,467	267%
355 - Adult P&P	1,816,329	2,982,055	164%	1,971,182	4,140,691	3,140,098	159%
465 - Road CIP	13,103,814	23,533,004	180%	5,316,460	22,693,564	10,034,382	189%
610 - Solid Waste	719,918	3,957,273	550%	583,520	4,708,612	1,583,456	271%
615 - Fair & Expo	655,550	923,473	141%	442,256	794,065	946,636	214%
616 - Annual County Fair	-	(109,033)		17,369	432,035	359,418	999%
617 - Fair & Expo Capital Reserve	1,208,442	1,029,596	85%	1,271,108	1,458,898	1,299,942	102%
618 - RV Park	43,512	-	0%	49,294	61,601	206,655	419%
619 - RV Park Reserve	1,012,728	1,054,426	104%	824,054	1,135,162	1,172,718	142%
670 - Risk Management	6,465,802	9,521,450	147%	7,445,296	7,701,267	7,682,465	103%
675 - Health Benefits	13,588,094	15,527,580	114%	13,875,402	15,814,952	15,497,217	112%
705 - 911	6,829,277	10,709,072	157%	9,307,082	14,252,423	9,185,824	99%
999 - Other	50,123,088	84,474,181	169%	55,847,562	93,093,507	56,387,022	101%
TOTAL FUND BALANCE	134,027,792	214,035,094	160%	138,029,321	277,653,972	164,533,948	119%



Budget to Actuals Report

General Fund - Fund 001

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Property Taxes - Current	30,105,307	30,896,789	103%	32,410,716	30,913,586	95%	32,464,815	100%	54,099
Property Taxes - Prior	358,000	683,563	191%	460,000	218,867	48%	460,000	100%	-
Other General Revenues	10,450,871	10,355,769	99%	2,689,926	2,102,831	78%	2,592,810	96%	(97,116)
Assessor	836,713	1,291,220	154%	987,411	466,571	47%	987,411	100%	-
Clerk	2,153,741	3,168,198	147%	2,741,215	1,441,884	53%	2,541,215	93%	(200,000)
BOPTA	12,220	19,236	157%	14,588	7,087	49%	14,588	100%	-
District Attorney	467,138	426,613	91%	448,201	120,205	27%	303,724	68%	(144,477)
Tax Office	419,927	510,878	122%	341,004	187,135	55%	341,004	100%	-
Veterans	223,715	158,931	71%	259,107	45,505	18%	259,107	100%	-
Property Management	122,000	121,804	100%	152,000	29,167	19%	152,000	100%	-
TOTAL RESOURCES	45,149,632	47,633,001	106%	40,504,168	35,532,837	88%	40,116,674	99%	(387,494)

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Assessor	5,237,507	4,897,531	94%	5,454,784	2,993,767	55%	5,454,784	100%	-
Clerk	2,051,015	1,882,622	92%	2,080,739	871,955	42%	2,080,739	100%	-
BOPTA	79,945	76,042	95%	82,911	47,232	57%	82,911	100%	-
District Attorney	8,234,075	8,157,354	99%	9,715,707	4,906,639	51%	8,960,798	92%	754,909
Medical Examiner	236,358	220,618	93%	242,652	100,147	41%	242,652	100%	-
Tax Office	1,016,608	989,386	97%	932,570	557,713	60%	932,570	100%	-
Veterans	687,678	610,692	89%	795,189	404,425	51%	788,849	99%	6,340
Property Management	332,533	312,615	94%	376,061	211,569	56%	377,200	100%	(1,139)
Non-Departmental	9,386,794	9,080,846	97%	1,414,196	981,202	69%	1,414,196	100%	-
TOTAL REQUIREMENTS	27,262,513	26,227,705	96%	21,094,809	11,074,648	52%	20,334,699	96%	760,110

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In	260,000	260,000	100%	260,000	151,662	58%	260,000	100%	-
Transfers Out	(20,568,890)	(20,204,234)	98%	(22,187,604)	(12,740,621)	57%	(22,187,604)	100%	-
TOTAL TRANSFERS	(20,308,890)	(19,944,234)	98%	(21,927,604)	(12,588,959)	57%	(21,927,604)	100%	-

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	12,100,400	13,529,514	112%	13,470,620	14,990,575	111%	14,990,575	111%	1,519,955
Resources over Requirements	17,887,119	21,405,296		19,409,359	24,458,189		19,781,975		372,616
Net Transfers - In (Out)	(20,308,890)	(19,944,234)		(21,927,604)	(12,588,959)		(21,927,604)		-
TOTAL FUND BALANCE	\$ 9,678,629	\$ 14,990,575	155%	\$ 10,952,375	\$ 26,859,805	245%	\$ 12,844,946	117%	\$ 1,892,571

- A** Current year taxes received primarily in November, February and May; actual FY21-22 TAV is 5.58% over FY20-21 vs. 5.40% budgeted
- B** PILT payment of \$500,000 received in July 2021; Interest earnings expected to lower than budget
- C** FY22 Recording Fees are trending less than budget
- D** Revenue projected to be lower than budgeted due to the reduction of two State Grants along with the termination of Discovery Fee payments per the Office of Public Defense Services
- E** Oregon Dept. of Veteran's Affairs grant reimbursed quarterly
- F** Interfund land-sale management revenue recorded at year-end
- G** FY22 average vacancy rate is 5.7%; however, savings are not expected at this time due to several retirements and overfills
- H** FY22 average vacancy rate is 4.31%; however, savings are not expected at this time due to an added FTE and a backfilled position
- I** Projected Personnel savings based on FY22 average vacancy rate of 4.7%
- J** Projected Personnel savings based on FY22 savings to date
- K** Projected Personnel based on FY22 overage to date
- L** Repayment to General Fund from Finance Reserves for ERP Implementation



Budget to Actuals Report

Juvenile - Fund 030

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
OYA Basic & Diversion	472,401	497,387	105%	432,044	127,320	29%	402,044	93%	(30,000) A
ODE Juvenile Crime Prev	109,000	118,909	109%	100,517	31,184	31%	100,517	100%	-
Gen Fund-Crime Prevention	89,500	89,500	100%	89,500	89,500	100%	89,500	100%	-
Leases	88,000	82,522	94%	88,000	52,479	60%	88,000	100%	-
Inmate/Prisoner Housing	90,000	64,350	72%	80,000	25,800	32%	50,000	63%	(30,000) B
DOC Unif Crime Fee/HB2712	49,339	49,339	100%	49,339	12,616	26%	49,339	100%	- C
OJD Court Fac/Sec SB 1065	26,000	13,503	52%	20,000	6,276	31%	15,000	75%	(5,000) D
Interest on Investments	17,300	13,796	80%	14,243	3,871	27%	6,210	44%	(8,033)
Food Subsidy	12,000	13,028	109%	12,000	4,220	35%	8,500	71%	(3,500) E
Contract Payments	8,000	2,795	35%	8,000	7,824	98%	10,000	125%	2,000 F
Miscellaneous	7,550	28,312	375%	7,500	2,987	40%	7,500	100%	-
Case Supervision Fee	6,000	2,427	40%	-	-	-	-	-	-
TOTAL RESOURCES	975,090	975,868	100%	901,143	364,075	40%	826,610	92%	(74,533)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	5,970,797	5,762,391	97%	6,108,905	3,175,366	52%	5,563,212	91%
Materials and Services	1,372,016	1,233,835	90%	1,363,409	692,705	51%	1,293,409	95%	70,000 H
Capital Outlay	47,536	41,992	88%	50,051	13,226	26%	50,051	100%	-
TOTAL REQUIREMENTS	7,390,349	7,038,218	95%	7,522,365	3,881,297	52%	6,906,672	92%	615,693

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- General Funds	6,034,966	6,034,966	100%	6,304,397	3,677,555	58%	6,304,397	100%
Transfers Out-Veh Reserve	(77,112)	(77,112)	100%	(55,000)	(32,081)	58%	(55,000)	100%	-
TOTAL TRANSFERS	5,957,854	5,957,854	100%	6,249,397	3,645,474	58%	6,249,397	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,074,000	1,069,720	100%	968,506	965,223	100%	965,223	100%
Resources over Requirements	(6,415,259)	(6,062,350)		(6,621,222)	(3,517,222)		(6,080,062)		541,160
Net Transfers - In (Out)	5,957,854	5,957,854		6,249,397	3,645,474		6,249,397		-
TOTAL FUND BALANCE	\$ 616,595	\$ 965,223	157%	\$ 596,681	\$ 1,093,475	183%	\$ 1,134,558	190%	\$537,877

- A** Quarterly reimbursement of biennial award based on actuals
- B** Out of County Juvenile department usage of detention facility trending lower than projected at time of budgeting
- C** Quarterly payment from Department of Corrections
- D** Projected lower revenue due to less than budgeted state court fee program revenue
- E** Dept. of Education subsidies for detention meals lower due to smaller population than projected at time of budgeting
- F** Projected higher revenue due to more than budgeted community service fee-for-service projects
- G** Projected Personnel savings based on FY22 average vacancy rate of 5.2%
- H** Projected underspending based on FY22 trends



Budget to Actuals Report

TRT - Fund 160/170

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Room Taxes	10,615,965	11,068,364	104%	11,600,987	8,814,672	76%	14,390,068	124%	2,789,081
Interest	53,900	61,146	113%	58,448	30,130	52%	50,180	86%	(8,268)
State Miscellaneous	-	100,000		-	-		-		-
TOTAL RESOURCES	10,669,865	11,229,510	105%	11,659,435	8,844,803	76%	14,440,248	124%	2,780,813

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
COVA	3,038,805	2,998,091	99%	3,136,659	2,167,392	69%	3,903,621	124%	(766,962)
Interfund Contract	114,481	114,481	100%	121,817	71,060	58%	121,817	100%	-
Software	11,500	-	0%	45,000	46,008	102%	46,008	102%	(1,008)
Interfund Charges	35,861	35,861	100%	39,709	23,164	58%	39,709	100%	-
Administrative	15,225	4,526	30%	15,203	7,111	47%	16,703	110%	(1,500)
Grants & Contributions	404,000	414,000	102%	-	-		-		-
TOTAL REQUIREMENTS	3,619,872	3,566,960	99%	3,358,388	2,314,734	69%	4,127,858	123%	(769,470)

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfer Out - RV Park	(20,000)	(20,000)	100%	(20,000)	(11,662)	58%	(20,000)	100%	-
Transfer Out - Annual Fair	(75,000)	(75,000)	100%	(75,000)	(43,750)	58%	(75,000)	100%	-
Transfers Out	-	-		(205,956)	(120,141)	58%	(205,956)	100%	-
Transfer Out - F&E Reserve	(453,158)	(385,418)	85%	(428,901)	(250,187)	58%	(531,256)	124%	(102,355)
Transfer Out - Health	(406,646)	(406,646)	100%	(444,417)	(259,238)	58%	(444,417)	100%	-
Transfer Out - F&E	(1,171,445)	(925,054)	79%	(931,513)	(543,375)	58%	(1,170,342)	126%	(238,829)
Transfer Out - Sheriff	(3,151,787)	(3,151,787)	100%	(3,651,787)	(2,130,205)	58%	(3,651,787)	100%	-
TOTAL TRANSFERS	(5,278,036)	(4,963,905)	94%	(5,757,574)	(3,358,558)	58%	(6,098,758)	106%	(341,184)

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	3,712,394	3,490,749	94%	5,890,343	6,189,395	105%	6,189,395	105%	299,052
Resources over Requirements	7,049,993	7,662,551		8,301,047	6,530,068		10,312,391		2,011,344
Net Transfers - In (Out)	(5,278,036)	(4,963,905)		(5,757,574)	(3,358,558)		(6,098,758)		(341,184)
TOTAL FUND BALANCE	\$ 5,484,351	\$ 6,189,395	113%	\$ 8,433,816	\$ 9,360,905	111%	\$ 10,403,028	123%	\$ 1,969,212

- A** Collections coming in higher than budgeted
- B** Payments to COVA based on a percent of TRT collections
- C** Contracted services with the Finance Department for operating TRT program
- D** The balance of the 1% F&E TRT is transferred to F&E reserves



Budget to Actuals Report

ARPA – Fund 200

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest	-	14,137		-	63,607		109,180		109,180
State & Local Coronavirus Fiscal Recovery Funds	19,000,000	32,136	0%	19,000,000	19,167,541	101%	38,000,000	200%	19,000,000
TOTAL RESOURCES	19,000,000	46,273	0%	19,000,000	19,231,147	101%	38,109,180	201%	19,109,180

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Services to Disproportionately Impacted Communities	-	-		19,444,050	102,276	1%	19,444,050	100%
Administrative	19,000,000	-	0%	11,290,766	41,866	0%	11,290,766	100%	- C
Negative Economic Impacts	-	-		3,050,000	-	0%	3,050,000	100%	- D
Public Health	-	32,136	999%	2,165,184	1,796,187	83%	2,165,184	100%	- E
Infrastructure	-	-		2,050,000	375,000	18%	2,050,000	100%	- F
TOTAL REQUIREMENTS	19,000,000	32,136	0%	38,000,000	2,315,328	6%	38,000,000	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	-	-		19,000,000	14,137	0%	14,137	0%
Resources over Requirements	-	14,137		(19,000,000)	16,915,819		109,180		19,109,180
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	-	\$ 14,137	999%	-	\$ 16,929,956	999%	\$ 123,317	999%	\$ 123,317

- A** The revenue received in FY21, but unspent at 06.30.21, was recorded as Deferred Revenue and recognized in FY22
- B** Includes \$6.77M in childcare/early education funding, \$6.9M in housing support for unhoused persons and over \$7.3M in affordable housing projects
- C** Administration holds the balance of the ARPA funds, as well as an approved budget analyst for ARPA reporting and administration
- D** Majority of funding is for food programs and \$100K in support of the Ronald McDonald House
- E** 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
- F** Consists of modernization of irrigation systems, Terrebonne wastewater system, and a regional broadband infrastructure needs and assessment



Budget to Actuals Report

Justice Court - Fund 220

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Court Fines & Fees	488,750	500,818	102%	550,000	280,767	51%	550,000	100%	-
Miscellaneous	-	736		737	-	0%	737	100%	-
Interest on Investments	1,100	9	1%	95	22	23%	30	32%	(65)
TOTAL RESOURCES	489,850	501,563	102%	550,832	280,789	51%	550,767	100%	(65)

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Personnel Services	531,006	519,650	98%	542,209	316,184	58%	542,209	100%	-
Materials and Services	152,502	131,276	86%	158,933	86,473	54%	158,933	100%	- ^A
TOTAL REQUIREMENTS	683,508	650,926	95%	701,142	402,657	57%	701,142	100%	-

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In - TRT	-	-		205,956	120,141	58%	205,956	100%	-
Transfers In- General Fund	107,235	111,521	104%	-	-		-		-
TOTAL TRANSFERS	107,235	111,521	104%	205,956	120,141	58%	205,956	100%	-

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	144,227	37,842	26%	-	-		-		0
Resources over Requirements	(193,658)	(149,363)		(150,310)	(121,869)		(150,375)		(65)
Net Transfers - In (Out)	107,235	111,521		205,956	120,141		205,956		-
TOTAL FUND BALANCE	\$ 57,804	-	0%	\$ 55,646	(\$ 1,728)	-3%	\$ 55,581	100%	(\$65)

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



Budget to Actuals Report

Sheriff's Office - Fund 255

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
LED #1 Property Tax Current	27,476,763	27,912,029	102%	28,448,529	27,200,638	96%	28,467,681	100%	19,152 A
LED #2 Property Tax Current	11,092,307	11,269,119	102%	11,813,562	11,286,675	96%	11,824,026	100%	10,464 A
Sheriff's Office Revenues	4,259,128	4,693,854	110%	3,993,964	2,411,337	60%	4,084,166	102%	90,202
LED #1 Property Tax Prior	280,000	579,513	207%	330,000	185,294	56%	330,000	100%	-
LED #1 Interest	101,100	170,066	168%	147,416	52,616	36%	73,350	50%	(74,066)
LED #2 Property Tax Prior	120,000	194,726	162%	145,000	76,103	52%	145,000	100%	-
LED #2 Interest	120,000	72,488	60%	69,274	13,591	20%	16,860	24%	(52,414)
LED #1 Foreclosed Properties	-	33,522	-	-	-	-	-	-	-
LED #2 Foreclosed Properties	-	13,534	-	-	-	-	-	-	-
TOTAL RESOURCES	43,449,298	44,938,851	103%	44,947,745	41,226,254	92%	44,941,083	100%	(6,662)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Sheriff's Services	3,864,843	4,435,626	115%	4,002,499	2,394,864	60%	4,072,144	102%
Civil/Special Units	1,232,618	1,083,411	88%	1,154,204	643,151	56%	1,135,791	98%	18,413
Automotive/Communications	3,312,477	3,184,547	96%	3,576,342	1,729,158	48%	3,481,098	97%	95,244
Detective	2,515,536	2,546,467	101%	3,029,130	1,854,661	61%	3,124,175	103%	(95,045)
Patrol	13,284,465	13,388,793	101%	14,015,461	7,507,203	54%	13,377,975	95%	637,486
Records	1,038,130	954,506	92%	1,025,023	446,908	44%	804,196	78%	220,827
Adult Jail	20,347,342	18,424,567	91%	21,033,697	10,861,722	52%	19,812,947	94%	1,220,750
Court Security	490,401	413,143	84%	444,617	247,574	56%	430,409	97%	14,208
Emergency Services	543,565	886,331	163%	789,912	380,552	48%	723,035	92%	66,877
Special Services	2,052,586	1,787,984	87%	1,775,588	1,215,956	68%	2,122,159	120%	(346,571)
Training	1,156,993	1,186,921	103%	1,626,207	928,207	57%	1,696,014	104%	(69,807)
Other Law Enforcement	1,328,675	1,331,363	100%	1,389,684	895,361	64%	1,583,681	114%	(193,997)
Non - Departmental	95,589	1,589	2%	299,998	-	0%	299,998	100%	-
TOTAL REQUIREMENTS	51,263,220	49,625,248	97%	54,162,360	29,105,318	54%	52,663,620	97%	1,498,740

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer In - TRT	3,151,787	3,151,787	100%	3,651,787	2,130,205	58%	3,651,787	100%
Transfer In - General Fund	240,290	240,290	100%	121,950	71,134	58%	121,950	100%	-
Transfers Out - Debt Service	(273,000)	(272,128)	100%	(273,000)	(67,495)	25%	(273,000)	100%	-
TOTAL TRANSFERS	3,119,077	3,119,949	100%	3,500,737	2,133,844	61%	3,500,737	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	18,676,167	18,832,967	101%	17,874,511	17,266,520	97%	17,266,520	97%
Resources over Requirements	(7,813,922)	(4,686,396)	-	(9,214,615)	12,120,936	-	(7,722,537)	-	1,492,078
Net Transfers - In (Out)	3,119,077	3,119,949	-	3,500,737	2,133,844	-	3,500,737	-	-
TOTAL FUND BALANCE	\$ 13,981,322	\$ 17,266,520	123%	\$ 12,160,633	\$ 31,521,299	259%	\$ 13,044,720	107%	\$884,087

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

A Current year taxes received primarily in November, February and May; actual FY21-22 TAV is 5.58% over FY20-21 vs. 5.40% budgeted



Budget to Actuals Report

Health Services - Fund 274

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	15,156,802	14,869,697	98%	17,097,017	11,867,841	69%	18,597,887	109%	1,500,870
OHP Capitation	8,279,406	8,403,083	101%	8,947,837	6,866,603	77%	11,375,128	127%	2,427,291
State Miscellaneous	2,850,731	3,493,477	123%	4,129,465	2,320,215	56%	3,805,385	92%	(324,080)
Federal Grants	4,833,096	5,641,391	117%	3,633,483	1,796,869	49%	4,503,293	124%	869,810
OHP Fee for Service	3,265,627	3,877,425	119%	3,627,151	1,514,886	42%	2,676,724	74%	(950,427)
CCBHC Grant	-	-	-	2,627,291	-	0%	200,000	8%	(2,427,291)
Local Grants	3,639,059	3,829,781	105%	1,936,838	1,968,310	102%	2,539,901	131%	603,063
Environmental Health Fees	1,091,652	1,106,707	101%	1,086,019	926,648	85%	1,172,109	108%	86,090
Medicaid	350,491	933,393	266%	1,014,100	469,297	46%	804,509	79%	(209,591)
Other	965,971	1,106,718	115%	884,036	426,692	48%	835,452	95%	(48,584)
Patient Fees	672,995	483,754	72%	468,415	322,334	69%	548,212	117%	79,797
Vital Records	237,296	317,189	134%	280,000	183,503	66%	351,395	125%	71,395
Divorce Filing Fees	173,030	173,030	100%	173,030	178,331	103%	178,331	103%	5,301
State - Medicare	210,287	217,833	104%	172,200	126,184	73%	215,863	125%	43,663
Liquor Revenue	99,500	158,977	160%	157,000	96,561	62%	177,575	113%	20,575
Interest on Investments	147,400	153,426	104%	156,549	56,763	36%	93,450	60%	(63,099)
State Shared- Family Planning	155,000	146,074	94%	152,634	63,294	41%	99,852	65%	(52,782)
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	127,000	100%	127,000	100%	-
State - Medicaid/Medicare	952,220	882,600	93%	843,050	375,911	45%	644,418	76%	(198,632)
TOTAL RESOURCES	43,207,563	45,921,554	106%	47,513,115	29,687,241	62%	48,946,484	103%	1,433,369

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Administration Allocation	-	-	-	-	-	-	-	-
Personnel Services	37,622,192	35,975,598	96%	43,690,850	22,402,365	51%	39,928,524	91%	3,762,326
Materials and Services	14,523,515	13,886,895	96%	13,963,434	6,727,394	48%	14,230,834	102%	(267,400)
Capital Outlay	139,467	131,664	94%	131,000	27,376	21%	129,308	99%	1,692
TOTAL REQUIREMENTS	52,285,174	49,994,157	96%	57,785,284	29,157,134	50%	54,288,666	94%	3,496,618

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- General Fund	5,472,710	5,472,710	100%	5,909,168	3,446,975	58%	5,909,168	100%
Transfers In - TRT	406,646	406,646	100%	444,417	259,238	58%	444,417	100%	-
Transfers In- OHP Mental Health	2,379,865	1,298,965	55%	-	-	-	-	-	-
Transfers Out	(232,908)	(232,908)	100%	(230,755)	(134,577)	58%	(230,755)	100%	-
TOTAL TRANSFERS	8,026,313	6,945,413	87%	6,122,830	3,571,637	58%	6,122,830	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	6,778,564	7,817,166	115%	10,033,946	10,689,975	107%	10,689,976	107%
Resources over Requirements	(9,077,611)	(4,072,603)	-	(10,272,169)	530,107	-	(5,342,182)	-	4,929,987
Net Transfers - In (Out)	8,026,313	6,945,413	87%	6,122,830	3,571,637	58%	6,122,830	100%	-
TOTAL FUND BALANCE	\$ 5,727,266	\$ 10,689,975	187%	\$ 5,884,607	\$ 14,791,719	251%	\$ 11,470,624	195%	\$5,586,017



Budget to Actuals Report

Health Services - Admin - Fund 274

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Federal Grants	1,237,245	2,636,157	213%	768,843	348,441	45%	1,340,510	174%	571,667
State Grant	-	-	-	637,740	710,308	111%	824,532	129%	186,792
CCBHC Grant	-	-	-	486,804	-	0%	35,961	7%	(450,843)
Interest on Investments	147,400	153,426	104%	156,549	56,763	36%	93,450	60%	(63,099)
Other	14,391	12,622	88%	9,200	10,348	112%	12,768	139%	3,568
OHP Capitation	-	-	-	-	74,884	-	436,443	-	436,443
State Miscellaneous	-	347,105	-	-	-	-	-	-	-
TOTAL RESOURCES	1,399,036	3,149,311	225%	2,059,136	1,200,745	58%	2,743,664	133%	684,528

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Personnel Services	5,914,729	5,679,486	96%	6,784,607	3,274,583	48%	5,836,201	86%	948,406
Materials and Services	4,991,353	6,435,511	129%	5,872,706	3,320,492	57%	6,644,581	113%	(771,875)
Administration Allocation	(9,645,743)	(9,645,743)	100%	(10,162,921)	(5,028,475)	49%	(10,188,901)	100%	25,980
TOTAL REQUIREMENTS	1,260,339	2,469,254	196%	2,494,392	1,566,601	63%	2,291,881	92%	202,511

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers Out	(232,908)	(232,908)	100%	(219,794)	(128,183)	58%	(219,794)	100%	-
TOTAL TRANSFERS	(232,908)	(232,908)	100%	(219,794)	(128,183)	58%	(219,794)	100%	-

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	2,772,840	3,322,793	120%	3,552,000	3,769,942	106%	3,769,942	106%	217,942
Resources over Requirements	138,696	680,056	-	(435,256)	(365,856)	-	451,783	-	887,039
Net Transfers - In (Out)	(232,908)	(232,908)	-	(219,794)	(128,183)	-	(219,794)	-	-
TOTAL FUND BALANCE	\$ 2,678,628	\$ 3,769,942	141%	\$ 2,896,950	\$ 3,275,903	113%	\$ 4,001,931	138%	\$1,104,981

- A** Federal grants are reimbursed on a quarterly basis and increase in projection over budget is due to an increase in FEMA funds to support COVID response.
- B** Projections over budget include Public Health Modernization funds approved by the Board in January 2022
- C** Increased OHP enrollment is resulting in higher than budgeted OHP Capitation payments and less than budgeted CCBHC State Grant revenues
- D** Personnel projections based on year to date vacancy savings and assume 3% moving forward
- E** Expenditures projected over budget due are related to contracts for vaccine rollout under FEMA funds, which were budgeted in Personnel



Budget to Actuals Report

Health Services - Behavioral Health - Fund 274

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	10,348,047	9,920,554	96%	11,907,014	7,579,016	64%	12,402,404	104%	495,390
OHP Capitation	8,279,406	8,403,083	101%	8,947,837	6,791,719	76%	10,938,685	122%	1,990,848
OHP Fee for Service	3,265,627	3,877,425	119%	3,627,151	1,507,868	42%	2,664,694	73%	(962,457)
Federal Grants	3,298,243	2,715,411	82%	2,725,623	1,372,399	50%	3,047,986	112%	322,363
CCBHC Grant	-	-	-	2,140,487	-	0%	164,039	8%	(1,976,448)
State Miscellaneous	1,544,455	1,285,829	83%	1,934,643	882,221	46%	1,758,933	91%	(175,710)
Local Grants	1,897,762	1,717,173	90%	1,093,055	1,098,495	100%	1,382,062	126%	289,007
Medicaid	350,491	933,393	266%	1,014,100	469,297	46%	804,509	79%	(209,591)
Other	927,605	1,076,144	116%	682,180	392,163	57%	668,310	98%	(13,870)
Patient Fees	522,300	382,906	73%	372,115	257,692	69%	438,462	118%	66,347
Divorce Filing Fees	173,030	173,030	100%	173,030	178,331	103%	178,331	103%	5,301
State - Medicare	210,287	217,833	104%	172,200	126,184	73%	215,863	125%	43,663
Liquor Revenue	99,500	158,977	160%	157,000	96,561	62%	177,575	113%	20,575
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	127,000	100%	127,000	100%	-
TOTAL RESOURCES	31,043,753	30,988,758	100%	35,073,435	20,878,945	60%	34,968,853	100%	(104,582)

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Administration Allocation	7,434,938	7,434,938	100%	7,523,855	3,734,328	50%	7,523,855	100%	-
Personnel Services	23,060,066	22,131,010	96%	26,632,065	13,837,486	52%	24,504,004	92%	2,128,061
Materials and Services	5,998,817	4,097,273	68%	4,882,963	1,896,648	39%	4,568,177	94%	314,786
Capital Outlay	125,267	106,122	85%	54,000	27,376	51%	55,376	103%	(1,376)
TOTAL REQUIREMENTS	36,619,088	33,769,343	92%	39,092,883	19,495,837	50%	36,651,412	94%	2,441,471

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Fund	2,036,117	2,036,117	100%	2,278,087	1,328,859	58%	2,278,087	100%	-
Transfers In- OHP Mental Health	2,298,179	1,217,279	53%	-	-	-	-	-	-
Transfers Out	-	-	0%	(10,961)	(6,394)	58%	(10,961)	100%	-
TOTAL TRANSFERS	4,334,296	3,253,396	75%	2,267,126	1,322,466	58%	2,267,126	100%	-

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	3,008,705	3,397,853	113%	3,612,014	3,870,664	107%	3,870,664	107%	258,650
Resources over Requirements	(5,575,335)	(2,780,585)	-	(4,019,448)	1,383,108	-	(1,682,559)	-	2,336,889
Net Transfers - In (Out)	4,334,296	3,253,396	75%	2,267,126	1,322,466	58%	2,267,126	100%	-
TOTAL FUND BALANCE	\$ 1,767,666	\$ 3,870,664	219%	\$ 1,859,692	\$ 6,576,237	354%	\$ 4,455,231	240%	\$2,595,539

- A** Additional funds received for Aid & Assist (\$285K), Parent Child Interactive Therapy (\$78K) and School Based Health Centers (\$22K)
- B** Increased OHP enrollment is resulting in higher than budgeted OHP Capitation payments and less than budgeted CCBHC State Grant revenues. CCBHC Grant is reimbursed on a quarterly basis.
- C** A high vacancy rate and reduction in services is leading to less than budgeted fee for services
- D** Projections include an extension of unspent funds for the Crisis Program's Bureau of Justice Assistance and SAMHSA CCBHC Expansion grants
- E** Reduction in projected revenue associated with the I/DD local match program
- F** Carryforward of unspent FY21 COHC Crisis Services Grant and Choice Model funds. Also includes unbudgeted 2020 Q1 COHC Covid QIM funds.
- G** Medicaid services tracking lower than budget
- H** Personnel projections based on year to date vacancy savings and assume 6% moving forward



Budget to Actuals Report

Health Services - Public Health - Fund 274

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	4,808,755	4,949,143	103%	4,552,263	3,578,517	79%	5,370,951	118%	818,688 A
State Miscellaneous	1,306,276	1,860,543	142%	2,194,822	1,437,994	66%	2,046,452	93%	(148,370)
Environmental Health Fees	1,091,652	1,106,707	101%	1,086,019	926,648	85%	1,172,109	108%	86,090 B
Local Grants	1,741,297	2,112,608	121%	843,783	869,815	103%	1,157,839	137%	314,056 C
Vital Records	237,296	317,189	134%	280,000	183,503	66%	351,395	125%	71,395
Other	23,975	17,952	75%	192,656	24,181	13%	154,374	80%	(38,282)
State Shared- Family Planning	155,000	146,074	94%	152,634	63,294	41%	99,852	65%	(52,782)
Federal Grants	297,609	289,822	97%	139,017	76,029	55%	114,797	83%	(24,220)
Patient Fees	150,695	100,848	67%	96,300	64,642	67%	109,750	114%	13,450
OHP Fee for Service	-	-	-	-	7,018	-	12,030	-	12,030
State - Medicaid/Medicare	952,220	882,600	93%	843,050	375,911	45%	644,418	76%	(198,632) D
TOTAL RESOURCES	10,764,775	11,783,485	109%	10,380,544	7,607,551	73%	11,233,967	108%	853,423

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Administration Allocation	2,210,805	2,210,805	100%	2,639,066	1,294,147	49%	2,665,046	101%	(25,980)
Personnel Services	8,647,397	8,165,103	94%	10,274,178	5,290,296	51%	9,588,319	93%	685,859 E
Materials and Services	3,533,345	3,354,111	95%	3,207,765	1,510,254	47%	3,018,076	94%	189,689
Capital Outlay	14,200	25,542	180%	77,000	-	0%	73,932	96%	3,068
TOTAL REQUIREMENTS	14,405,747	13,755,560	95%	16,198,009	8,094,696	50%	15,345,373	95%	852,636

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Fund	3,436,593	3,436,593	100%	3,631,081	2,118,116	58%	3,631,081	100%	-
Transfers In - TRT	406,646	406,646	100%	444,417	259,238	58%	444,417	100%	-
Transfers In- OHP Mental Health	81,686	81,686	100%	-	-	-	-	-	-
TOTAL TRANSFERS	3,924,925	3,924,925	100%	4,075,498	2,377,354	58%	4,075,498	100%	-

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	997,019	1,096,520	110%	2,869,932	3,049,370	106%	3,049,370	106%	179,438
Resources over Requirements	(3,640,972)	(1,972,075)	-	(5,817,465)	(487,145)	-	(4,111,406)	-	1,706,059
Net Transfers - In (Out)	3,924,925	3,924,925	100%	4,075,498	2,377,354	58%	4,075,498	100%	-
TOTAL FUND BALANCE	\$ 1,280,972	\$ 3,049,370	238%	\$ 1,127,965	\$ 4,939,578	438%	\$ 3,013,462	267%	\$ 1,885,497

- A** Revenue over budget primarily due to additional state funds in Tobacco Prevention (\$61K), Oregon Mothers Care (\$75K) and WIC (\$92K), Public Health Modernization (\$544K), COVID Vaccine Delivery (\$120k), and reduction in School Based Health Center funds (\$73K).
- B** Environmental Health Fee projections updated based on 2022 prepared billing statements
- C** Includes unbudgeted 2020 Q1 COHC Covid QIM funds (\$210K)
- D** Medicaid/Medicare services tracking lower than budgeted
- E** Personnel projections based on year to date vacancy savings and assume 3% moving forward



Budget to Actuals Report

Community Development - Fund 295

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Admin - Operations	137,450	152,710	111%	138,716	80,174	58%	144,716	104%	6,000
Code Compliance	722,028	783,094	108%	842,906	601,438	71%	1,038,906	123%	196,000
Building Safety	3,362,450	3,921,591	117%	3,819,940	2,484,418	65%	4,266,940	112%	447,000
Electrical	720,600	915,357	127%	914,750	564,918	62%	987,600	108%	72,850
Environmental On-Site	867,700	1,118,994	129%	1,056,678	523,998	50%	1,031,178	98%	(25,500)
Current Planning	1,738,304	2,054,192	118%	1,980,521	1,209,040	61%	2,144,811	108%	164,290
Long Range Planning	703,194	741,514	105%	826,806	558,245	68%	966,675	117%	139,869
TOTAL RESOURCES	8,251,726	9,687,451	117%	9,580,316	6,022,231	63%	10,580,825	110%	1,000,509

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Admin - Operations	2,818,748	2,740,077	97%	3,137,795	1,742,243	56%	3,005,254	96%
Code Compliance	568,320	539,584	95%	617,012	316,666	51%	641,218	104%	(24,206)
Building Safety	1,867,662	1,768,376	95%	2,284,444	1,177,446	52%	2,120,437	93%	164,007
Electrical	524,979	487,253	93%	556,531	319,161	57%	549,631	99%	6,900
Environmental On-Site	634,452	639,025	101%	765,935	344,220	45%	637,068	83%	128,867
Current Planning	1,479,294	1,465,772	99%	1,769,333	904,836	51%	1,646,476	93%	122,857
Long Range Planning	580,687	446,049	77%	847,839	299,112	35%	702,139	83%	145,700
TOTAL REQUIREMENTS	8,474,142	8,086,137	95%	9,978,889	5,103,684	51%	9,302,223	93%	676,666

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - General Fund	100,000	-	0%	290,000	157,992	54%	290,000	100%
Transfers In - CDD Electrical Reserve	93,264	-	0%	-	-	-	-	-	-
Transfers Out	(100,518)	(100,518)	100%	(99,360)	(57,939)	58%	(99,360)	100%	-
Transfers Out - CDD Reserve	(148,226)	(1,004,480)	678%	(461,262)	(614,059)	133%	(1,217,039)	264%	(755,777)
TOTAL TRANSFERS	(55,480)	(1,104,998)	999%	(270,622)	(514,006)	190%	(1,026,399)	379%	(755,777)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,012,694	1,253,356	124%	1,432,367	1,749,533	122%	1,749,673	122%
Resources over Requirements	(222,416)	1,601,315	-	(398,573)	918,547	-	1,278,602	-	1,677,175
Net Transfers - In (Out)	(55,480)	(1,104,998)	-	(270,622)	(514,006)	-	(1,026,399)	-	(755,777)
TOTAL FUND BALANCE	\$ 734,798	\$ 1,749,673	238%	\$ 763,172	\$ 2,154,074	282%	\$ 2,001,876	262%	\$1,238,704

- A** YTD revenue collection is higher than anticipated due to increased building valuations
- B** YTD revenue collection is higher than anticipated due to permitting volume and increased building valuations
- C** Projections reflect unfilled FTE
- D** Transfer out projection increased as Building Safety and Electrical revenues are anticipated to be higher than budget as well as underspending due to unfilled positions



Budget to Actuals Report

Road - Fund 325

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Motor Vehicle Revenue	14,810,507	17,342,054	117%	17,485,000	11,569,923	66%	19,000,000	109%	1,515,000	A
Federal - PILT Payment	1,690,574	2,061,977	122%	2,096,751	2,195,918	105%	2,195,918	105%	99,167	B
Other Inter-fund Services	1,114,070	1,198,004	108%	1,221,632	260,934	21%	1,221,632	100%	-	
Forest Receipts	723,085	660,298	91%	627,207	-	0%	640,441	102%	13,234	C
Cities-Bend/Red/Sis/La Pine	385,000	627,694	163%	560,000	170,789	30%	310,000	55%	(250,000)	D
Sale of Equip & Material	396,000	333,109	84%	449,150	246,156	55%	449,150	100%	-	
Miscellaneous	54,000	73,562	136%	67,340	43,646	65%	67,546	100%	206	E
Mineral Lease Royalties	60,000	51,642	86%	60,000	7,414	12%	50,000	83%	(10,000)	C
Interest on Investments	114,000	65,094	57%	59,109	32,333	55%	56,310	95%	(2,799)	F
Assessment Payments (P&I)	8,000	24,578	307%	3,460	3,107	90%	5,395	156%	1,935	F
State Miscellaneous	-	7,048		-	-		20,000		20,000	G
Federal Reimbursements	1,325,874	1,093,866	83%	-	-		-		-	
TOTAL RESOURCES	20,681,110	23,538,925	114%	22,629,649	14,530,220	64%	24,016,392	106%	1,386,743	

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Personnel Services	6,709,180	6,422,847	96%	6,916,229	3,865,518	56%	6,716,773	97%	199,456	H
Materials and Services	7,753,525	6,065,466	78%	7,843,400	3,506,722	45%	7,892,013	101%	(48,613)	I
Capital Outlay	50,500	17,944	36%	264,500	81,276	31%	257,115	97%	7,386	F
TOTAL REQUIREMENTS	14,513,205	12,506,257	86%	15,024,128	7,453,516	50%	14,865,900	99%	158,228	

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Transfers Out	(6,683,218)	(6,683,218)	100%	(11,757,547)	(6,985,536)	59%	(11,757,547)	100%	-	
TOTAL TRANSFERS	(6,683,218)	(6,683,218)	100%	(11,757,547)	(6,985,536)	59%	(11,757,547)	100%	-	

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Beginning Fund Balance	2,695,786	4,217,071	156%	6,383,832	8,566,521	134%	8,566,521	134%	2,182,690	
Resources over Requirements	6,167,905	11,032,669		7,605,521	7,076,704		9,150,492		1,544,971	
Net Transfers - In (Out)	(6,683,218)	(6,683,218)		(11,757,547)	(6,985,536)		(11,757,547)		-	
TOTAL FUND BALANCE	\$ 2,180,473	\$ 8,566,521	393%	\$ 2,231,806	\$ 8,657,690	388%	\$ 5,959,467	267%	\$3,727,661	

- A** Updated based on YTD actuals trending higher than budgeted
- B** Actual payment higher than budget
- C** Based on revised projections from State
- D** City of Bend work will not happen this FY
- E** Parking Fees for Judicial Trailer increased over budget
- F** Updated based on YTD actuals
- G** New grant for Terrebonne WW Feasibility Study
- H** Projected Personnel savings based on FY22 savings to date
- I** Fuel costs trending higher than budgeted due to price increases



Budget to Actuals Report

Adult P&P - Fund 355

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
DOC Grant in Aid SB 1145	4,621,780	4,621,782	100%	4,202,885	3,550,840	84%	4,734,453	113%	531,568
CJC Justice Reinvestment	797,504	793,044	99%	781,597	446,019	57%	871,753	112%	90,156
DOC Measure 57	239,005	264,005	110%	255,545	244,606	96%	244,606	96%	(10,939)
Probation Supervision Fees	170,000	189,458	111%	170,000	3,606	2%	3,607	2%	(166,393)
State Miscellaneous	-	18,453		138,000	34,559	25%	123,453	89%	(14,547)
DOC-Family Sentence Alt	-	-		118,250	58,958	50%	59,250	50%	(59,000)
Gen Fund/Crime Prevention	50,000	50,000	100%	50,000	50,000	100%	50,000	100%	-
Interfund- Sheriff	50,000	55,000	110%	50,000	32,083	64%	50,000	100%	-
Interest on Investments	37,700	43,276	115%	45,193	10,389	23%	17,010	38%	(28,183)
Oregon BOPPPS	-	-		24,281	-	0%	24,281	100%	-
Electronic Monitoring Fee	10,000	3,973	40%	2,500	236	9%	300	12%	(2,200)
Probation Work Crew Fees	2,000	600	30%	1,500	-	0%	-	0%	(1,500)
Miscellaneous	1,000	579	58%	500	305	61%	500	100%	-
State Subsidy	16,298	-	0%	-	-		-		-
TOTAL RESOURCES	5,995,287	6,040,170	101%	5,840,250	4,431,601	76%	6,179,212	106%	338,962

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	5,157,473	4,950,715	96%	5,379,503	2,807,982	52%	4,809,004	89%	570,499
Materials and Services	1,923,795	1,414,886	74%	1,700,412	739,772	44%	1,683,237	99%	17,175
TOTAL REQUIREMENTS	7,081,268	6,365,601	90%	7,079,915	3,547,754	50%	6,492,241	92%	587,674

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Funds	285,189	285,189	100%	662,046	386,190	58%	662,046	100%	-
Transfer to Vehicle Maint	(97,693)	(97,693)	100%	(190,974)	(111,401)	58%	(190,974)	100%	-
TOTAL TRANSFERS	187,496	187,496	100%	471,072	274,789	58%	471,072	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	2,714,814	3,119,990	115%	2,739,775	2,982,055	109%	2,982,055	109%	242,280
Resources over Requirements	(1,085,981)	(325,431)		(1,239,665)	883,847		(313,029)		926,636
Net Transfers - In (Out)	187,496	187,496		471,072	274,789		471,072		-
TOTAL FUND BALANCE	\$ 1,816,329	\$ 2,982,055	164%	\$ 1,971,182	\$ 4,140,691	210%	\$ 3,140,098	159%	\$1,168,916

- A** State Dept. of Corrections and related allocations were approved at higher levels than budgeted
- B** State Dept. of Corrections and related allocations were approved at lower levels than budgeted
- C** State law terminates probation supervision related fees as of 1/1/22. The department ceased collection on 7/1/21 and Dept of Revenue has closed any preexisting garnished accounts.
- D** Criminal Justice Commission Adult Treatment Court final grant award was less than budgeted
- E** Final payments from electronic monitoring clients prior to when the division shifted to a contract program received and Dept of Revenue has closed any garnished accounts
- F** Projected Personnel savings based on FY22 average vacancy rate of 9.3%
- G** Projected underspending based on FY22 trends



Budget to Actuals Report

Road CIP - Fund 465

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Miscellaneous	2,258,100	2,670,996	118%	2,191,461	-	0%	50,000	2%	(2,141,461) A
Interest on Investments	209,700	271,831	130%	279,729	73,505	26%	123,450	44%	(156,279) B
TOTAL RESOURCES	2,467,800	2,942,827	119%	2,471,190	73,504	3%	173,450	7%	(2,297,740)

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Materials and Services	158,465	158,465	100%	109,870	64,091	58%	109,870	100%	-
Capital Outlay	19,877,585	11,583,557	58%	29,612,821	5,620,864	19%	25,756,119	87%	3,856,702 C
TOTAL REQUIREMENTS	20,036,050	11,742,022	59%	29,722,691	5,684,955	19%	25,865,989	87%	3,856,702

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In	7,517,657	6,819,612	91%	12,193,917	4,772,011	39%	12,193,917	100%	-
TOTAL TRANSFERS	7,517,657	6,819,612	91%	12,193,917	4,772,011	39%	12,193,917	100%	-

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	23,154,407	25,512,586	110%	20,374,044	23,533,004	116%	23,533,004	116%	3,158,960
Resources over Requirements	(17,568,250)	(8,799,195)		(27,251,501)	(5,611,451)		(25,692,539)		1,558,962
Net Transfers - In (Out)	7,517,657	6,819,612		12,193,917	4,772,011		12,193,917		-
TOTAL FUND BALANCE	\$ 13,103,814	\$ 23,533,004	180%	\$ 5,316,460	\$ 22,693,564	427%	\$ 10,034,382	189%	\$ 4,717,922

- A** Revised ODOT funding agreement reduces revenue and offsetting expense for Terrebonne Refinement Plan by \$1.7 million. COVID 19 relief funding budgeted in FY 22 was received in FY 21. Reimbursable work will be reduced to \$50k with remainder being pushed to FY 22.
- B** Updated based on YTD actuals
- C** Updated based on anticipated completion of projects in FY22 coming in under budget or delayed to FY23



Budget to Actuals Report

02/28/2022 Item #7.

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

58.3%

FY22 YTD January 31, 2021 (unaudited)

Year Completed

Fiscal Year 2022						
	Budget	Actuals	%	Projection	%	\$ Variance
Terrebonne Refinement Plan	\$ 10,000,000	\$ -	0%	\$ 8,346,405	83%	\$ 1,653,595
Tumalo Road / Tumalo Place	-	67,998		74,870		(74,870)
Old Bend Rdm/Tumalo Rd Inter	-	16,907		16,907		(16,907)
NE Negus and 17TH	2,363,532	2,134,966	90%	2,144,966	91%	218,566
Hunnel Rd: Loco Rd to Tumalo Rd	2,168,940	14,396	1%	918,137	42%	1,250,803
Transportation System Plan Update	108,510	64,899	60%	165,318	152%	(56,808)
Gribbling Rd Bridge	279,575	-	0%	50,000	18%	229,575
Terrebonne Wastewater Feasibility St.	-	30,462		111,092		(111,092)
Rickard Rd: Groff Rd to US 20	1,716,142	1,391,051	81%	1,391,051	81%	325,091
Paving Powell Butte Hwy	931,140	1,319,374	142%	1,319,612	142%	(388,472)
Smith Rock Way Bridge Replace	505,000	253	0%	50,000	10%	455,000
Deschutes Mkt Rd/Hamehook Round	671,000	60,998	9%	564,000	84%	107,000
Paving Cottonwood: Us 97 To BSNF RR	618,144	499,075	81%	499,075	81%	119,069
Paving Desch Mkt Rd: Yeoman Hamehoo	310,838	-	0%	-	0%	310,838
Paving Alfalfa Mkt Rd: Mp 4 Dodds	265,000	-	0%	265,000	100%	-
Paving Of Hamby Rd: Us 20 To Butler	200,000	-	0%	410,000	205%	(210,000)
Powell Butte Hwy/Butler Market RB	150,000	248	0%	60,000	40%	90,000
Wilcox Ave Bridge #2171-03 Replacem	100,000	-	0%	-	0%	100,000
US 20: Cook Ave/OB Riley Rd (Tumalo	6,700,000	-	0%	6,700,000	100%	-
US 20: Tumalo Multi-Use Path Crossing	1,250,000	-		1,200,000	96%	50,000
Highway Warning Systems 2021	-	20,018		69,286		(69,286)
Tumalo Wastewater Feasibility Study	-	219		50,000		(50,000)
FY 22 Guardrail Improvements	100,000	-	0%	120,400	120%	(20,400)
Redmond District Local Roads	500,000	-		500,000	100%	-
Bend District Local Roads	500,000	-	0%	500,000	100%	-
Sidewalk Ramp Improvements	75,000	-	0%	120,000	160%	(45,000)
Signage Improvements	100,000	-	0%	110,000	110%	(10,000)
TOTAL CAPITAL	\$ 29,612,821	\$ 5,620,864	19%	\$ 25,756,119	87%	\$ 3,856,702



Budget to Actuals Report

Solid Waste - Fund 610

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Franchise Disposal Fees	6,630,625	6,764,888	102%	7,124,000	4,114,978	58%	7,124,000	100%	- A
Private Disposal Fees	2,491,617	2,985,124	120%	2,827,000	1,874,616	66%	2,827,000	100%	- A
Commercial Disp. Fee	2,319,792	2,830,984	122%	2,686,000	1,712,758	64%	2,686,000	100%	- A
Yard Debris	216,761	301,824	139%	300,000	162,802	54%	284,000	95%	(16,000) B
Franchise 3% Fees	280,000	389,402	139%	290,000	148,161	51%	334,000	115%	44,000 C
Miscellaneous	88,096	102,595	116%	55,000	43,590	79%	70,200	128%	15,200 D
Interest	23,700	42,794	181%	41,599	18,160	44%	31,460	76%	(10,139)
Special Waste	15,000	34,292	229%	15,000	32,818	219%	35,000	233%	20,000 E
Recyclables	12,000	11,180	93%	12,000	8,426	70%	12,000	100%	-
Leases	1	1	100%	1	-	0%	1	100%	-
Equip & Material	-	200		-	-		-		-
TOTAL RESOURCES	12,077,592	13,463,285	111%	13,350,600	8,116,308	61%	13,403,661	100%	53,061

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	2,518,594	2,510,986	100%	2,754,132	1,487,594	54%	2,754,132	100%
Materials and Services	5,227,119	4,705,435	90%	5,651,103	2,526,257	45%	5,651,103	100%	-
Capital Outlay	162,500	29,523	18%	53,141	65,708	124%	91,305	172%	(38,164) F
Debt Service	945,000	861,354	91%	1,251,615	271,269	22%	1,251,615	100%	- G
TOTAL REQUIREMENTS	8,853,213	8,107,298	92%	9,709,991	4,350,829	45%	9,748,155	100%	(38,164)

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	SW Capital & Equipment Reserve	(3,684,280)	(3,684,280)	100%	(6,029,323)	(3,014,141)	50%	(6,029,323)	100%
TOTAL TRANSFERS	(3,684,280)	(3,684,280)	100%	(6,029,323)	(3,014,141)	50%	(6,029,323)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,179,819	2,285,566	194%	2,972,234	3,957,273	133%	3,957,273	133%
Resources over Requirements	3,224,379	5,355,987		3,640,609	3,765,480		3,655,506		14,897
Net Transfers - In (Out)	(3,684,280)	(3,684,280)		(6,029,323)	(3,014,141)		(6,029,323)		-
TOTAL FUND BALANCE	\$ 719,918	\$ 3,957,273	550%	\$ 583,520	\$ 4,708,612	807%	\$ 1,583,456	271%	\$999,936

- A** Fiscal YTD disposal tons are typically higher in the summer with reductions in winter. YTD volumes are running over 9% higher than last year-to-date
- B** Revenue is seasonal with higher utilization in summer months; there is a 10% reduction when comparing this fiscal YTD to the abnormally high volumes of last year-to-date
- C** Annual fees due April 15, 2022; received year-to-date monthly installments from Republic
- D** FY22 projection includes the unbudgeted sale of a utility terrain vehicle and electricity capital credits; miscellaneous tire and appliance revenue is slightly exceeding budget
- E** Revenue source is unpredictable and dependent on special clean-up projects; recent large contaminated soil projects from remediation of a gas station and illegal dumping site
- F** The new 1 ton service truck and service box ordered in FY21 was rolled into FY22 due to delayed availability
- G** Principal and interest payments due in Nov and May for existing debt; budget includes an interest estimate for funding the Negus Transfer Station



Budget to Actuals Report

Fair & Expo - Fund 615

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Events Revenue	625,000	1,194,701	191%	578,000	371,588	64%	658,000	114%	80,000
Food & Beverage	548,500	209,297	38%	513,500	257,754	50%	525,000	102%	11,500
Rights & Signage	125,000	62,500	50%	105,000	7,000	7%	61,000	58%	(44,000)
Storage	75,000	77,897	104%	77,500	25,175	32%	65,000	84%	(12,500)
Horse Stall Rental	52,000	11,378	22%	71,500	48,827	68%	60,000	84%	(11,500)
Interfund Payment	30,000	226,786	756%	30,000	17,500	58%	30,000	100%	-
Camping Fee	12,500	5,630	45%	19,500	575	3%	6,000	31%	(13,500)
Interest	(2,200)	1,051	-48%	474	3,098	654%	5,340	999%	4,866
Miscellaneous	250	2,596	999%	250	1,829	732%	2,554	999%	2,304
TOTAL RESOURCES	1,466,050	1,791,835	122%	1,395,724	733,346	53%	1,412,894	101%	17,170

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	840,704	1,031,160	123%	1,118,980	654,346	58%	1,118,980	100%
Personnel Services - F&B	165,518	165,801	100%	181,593	94,816	52%	162,316	89%	19,277
Materials and Services	702,149	576,528	82%	818,804	468,817	57%	805,000	98%	13,804
Materials and Services - F&B	257,600	134,431	52%	282,500	117,440	42%	240,000	85%	42,500
Debt Service	104,400	103,519	99%	103,000	56,923	55%	103,000	100%	-
TOTAL REQUIREMENTS	2,070,371	2,011,440	97%	2,504,877	1,392,342	56%	2,429,296	97%	75,581

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - Room Tax	650,000	899,310	138%	905,769	528,360	58%	1,144,598	126%
Transfers In - County Fair	-	-	-	150,000	150,000	100%	150,000	100%	-
Transfers In - Park Fund	30,000	30,000	100%	30,000	17,500	58%	30,000	100%	-
Transfers In - Room Tax (as needed)	25,744	25,744	100%	25,744	15,015	58%	25,744	100%	-
Transfers In - General Fund	200,000	200,000	100%	-	-	-	-	-	-
Transfers Out	(10,777)	(10,777)	100%	(310,777)	(181,286)	58%	(310,777)	100%	-
TOTAL TRANSFERS	894,967	1,144,277	128%	800,736	529,589	66%	1,039,565	130%	238,829

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	364,904	(1,199)	0%	750,673	923,473	123%	923,473	123%
Resources over Requirements	(604,321)	(219,605)	-36%	(1,109,153)	(658,997)	-60%	(1,016,402)	-78%	92,751
Net Transfers - In (Out)	894,967	1,144,277	128%	800,736	529,589	66%	1,039,565	130%	238,829
TOTAL FUND BALANCE	\$ 655,550	\$ 923,473	141%	\$ 442,256	\$ 794,065	180%	\$ 946,636	214%	\$504,380

A Events continue to be impacted by Covid19, and is currently experiencing abnormal revenue fluctuations. F&E continues to be fluid in adapting to changing event requirements and concerns to maximize revenue opportunities safely and responsibly.

B Projected Personnel based on savings to date

C Room tax revenue projected to be higher than budget



Budget to Actuals Report

Annual County Fair - Fund 616

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Gate Receipts	-	-		550,000	738,029	134%	738,029	134%	188,029
Concessions and Catering	-	-		385,000	526,737	137%	526,919	137%	141,919
Carnival	-	-		330,000	415,716	126%	415,717	126%	85,717
Commercial Exhibitors	-	-		110,000	85,100	77%	85,100	77%	(24,900)
Fair Sponsorship	-	-		83,500	43,025	52%	43,025	52%	(40,475)
State Grant	52,000	53,167	102%	52,000	53,167	102%	53,167	102%	1,167
R/V Camping/Horse Stall Rental	-	-		25,500	19,944	78%	19,944	78%	(5,556)
Rodeo	-	-		20,000	24,600	123%	24,600	123%	4,600
Livestock Entry Fees	-	-		4,500	-	0%	-	0%	(4,500)
Merchandise Sales	-	-		-	5,239		5,239		5,239
Interest on Investments	-	(129)	999%	-	1,628		2,800		2,800
TOTAL RESOURCES	52,000	53,038	102%	1,560,500	1,913,185	123%	1,914,539	123%	354,039

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	110,000	163,282	148%	155,959	18,277	12%	58,916	38%	97,043 ^A
Materials and Services	17,000	26,328	155%	1,312,172	1,247,589	95%	1,312,172	100%	-
TOTAL REQUIREMENTS	127,000	189,611	149%	1,468,131	1,265,866	86%	1,371,088	93%	97,043

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfer In - TRT 1%	75,000	75,000	100%	75,000	43,750	58%	75,000	100%	-
Transfer Out - Fair & Expo	-	-		(150,000)	(150,000)	100%	(150,000)	100%	-
TOTAL TRANSFERS	75,000	75,000	100%	(75,000)	(106,250)	142%	(75,000)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	-	(47,461)	999%	-	(109,033)		(109,033)		(109,033)
Resources over Requirements	(75,000)	(136,573)		92,369	647,319		543,451		451,082
Net Transfers - In (Out)	75,000	75,000		(75,000)	(106,250)		(75,000)		-
TOTAL FUND BALANCE	-	(\$ 109,033)		\$ 17,369	\$ 432,035	999%	\$ 359,418	999%	\$342,049

^A Projection reflects vacancy savings



Budget to Actuals Report

Fair & Expo Capital Reserve - Fund 617

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	14,000	8,532	61%	8,544	4,302	50%	7,090	83%	(1,454)
TOTAL RESOURCES	14,000	8,532	61%	8,544	4,302	50%	7,090	83%	(1,454)

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Materials and Services	235,000	16,910	7%	180,000	188	0%	180,000	100%	-
Capital Outlay	166,940	73,613	44%	388,000	-	0%	388,000	100%	-
TOTAL REQUIREMENTS	401,940	90,523	23%	568,000	188	0%	568,000	100%	-

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In - TRT 1%	453,158	385,418	85%	428,901	250,187	58%	531,256	124%	102,355
Transfers In - Fair & Expo	-	-	-	300,000	175,000	58%	300,000	100%	-
TOTAL TRANSFERS	453,158	385,418	85%	728,901	425,187	58%	831,256	114%	102,355

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	1,143,224	726,169	64%	1,101,663	1,029,596	93%	1,029,596	93%	(72,067)
Resources over Requirements	(387,940)	(81,991)	-	(559,456)	4,114	-	(560,910)	-	(1,454)
Net Transfers - In (Out)	453,158	385,418	-	728,901	425,187	-	831,256	-	102,355
TOTAL FUND BALANCE	\$ 1,208,442	\$ 1,029,596	85%	\$ 1,271,108	\$ 1,458,898	115%	\$ 1,299,942	102%	\$28,834

A Capital Outlay appropriations are a placeholder should viable projects be recommended and approved for construction



Budget to Actuals Report

RV Park - Fund 618

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
RV Park Fees < 31 Days	400,200	620,655	155%	475,000	277,814	58%	603,525	127%	128,525
RV Park Fees > 30 Days	12,000	13,886	116%	10,500	6,057	58%	12,854	122%	2,354
Washer / Dryer	4,000	5,295	132%	5,000	2,167	43%	4,200	84%	(800)
Miscellaneous	2,250	2,679	119%	2,500	2,207	88%	3,395	136%	895
Vending Machines	3,000	1,229	41%	2,500	876	35%	1,502	60%	(998)
Interest on Investments	7,600	1,636	22%	2,024	336	17%	610	30%	(1,414)
Cancellation Fees	5,500	8,825	160%	-	8,152	-	13,820	-	13,820
Good Sam Membership Fee	1,500	-	0%	-	-	-	-	-	-
TOTAL RESOURCES	436,050	654,204	150%	497,524	297,609	60%	639,906	129%	142,382

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	-	-	-	113,956	58	0%	38,051	33%
Materials and Services	321,402	291,093	91%	216,305	168,017	78%	277,231	128%	(60,926) B
Debt Service	222,500	221,874	100%	165,927	162,573	98%	165,927	100%	-
TOTAL REQUIREMENTS	543,902	512,967	94%	496,188	330,649	67%	481,209	97%	14,979

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - Park Fund	160,000	160,000	100%	160,000	160,000	100%	160,000	100%
Transfers In - TRT Fund	25,000	20,000	80%	20,000	11,662	58%	20,000	100%	-
Transfer Out - RV Reserve	(621,628)	(549,173)	88%	(132,042)	(77,021)	58%	(132,042)	100%	-
TOTAL TRANSFERS	(436,628)	(369,173)	85%	47,958	94,641	197%	47,958	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	587,992	227,936	39%	-	-	-	-	-
Resources over Requirements	(107,852)	141,237	-	1,336	(33,040)	-	158,697	-	157,361
Net Transfers - In (Out)	(436,628)	(369,173)	-	47,958	94,641	-	47,958	-	-
TOTAL FUND BALANCE	\$ 43,512	-	0%	\$ 49,294	\$ 61,601	125%	\$ 206,655	419%	\$157,361

- A** New FTE added to the FY22 budget, which has not been filled; projection assumes position is filled in March
- B** M&S projected to exceed budget because of the temporary help needed until FTE is filled



Budget to Actuals Report

RV Park Reserve - Fund 619

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	1,100	7,787	708%	7,546	3,715	49%	6,250	83%	(1,296)
TOTAL RESOURCES	1,100	7,787	708%	7,546	3,715	49%	6,250	83%	(1,296)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Capital Outlay	100,000	-	0%	100,000	-	0%	20,000	20%
TOTAL REQUIREMENTS	100,000	-	0%	100,000	-	0%	20,000	20%	80,000

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer In - RV Park Ops	621,628	549,173	88%	132,042	77,021	58%	132,042	100%
TOTAL TRANSFERS	621,628	549,173	88%	132,042	77,021	58%	132,042	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	490,000	497,466	102%	784,466	1,054,426	134%	1,054,426	134%
Resources over Requirements	(98,900)	7,787		(92,454)	3,715		(13,750)		78,704
Net Transfers - In (Out)	621,628	549,173		132,042	77,021		132,042		-
TOTAL FUND BALANCE	\$ 1,012,728	\$ 1,054,426	104%	\$ 824,054	\$ 1,135,162	138%	\$ 1,172,718	142%	\$348,664

^A Capital Outlay appropriations are a placeholder and the full budgeted amount is not expected to be spent this year



Budget to Actuals Report

Risk Management - Fund 670

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Workers' Compensation	1,188,848	1,224,408	103%	1,120,766	712,707	64%	1,120,766	100%	-
General Liability	990,628	963,201	97%	944,278	548,785	58%	944,278	100%	-
Property Damage	373,698	373,548	100%	393,546	238,929	61%	393,546	100%	-
Unemployment	323,572	315,619	98%	323,572	308,404	95%	323,572	100%	A
Vehicle	218,185	222,266	102%	227,700	132,825	58%	227,700	100%	-
Interest on Investments	87,200	100,030	115%	101,111	29,465	29%	50,450	50%	(50,661)
Claims Reimbursement	50,000	39,428	79%	25,000	12,919	52%	1,200,000	999%	1,175,000 B
Skid Car Training	30,000	270	1%	10,000	-	0%	50	1%	(9,950) C
Process Fee- Events/ Parades	1,500	810	54%	1,000	585	59%	1,000	100%	-
Miscellaneous	5	-	0%	-	180	-	200	-	200
Loss Prevention	10	-	0%	-	-	-	-	-	-
TOTAL RESOURCES	3,263,646	3,239,580	99%	3,146,973	1,984,799	63%	4,261,562	135%	1,114,589

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Workers' Compensation	1,560,000	912,395	58%	1,580,000	408,906	26%	1,400,000	89%
General Liability	1,100,000	466,547	42%	1,200,000	2,673,929	223%	3,200,000	267%	(2,000,000) D
Insurance Administration	584,104	408,666	70%	547,047	286,897	52%	547,047	100%	-
Property Damage	200,240	330,869	165%	300,245	285,864	95%	550,000	183%	(249,755) E
Unemployment	200,000	98,978	49%	200,000	62,071	31%	200,000	100%	-
Vehicle	150,000	173,925	116%	200,000	85,277	43%	200,000	100%	-
TOTAL REQUIREMENTS	3,794,344	2,391,380	63%	4,027,292	3,802,944	94%	6,097,047	151%	(2,069,755)

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers Out - Vehicle Replace	(3,500)	(3,500)	100%	(3,500)	(2,037)	58%	(3,500)	100%
TOTAL TRANSFERS	(3,500)	(3,500)	100%	(3,500)	(2,037)	58%	(3,500)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	7,000,000	8,676,750	124%	8,329,115	9,521,450	114%	9,521,450	114%
Resources over Requirements	(530,698)	848,200	-	(880,319)	(1,818,146)	-	(1,835,485)	-	(955,166)
Net Transfers - In (Out)	(3,500)	(3,500)	-	(3,500)	(2,037)	-	(3,500)	-	-
TOTAL FUND BALANCE	\$ 6,465,802	\$ 9,521,450	147%	\$ 7,445,296	\$ 7,701,267	103%	\$ 7,682,465	103%	\$237,169

- A** Unemployment collected on first \$25K of employee's salary in fiscal year
- B** Reimbursement from excess carrier for Kozoswki lawsuit payout
- C** Skid Car training on hold due to COVID
- D** General Liability claims paid includes the Kozoswki lawsuit payout -- part will be reimbursed by excess carrier
- E** Projection is based on YTD actuals which are high due to several vehicle crashes



Budget to Actuals Report

Health Benefits - Fund 675

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Internal Premium Charges	17,831,938	18,580,799	104%	18,767,900	11,014,708	59%	18,767,900	100%	-
COIC Premiums	1,600,000	1,642,789	103%	1,589,000	843,466	53%	1,589,000	100%	-
Employee Co-Pay	1,031,400	1,205,713	117%	1,200,000	715,537	60%	1,200,000	100%	-
Retiree / COBRA Premiums	1,035,000	958,664	93%	1,060,000	356,244	34%	610,700	58%	(449,300) A
Interest	216,200	193,598	90%	200,277	57,564	29%	98,430	49%	(101,847)
Prescription Rebates	90,000	179,184	199%	128,000	55,779	44%	128,000	100%	-
Claims Reimbursement & Other	80,000	1,073	1%	82,000	1,486,535	999%	1,500,000	999%	1,418,000 B
TOTAL RESOURCES	21,884,538	22,761,820	104%	23,027,177	14,529,833	63%	23,894,030	104%	866,853

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Health Benefits	19,937,274	19,126,362	96%	19,640,847	12,124,381	62%	19,640,847	100%
Deschutes On-Site Pharmacy	2,417,092	2,972,758	123%	2,970,575	1,463,752	49%	2,970,575	100%	- C
Deschutes On-Site Clinic	1,101,467	1,087,809	99%	1,141,829	573,887	50%	1,141,829	100%	- C
Wellness	164,340	149,145	91%	171,142	80,441	47%	171,142	100%	- C
TOTAL REQUIREMENTS	23,620,173	23,336,074	99%	23,924,393	14,242,460	60%	23,924,393	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	15,323,729	16,101,833	105%	14,772,618	15,527,580	105%	15,527,580	105%
Resources over Requirements	(1,735,635)	(574,254)		(897,216)	287,373		(30,363)		866,853
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	\$ 13,588,094	\$ 15,527,580	114%	\$ 13,875,402	\$ 15,814,952	114%	\$ 15,497,217	112%	\$ 1,621,815

- A** Experiencing a lower collection rate as some retirees have continued on the active plan as they are working in an on-call status
- B** Stop Loss insurance reimbursements for high dollar claims; invoices are trending up due to high dollar claims, but the expected amount is unknown
- C** Amounts are paid 1 month in arrears



Budget to Actuals Report

911 - Fund 705 and 710

FY22 YTD January 31, 2022 (unaudited)

02/28/2022 Item #7.

58.3%
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Property Taxes - Current Yr	9,113,459	9,350,147	103%	9,803,579	9,371,936	96%	9,809,150	100%	5,571 A
Telephone User Tax	1,106,750	1,441,364	130%	1,106,750	454,281	41%	1,330,000	120%	223,250 B
Police RMS User Fees	250,000	390,879	156%	236,576	-	0%	236,576	100%	- C
User Fee	73,000	110,978	152%	233,576	7,009	3%	233,576	100%	-
Data Network Reimbursement	55,000	96,896	176%	162,000	87,331	54%	162,000	100%	-
Contract Payments	157,252	136,638	87%	147,956	26,500	18%	147,956	100%	-
Property Taxes - Prior Yr	90,000	152,893	170%	115,000	59,833	52%	115,000	100%	-
Interest	90,400	110,233	122%	96,867	38,927	40%	60,290	62%	(36,577)
State Reimbursement	83,000	131,881	159%	60,000	15,000	25%	132,000	220%	72,000 D
Property Taxes - Jefferson Co.	33,637	36,598	109%	38,344	35,153	92%	38,344	100%	-
Miscellaneous	12,200	121,920	999%	18,658	14,674	79%	18,658	100%	-
TOTAL RESOURCES	11,064,698	12,080,426	109%	12,019,306	10,110,643	84%	12,283,550	102%	264,244

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	7,620,458	7,190,545	94%	8,005,795	4,291,912	54%	7,249,586	91%
Materials and Services	3,476,381	2,912,246	84%	3,557,212	1,994,653	56%	3,557,212	100%	-
Capital Outlay	1,480,000	431,457	29%	3,000,000	280,728	9%	3,000,000	100%	-
TOTAL REQUIREMENTS	12,576,839	10,534,248	84%	14,563,007	6,567,292	45%	13,806,798	95%	756,209

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	8,341,418	9,162,894	110%	11,850,783	10,709,072	90%	10,709,072	90%
Resources over Requirements	(1,512,141)	1,546,177		(2,543,701)	3,543,351		(1,523,248)		1,020,453
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	\$ 6,829,277	\$ 10,709,072	157%	\$ 9,307,082	\$ 14,252,423	153%	\$ 9,185,824	99%	(\$121,258)

- A** Current year taxes received primarily in November, February and May; actual FY21-22 TAV is 5.58% over FY20-21 vs. 5.40% budgeted
- B** Telephone tax increased last year and payments are received quarterly; taxes collected are trending higher than budget
- C** Invoices are mailed in the Spring
- D** State GIS reimbursements are received quarterly; additionally the State approved a final reimbursement for the 9-1-1 phone system
- E** Projected Personnel savings based on FY22 average vacancy rate of 10.3%



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 28, 2022

SUBJECT: Consideration: Deschutes River Mitigation and Enhancement Committee / Appointments

RECOMMENDED MOTION:

Move approval of the Deschutes River Mitigation and Enhancement Committee-recommended member appointments as detailed in the staff memo.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes River Mitigation & Enhancement (M&E) Committee has seven voting members appointed to three-year terms by the Deschutes County Board of County Commissioners. Four members with expired terms recently expressed interest in reappointment. The M&E Committee also nominates Ted Wise to serve on the committee as an ecological expert from Oregon Department of Fish and Wildlife (ODFW).

BUDGET IMPACTS:

None

ATTENDANCE:

Tarik Rawlings, Associate Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of County Commissioners (Board)

FROM: Tarik Rawlings, Associate Planner
Will Groves, Planning Manager

DATE: February 22, 2022

SUBJECT: Deschutes River Mitigation and Enhancement Committee / Appointments

The Deschutes River Mitigation & Enhancement (M & E) Committee has seven voting members appointed to three-year terms by the Deschutes County Board of Commissioners. Four (4) members with expired terms, Kris Knight, Patrick Griffiths, Shaun Pigott, and Craig Horrell recently expressed a desire to be reappointed. Additionally, the M & E Committee nominated Ted Wise, an ecology expert from Oregon Department of Fish and Wildlife, to fill a vacant position designated for ecology expertise.

I. BACKGROUND

In order to mitigate for its siphon hydropower project located upstream from Bill Healy Bridge in Bend, the Central Oregon Irrigation District (COID) signed an agreement with the Oregon Department of Fish and Wildlife (ODFW) on March 31, 1987. The agreement was a requirement of a County conditional use permit (CU-87-2). The goal of the agreement is to ensure that no net loss of fish, wildlife, habitats, or recreational opportunities result from construction and operation of the hydropower project. To help accomplish the goal of the agreement, managers created the Deschutes River M & E Program.

The program sets general priorities for habitat mitigation and enhancement activities based on location within the upper Deschutes River. These priorities have been further refined to target key fish spawning and rearing areas and adult fish holding areas. Other program goals are described in the M & E Program Plan. The Program is consistent with other regional and statewide plans, such as the ODFW Upper Deschutes Subbasin Fish Management Plan and the Oregon Conservation Strategy. COID is required to use a portion of the revenues generated by the power plant for enhancing river habitat and water conservation improvements in the upper Deschutes basin. The M & E Committee reviews plans developed and submitted by ODFW. The program has funded and built over 60 separate fish habitat and bank stabilization projects in the upper Deschutes River basin since 1989, in addition to several feasibility studies and monitoring projects.

The M & E Committee is made up of representative stakeholders, including: conservation organizations, ecology and fishery experts, members at large and COID. They oversee approximately \$90,000/year of funding.

II. COMMITTEE MEMBERSHIP

The following tables describe the current and proposed membership of the M&E Committee. As noted above, Staff recommends the Board reappoint Kris Knight, Patrick Griffiths, and Shaun Pigott each to a three-year term (February 28, 2025), reappoint Craig Horrell to a three-year term retroactive to February 28, 2020 (February 28, 2023), and appoint Ted Wise to a three-year term (February 28, 2025).

Voting Members		
Kate Fitzpatrick - Chair	Member at Large - Deschutes River Conservancy	<i>Term ends: February 28, 2023</i>
Patrick Griffiths	Member at Large - City of Bend Utility Department Water Resources Manager	<i>Reappointment requested</i>
Craig Horrell	COID - District Manager	<i>Reappointment requested</i>
Ted Wise	Ecology Expertise - ODFW	<i>Requested for appointment</i>
Shaun Pigott	Fisheries Expertise - Trout Unlimited	<i>Reappointment requested</i>
William Seitz	Fisheries Expertise - Retired fish and wildlife biologist	<i>Term ends: February 28, 2023</i>
Kris Knight	Conservation Organization - Upper Deschutes Watershed Council	<i>Reappointment requested</i>

Non-voting Members	
Jackson Morgan	Department of State Lands
Sam Vanlaningham	Oregon Water Resources Department
Jason Gritzner	U.S. Forest Service
Tarik Rawlings	Deschutes County - CDD

Oregon Department of Fish and Wildlife Member	
Jerry George	ODFW M & E Coordinator

III. STAFF RECCOMENDATION

Staff recommends the Board reappoint Kris Knight, Patrick Griffiths, and Shaun Pigott each to a three-year term (February 28, 2025), reappoint Craig Horrell to a three-year term retroactive to February 28, 2020 (February 28, 2023), and appoint Ted Wise to a three-year term (February 28, 2025).