BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, TUESDAY, JULY 29, 2025
Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend
(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link: http://bit.ly/3mmlnzy. ***To attend the meeting virtually via Zoom, see below.***

Citizen Input: The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing citizeninput@deschutes.org or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

Zoom Meeting Information: This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: http://bit.ly/3h3oqdD.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.

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, call (541) 388-6572 or email brenda.fritsvold@deschutes.org.

***Time estimates**: The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.*

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

***Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734.*

CONSENT AGENDA

1. Approval of Policy Updates: HR-15, GA-3, GA-21
2. Approval of a contract with Youth Villages, Inc. for pediatric mental health services
3. Approval of an intergovernmental agreement with the Oregon Department of Human Services for the funding of Developmental Disabilities Services
4. Appoint Liz Foott to the Audit Committee to represent the public for a term ending on June 30, 2027
5. Consideration of Board Signature on letter thanking John Ralston, for service on the Sunriver Service District Managing Board
6. Approval of the BOCC meeting minutes for June 18 and 23, 2025

ACTION ITEMS

7. **9:00 AM** Appointment of Sheriff
8. **9:30 AM** Resolution No. 2025-036, adopting recreational immunity as provided by ORS Chapter 105, SB 1576 (2024), and SB 179 (2025)
9. **9:35 AM** Proposed Road Name Change – File No. 247-25-000069-RN (Wisteria Drive)

10. **9:45 AM** Work Session in preparation for a Public Hearing: McKenzie Meadow Village Comprehensive Plan Amendment and Zone Change

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.

11. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2025

SUBJECT: Approval of Policy Updates: HR-15, GA-3, GA-21

BACKGROUND AND POLICY IMPLICATIONS:
In 2023, County Administrator Lelack established the Policy Advisory Committee (PAC), a cross-functional group of County leadership charged with advising on county-wide policy development, review, and revision. The County's goal is to ensure that policies are relevant, efficient, and meet the needs of the organization and communities we serve.

Through its monthly meetings, the PAC is reviewing and suggesting revisions to County policies. Those changes are then shared with Legal Counsel, Administration and Department Heads for review and feedback. Staff brings proposed policy revisions to the Board on a quarterly basis.

On June 23rd, staff brought forward revisions to four policies for the Board's consideration. The revisions to Policy F-4 (Capital Asset Policy) were subsequently approved by the Board at its June 25th meeting. The revisions to the remaining three policies are being presented for consideration of Board adoption:

- **HR-15 – Travel Time Compensation Policy**

  This policy was last updated in 2010. Proposed updates include:

  1. Removing the bolded language below in the Out of Area Travel for Non-exempt (hourly) Employees section: If a non-exempt employee travels out of the area and it includes an overnight stay, the time spent traveling during normal work hours (including a normally scheduled day off) must be compensated. **When the travel time falls outside the employee's normal work hours, the travel time shall be compensated if the travel is by automobile (either as the driver or passenger) and not paid if the travel is via airplane.** Time spent traveling from the employee's home to the airport and airport to home shall not be paid.

- **GA-3 – Communications Policy**

This policy was last updated in 2009. Proposed updates are primarily administrative cleanup items and reflect process and staffing changes that have occurred since the policy was initially implemented.

- **GA-21 – Social Media**

This policy was last updated in 2017. Proposed updates are primarily administrative cleanup items and reflect platform and process updates that have occurred since the policy was initially implemented. They also reflect staffing changes that have occurred since the policy was initially drafted.

BUDGET IMPACTS:
None

ATTENDANCE:
Whitney Hale, Deputy County Administrator
Robert Tintle, Chief Financial Officer

Deschutes County Administrative Policy No: HR-15
Effective Date: February 8, 2010

TRAVEL TIME COMPENSATION POLICY

STATEMENT OF POLICY
It is the policy of Deschutes County to pay employees for travel time in accordance with the Fair Labor Standards Act, State of Oregon Bureau of Labor and Industries regulations, and applicable collective bargaining agreements.

APPLICABILITY
This policy applies to all County employees, except elected officials.

DEFINITIONS
- Portal-to-portal travel – an employee's normal home-to-work and work-to-home travel at the beginning and end of a single work day.
- Travel between worksites – employee travel within a single day between multiple work sites.
- Special one-day assignment – employee is sent on a one-day assignment to a city more than 30 miles from the employee's fixed official work station.
- Overnight travel - applies whenever travel keeps an employee away from the home community overnight.

POLICY AND PROCEDURE
Time spent traveling on County business should be scheduled within an employee's regular schedule, to the extent possible, overtime should be avoided or minimized. In the event a specific situation is not covered by this policy, Oregon Bureau of Labor and Industries' (BOLI) Administrative Rules (OAR 839-020-0045) shall apply. BOLI "Travel Time Compensation: Questions and Answers" are attached. In the event that this policy conflicts with an applicable collective bargaining agreement, the collective bargaining agreement shall prevail.

Portal-to-portal travel shall not be compensated. Travel between worksites shall be compensated.

Out of Area Travel for Non-exempt ("hourly") Employees

If a non-exempt employee travels out of the area for a one-day special assignment that does not require an overnight stay, the time spent traveling is counted as hours worked.

If a non-exempt employee travels out of the area and it includes an overnight stay, the time spent traveling during normal work hours (including a normally scheduled day off) must be compensated. Time spent traveling from the employee's home to the airport and airport to home shall not be paid.

For a one-day special assignment or an overnight stay, overtime shall be paid only if the total hours for the week exceeds 40 hours or 48 hours for law enforcement employees on a 4-12 shift (unless the applicable collective bargaining agreement requires overtime).

Out of Area Travel for Exempt ("salaried") Employees

It is expected that employees in exempt positions will remain on duty for whatever time is necessary to carry out the responsibilities of their positions. If an exempt employee travels out of the area for a special one-day assignment or an overnight stay, the time spent traveling is counted as hours worked. A department may flex the hours of an exempt employee in a supervisory or confidential position consistent with County Administrative Policy No. HR-7 or may provide exchange time for an exempt employee in a union represented position consistent with the applicable collective bargaining agreement.

Approved by the Deschutes County Board of Commissioners on February 8, 2010.

Dave Kanner
County Administrator

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Deschutes County Administrative Policy No: HR-15
Effective Date: February 8, 2010

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Approved by the Deschutes County Board of Commissioners on February 8, 2010.

Dave Kanner
County Administrator

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Deschutes County Administrative Policy No. GA-21
Effective Date: June 26, 2017
Updated:

DESCHUTES COUNTY SOCIAL MEDIA POLICY

STATEMENT OF POLICY

It is the policy of Deschutes County that social media is an effective outreach tool to disseminate information, and promote programs, initiatives and services.

DEFINITIONS

For the purpose of this policy, the following definitions shall apply:

- **Social Media Channels** - Digital platforms that allow users to create and share information, ideas or questions with other users or audiences.
- **Social Media Presence** - The specific account /profile that a user or organization has on a social media channel.
- **Post** - Any content generated or shared on social media presences. Posts can include, but are not limited to, messages, links, images, maps videos and emoticons.
- **Comment** - A post made in response to a post.
- **Official** - For the purposes of this policy, "official" refers to any social media presence set up by the County.

APPLICABILITY

This policy applies to all employees, volunteers and agents of Deschutes County. It does not apply to elected officials, or their staff, although all employees are encouraged to use this policy as a guideline.

POLICY & PROCEDURE

To best manage online relationships and conversations, the County Administrator will appoint a designee or designees as the administrators of social media content. The designee will manage the County's social media accounts and will be responsible for content deployment. The designee will also have the authority, in coordination with the County's Communication's Director, to establish and terminate social media accounts, monitor, and respond to comments from the public and post updates on behalf of the County.

If departments or offices would like to create new social media accounts on behalf of the County, they shall submit requests to the Communications Director for review.

Social Media Communications on Behalf of Deschutes County

Selection of Social Media Channels

- Use of any new social media channels must be approved by the County's Communications Director in coordination with the Legal Department and IT Department.

Establishing New Social Media Presences

- Authorized representatives who set up accounts on behalf of the County should use a County email account, whenever platform configuration allows.
- Accounts should link to the County' s Social Media Terms & Conditions.

Content Development

- Wherever possible, content posted to the County's social media sites will also be made available on the County's website.

- Wherever possible, content posted to the County's social media sites must contain hyperlinks directing users back to the County's official website for in-depth information.

- Content shared on official County social media channels will endeavor to reflect the values and priorities of Deschutes County.

  - Content created and shared by the County shall not:
    - Use vulgar, profane, violent, sexist, racist, threatening, or other offensive language or imagery.
    - Post information for personal gain.
    - Use inappropriate humor.
    - Be in violation of any applicable federal, state or local laws, or promote the violation of such.
    - Infringe on copyright or intellectual property rights. This includes using copyrighted photographs, music, logos, artwork, etc. without the owner's permission.
    - Engage in political advocacy.
    - Violate any County policies.
    - Promote or perpetuate, in any fashion, discrimination in any form on the basis of race, sexual orientation, religious beliefs, color, age, gender identity, marital status, national origin, disability, or other aspects or traits.
    - Promote solicitation of commerce or specific businesses (unless a purpose can be demonstrated).
    - Compromise the safety or security of the public.
    - Violate the privacy of its subjects (images or information).
    - Provide false, libelous or defamatory information.
    - Be automated.

- Content developed for social media use should link to the County's official website (www.deschutes.org) whenever possible.

Brand Management

- All County social media presences should be clearly identified as official Deschutes County assets, using the County's logo or department logo as the identifying image. They should also include Deschutes County in the account name.

- Social media presences (and content) should be designed to emulate the County's brand.

Public Comments/ Engagement

- A driving goal of social media is to promote effective two-way communication with members of the public and other key stakeholders. As such, comments from all parties are to be encouraged and welcomed, often directly by a post itself. Both positive and critical comments about Deschutes County, its programs or policies are welcome.

- Any comment, reply or similar communication from followers/users should be allowed to remain posted, provided it does not violate the County's Social Media Terms & Conditions.

- Deschutes County reserves the right to ban or block users from any of its social media presences for violations of its Social Media Terms & Conditions. If a comment, private/direct message or other communication is taken down or deleted, staff should coordinate with the Communications Director and

Legal Counsel about appropriate retention and documentation.

Existing Department Presences

- It is essential that County social media presences share content on a regular basis. Each year, the Communications Director, or their designee, will review existing Deschutes County social media accounts to determine whether they are operating in accordance with County policy.

Records Retention / Public Records

- All content related to County business that is posted or exchanged on county social media channels is a public record and is subject to Oregon Public Records Law (ORS Chapter 192)Content shall be maintained in accordance with Oregon Archives Division's records retention schedules.

- Any content that is removed from a county site will be documented with a description detailing why the content was removed or deemed unsuitable and maintained in accordance with OAR 166, County Records Retention Schedule.

Related Policies

All County authorized use of social media shall comply with the appropriate County policies and standards, including but not limited to:

- IT User
- Communications Policy
- HIPAA
- Public Records
- County Personnel Rules

Guidelines for Professional Use of Social Media by Employees

Employees who need to use social media for professional reasons should follow procedures developed by their departments and offices. Those accounts will generally be used to review and monitor content, but will not be used to create content on behalf of the organization.

Guidelines for Private Use of Social Media by Employees

Unless required for official business use, Deschutes County employees are not permitted to use a County affiliated email address when using social media in personal capacities.

- Work-related content (including information, audio, photos or video) that is created when the employee is acting in an official capacity may not be used or shared on personal social media accounts without a supervisor's approval.

- All employee use of County-sponsored social media and any internet resources is subject to Policy IT-1: Computer, Email and Mobile Computing Device Use.

- If you identify yourself as a Deschutes County employee when conducting personal social media activities, please state in your profile that your comments/views are not authorized by, or necessarily representative of Deschutes County government.

- Employees not acting in their official capacity shall not represent or give the impression that they are acting in their official capacity.

- Whether or not you specify on your personal social media accounts that you work for Deschutes County, your employment with the County is public record under Oregon Public Records Law. Be mindful that whenever you discuss issues online, whether in a personal or professional capacity, your comments could be attributed to your employment with Deschutes County.

- Nothing in this policy is meant to prevent an employee from exercising his or her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt county operations.

Approved by the Deschutes County Board of Commissioners.

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Deschutes County Administrative Policy
No. GA-21 Effective Date: June 26, 2017
Updated: June 2025

DESCHUTES COUNTY SOCIAL MEDIA POLICY

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APPLICABILITY

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POLICY & PROCEDURE

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Approved by the Deschutes County Board of Commissioners.

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Nick Lelack, County Administrator

Deschutes County Administrative Policy No: GA-3
Effective Date: September 9, 2009
Draft Update:

DESCHUTES COUNTY COMMUNICATIONS POLICY

STATEMENT OF POLICY
It is the policy of Deschutes County to deliver messages internally to employees, volunteers, elected officials and agency partners, and externally to the public and the media in a manner that is consistent, appropriate, effective and accurate.

APPLICABILITY
This policy applies to all employees, volunteers and agents of Deschutes County. Adherence to certain portions of this policy, including but not limited to notice, representation of personal opinions, news conferences and releases, spokespersons and statements, is not required of elected officials, although elected officials are encouraged to use this policy as a guideline. In addition, this policy recognizes that the provisions of ORS 260.432 regarding advocacy of political positions during working hours does not apply to elected officials.

POLICY AND PROCEDURE
In General
All employees shall inform communications staff in County Administration of all media contacts, and opportunities for media interaction.

Departments with staff who create internal and external messages, public information, public outreach, or marketing collateral shall inform communications staff of all projects or campaigns prior to their execution. This includes, but is not limited to press releases, fliers, brochures, notices, Public Service Announcements, and social media content. Staff should coordinate their efforts with communications staff in County Administration in advance to ensure all public communications reflect County goals and objectives are aligned with the agency brand and messaging

Communications staff in County Administration will review and may assist in the stages of development and proofing of County press releases, print collateral, social media content, and marketing projects. Employees should refer to the process for the development and review of press releases, print collateral, social media content and marketing projects on the County Intranet. These processes are available on employee Intranet under County Administration - Communications.

Information Exempt from Disclosure
Unless approved by County Administration, in consultation with County Legal Counsel, employees shall not disclose or provide to any person, records or information contained in records that are exempt from disclosure under ORS 192.501, ORS 192.502 or any other state or federal public records statute. Employees shall not disclose or provide to any person, records, materials or information contained in such materials that are distributed in an executive session held pursuant to ORS 192.660, unless the information is not exempt from disclosure. In addition, employees shall not disclose to any person the substance of discussions held in executive session.

Incidents
To the best of their ability and in as timely a manner as possible, departments will notify the

County Administrator and/or Deputy County Administrators of newsworthy incidents that may receive media attention, prior to these items becoming public knowledge. The County Administrator and the Deputy County Administrators will notify the Board of County Commissioners and department managers as necessary.

Newsworthy incidents are those that have received or are likely to receive media interest. Examples include employee arrests, significant accidents on the job, investigations, and other events of similar importance. Notification must occur as promptly as possible. Departments must provide notification when media coverage is known to have occurred about the incident.

Media Inquiries
Department staff shall notify communications staff in County Administration of all inquiries from the media. The County Administrator and/or their designee will notify the Board of County Commissioners and other key staff as necessary.

Inquiries may include requests for interviews or requests for agency information. Every effort should be made to notify County Administration ahead of time, or as soon as possible thereafter, when an interview, information or access is provided to the media. ,

Minor inquiries (for example: spelling of an employee's name, the date and time of a meeting, etc.) do not require notification.

All employees are expected to practice common sense and professionalism in interactions with media representatives and in determining the appropriate response to media inquiries. All employees are to practice open, honest and factual communications without guessing or making assumptions when responding to the media. Employees shall be respectful of news media deadlines that are considered reasonable, and should not withhold documents and information that is routine or has already been made public. Employees are within their right to decline a media request for any reason, including an unreasonable deadline. If in doubt on how to respond to media inquiries, employees shall refer to their supervisor or department head. Departments are encouraged to contact communications staff in County Administration for media guidance, media training and/or advice, if needed.

When speaking to the media or members of the public, employees shall not, under any circumstances, predict or state the certainty of future Board of Commissioners' action on any matter.

Countywide Emails
All employees will contact communications staff in County Administration prior to sending countywide email messages except as provided for herein. All staff email messages will be considered on a case-by-case basis for message urgency and topic. *All staff messages may be sent without prior approval* in cases of Human Resources and Risk Management department trainings and announcements, countywide outages of telephone, HVAC or other support systems, or in cases of scheduled computer maintenance that will limit access to programs and applications. Please refer to Policy #IT-1, **Computer Usage** for further details.

Branding
To ensure that all marketing materials developed by County have a unified look and feel and meet the same quality standards, departments should follow the County's brand guidelines, which are available on the County Intranet. Departments shall use standard templates (email signatures, brochures, flyers, business cards, letterhead, PowerPoint templates etc.) outlined in the Brand Guide whenever possible.

Marketing Campaigns
Department staff will coordinate with communications staff in County Administration prior to launching any marketing initiative to ensure consistent County-wide design standards and quality.

Advertising
Approved Deschutes County logos are available on the County Intranet. All advertising for county programs and services, whether paid or unpaid, will identify the County with the words "Deschutes County" and one of the approved County logos.

Departments that coordinate their own ad placement shall have all ads approved by the communications staff in County Administration prior to the purchase of advertising space for the ad and prior to the start of any advertising campaign. This provision is intended to complement and not conflict with Policy #GA-5, "Advertising (at Knott Landfill)." Conflicts between these two policies shall be referred to the County Administrator for resolution.

Collateral Materials (brochures, annual reports, newsletters, vinyl banners, flyers, etc.)

Using the County's brand guidelines and templates, departments will develop materials as necessary to support their communications goals and strategies. All collateral materials will appropriately identify the County and will always include one of the approved Deschutes County logos and the name "Deschutes County" on the face of the brochure/flyer or other materials. All collateral materials developed by departments must be reviewed by communications staff in County Administration prior to the scheduled printing of such materials.

All collateral materials will include appropriate accessibility language, which is available on the County Intranet.

With the exception of Deschutes 9-1-1, the District Attorney's Office, Fair & Expo Center, and the Sheriff's Office, departments and offices (including programs and teams) shall not develop new logos. Departments and offices should use approved logos as outlined in the County's brand guide. Requests for new logos should be submitted to the County's Communications Director for evaluation.

Representation of County Positions and Personal Opinions
No County employee, when acting in their official capacity, shall submit a letter to the editor or opinion piece to any newspaper, periodical or online forum that has not been approved in advance by the County Administrator or the Administrator's designee. The County Administrator and/or the Communications Director will notify the Board of County Commissioners and department managers as necessary. In no event shall meetings with editorial boards of any news organization be held without the prior notification of the County Administrator and/or Communications Director. Correspondence to media shall reflect strategic alignment between employees and Department management. Staff is welcome to consult with the Communications Director in advance for advice on these types of media correspondence.

Failure to adhere to the provisions of this section of this policy shall be grounds for disciplinary action. Consistent with the provisions of ORS 260 as it currently exists or may from time to time be amended, this policy is not intended to restrict an employee's first amendment right to freely express their personal opinions in print or electronic media or other public forum. However, when commenting on County issues as a private citizen, such expression should clearly state that the employee is offering his or her personal view and is not speaking on behalf of the County. When speaking to the public or the news media in their official capacity as a county employee, employees should offer only the officially adopted positions, policies and staff recommendations of the County.

Social Media
Employees should refer to Social Media Policy No GA-21 for specific guidance related to social media.

News Conferences
Departments are encouraged to plan news conferences with the assistance of communications staff in County Administration. Departments shall notify the Communications Director of their intention to hold a news conference prior to scheduling and announcing the event. The Communications Director will notify the Board of County Commissioners and department managers as necessary.

News (Press) Releases
All news releases shall be drafted or reviewed and issued by County Administration. Departments are responsible for coordinating with community partners or agencies mentioned in news releases. All news releases shall include a County contact that is immediately available to media representatives at the time the media release is distributed.

Spokespersons
Departments are encouraged to identify a spokesperson that is authorized to speak on behalf of the department. The authorized spokesperson may be the department head or any other person designated by the department director.

No one will speak on behalf of the Board of County Commissioners or on behalf of the County Administrator unless expressly authorized to do so by the individuals themselves.

If an employee speaks to the media, they shall speak truthfully and factually; not repeating rumors or hearsay. Employees shall not speculate about other's motives or thoughts, and may speak only on actions that have been taken. At all times, employees shall be aware if they speak untruthfully (even if the item was heard from someone else), the employee may be subject to a defamation claim. The County is not required to defend or indemnify an employee who makes allegedly defamatory statements, if the employee was not speaking in the course and scope of their employment or if the statement constituted malfeasance in office or willful or wanton neglect of duty. The employee may be required to pay for their own legal expenses if a legal action is filed as a result of their conversation with the media.

So as to avoid prejudicing the outcome of an investigation or official proceeding by having it "tried in the media," employees should refrain from talking to the news media about personnel and legal matters or claims under investigation by the County or about the investigative proceedings themselves during the course of an ongoing County investigation. Employees shall refer media inquiries to County Legal Counsel if questions arise regarding a County investigation or other official proceeding.

Employees shall not provide to the media any information that is protected from disclosure under local, state and federal regulations.

If employees are uncertain about speaking to the media, they may refer the media contact to the department spokesperson. If that contact is not available, the media representative can be referred to County Administrator or Legal Counsel.

Approved by the Deschutes County Board of Commissioners

Nick Lelack
County Administrator

Deschutes County Administrative Policy No: GA-3
Effective Date: September 9, 2009
Draft Update: June 2025

DESCHUTES COUNTY COMMUNICATIONS POLICY

STATEMENT OF POLICY
It is the policy of Deschutes County to deliver messages internally to employees, volunteers, elected officials and agency partners, and externally to the public and the media in a manner that is consistent, appropriate, effective and accurate.

APPLICABILITY
This policy applies to all employees, volunteers and agents of Deschutes County. Adherence to certain portions of this policy, including but not limited to notice, representation of personal opinions, news conferences and releases, spokespersons and statements, is not required of elected officials, although elected officials are encouraged to use this policy as a guideline. In addition, this policy recognizes that the provisions of ORS 260.432 regarding advocacy of political positions during working hours does not apply to elected officials.

POLICY AND PROCEDURE

In General
All employees shall inform communications staff in County Administration of all media contacts, and opportunities for media interaction.

Departments with staff who create internal and external messages, public information, public outreach, or marketing collateral shall inform communications staff of all projects or campaigns prior to their execution. This includes, but is not limited to press releases, fliers, brochures, notices, Public Service Announcements, and social media content. Staff should coordinate their efforts with communications staff in County Administration in advance to ensure all public communications reflect County goals and objectives are aligned with the agency brand and messaging

Communications staff in County Administration will review and may assist in the stages of development and proofing of County press releases, print collateral, social media content, and marketing projects. Employees should refer to the process for the development and review of press releases, print collateral, social media content and marketing projects on the County Intranet. These processes are available on employee Intranet under County Administration - Communications.

Information Exempt from Disclosure
Unless approved by County Administration, in consultation with County Legal Counsel, employees shall not disclose or provide to any person, records or information contained in records that are exempt from disclosure under ORS 192.501, ORS 192.502 or any other state or federal public records statute. Employees shall not disclose or provide to any person, records, materials or information contained in such materials that are distributed in an executive session held pursuant to ORS 192.660, unless the information is not exempt from disclosure. In addition, employees shall not disclose to any person the substance of discussions held in executive session.

Incidents

To the best of their ability and in as timely a manner as possible, departments will notify the County Administrator and/or Deputy County Administrators of newsworthy incidents that may receive media attention, prior to these items becoming public knowledge. The County Administrator and the Deputy County Administrators will notify the Board of County Commissioners and department managers as necessary.

Newsworthy incidents are those that have received or are likely to receive media interest. Examples include employee arrests, significant accidents on the job, investigations, and other events of similar importance. Notification must occur as promptly as possible. Departments must provide notification when media coverage is known to have occurred about the incident.

Media Inquiries
Department staff shall notify communications staff in County Administration of all inquiries from the media. The County Administrator and/or their designee will notify the Board of County Commissioners and other key staff as necessary.

Inquiries may include requests for interviews or requests for agency information. Every effort should be made to notify County Administration ahead of time, or as soon as possible thereafter, when an interview, information or access is provided to the media. ,

Minor inquiries (for example: spelling of an employee's name, the date and time of a meeting, etc.) do not require notification.

All employees are expected to practice common sense and professionalism in interactions with media representatives and in determining the appropriate response to media inquiries. All employees are to practice open, honest and factual communications without guessing or making assumptions when responding to the media. Employees shall be respectful of news media deadlines that are considered reasonable, and should not withhold documents and information that is routine or has already been made public. Employees are within their right to decline a media request for any reason, including an unreasonable deadline. If in doubt on how to respond to media inquiries, employees shall refer to their supervisor or department head. Departments are encouraged to contact communications staff in County Administration for media guidance, media training and/or advice, if needed.

When speaking to the media or members of the public, employees shall not, under any circumstances, predict or state the certainty of future Board of Commissioners' action on any matter.

Countywide Emails
All employees will contact communications staff in County Administration prior to sending countywide email messages except as provided for herein. All staff email messages will be considered on a case-by-case basis for message urgency and topic. *All staff messages may be sent without prior approval* in cases of Human Resources and Risk Management department trainings and announcements, countywide outages of telephone, HVAC or other support systems, or in cases of scheduled computer maintenance that will limit access to programs and applications. Please refer to Policy #IT-1, **Computer Usage** for further details.

Branding
To ensure that all marketing materials developed by County have a unified look and feel and meet the same quality standards, departments should follow the County's brand guidelines, which are available on the County Intranet. Departments shall use standard templates (email signatures, brochures, flyers, business cards, letterhead, PowerPoint templates etc.) outlined in the Brand

Guide whenever possible.

Marketing Campaigns
Department staff will coordinate with communications staff in County Administration prior to launching any marketing initiative to ensure consistent County-wide design standards and quality.

Advertising
Approved Deschutes County logos are available on the County Intranet. All advertising for county programs and services, whether paid or unpaid, will identify the County with the words "Deschutes County" and one of the approved County logos.

Departments that coordinate their own ad placement shall have all ads approved by the communications staff in County Administration prior to the purchase of advertising space for the ad and prior to the start of any advertising campaign. This provision is intended to complement and not conflict with Policy #GA-5, "Advertising (at Knott Landfill)." Conflicts between these two policies shall be referred to the County Administrator for resolution.

Collateral Materials (brochures, annual reports, newsletters, vinyl banners, flyers, etc.)

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Approved by the Deschutes County Board of Commissioners

Nick Lelack
County Administrator

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2025

SUBJECT: Approval of a contract with Youth Villages, Inc. for pediatric mental health services

RECOMMENDED MOTION:
Move approval of Document No. 2025-502, a contract with Youth Villages, Inc. for the provision of pediatric mental health services.

BACKGROUND AND POLICY IMPLICATIONS:
Youth Villages, Inc. is licensed by the State of Oregon to provide professional services—including Emergency Department Diversion Services ("Diversion Services")—to pediatric mental health clients and those enrolled in the Oregon Health Plan.

Under this contract, Youth Villages will provide Diversion Services to eligible individuals residing in Deschutes County. To ensure that Diversion Services are available to eligible individuals, the County has committed to compensating Youth Villages for the provision of Diversion Services in the tri-county area.

Deschutes County's Mobile Response and Stabilization Services (MRSS) program is a team-based crisis stabilization service that offers an alternative to inpatient psychiatric treatment and psychiatric boarding. MRSS provides in-person crisis response that connects children, youth, young adults and their families to rapid supports at home and in the community. MRSS de-escalates situations, often preventing unnecessary trips to emergency departments. When someone in a behavioral health crisis calls 988, presents to the Deschutes County Crisis Stabilization Center, has non-law enforcement contact or is identified by law enforcement, Deschutes County will complete a crisis screening and assessment. If it is determined that any involved youth would be appropriate for community stabilization and de-escalation, the County would contact Youth Villages to refer to MRSS supports.

BUDGET IMPACTS:
$212,469 using funds received from the Oregon Health Authority (CFFA funding).

ATTENDANCE: Shannon Brister-Raugust, Program Manager

DESCHUTES COUNTY DOCUMENT SUMMARY

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 this form is not included with the document, the document will be returned to the Department.

Please complete all sections **above** the Official Review line.

Date: July 14, 2025 **Department:** Health Services, Behavioral Health

Document Number: 2025-502

Type of Document: Personal Services Contract (e.g., grant*, IGA, services agreement)

If an amendment, which Document No. is being amended? _____

Starting Date: July 1, 2025 **Ending Date:** December 31, 2025

Contractor/Supplier/Consultant Name: Youth Villages, Inc.

Annual Value or Total Payment: $212,469.

Purpose of Document: Youth Villages, Inc. is licensed by the State of Oregon for the care of individuals meeting eligibility requirements (eligibility determined and agreed upon by all Parties) and meets the requirements of the State of Oregon law for staffing and services. They furnish professional services to pediatric mental health clients and those enrolled in the Oregon Health Plan (OHP), including Emergency Department Diversion Services ("Diversion Services").

The Mobile Response and Stabilization Services (MRSS) program is a team-based crisis stabilization service that offers an alternative to inpatient psychiatric treatment and psychiatric boarding. It does this by providing in-person crisis response that connects children, youth, young adults and their families to rapid supports at home and in the community. MRSS de-escalates situations, often preventing unnecessary trips to emergency departments.

☒ Insurance certificate received (check box and add certificate to document or note N/A)

Insurance expiration date: September 15, 2025 Risk Mgmt review/date: 07/15/2025

Contract initiation method:
☐ Not Applicable
☐ RFP, solicitation or bid process
☐ Informal quotes (<$250K)
☒ Exempt from RFP, solicitation or bid process (specify below – *see* DCC §2.37)
2.37.080(B)(5)

_____

Does this contract or agreement require payment to a vendor? ☒ Yes ☐ NO

If ***Yes***, is the vendor registered in Munis? ☒ Yes ☐ NO ☐ N/A

Funding Source: Included in current budget? ☒ Yes ☐ NO ☐ N/A

*if a grant, see signature authority section on next page

Cost Center/Project String: HSINTYOUTH-HS22570G

If ***No***, is a budget amendment required? ☐ Yes ☐ NO ☒ N/A

Departmental Contact and Title: Shannon Brister-Raugust, Program Manager
Phone #: 541-322-7545

Deputy Director Approval, Shannon Brister-Raugust:

Signature:
Email: shannon.brister@deschutes.org
Title: Interim Behavioral Health Director
Company: Deschutes County Health Services

Interim Director Approval:

Signature: Holly Harris
Holly Harris (07/18/2025 09:36 PDT)
Email: holly.harris@deschutes.org
Title: Interim Health Services Director
Company: Deschutes County Health Services

Distribution of Document: Grace Justice Evans, Health Services

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Official Review:

County signature required (check one):
☐ BOCC (more than $250,000) – BOARD AGENDA Item
✓ County Administrator (up to $250,000)
☐ Department Head/Director (up to $50,000)

For grants, signature required (check one):
☐ BOCC (more than $50,000) – BOARD AGENDA Item
☐ County Administrator (up to $50,000 if no match required and no new staff hired)
☐ Department Director (up to $10,000 if no match required and no new staff hired)

Legal Review

Signature: David Doyle
David Doyle (07/16/2025 08:43 PDT)
Email: david.doyle@deschutes.org
Title: Legal Counsel
Company: Deschutes County

HEALTH SERVICES

REVIEWED
dhd
LEGAL COUNSEL

DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2025-502

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

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2025. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on December 31, 2025. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

Statement of Work. Contractor shall perform the work described in Exhibit B.
Payment for Work. County agrees to pay Contractor in accordance with Exhibit B.
Contract Documents. This Contract includes Page 1 - 12 and Exhibits A, A-1, B-J.

CONTRACTOR DATA AND SIGNATURE

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

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

Signature: Patrick W. Lawler
Patrick W. Lawler (07/16/2025 12:08 CDT)
Email: pat.lawler@youthvillages.org
Title: CEO
Company: Youth Villages

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than $50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than $50,000 but less than $250,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

_____
ANTHONY DeBONE, Chair

_____
PATTI ADAIR, Vice Chair

_____
PHIL CHANG , Commissioner

DESCHUTES COUNTY DIRECTOR OF HEALTH SERVICES

STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County**.**

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

2. **Contractor's Services.** Contractor is licensed by the State of Oregon for the care of individuals meeting eligibility requirements (eligibility determined and agreed upon by all Parties) and Contractor meets the requirements of the State of Oregon law for staffing and services. Contractor furnishes professional services to pediatric mental health clients and those enrolled in the Oregon Health Plan (OHP), including Emergency Department Diversion Services ("Diversion Services").

Exhibit A	OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS
Exhibit A-1	MOBILE CRISIS INTERVENTION SERVICE DESCRIPTION
Exhibit B	STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE
Exhibit C	INSURANCE
Exhibit D	CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
Exhibit E	WORKER'S COMPENSATION EXEMPTION CERTIFICATION
Exhibit F	EXPENSE REIMBURSEMENT
Exhibit G	CONFIDENTIALITY AGREEMENT
Exhibit H	FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES
Exhibit I	CONFLICT OF INTEREST
Exhibit J	REQUIRED PROVIDER CONTRACT PROVISIONS
Exhibit K	INFORMATION REQUIRED BY 2 CFR **§ 200.332**

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by in part through County's agreement with the Oregon Health Authority # PO-44300-00026008 and Federal System of Care Grant, attached hereto and incorporated by this reference. The program is further described in Exhibit A.

3. **Consideration.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit B.

   A. Payments shall be made to Contractor following County's review and approval of invoice and deliverables submitted by Contractor.

   B. All Contractor invoices are subject to the maximum compensation amount of this Contract stated in Exhibit B.

   C. Contractor shall not submit invoices for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract.
      1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
      2) No payment shall be made for any services performed before the beginning date or after the expiration date of this Contract.

   D. This Contract shall not be amended after the expiration date.

   E. Contractor shall submit a final invoice for work performed describing all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.

   F. Prior to approval or payment of any invoices, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption. Invoices may require such supporting documentation as signed time cards, travel receipts, or other reports.

G. Should County discover Contractor is committing or has committed "fraud" and/or "abuse" as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Contractor under this Contract. If state or federal authorities demand the repayment of funds received under this Contract and Contractor has been found willfully committing "fraud" and/or "abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Contractor under this Contract and any fines or penalties charged to County as a result of Contractor's actions. In the event that the County determines that Contractor is responsible for the repayment of any funds paid to Contractor, in addition to any fines or penalties charged to the County due to Contractor willfully committing "fraud" and "abuse", Contractor agrees to make such payment (and upon request by County, authorize County withhold of funds otherwise due to Contractor) within ten (10) days of notification by County. If federal or state authorities demand the repayment of funds received under this Contract, County may recover all funds paid under this Contract, unless a smaller amount is disallowed or demanded from federal or state authorities.

H. In the event that an insurance, statutorily required operating license or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder related to services rendered without the necessary license or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the insurance, license or letter of approval, whichever date is earlier.

4. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.

A. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.

B. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.

C. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.

D. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.

E. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.

5. **No Third Party Beneficiaries.**

A. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.

B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

7. **Early Termination.** Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. This Contract may be terminated as follows:

A. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.

C. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

1) This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. This Contract may be modified to accommodate the change in available funds.
2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
4) If any insurance, license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such insurance, license or certificate.

D. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
3) 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.

E. County Default or Breach.
1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

F. Immediate Termination.
1) Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
   a. Misuse of funds.
   b. Intentional falsification of records.
   c. Acts or omissions that jeopardize the health, safety, or security of individuals or If County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
      - In the case a failure to perform jeopardizes the safety and security of an individual the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.

      - In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.

      - Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.

8. Payment on Early Termination. Upon termination pursuant to paragraph 7, payment shall be made as follows:

A. If terminated under subparagraphs 7 A. through C. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.

B. If this Contract is terminated due to Contractor's failure to perform services as outlined in subparagraphs 7 D. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.

B. If this Contract is terminated under subparagraph 7 F. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.

C. If terminated under subparagraph 7 E of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Specifically:
   1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, less the amount of any claims County has against Contractor; and
   2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
   3) County's payment to Contractor under this subparagraph 8(C) is subject to the limitations under paragraph 9 of this Contract.

9. Remedies. In the event of breach of this Contract the Parties shall have the following remedies:

A. Termination under subparagraphs 7 (A) through (C) of this Contract shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
   1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
   2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

B. If terminated by the County due to a breach by the Contractor under subparagraph 7 (D) of this Contract, County may pursue any remedies available at law or in equity.
   1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
   2) Additionally, County may complete the work either by itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.

C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.

D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.

E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

10. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.

B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

11. Work Standard.

A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

B. For goods and services to be provided under this Contract, Contractor agrees to:
1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
2) comply with all applicable legal requirements;
3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

12. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

13. Insurance. Contractor shall provide insurance in accordance with Exhibit C attached hereto and incorporated by reference herein. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA and County. County shall not authorize contractors to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when the County is aware that Contractor is not in compliance with the insurance requirements.

14. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement to Contractor for expenses, in addition to Exhibit F, Exhibit B shall state whether Contractor is or is not entitled to reimbursement for such approved expenses.

A. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this Contract.

B. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

C. The cost of any subcontracted work approved in this Contract shall not be marked up.

D. Contractor shall not invoice County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this Contract.

E. The limitations applicable to reimbursable expenses are set forth in Exhibit F, attached hereto and by reference incorporated herein.

15. **Criminal Background Investigations**. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

16. **Confidentiality**. In addition to the obligations imposed upon Contractor by **Exhibit G**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

    A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

    B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.

    C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.

    D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.

    E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

    F. Contractor shall at all times comply with all of the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other state and federal laws and regulations related to the privacy and/or security of personally identifiable health information.

    G. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of personally identifiable health records and for conducting transactions pursuant to the requirements of HIPAA and other applicable state and federal laws and regulations.

    H. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA or other applicable state or federal laws and/or regulations.

    I. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Contract. To the extent any provision of the Business Associate Agreement or Confidentiality Agreement is inconsistent with a provision of this paragraph 16, the Business Associate Agreement or Confidentiality Agreement shall govern.

    J. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. Contractor shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA) implementing the foregoing laws, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.

17. **Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

18. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.

A. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
   1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.

   2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

B. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
   1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
   2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
   3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

C. Contractor shall permit County and OHA to make site visits upon reasonable notice to monitor the delivery of services under this Contract.

D. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.

E. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.

19. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.

B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.

D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product.

F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work

products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.

G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.

H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, 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 to authorize others to do the same on County's behalf.

20. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=PREFACE. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

21. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

22. Indemnity and Hold Harmless.

A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its current and former officers, departments, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of, or relating to the activities of Contractor or its current or former officers, employees, contractors, or agents, including without limitation any claims that any work, work product or other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or that the County's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's Legal Counsel, in a form and manner determined appropriate by the County's Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's Legal Counsel.

C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

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

23. Waiver.

A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

24. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

25. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Contract.

26. Counterparts. This Contract 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 Contract so executed shall constitute an original.

27. Notice. Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.

C. Any electronic mail shall be deemed delivered when receipt has been confirmed either by the recipient or by electronic confirmation performed by the electronic mail platform.

D. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:	To County:
Andrew Grover	Shannon Brister-Raugust, Interim Behavioral Health Director
Youth Villages, Inc.	Deschutes County Health Services
5331 S Macadam, Suite 287	2577 NE Courtney Dr.
Portland, Oregon 97239	Bend, Oregon 97701
Fax No.	Fax No. 541-322-7545
Andrew.grover@youthvillages.org	Shannon.brister@deschutes.org

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

28. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the Parties.

A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

29. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

30. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in: 5 (No Third Party Beneficiaries); 6 (Successors in Interest); 9 (Remedies); 10 (Contractor's Tender upon Termination); 16 (Confidentiality); 18 (Access to Records); 19 (Ownership of Work); 21 (Partnership); 22 (Indemnity & Hold Harmless); 23 (Waiver); 24 (Governing Law); 25 (Severability); 26 (Counterparts); 27 (Notice); 28 (Merger Clause); 29 (Identity Theft Protection); 31 (Representations & Warranties).

31. Representations and Warranties.

A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
1) Contractor has the power and authority to enter into and perform this Contract;
2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession in the state of Oregon;
4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
7) Contractor's making and performance of this Contract do not and will not violate any provision of any other contract, agreement to which Contractor is a party, nor materially impair any legal obligation of Contractor to any person or entity.

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

32. Representation and Covenant.

A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.

C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

33. Nondiscrimination. Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

34. Amendment.

A. This Contract may be unilaterally modified by County to accommodate a change in available funds, so long as such modification does not impose an unreasonable hardship upon Contractor or reduce Contractor's compensation for work Contractor actually performs or Contractor's authorized expenses actually incurred. With respect to deliverable-based Work, Contractor's compensation shall not be deemed reduced by a modification of this contract, so long as Contractor is paid the sum designated for performing the Work originally contemplated by this Contract multiplied by the percentage of such originally contemplated Work that Contractor performs under the modified Contract.

B. With the exception of subparagraph 34(a), above. This Contract (including any exhibits) may only be amended upon written agreement by both parties, and shall not be effective until both parties have executed such written agreement. Any alleged or claimed amendment that is not performed in compliance with this paragraph 34 shall be void and of no effect.

35. Regulations and Duties. Contactor shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective January 1, 2024, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #PO-44300-00026008. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor's performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract and is to be performed by Contractor, Contractor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 USC 14402.

Provider agrees to comply with the rules and regulations of the SAMHSA Federal System of Care Expansion and Sustainability Grant (SOC), incorporated herein by reference, and applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Provider's performance of services under this Contract.

Contractor or Subrecipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, County's determination is that:

☒ Recipient is a subrecipient ☐ Recipient is a contractor ☐ Not applicable

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

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Program Outline:
Contractor is licensed by the State of Oregon for the care of individuals meeting eligibility requirements (eligibility determined and agreed upon by all Parties) and Contractor meets the requirements of the State of Oregon law for staffing and services. Contractor furnishes professional services to pediatric mental health clients and those enrolled in the Oregon Health Plan (OHP), including Emergency Department Diversion Services ("Diversion Services").

Deschutes County Health Services ("County") provides behavioral health services for Deschutes County residents. County desires to enter into this Contract with Contractor in order to obligate Contractor to provide Diversion Services to eligible individuals residing in Deschutes County. County has determined that Diversion Services are essential to meeting the needs of individuals within Deschutes County. To ensure Diversion Services are available to eligible individuals, the County has committed to compensate Contractor for the provision of Diversion Services to individuals in the Tri-County Area.

1. Mobile Response and Stabilization Services (MRSS) Definitions:

Background & Program Purpose. The MRSS program is a team-based crisis stabilization service that offers an alternative to inpatient psychiatric treatment and psychiatric boarding. It does this by providing in-person crisis response that connects children, youth, young adults and their families to rapid supports at home and in community. MRSS de-escalates situations, often preventing unnecessary trips to emergency departments.

MRSS addresses the unique needs of children, youth, young adults and their families in crisis. It helps them understand:

- What may lead to a crisis,
- When they are experiencing a crisis,
- When they need support, and
- How to get support at home and in the community.

The MRSS program provides assessment and intake into the program after receiving a referral from the DCBH Crisis Team. Once youth are admitted into the MRSS program, they are provided safety planning, lethal means counseling, resources, care coordination and case management, and linkage to ongoing behavioral health services. A MRSS specialist will meet with the youth and family in their home for sessions to provide further crisis stabilization and safety planning support while the youth is enrolled in the program. The MRSS program also provides crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations including in home assessment and intervention by a master's level clinician as needed for up to 56 days post crisis.

A. Target Population. The target population (eligibility criteria) includes any person 18 and under who is a current resident of Deschutes County and presenting with a behavioral health crisis – generally suicidal or aggressive thoughts or behaviors or behavioral problems affecting the safety of the child, family or others—and would otherwise be boarded or admitted to an inpatient psychiatric program. The youth and family or caregivers must have been evaluated and assessed by a Deschutes County Crisis Team member, as appropriate to return to their community with the support of MRSS interdisciplinary team support/treatment. Youth who meet the program edibility criteria may be admitted regardless of insurance coverage.

B. Availability: The MRSS program will admit individuals after receiving a referral from the Deschutes County Crisis Team. Families/youth enrolled in the MRSS program will have access to crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations.

D. Length of Services. Initial contact with Crisis Team will be made within one (1) hour of the MRSS specialist being called. Assessment and recommendations will commence within 24-48 hours and continue until complete. Follow-up services for youth who enroll in the MRSS program will be available for up to fifty-six (56) days after initial contact. When clinically indicated the service plan, stabilization services may be extended past the initial 56 calendar days to ensure that they have successfully transitioned to ongoing services and supports.

2. Mobile Response and Stabilization Services (MRSS) Scope of Work:

A. Availability:

i. The MRSS program will be available twenty-four (24) hours per day, seven (7) days per week for urgent situations, to screen eligibility for youth.

ii. The program can serve up to ten (10) youth at any time. The MRSS program will update Deschutes County MCAT regularly about current census and capacity for new referrals.

B. Admission into the MRSS program:

i. When someone in a behavioral health crisis calls 988, presents to the Deschutes County Crisis Stabilization Center, has MCAT, non-law enforcement contact or is identified by Law Enforcement, Deschutes County Crisis Team will complete a crisis screening and assessment. If it is determined youth would be appropriate for community stabilization and de-escalation with intensive MRSS services in place Deschutes County Crisis Team will contact Youth Villages to refer to MRSS supports.

ii. MRSS on-call supervisor will respond within (1) hour to review referrals. If accepted MRSS Specialist will begin offering the following within forty-eight (48) hours:

- Provide 24/7 connection for children, youth, young adults and their families, MRSS includes:
  - Immediate face-to-face response and
  - Up to 8 weeks of stabilization services.
- The immediate face-to-face response can last up to 72 hours. This support helps children, youth and their families:
  - Get support at home and
  - Avoid unnecessary visits to the emergency room.
- Stabilization services are available for up to 56 days after the initial crisis. Services may include:
  - Mental health therapy,
  - Skills training,
  - Peer-delivered services, and
  - Crisis de-escalation.

iii. The MRSS team also assesses ongoing needs. If needed, the team also links children, youth, young adults and their families to appropriate community resources. MRSS works best in community support systems that cater to the strengths of children, youth, young adults and their families.

a. If the recommendation of the MRSS specialist is in alignment with the Deschutes County Crisis Team's recommendation for community stabilization through MRSS, and the family agrees to participate in the program, youth will admit into MRSS. Upon program acceptance, safety plans will be completed, lethal means counseling provided, and youth will discharge from the hospital.

b. If MRSS specialist does not agree that youth is appropriate for the program (ex: acuity too high or too low) or if the family is not aligned with engaging in the program, MRSS specialist will communicate recommendations and/or barriers to Deschutes County Crisis Team staff, who will coordinate next steps.

C. Treatment provided while enrolled in the MRSS program:

i. Youth Villages will provide services in alignment with MRSS program requirements as outlined by the Oregon Health Authority.

ii. A MRSS Specialist will schedule a home visit within twenty four (24) to seventy-two (72) hours of the initial assessment/MRSS intake. This will be scheduled based on family's availability. If there are barriers with the family meeting with the MRSS specialist within the initial forty-eight (48) hours after the youth discharges from the Emergency Department, the MRSS team will make contact with the family by phone to assess effectiveness of safety plans.

iii. During the first home visit, MRSS specialist will review the safety plan, ensure the safety sweep was completed, and review the MRSS services such as Intensive In Home Behavioral Health Services or Intercept.

iv. Frequency of home visits will be based on family need/request as well as youth's acuity. Home visits will occur no less than one (1) time per week while family is enrolled. Sessions will focus on crisis prevention skill development, psychoeducation, and ongoing safety planning.

v. MRSS Specialist, MRSS Qualified Mental Health Associate or MRSS Peer Support Specialist will provide intensive care coordination to ensure that families are connected with aftercare services as soon as possible and that involved treatment providers are aware of the family's needs.

vi. The discharge timeline for each family will depend on the level of crisis support needed by the family and the ability to connect the family with an aftercare provider sufficient to meet their needs.

vii. The MRSS specialist will complete documentation for the intake assessments within seventy-two (72) hours and will enter that documentation into the Youth Villages Electronic Health Record. The MRSS specialist will subsequently document each contact made with the youth, family, and involved key players into the same system within seventy-two (72) hours.

viii. The MRSS program Qualified Mental Health Associate will conduct a thorough Case Management assessment, and provide coordination of care services connecting the child and family to appropriate services and support to meet their needs in the least restrictive setting.

ix. The MRSS program family partner will make contact with families in care no fewer than three (3) times either by phone or throughout the course of services. Family partners will share their personal experience and lessons learned to encourage family's connection to services, including mental health providers and other needed resources. The family partner will document efforts of engaging families, facilitating connection to services and outcomes of visits in the electronic health record.

3. Protocols:

   A. Specific protocols (i.e. medical necessity, UM/UR) will be mutually agreed upon by the Provider and its funding partners prior to the commencement of Diversion Services. Provider and County will meet monthly, or as needed, to ensure programming is on track after implementation.

Other Program Definitions:

1. Addiction Treatment, Recovery & Prevention Services
   Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, mood disorder, etc., as defined in DSM criteria.

2. Behavioral Health
   Mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.

3. Client or Individual
   With respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Contract. For the purposes of this Contract and all attachments hereto, the terms "Client" and "Individual" shall have the same meaning and shall be interchangeable.

4. Coordinated Care Organization (CCO)
   A corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.572 to be accountable for care management and to provide integrated and coordinated health care for each of the organization's members. PacificSource Community Health Solutions, Inc. has been designated by the Oregon Health Authority as the CCO for the Central Oregon region.

5. Culturally Competent
   The capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other characteristics of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural paraprofessionals as intermediaries with professional staff.

6. Fraud and Abuse
   Fraud (410-120-0000) is defined as intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or state law.

   Abuse (410-120-0000) means provider practices that are inconsistent with sound, fiscal, business or medical practices and result in unnecessary costs to County, OHA, and/or Medicaid/Medicare or services that aren't medically necessary or medically appropriate.

7. Health Services Division or HSD
   For the purpose of this Contract, the division of Oregon Health Authority (OHA) that is responsible for the functions described in ORS 430.021(2), including but not limited to coordinating, assisting, and directing a community mental health program in cooperation with local government units and integrate such a program with the state Community Mental Health Program, and direct and coordinate Addiction Treatment, Recovery, & Prevention Services and Problem Gambling Services.

8. Individual service record or service record or clinical record
   The documentation, written or electronic, regarding an individual and resulting from entry, clinical assessment, orientation, service and support planning, services and supports provided, and service conclusion.

10. Oregon Health Authority or "OHA"
    The agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery & Prevention Services, children and adult Community Mental Health services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.

12. Serious and Persistent Mental Illness (SPMI)
    Means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age eighteen (18) or older:

    a. Schizophrenia and other psychotic disorders;
    b. Major depressive disorder;
    c. Bipolar disorder;
    d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
    e. Schizotypal personality disorder; or
    f. Borderline personality disorder

13. Service(s) or Service Element(s)
    Any one of the services or group or services as described in Exhibit B, in which costs are covered in whole or in part of this Contract.

14. Trauma Informed Services
    Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.

EXHIBIT A-1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS)

(1) Service Description

Mobile Response and Stabilization Services MRSS) serves youth and their families during a crisis. Developed to help address psychiatric boarding in the emergency department, MRSS is an alternative for youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if Mobile Response and Stabilization Services were in place. Emergency departments may be a family's first point-of-contact into the mental health system and the month immediately following discharge is a high-risk period for a youth to return to an emergency department in mental health crisis. The MRSS program serves as a bridge during this critical period for approximately 56 calendar days or until the youth and family are effectively connected to longer-term supports. The MRSS program provides rapid access to interim mental health therapy, case management, psychiatry, care coordination, and family peer support and 24/7 crisis response to the home.

The MRSS program seeks to stabilize the immediate crisis and focuses on a youth's long-term recovery and connections to other services and supports. The MRSS multidisciplinary team works with a youth and family to develop a plan of care that identifies and addresses underlying difficulties that contributed to the crisis; evaluates safety and addresses risks in the home; reinforces coping and de-escalation skills; and facilitates a warm hand-off to other supports and services in the community.

County shall require that MRSS providers:

(a) Approach services from a family-driven and youth-guided approach that reduces or eliminates barriers for the youth and family to participate in care;

(b) Provide linguistically and culturally appropriate materials for the youth and their family, necessary for them to understand and to participate fully in the MRSS program; and

(c) Require equitable access to the program, particularly for youth and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, sexual orientation, gender identity, socioeconomic status, insurance status, citizenship status, or religion.

(2) Eligibility Criteria

(a) Serves ages birth through 18 years of age, and their families (parents, guardians, caregivers) who present to a partnering emergency department or psychiatric crisis center.

(b) Youth is experiencing a mental health crisis or behavioral disturbance affecting the safety of the youth and family or others and is at risk for admission to an inpatient psychiatric program.

(c) Youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if MRSS was in place

(d) MRSS enrollment is not contingent on availability or type of insurance. All youth, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible.

(e) Sites are expected to maximize funding to enhance an existing continuum of crisis and acute care, which includes billing Medicaid and/ or commercial carriers for all applicable billing codes for services provided while enrolled in services.

(f) If a site is struggling with capacity and is unable to meet the needs of the referring hospital partner, Deschutes County Health Services will be notified as soon as possible by the provider and a plan of action and timeline for resolution will be completed.

(3) Intake Process

(a) The Deschutes County Crisis Team will assess the youth and make a referral to the assigned MRSS clinical provider.

(b) Within 1 hour of the referral, the MRSS on-call supervisor will make contact with the Deschutes County Crisis Team to review the case and make a determination regarding admission.

(c) If admitted the MRSS team will coordinate with youth/family within 48 hour of receiving the referral.

(d) MRSS clinical team member will develop a Crisis and Safety Plan in collaboration with the youth and their family.

(e) MRSS team is responsible for providing 24/7 crisis response to the youth and family for the duration of their enrollment in the MRSS program.

(f) MRSS clinical team member will give a brief overview of the services offered by the MRSS Team and introduce the role of the Family Support Specialist.

(g) Each family will be given the MRSS Guidebook for Families, or the equivalent describing the anticipated experience in the MRSS program and providing youth and their families with relevant and individualized psychosocial information.

(h) MRSS clinical team will schedule an in-person MRSS Team Meeting, within 72 hours of the intake. Meeting location to be determined by the youth and their family. Meeting shall include youth and their family, MRSS clinical provider, MRSS Family Support Specialist, and/or any other natural support or multi-disciplinary team members as identified by the youth and their family.

(i) The MRSS clinical team will notify the assigned FSS, as soon as possible, with contact information for the family and date and time of the Team Meeting. The FSS will make initial contact with the family either in person or via phone to introduce their role

(4) Service Requirements

(a) Within 72 hours of the intake the MRSS clinical team member and Family Support Specialist will facilitate a MRSS Team Meeting with the youth and their family, and together review program services, assess the current needs of the family, both short term and long term, and clarify roles of team members;

(b) Contacts with the youth and family should be as frequent as needed to alleviate the immediate crisis and provide connection to longer term resources and supports;

(c) All contacts shall occur in locations preferred by the youth and their families;

(d) The MRSS Clinical team in partnership with the youth and their family shall coordinate a minimum of 2contacts per week with at least one being in-person. Services include

i. Interim individual and/or family mental health therapy.

ii. Rapid access to psychiatry and medication management.

iii. Care Coordination.

iv. Family/Youth/Peer Support Services;

(e) MRSS clinical services may be provided up to 56 calendar days, as necessary, to provide the youth and their family with sufficient stabilization and connections with community-based resources; and

(f) MRSS Family Peer Support Services are offered as long as clinical services are being provided to provide the youth and family with increased skills to manage crises, and to establish sufficient supports in the community that the youth and family may access as needed.

(5) Close of Services

(a) Factors contributing to the current crisis are identified and addressed by some combination of the following:

i. Youth is no longer having suicidal or aggressive behavior, ideation, or behavioral challenges that affect safety of the youth, family, or others

ii. Symptoms are managed via connection to commensurate supports, services, and skill- development opportunities;

iii. The youth and their family report increased safety and confidence in managing the current and future crises; and,

iv. The youth and their family report decreased frequency and intensity of crisis situations.

(b) The MRSS Team will establish a transition plan with the youth and their family, which:

i. Addresses youth mental health concerns and symptoms;

ii. Outlines proactive strategies to support the youth and their family to reduce the frequency and intensity of crises that lead to emergency department visits; and,

iii. Documents access and connections to outpatient and community resources.

(c) MRSS clinical team will conduct an in-person, transition meeting with the youth and family to review the transition plan prior to ending MRSS services. If unable to have a transition meeting with the family, documentation of the circumstances is required.

(d) If the family continues to receive Family Support Services after ending services with the clinical team, the MRSS Family Support Specialist will conduct an in-person transition meeting with the family prior to ending Family Support Services. If unable to have a transition meeting with the family, documentation of the circumstances is required.

(6) MRSS Team-Based Requirements

(a) MRSS programs are team-based. County is required to provide both clinical services and family support services to MRSS enrolled youth and their families. County shall require that subcontracted providers have dedicated MRSS clinical staff and family support specialists.

(b) Each MRSS Team provides an array of recovery-oriented agency or community-based services and supports. County may subcontract with numerous providers in order to make sure that all services are available to the youth and their families. Establishing a clear communication plan and workflow between all providers is impetrative and requires the contractor, clinical staff, family support staff and referring hospital or crisis clinic to work as a cohesive team.

(c) County is responsible for the completion of all MHS 08 service requirements as outlined in this document, whether directly provided or provided under sub-contractual arrangement. County shall provide initial copies of the sub-contract to OHA. County shall submit a written action plan and timeline for resolution to OHA, as soon as possible, when there are known services that are not being met by the County or provider. Action Plans must be agreed upon by County and OHA and may result in funding adjustments and/or recouped or withheld funds.

(d) The MRSS team must include, at a minimum, a Mental Health Therapist (QMHP), Qualified Mental Health Associate (QMHA) and a Family Support Specialist (FSS). County must notify OHA immediately if either of these positions are vacant or unavailable to youth and their families enrolled in services.

(e) County shall submit a Memorandum of Understanding (MOU) which includes the referring hospital or crisis clinic and subcontractors. MOU is required to be completed within 45 calendar days of execution of this Agreement The MOU creates an ongoing partnership between the County, subcontractors, referring hospitals and crisis centers. The MOU shall include the following:

i. Roles and responsibilities of each party;

ii. Comprehensive communication plan between all parties around coordinating intakes, team meetings, and care coordination efforts; and,

iii. Ongoing and frequent communication with the partnering hospital or crisis center.

(f) County and subcontractors shall participate in a collaborative state-wide effort to establish shared programmatic standards, expectations for results, and key reporting requirements. County is responsible for requiring that a representative from the County and all subcontractors:

i. Participate in scheduled All Staff MRSS Learning Collaboratives; and

ii. Family Support Specialists are also required to participate in all scheduled Family Support Specialist Learning Collaborative.

(g) County shall submit an annual Budget Worksheet (provided by OHA), which is due August 15th of each calendar year.

(7) MRSS Required Training

(a) County is responsible for requiring that all staff receive the adequate training required to effectively deliver services as outlined in this Agreement. Providers shall require that, at a minimum, staff are trained in the following areas:

i. OHSU Redcap Data System Training;

ii. Suicide Prevention and Intervention;

iii. Lethal Means Counseling (i.e CALM Training);

iv. Trauma Informed Care; and

v. Ongoing training and refreshers required for skill maintenance.

(8) Special Reporting Requirements

Redcap Data System Reporting Requirements

(a) MRSS Clinical and Family Support Providers shall submit data on an ongoing basis, as specified by OHA, directly to the Oregon Health & Science University (OHSU) Redcap Data System.

(b) MRSS Providers are expected to input all required data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team.

(c) Redcap Data Collection includes timely collection and submission of the following:

i. Individual's demographics and clinical history;

ii. Presenting information;

iii. Referral response time;

iv. Referral to and youth/family connections with family peer support;

v. Timeliness and frequency of initial and ongoing contacts;

vi. Service and intervention details;

vii. Diversions out of the emergency room/ crisis clinic;

viii. Re-presentations to the emergency department or admissions to a higher level of care;

ix. Transition plan details;

x. Barriers to recommended transition plan;

xi. Duration of MRSS involvement;

xii. The Crisis Assessment Tool at intake;

xiii. The KIDSCREEN-10 at intake and closure; and

xiv. Other items deemed beneficial to the development of the Service.

(d) Programs are required to inform and encourage MRSS parents/guardians to participate in a two-month follow-up survey completed by phone or electronically. MRSS participants will be contacted by OHSU outcomes study staff two months after MRSS program completion. Data from follow-up interviews will be shared with County and program leadership, with the goal of improved services.

(e) County is responsible for reviewing and approving the quarterly outcome reports generated by OHSU prior to submission to OHA by OHSU.

(9) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
PAYMENT TERMS and SCHEDULE

Contract Monitoring. County shall monitor Contractor's delivery of services and promptly report to OHA when County identifies a deficiency in a Contractor's delivery of a service or in a Contractor's compliance with the Contract between Contractor and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Contractor. County shall also monitor the fiscal performance of Contractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in Contractor's delivery of a service or in a Contractor's compliance with the Contract between the Contractor and County, nothing shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Contractor.

1. **Contractor shall perform the following work.** Contractor is licensed by the State of Oregon for the care of individuals meeting eligibility requirements (eligibility determined and agreed upon by all Parties) and Contractor meets the requirements of the State of Oregon law for staffing and services. Contractor furnishes professional services to pediatric mental health clients and those enrolled in the Oregon Health Plan (OHP), including Emergency Department Diversion Services ("Diversion Services").

2. **Compensation**

   Deschutes County Health Services shall pay a not-to-exceed maximum compensation of up to **$212,469**, inclusive of the "Performance Withhold" as outlined in Paragraph 3 below.

3. **Performance Withhold**

   The Parties agree to withhold a portion of the compensation to incentivize performance on the below performance standards. The withhold will be equal to five percent (5%) of the compensation outlined herein, and reconciled after the end of the Contract Term; such reconciliation to occur no later than thirty (30) calendar days after Contract termination date.

4. **Invoicing**

   A. Contractor shall invoice County on a monthly basis for all services rendered in accordance with the terms of this Contract. County will only pay for completed work that is accepted by the applicable County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 27, "Notices".

   B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above. County requests Contractor submit monthly invoices by the 15th of every month and no later than thirty (30) days after services were provided. Invoicing outside these guidelines may result in waiving County's responsibility of payment unless otherwise agreed to by County and Contractor in writing.

5. **Performance Measures**

   Performance measures under the Contract will be monitored and evaluated using the following performance measures/outcomes:

   A. Discharges with confirmed connection to aftercare > 90%
   B. Intake sessions offered ≤ 48 hours of referral.
   C. Completion of safety plans > 90%
   D. Re-presentations or admissions while in MRSS <=20%

6. **Review of Performance Measure Data**.

   A. Upon Contract termination Contractor shall provide County with an analysis of each Performance Measure listed above. This analysis shall also contain the raw data supporting any conclusions or inferences drawn by Provider. The Parties shall meet on a scheduled agreed upon by Parties to discuss the Performance Measures and Providers results. The Parties shall produce a written summary after each meeting which specifically notes the Parties' agreement or disagreement that the Provider has or has not met the Performance Measures.

B. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit F:

☐ **YES**
☒ **NO**

7. The maximum compensation.

A. The maximum compensation under this Contract is **$212,469**.

B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.

1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.

2) **Withholding of Payments.** Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.

3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.

4) It is understood and agreed that in the event funds are not awarded to County from applicable funding sources, or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.

8. Schedule of Performance or Delivery.

A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B.

B. County will only pay for completed work that conforms to the terms of the Contract.

8. Renewal. This Contract may be renewed, subject to the following conditions:

A. Renewal is subject to the availability of funding and County approval.

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
INSURANCE

All or part of this Contract is funded by the Oregon Health Authority. Contractor certifies that it is compliant with the insurance requirements outlined in OHA #PO-44300-00026008, Exhibit J.

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

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Workers Compensation in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than $1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

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

Per Occurrence limit	Annual Aggregate limit
☒ $1,000,000	☒ $2,000,000
☐ $2,000,000	☐ $4,000,000
☐ $3,000,000	☐ $5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

The amount indicated above, and not less than $1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 60, A&D 62, A&D 63, A&D 64, A&D 66, A&D 80, A&D 81, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 25A, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 35, MHS 35A, MHS 36, MHS 37, MHS 38, MHS 39. The amount indicated above, and not less than $2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 67, MHS 27, MHS 28, MHS 31.

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

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

Per Single Claimant and Incident	All Claimants Arising from Single Incident
☒ $1,000,000	☐ $1,000,000
☐ $2,000,000	☒ $2,000,000
☐ $3,000,000	☐ $5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name ***Deschutes County, the State of Oregon, their officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

The amount indicated above, and not less than $1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 66, A&D 80, A&D 81, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 25A, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 30, MHS 31, MHS 34, MHS 35, MHS 35A, MHS 36, MHS 37, MHS 38, MHS 39.

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

Claims Made Policy ☐ Approved by County ☒ Not Approved by County

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

Per Occurrence
☒ $1,000,000
☐ $2,000,000
☐ $3,000,000

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

The amount indicated above, and not less than $1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 62, A&D 63, A&D 66, , A&D 81, , A&D 83, A&D 84, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 25A, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 36, MHS 37, MHS 39.

The amount indicated above, and not less than $2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: MHS 27, MHS 28,

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

Signature: Sarah Key

Email: sarah.key@deschutes.org

Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

EXHIBIT D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

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

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

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

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

Patrick W. Lawler
Patrick W. Lawler (07/16/2025 12:08 CDT)

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

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

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**

2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**

3. All of the statements checked below are true.

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

☐ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.

☐ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

☐ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

☐ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.

☐ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

C. Representation and Warranties.

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

1. Contractor has the power and authority to enter into and perform this contract;

2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and

4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.

5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),

6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and

7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Patrick W. Lawler
Patrick W. Lawler (07/16/2025 12:08 CDT)

EXHIBIT E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
WORKERS' COMPENSATION EXEMPTION CERTIFICATION

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

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

✓ **NOT APPLICABLE**
- Contractor is providing Workers' Compensation certificate.

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

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

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

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

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

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

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

Signature: Patrick W. Lawler
Patrick W. Lawler (07/16/2025 12:08 CDT)

Email: pat.lawler@youthvillages.org

Title: CEO

Company: Youth Villages

EXHIBIT F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
EXPENSE REIMBURSEMENT

It is the policy of the County that travel shall be allowed only when the travel is essential to Contractor's performance and delivery of services outlined in Exhibit B of this Contract. If Contractor is approved to be reimbursed for expenses outlined below, it will be stipulated in Exhibit B of this Contract in the paragraph entitled "Consideration".

A. General Information: All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
   - County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
   - County may approve a form other than the County's Expense Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
   - Personal expenses shall not be authorized at any time.
   - Unless otherwise stipulated, all expenses are included in the total maximum contract amount.
   - Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit B of this Contract.
   - The current approved rates for reimbursement of travel expenses are set forth by the United States General Services Administration ("GSA") and are subject to change accordingly.
   - County shall not reimburse for any expenses related to alcohol consumption or entertainment.
   - Charge slips for gross amounts are not acceptable.

B. Expense Reporting: Contractors must submit expense reports timely and accurately for all expense reimbursements. Such reports must be submitted within sixty (60) days from the date incurred. Untimely expenses may not be reimbursed.

C. Documentation Requirements; Contractors are required to accurately and completely:
   - Include necessary backup data and supporting receipts (see "Receipts" section below).
   - Complete either County's Expense Reimbursement Form (Contact Deschutes County Health Services Contract Specialist for the most current version of the County form) or another form agreeable to both Contractor and County, for all expenses incurred, regardless of method of payment.

D. Receipts: The following are required:
   - Contractor must submit **itemized** receipts, except for meal receipts. Reimbursement of meals will be made in accordance with sections F and J and are based on per diem..
   - Lodging receipts must be a detailed hotel bill.
   - An air travel receipt should be the passenger copy of the ticket and/or itinerary.
   - Rental vehicle receipt must be the traveler's copy.
   - Original amounts and dates must not be altered. If the original information is incorrect, the discrepancy must be explained.
   - Contractors that have been approved for reimbursement for cell phone expenses must submit the detail summary page for reimbursement.

E. Exceptions: Exceptions from, or deviations to this Exhibit require County's Department Director's prior written approval.

F. Per Diem. Per Diem covers meals, lodging, and incidentals. Mileage allowances cover fuel, and auto operating expenses of a personal vehicle. Per diem payments may never exceed the IRS/U.S. Government approved per diem rates.

G. Air Travel Policy: Contractors are required to:
   - Accept the lowest logical airfare consistent with business needs. However, Contractor may elect to fly non-stop (over a lower-priced, connecting flight) provided the additional cost is less than $100 per direction, or if the connection would add more than two (2) hours of travel time each way.
   - Use economy/coach class for all domestic flights. However, upgrades are acceptable as long as there is no additional cost to the County.
   - Flight insurance premiums are not reimbursable.

H. Vehicle Rental Policy: When it is necessary to rent a vehicle, the cost of the rental plus tolls, fuel, and parking is reimbursable. The cost of full-size (or smaller) cards will be reimbursed. Upgrade costs for GPS are not reimbursable. If a personal vehicle is used, reimbursement shall be at the GSA's stated mileage rate. Contractors must provide a copy of Automobile Liability Insurance to be reimbursed for mileage.
- Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
- To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
- No mileage reimbursement shall be paid for the use of motorcycles or mopeds.

I. Lodging Policy: The daily cost of lodging is a reimbursable expense when away from the normal work place on County business. Such cost includes only the single occupancy room rate and applicable taxes. Charges for hotel amenities are not a reimbursable expense.
- County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
- Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

J. Meals: Contractor may be reimbursed for the reasonable and actual cost of meals (including tips) subject to the GSA maximum per diem meal allowance.
- For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies (most current reimbursement rates may be found online at https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2025%20(Current%20fiscal%20year)&city=Bend&state=OR&zip=97701:

Primary Destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses
Standard Rate	Applies for all locations without specified rates	$68	$16	$19	$28	$5
Bend	Deschutes	$86	$22	$23	$36	$5

- Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
  a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
  b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
  c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
- Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this Contract and shall not exceed those set by the GSA and are subject to change accordingly.

K. Exceptions. Contractor shall obtain separate written approval of the County Administrator or Deschutes County Health Services Director for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit G
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of July 1, 2025, by and between Youth Villages, Inc. ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("Covered Entity").

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

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

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

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

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

2. DEFINITIONS

A. "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Contractor's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.

B. "*Electronic Protected Health Information*" or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.

C. *Health Care Component* means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.

D. "*Protected Health Information*" or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

E. "*Secretary*" means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

F. "*Services*" means the Services outlined in Exhibit A and Exhibit A-1, provided by Contractor and identified in the Personal Services Contract to which this Exhibit G is attached.

G. "*Use*" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Contractor's organization.

3. **AGREEMENT.** Contractor shall:

A. not use PHI except as necessary to provide the Services.

B. not disclose PHI to any third party without County's prior written consent.

C. not use or disclose PHI except as required by law.

D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.

E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.

F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.

G. promptly report to County any use or disclosure of PHI not permitted by this Agreement of which Contractor becomes aware.

H. make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County's compliance with HIPAA.

I. return to County, or destroy, any PHI of County still in Contractor's possession upon conclusion or termination of the Services.

J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to security and privacy of such information.

K. make PHI available to County as necessary to satisfy County's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.

L. make any amendment(s) to PHI in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526.

M. to the extent the Contractor is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).

N. If Contractor (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect Contractor's books and records relating to the use and disclosure of PHI, Contractor, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.

O. If any part of Contractor's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:

i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
ii. report to County any security incident relating to the EPHI that Contractor maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

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

B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Contractor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Contractor. No later than seven (7) business days following a HIPAA Breach, Contractor shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq*.

C. Specifically, if the following information is known to (or can be reasonably obtained by) Contractor, Contractor will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Contractor has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that Contractor may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Contractor will have a continuing duty to inform County of new information learned by Contractor regarding the HIPAA Breach, including but not limited to the information described herein.

D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Contractor believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information.

E. Breach Indemnification. Contractor shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, "Information Disclosure Claims") arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Contractor will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Contractor shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

5. OTHER PROVISIONS

A. A breach under this Agreement shall be deemed to be a material default in Contractor's agreement with Deschutes County to provide Services.

B. Contractor authorizes termination of this Agreement by County if County determines Contractor has violated a material term of this Agreement.

C. Upon conclusion or termination of the Services, Contractor shall promptly return or destroy all PHI that Contractor maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as Contractor retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.

D. To the extent there are any inconsistencies between this Agreement and the terms of any other agreement, either written or oral, between County and Contractor, the terms of this Agreement shall prevail.

E. Contact Information in the event of HIPAA Data Breach or Termination.

1) Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.

2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

3) Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.

4). Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

To Covered Entity:	Copy to Privacy Officer	To Contractor:
Shannon Brister-Raugust, Interim Behavioral Health Director	Kayla Prisbrey, Privacy Officer	Andrew Grover
Deschutes County Health Services	Deschutes County Health Services	Youth Villages, Inc.
2577 NE Courtney Dr.	2577 NE Courtney Dr.	PO Box 368
Bend, Oregon 97701	Bend, Oregon 97701	Marylhurst, Oregon 97036
Fax No. 541-322-7545	Fax No. 541-322-7565	Fax No.
shannon.brister@deschutes.org	kayla.prisbrey@deschutes.org	Andrew.grover@youthvillages.org

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

Signature:

Email: shannon.brister@deschutes.org

Title: Interim Behavioral Health Director

Company: Deschutes County Health Services

Signature: Patrick W. Lawler
Patrick W. Lawler (07/16/2025 12:08 CDT)

Email: pat.lawler@youthvillages.org

Title: CEO

Company: Youth Villages

Exhibit H
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
Compliance with provisions, requirements of funding source and
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

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

1. **Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (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 law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** If this Contract, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds $100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. **Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. **Debarment and Suspension.** Contractor shall not be and shall not contract with any person or entity listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

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

10. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** To the extent Contractor provides any service in which costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

    a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

    b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

    c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.

    d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

    e. Entities receiving $5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a)(68).

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

13. **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.

14. **Disclosure.**

    a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

    b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

    c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

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

    a. Order for Admissions:
       (1) Pregnant women who inject drugs;
       (2) Pregnant substance abusers;
       (3) Other Individuals who inject drugs; and,
       (4) All others.

    b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:

       (1) Treat the family as a unit and admit both women or parent and their children if appropriate.

       (2) Provide or arrange for the following services to pregnant women and women with dependent children:

          (a) Primary medical care, including referral for prenatal care;

          (b) Pediatric care, including immunizations, for their children;

          (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and childcare.

          (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and

          (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

(1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services, within 48 hours;

(2) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, Contractor must refer the women to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and,

(3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

d. Intravenous Drug Abusers. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:

(1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;

(2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days.

(3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another provider with treatment capacity, admit the Individual to treatment not later than:

(a) 14 calendar days after the request for admission to Contractor is made; or

(b) 120 calendar days after the date of such request if no provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request.

(c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.

e. Infectious Diseases. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:

(1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and

(2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.

(3) For the purposes of (2) above, "tuberculosis services" means:

(a) Counseling the Individual with respect to tuberculosis;

(b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and

(c) Appropriate treatment services.

f. OHA Referrals. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.

g. Barriers to Treatment. Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:

(1) Providing, if needed, hearing impaired or foreign language interpreters.

(2) Providing translation of written materials to appropriate language or method of communication.

(3) Providing devices that assist in minimizing the impact of the barrier.

(4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.

h. Misrepresentation. Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.

i. Oregon Residency. Addiction Treatment, Recovery & Prevention, and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.

j. Tobacco Use. If Contractor has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered on the grounds of such facilities.

k. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

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

a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.

b. Be an Oregon resident.
c. Have income at or below 250% of the Federal Poverty Level.

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

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

18. **Substance Abuse Prevention and Treatment.** To the extent Contractor provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. County may not use funds received under applicable agreement with Oregon Health Authority for inherently religious activities, as described in 45 CFR Part 87.

19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx.

20. **Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

    a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

    b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

    c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

Exhibit I
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
CONFLICT OF INTEREST

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

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.

2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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 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.
   a. If any funds other than federally appropriated funds have been paid or shall 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
      1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
      2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
      3) This filing shall occur at the same time as the filing in accordance with the instructions.
   b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
   c. 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.
   d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
   e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
   f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.

3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that 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 failure.

Patrick W. Lawler
Patrick W. Lawler (07/16/2025 12:08 CDT)

Exhibit J
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-502
REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit I of 2024-2025 Intergovernmental Agreement #PO-44300-00026008

General Applicability and Compliance. Contractors shall comply with the following requirements herein to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractors and County.

1. **Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in Exhibit B of this Contract ("Services"), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

   a. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.

   b. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.

   c. If this Contract requires Contractor to deliver Addiction Treatment, Recovery & Prevention and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services:

      (1) Provide inpatient hospital services;
      (2) Make cash payments to intended recipients of health services;
      (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
      (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
      (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.

   d. Contractor may expend funds paid to Contractor under this Contact only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor receives $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Contractor expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

2. **Records Maintenance, Access and Confidentiality**.

   a. **Access to Records and Facilities**. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.

b. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.

c. **Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.

d. **Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain a client records for each client who receives services under this Contract. The client record must contain:

(1) Client identification;
(2) Problem assessment;
(3) Services and supports, treatment, training and/or care plan;
(4) Medical information when appropriate; and
(5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract.

e. **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of Individual's information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

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

Which Behavioral Health Providers are Required to Report in MOTS?

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

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers;

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

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

3. **Alternative Formats of Written Materials.** In connection with the delivery of Program Element Services, Contractor shall make available to Client, without charge, upon the Client's reasonable request:

   a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailed documents, and large print upon request. If Contractor does not have access to such alternate formats, then Contractor can request written materials in the Client's preferred format from OHA.

   b. All written materials related to the services provided to the Client in the Client's language. If Contractor does not have access to such languages, then Contractor can request written materials in the Client's language from OHA.

   c. Oral interpretation services related to the services provided to the Client in the Client's language.

   d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Contractor shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client' s who are deaf or hard of hearing and whose preferred mode of communication is sign language.

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

4. **Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

   a. Client, service, and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.

   b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit H, Required Federal Terms and Conditions, Section 14, Disclosure.

5. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H "Required Federal Terms and Conditions," to the certain 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of 1/1/2024, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.

8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.

10. First tier Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J "Provider Insurance Requirements," of the certain 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of 1/1/2024, which Exhibit is incorporated herein by this reference.

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

12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

CERTIFICATE OF LIABILITY INSURANCE

9/4/2024

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

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

PRODUCER
Kemmons Wilson Insurance Group LLC
8700 W Trail Lake Dr #100
Memphis TN 38125

CONTACT NAME: Megan Dorsey
PHONE (A/C, No, Ext): 901-346-8808 **FAX (A/C, No):** 901-346-8860
E-MAIL ADDRESS: mdorsey@virtusins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Chubb Indemnity Ins Co	12777
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED YOUTVIL-01
Youth Villages, Inc.
3320 Brother Blvd
Memphis TN 38133

COVERAGES **CERTIFICATE NUMBER:** 1416339760 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		PHPK2595986	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2595990	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB879290	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A A B	Professional Liability Abuse & Molestation Cyber Liability			PHPK2595986 PHPK2595986 D9824671A	9/1/2024 9/1/2024 9/1/2024	9/1/2025 9/1/2025 9/1/2025	1,000,000 Occ. 1,000,000 Occ.	3,000,000 Agg. 3,000,000 Agg. 5,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER

Deschutes County Health Services Department
2755 NE Courtney Dr
Bend OR 97701
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Cynthia K. Klatt

AGENCY CUSTOMER ID: YOUTVIL-01

LOC #:

ACORD® ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Liability

Axis Surplus Insurance Corporation
Policy #P00100067303303
Limit: $2,000,000 excess of $2,000,000 General Liability
Effective: 09/01/2024 - 09/01/2025

Beazley Insurance Company, Inc.
Policy #BSLXS00020206
Limit: $3,000,000 excess of $4,000,000 General Liability
Effective: 09/01/2024 - 09/01/2025

General Star Indemnity Company
Policy #IXG670273C
Limit: $4,000,000 excess of $2,000,000 Automobile Liability
Effective: 09/01/2024 - 09/01/2025

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

CERTIFICATE OF LIABILITY INSURANCE

9/13/2024

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
2670 Union Avenue Extended, Suite 100
Memphis TN 38112

CONTACT NAME:
PHONE (A/C, No, Ext): 800-728-2374 **FAX (A/C, No):** 817-882-9284
E-MAIL ADDRESS: jwalters@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pennsylvania Manufacturers' Association Insurance	12262
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED YOUTVIL-03
Youth Villages Inc.
3320 Brother Blvd.
Memphis TN 38133

COVERAGES **CERTIFICATE NUMBER:** 1176227861 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**		Y	202475-98-41-35-4	9/15/2024	9/15/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies in favor of Deschutes County Health Services as respects the Workers Compensation as required by written contract directly with the named insured executed prior to loss, subject to policy terms and conditions.

CERTIFICATE HOLDER

Deschutes County
1300 NW Wall Street
Bend OR 97703

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Policy Number 202475-98-41-35-4

ENDORSEMENT

PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY

NCCI Company Number: 11916

Insured Name YOUTH VILLAGES INC

Policy Effective Date: 09-15-2024
12:01 A.M., Standard Time

Agent Name HIGGINBOTHAM INSURANCE AGENCY, INC. Agent No. 0512

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING FORM(S) HAS BEEN AMENDED:
WC 00 03 13 04-84 WAIVER OF OUR RIGHT TO RECOVER

THE NAME AND ADDRESS OF THE WAIVER OF SUBROGATI0N FOR DESCHUTES COUNTY COMMUNITY HAS BEEN AMENDED TO:

DESCHUTES COUNTY HEALTH SERVICES
1300 NW WALL STREET
BEND, OR 97703

[redacted]

Coverage Parts Affected

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date: 09-15-24 , this endorsement forms part of Policy Number 202475-98-41-35-4

Insured Name: YOUTH VILLAGES INC

Policy Effective Date: 09-15-2024

PREMIUM FOR CURRENT ENDT:
SURCHARGE FOR CURRENT ENDT:

NCCI Carrier Code: 11916

Endorsement No: 001 TOTAL PREMIUM:

[redacted]

WC 89 06 00 A

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

[redacted]

DESCHUTES COUNTY HEALTH SERVICES
1300 NW WALL STREET
BEND, OR 97703

[redacted]

HEALTH SERVICES

APPROVAL MEMO

REFERENCE: Contract 2025-502

Everyone:

I confirm this document has been fully signed and executed. If you have not received your stamped copy of the document and would like one, please email grace.evans@deschutes.org.

Administrative Notice of Execution:

Signature:

Email: grace.evans@deschutes.org

Title:

Company:

2577 NE Courtney Drive, Bend, Oregon 97701
(541) 322-7400 @ healthservices@deschutes .org www.deschutes.org/health

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2025

SUBJECT: Approval of an intergovernmental agreement with the Oregon Department of Human Services for the funding of Developmental Disabilities Services

RECOMMENDED MOTION:
Move approval of Document No. 2025-779, an intergovernmental agreement with the Oregon Department of Human Services for the funding of Developmental Disabilities Services.

BACKGROUND AND POLICY IMPLICATIONS:
The Oregon Department of Human Services (ODHS) strives to support the choices of individuals with disabilities and their families within communities by promoting and providing services that are person-centered and directed, flexible, community inclusive and supportive of the discovery and development of each individual's unique gifts talents and disabilities. ODHS is committed to work toward service options to assure that people with developmental disabilities have the opportunity to have lives that are fulfilling and meaningful.

Deschutes County Health Services (DCHS) Intellectual/Developmental Disabilities (IDD) program provides services tailored to each client's needs and circumstances. Services provided include eligibility determination and referral; case management and service coordination; protective service investigations; vocational services; residential services; family support; foster care; and in-home supports.

ODHS Intergovernmental Agreement (IGA #PO-10000-00046963) specifies the financial framework and terms for Community Developmental Disability Services in Deschutes County for fiscal year (FY) 2026 and FY 2027. ODHS provides funding based on the services provided, disbursing allocations according to the Service Element Prior Authorization (SEPA) which defines maximum funding for each Service Element. These funds support expenses essential for delivering IDD Services. DCHS estimates receiving $13,858,832 of funding for FY 2026 and 2027, a 30% increase from the previous biennium. The ODHS Funding Model is attached.

BUDGET IMPACTS:
$13,858,832 estimated revenue for FY 2026 – FY 2027.

ATTENDANCE:
Paul Partridge, Program Manager, IDD
Cheryl Smallman, Health Services Business Officer

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 #PO-10000-00064963 , hereinafter referred to as "Document."

I, Anthony DeBone Chair, Board of County Commissioners

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 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.

Confidential

CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: ODHS #1PO-10000-00046963; Deschutes County Document No. 2025-776

Legal name *(tax filing)*: Deschutes County, a political subdivision of the State of Oregon

DBA name *(if applicable)*: Deschutes County

Billing address: 2277 NE Courtney Drive

City: Bend State: OR Zip: 97701

Phone: 541-322-7500

FEIN: 93-6002292

- OR -

SSN: _____

2025-27 CDDP Workload Model - Spring 2025 Forecast

Deschutes County 157822 Allocated Positions:	Actual Staffing	Average Monthly Salary	Annual Cost for Staffing	Subtotal Annual Staffing Cost	Annual OPE %	Annual OPE Cost	Total Annual Cost	Total Biennial Cost
PEM F X7010 Level 35 (Program Manager)	0.00	10,512	0	-	46.22%	0	0	0
PEM E X7008 Level 33 (Program Manager)	0.84	9,542	7,968	95,611	47.94%	45,834	141,445	282,890
PEM D X7006 Level 31 (Program Manager)	0.00	8,658	0	-	49.83%	0	0	0
PEM C X7004 Level 28 (Supervisor)	4.65	7,490	34,828	417,934	53.03%	221,610	639,544	1,279,089
Administrative Specialist C0107 (AS1)	1.91	4,300	8,223	98,676	70.57%	69,639	168,315	336,630
eXPRS Analyst (Pgm Analyst 2)	2.85	6,866	19,542	234,498	55.17%	129,384	363,882	727,764
Eligibility Case Manager HSS3	3.39	4,715	15,988	191,856	66.95%	128,443	320,300	640,600
Office Support Specialist C0104 (OS2)	6.44	3,952	25,441	305,289	74.20%	226,530	531,818	1,063,637
APS Specialist C6616 24	3.54	6,245	22,085	265,026	57.74%	153,028	418,054	836,108
Oregon Needs Assessement ONA (CM)	3.82	5,419	20,675	248,102	62.06%	153,984	402,087	804,173
Designated Referral Coordinator DRC (CM)	2.13	5,419	11,565	138,781	62.06%	86,134	224,914	449,829
Case Manager C6630 21	25.33	5,419	137,237	1,646,848	62.06%	1,022,113	2,668,961	5,337,922
Licensors / Certification (CS2)	0.37	6,245	2,296	27,547	57.74%	15,906	43,453	86,906
SUBTOTAL	**55.25**			**3,670,168**		**2,252,605**	**5,922,774**	**11,845,547**
Indirect Cost -	15.20%	**FTE**						**1,800,523**
Standard Services & Supplies	$ 3,635	**48.39**						**175,892**
New EE Services & Supplies	$ 5,373	**6.86**						**36,870**
TOTAL								**13,858,832**

Contracts Amounts by Service Element	FTE	Total
Model Contracted Allocation~Local Authority SE 02	3.76	852,560
Model Contracted Allocation~ TCM- Comp SE 48	47.96	12,029,457
Model Contracted Allocation~ Adult Protective Services SE 55	3.54	976,815
Total:	**55.25**	**13,858,832**

Costs Allocable to Case Mgmt - SE 48	FTE	Percent of Total	Monthly Salary	Subtotal (Annual)	OPE %	OPE Cost (Annual)	Total Annual Cost	Biennial
PEM F X7010 Level 35 (Program Mgr)	0.00	100.00%	$ 10,512	$ -	46.22%	$ -	$ -	$ -
PEM E X7008 Level 33 (Program Mgr)	0.84	100.00%	$ 9,542	$ 95,611	47.94%	$ 45,834	$ 141,445	$ 282,890
PEM D X7006 Level 31 (Program Mgr)	0.00	100.00%	$ 8,658	$ -	49.83%	$ -	$ -	$ -
PEM C X7004 Level 28 (Supervisor)	4.65	100.00%	$ 7,490	$ 417,934	53.03%	$ 221,610	$ 639,544	$ 1,279,089
Administrative Specialist C0107 (AS1)	1.91	100.00%	$ 4,300	$ 98,676	70.57%	$ 69,639	$ 168,315	$ 336,630
eXPRS Analyst (Pgm Analyst 2)	2.85	100.00%	$ 6,866	$ 234,498	55.17%	$ 129,384	$ 363,882	$ 727,764
Office Support Staff C0104 (OS2) 15	6.44	100.00%	$ 3,952	$ 305,289	74.20%	$ 226,530	$ 531,818	$ 1,063,637
ONAs C6630 21	3.82	100.00%	$ 5,419	$ 248,102	62.06%	$ 153,984	$ 402,087	$ 804,173
DRCs C6630 21	2.13	100.00%	$ 5,419	$ 138,781	62.06%	$ 86,134	$ 224,914	$ 449,829
Case Manager C6630 21	25.33	100.00%	$ 5,419	$ 1,646,848	62.06%	$ 1,022,113	$ 2,668,961	$ 5,337,922
Staffing Total	**47.96**			**$ 3,185,739**		**$ 1,955,228**	**$ 5,140,967**	**$ 10,281,933**

Add: Indirect	$ 1,562,854
Existing FTE S&S	$ 152,668
New FTE S&S	$ 32,002
Case Mgmt Total	$ 12,029,457

Costs Allocable to APS - SE 55	FTE	Percent of Total	Monthly Salary	Subtotal (Annual)	OPE %	OPE Cost (Annual)	Total Annual Cost	Biennial
APS Specialist C6616 24	3.54	100.00%	$ 6,245	$ 265,026	58%	$ 153,028	$ 418,054	$ 836,108
Staffing Total	**3.54**			**$ 265,026**		**$ 153,028**	**$ 418,054**	**$ 836,108**

Add: Indirect	$ 127,088
Existing FTE S&S	$ 11,259
New FTE S&S	$ 2,360
APS Total	$ 976,815

Costs Applicable to LA (SE02)	FTE Staffing	Percent of Total	Monthly Salary	Subtotal (Annual)	OPE %	OPE Cost	Total Annual Cost	Biennial
Elig. Spec. HSS3 - C6659 (with MMA) 19	3.39	0.00%	4,715	$ 191,856	66.95%	$ 128,443	$ 320,300	$ 640,600
Licensors / Certification (CS2)	0.37	100.00%	6,245	$ 27,547	57.74%	$ 15,906	$ 43,453	$ 86,906
Staffing Total	**3.76**			**$ 219,404**		**$ 144,349**	**$ 363,753**	**$ 727,506**

Add: Indirect	$	110,581
Existing FTE S&S	$	11,965
New FTE S&S	$	2,508
LA02 Total	$	852,560

FTE Total 48, 55 and 02	55.25
FTE from Above	55.25
Difference	-

Grant Agreement Number PO-10000-00046963
eXPRS Number 157822

STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**," and

Deschutes County
1340 NW Wall St.
Bend, OR, 97703
Attention: Paul Partridge or **Max Davidson**
Telephone: (541) 322-7546 or **(541) 322-7551**
E-mail address: paul.partridge@deschutes.org or **max.davidson@deschutes.org**

hereinafter referred to as "**Recipient**", "**County**" or "**CDDP**"

The program to be supported under this Agreement relates principally to the ODHS'

Office of Developmental Disabilities Services
500 Summer Street NE, E09
Salem, Oregon 97301
Agreement Administrator: Heather Smith or delegate
Telephone: (503)877-0635
E-mail address: heather.m.smith@odhs.oregon.gov

1. Effective Date and Duration.

This Agreement shall become effective on the last date all required signatures have been obtained. County's performance of the program described in Exhibit B may start on **July 1, 2025,** shall be governed by the terms and conditions herein, and for such expenses incurred by County may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit B. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2027**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

2. Agreement Documents.

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

(1) Exhibit A: Definitions

(2) Exhibit B, Part 1: Operations and Administration Terms and Conditions

(3) Exhibit B, Part 2: Service Element Standards and Procedures

(4) Exhibit B, Part 3: Financial Terms and Conditions

(5) Exhibit C: Special Terms and Conditions

(6) Exhibit D: General Terms and Conditions

(7) Exhibit E: Standard Terms and Conditions

(8) Exhibit F: Federal Terms and Conditions

(9) Exhibit G, Part 1: Required Subcontractor Provisions

(10) Exhibit G: Part 2: Subtractor Insurance

(11) Exhibit H, Part 1: Privacy and Security Agreement

(12) Exhibit H, Part 2: Third Party Information System Access Request

(13) Attachment #1: Days and Hours of Operation

(14) Attachment #2: Disclosures Report

(15) Attachment #3: ODDS Case Management Entity FTE Survey

There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

b. This Agreement and the documents listed in Section 2., "Agreement Documents", Subsection a. above, shall be in the following descending order of precedence:

(1) This Agreement without Exhibits

(2) Exhibit F: Federal Terms and Conditions

(3) Exhibit H, Part 1: Privacy and Security Agreement

(4) Exhibit H, Part 2: Third Party Information System Access Request

(5) Exhibit E: Standard Terms and Conditions

(6) Exhibit A: Definitions

(7) Exhibit B, Part 1: Operations and Administration Terms and Conditions

(8) Exhibit B, Part 2: Service Element Standards and Procedures

(9) Exhibit B, Part 3: Financial Terms and Conditions

(10) Exhibit C: Special Terms and Conditions

(11) Exhibit D: General Terms and Conditions

(12) Exhibit G, Part 1: Required Subcontractor Provisions

(13) Exhibit G, Part 2: Subtractor Insurance

3. Grant Disbursement Generally.

a. Payments to County shall be subject to ORS 293.462 and shall be made in accordance with the payment schedule and requirements in Exhibit B Part 3, "Financial Terms and Conditions."

b. All funds paid to County under this Agreement are subject to recovery as set forth in Exhibit B, Part 3.

4. Subrecipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

☐ County is a subrecipient ☒ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.778

5. County Information and Certification.

a. County Information. County shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

County Name (exactly as filed with the IRS): Deschutes County, a political subdivision of the State of Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703-1959

Email address: Deschutes.org

Telephone: (541) 322-7500 Fax: (541) 322-7565

County Proof of Insurance. County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self Insured Effective 7/1/87

Policy #: _____ Expiration Date: No Expiration

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

(1) 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 grant activities are being performed. 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County, in addition to any remedies that may be available to ODHS under this Agreement;

(2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;

(3) 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;

(4) 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*;

(5) County 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" found at: *https://www.sam.gov/SAM*;

(6) County is not subject to backup withholding because:

(a) County is exempt from backup withholding;

(b) 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

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

(7) County's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN or SSN within 10 days.

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

6. **Signatures**. This Agreement 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 Agreement and any amendments so executed shall constitute an original.

Deschutes County
By:

	Anthony DeBone
Authorized Signature	Printed Name
Chair, Board of County Commissioners	
Title	Date

State of Oregon, acting by and through its Oregon Department of Human Services
By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Approved via email by Devon Thorson	July 3, 2025
Oregon Department of Justice	Date

EXHIBIT A

Definitions

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Element Standards and Procedures, in the special conditions of the Service Element Prior Authorization (SEPA), and in the Exhibit H, Part 1 "Privacy and Security Agreement". When a word or phrase is defined in a particular Service Element Standards and Procedures, or special condition in the Service Element Prior Authorization, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Element Standards and Procedures, or special condition in which it is defined.

1. **"Access"** means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets.

2. **"Allowable Costs"** means the costs determined in accordance with the provisions of 2 CFR., Subtitle B, with guidance at 2 CFR, Part 200, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Element Standards and Procedures, or special conditions identified in the Service Element Prior Authorization.

3. **"Audit"** means an inspection completed by a Certified Public Accountant using standards and accepted practices of accounting activities to ensure that all state and Federal Funds are expended for the purpose the funds were contracted and intended for without fraudulent activity.

4. **"Career Development Plan"** or **"CDP"** has the meaning set forth in OAR 411-317-0000.

5. **"Carryover"** means funds received by CDDP for eligibility, Special Projects Licensing and Abuse Investigations staff that remain available at the close of a State fiscal year or a biennium.

6. **"Case Management Entity"** or **"CME"** has the meaning set forth in OAR 411-317-0000.

7. **"Case Management Services"** has the meaning as set forth in OAR 411-317-0000.

8. **"CDDP Administrator"** has the meaning set forth in Exhibit C, Section 3 "Appointment of CDDP Administrator" of this Agreement.

9. **"Child Welfare"** means the Oregon Department of Human Services (ODHS), Child Welfare Division.

10. **"Claim"** has the meaning set forth in OAR 411-370-0010.

11. **"Client"** has the same meaning as Individual or Recipient, for purposes of this Agreement.

12. **"Client Prior Authorization"** or **"CPA"** means an authorization for a specific Individual to receive a particular Service, by an identified Provider, at a rate approved by

ODHS. The CPA is submitted by CDDP for the Provider once an Individual and the Provider have agreed to a Service. The CPA specifies:

a. the Service.

b. the Individual or Recipient.

c. the effective date and end date for the Services authorized in the CPA.

d. the rate for the Service.

13. "**Client Record(s)**" means any client, applicant, or participant information regardless of the media or source, collected by CDDP in the course of completing the Work, provided through the Network and Information Systems to CDDP, or otherwise exchanged between the parties.

14. **"Centers for Medicare and Medicaid Services"** or **"CMS"** means the federal agency within the Department of Health and Human Services that administers Medicare and works in partnership with all fifty states to administer Medicaid.

15. **"Common Law Employer"** or **"CLE"** means the employer referred to in OAR 411-375-0010.

16. **"Community Developmental Disabilities Program"** or **"CDDP"** has the meaning as set forth in OAR 411-317-0000.

17. **"Community Engagement"** means a collective process by which people address shared concerns and propose solutions to shared problems. It results in equitable and positive social change.

18. **"Community First Choice K Plan"** or **"K Plan"** has the meaning as set forth in OAR 411-317-0000.

19. **"Community Partners"** means an Individual or organization invested or involved in either an Individual with I/DD or the provision of services to Individuals with I/DD. Examples of a Community Partner may include, but is not limited to, a self-advocate, family member, Provider, Brokerage, CDDP, Service Coordinator, Personal Agent, agency board member, ODHS/OHA representative, Tribal member, and or consultant.

20. **"Data Analysis and Collection"** means the process for gathering and synthesizing of data that can be used for making informed decisions.

21. **"Developmental Disability"** or **"DD"** has the meaning as set forth in OAR 411-320-0020.

22. **"Developmental Disabilities Services"** or **"DD Services"** has the meaning as set forth in OAR 411-317-0000.

23. **"Disbursement Claim"** means a document executed and delivered to ODHS by a Provider or CDDP, either electronically in eXPRS or in hard copy, with respect to a DD Service authorized in a CPA and PPA, or POC, certifying that a unit of that DD Service was delivered by a Provider identified in the CPA and PPA, or POC, to the Individual identified in the CPA or POC, during the period specified in the CPA or POC; and requesting disbursement of funds for that unit of DD Service.

24. **"Employer"** has the meaning as set forth in OAR 411-317-0000.

25. **"Employer Resource Connections"** or **"ERC"** means the voluntary training program provided by the Oregon Home Care Commission and offered to all Individuals receiving in-home Services. ERC meets the K Plan requirement for voluntary training on how to select, manage, and dismiss attendants, and provides activities to empower and inform Individuals receiving in-home Services regarding their rights, roles, and responsibilities as Employers of Personal Support Workers.

26. **"Express Payment and Reporting System"** or **"eXPRS"** means an information system for managing the disbursement and tracking of ODHS payments for the Developmental Disabilities Programs.

27. **"Federal Funds"** means all funds paid to CDDP under this Agreement that ODHS receives from an agency, instrumentality, or program of the federal government of the United States.

28. **"Fraud"** means an intentional deception or misrepresentation made by an individual with the knowledge that the deception may result in some unauthorized benefit to the individual or some other person. It includes any act that constitutes fraud under applicable federal or state law.

29. **"Full-time Equivalent"** or **"FTE"** means a unit of measure equivalent to one person working full-time. An FTE is calculated based on the CME's work hours of a regular work week. Employees who work fewer hours than a regular work week have their hours divided by the regular full-time work week hours. An FTE of 1.0 is equivalent to full-time; an FTE of 0.5 is half of a full-time equivalent.

30. **"Functional Needs Assessment"** or **"FNA"** has the meaning as set forth in OAR 411-317-0000.

31. **"Geographical Information Systems"** or **"GIS"** means the tracking system the State uses to track when an emergency occurs in the area Individuals reside.

32. **"Individual"** has the meaning as set forth in OAR 411-317-0000.

33. "**Individual Support Plan"** or **"ISP"** has the meaning as set forth in OAR 411-317-0000.

34. **"Individual Support Plan Team"** or **"ISP Team"** means a group of people that include the Individual, the Services Coordinator or Personal Agent, when applicable the Individual's designated representative and or others chosen by the Individual to participate in service planning, as described in OAR 411-415-0070.

35. "**Information Asset(s)**" refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy.

36. **"Intellectual Disability"** or **"ID"** has the meaning as set forth in OAR 411-320-0020.

37. **"Intellectual or Developmental Disability"** or **"I/DD"** has the meaning as described in OAR 411-320-0020.

38. **"Language Access"** means the full accessibility of information through languages and terminology.

39. **"Late Fees"** means a payment made to a Personal Support Worker (PSW) when their services and timesheet are submitted on time, but their payment is issued after the scheduled pay processing date due to administrative error.

40. **"Level of Care"** or **"LOC"** has the meaning as described in OAR 411-317-0000.

41. **"Local Match"** means the opportunity for Local Government Entities, including Transit Districts, to request additional Federal Funds to recoup costs for Intellectual and Developmental Disabilities program expenditures, exceeding allotted state funds, in the following services: Local Match Transportation and Case Management Operations. The Local Government Entity is responsible for the local fund portion and providing the necessary documentation to ODHS for approval. If approved, the local funds will be submitted for federal match.

42. **"Medicaid"** means Federal Funds received by ODHS under Title XIX and Section 1115 of the Social Security Act and the Children's Health Insurance Program (CHIP) Title XXI administered jointly with Title XIX funds as part of state medical assistance programs by ODHS.

43. **"Medicaid Fraud"** means the providing of false information to claim reimbursement for Medicaid funded services. Medicaid Fraud includes, but is not limited to, the following activities: billing for services not actually performed; billing for more expensive services than actually rendered; billing for several services that should be combined into one billing; and billing twice for the same service.

44. **"Misexpenditure"** means money, other than Overexpenditure, disbursed to CDDP by ODHS under this Agreement and expended by CDDP that:

a. is identified by the federal government as expended contrary to applicable statutes, rules, the provisions of 2 CFR. Subtitle B, with guidance at 2 CFR, Part 200, or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of Federal Funds, a federal notice of disallowance, or otherwise; or

b. is expended in a manner not permitted by this Agreement, including without limitation, any money expended by CDDP, contrary to applicable statutes, rules, OMB Circulars, or any other authority that governs the permissible expenditure of such money; or

c. is expended on the delivery of a DD Service in violation of the Service Element Standards and Procedures of this Agreement with respect to that DD Service.

45. **"Network and Information System(s)"** means the ODHS and State of Oregon's computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area and local networks, and the internetworking of various types of networks.

46. **"ODDS"** has the meaning set forth in OAR 411-317-0000.

47. **"Office of Training, Investigation and Safety"** or **"OTIS"** means the ODHS office responsible for rule, policy and practice oversite of adult abuse investigations conducted by CDDPs and for conducting ODDS child abuse investigations in non-familial settings.

48. **"Oregon Health Authority"** or **"OHA"** means the agency established in ORS Chapter 413 that administers the funds for Titles XIX and XXI of the Social Security Act. It is the single state agency for the administration of the medical assistance program under ORS Chapter 414. For purposes of these rules, the agencies under the authority of the Oregon Health Authority are the Public Health Division, Health Systems Division, External Relations, Health Policy and Analytics, Fiscal and Operations, Health System Division, Office of Equity and Inclusion, and the Oregon State Hospital.

49. **"Oregon Needs Assessment"** or **"ONA"** has the meaning set forth in OAR 411-317-0000.

50. **"Overexpenditure"** means money disbursed by ODHS under this Agreement and expended by CDDP that is in excess of the amount CDDP is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.

51. **"Personal Agent"** shall have the meaning set forth in OAR 411-317-0000.

52. **"Personal Support Worker"** or **"PSW"** has the meaning as set forth in OAR 411-317-0000.

53. **"Plan of Care"** or **"POC"** means a service authorization feature in eXPRS that is a collection of individual Provider service authorizations for an Individual with I/DD. These Service Authorizations in accepted status are required to enable the Provider of the authorized Service to successfully submit Claims for payment.

54. **"Program Area"** means the geographic area within the State of Oregon where CDDP is contracted to provide DD Services. The Program Area for this Agreement are the counties of: Deschutes, Abuse Services for Jefferson and Crook, Licensing Services for Jefferson County(s).

55. **"Provider"** has the meaning as set forth in OAR 411-317-0000.

56. **"Provider Enrollment Application and Agreement"** or **"PEAA"** has the meaning set forth in OAR 411-370-0030.

57. **"Provider Prior Authorization"** or **"PPA"** means an authorization, either through eXPRS or by submission to ODHS of a document acceptable to ODHS, for funding awarded in the SEPA for delivery of a particular DD Service by a particular Provider, and for Provider submission of Disbursement Claims for the DD Service, that specifies:

a. the DD Service.

b. the Provider.

c. a period during which the authorization may be used to support delivery of the DD Service by the Provider.

d. whether the PPA is an "Opt Out" PPA for those Providers that are paid through a CPA and have fluctuating amounts in a specific month; or the PPA is for a specific amount authorized to the Provider for a specified time frame. If the PPA is for an amount for a specific Provider, the total amounts authorized in the PPAs cannot exceed the total SEPA amount for that time frame for that DD Service.

58. **"Rationed Fee for Services"** or **"RFFS"** means the Case Management Entity billings paid up to the maximum monthly amount of the PPA. All Case Management Entity billings entered that meet the criteria for a successful claim, yet exceed the maximum monthly amount of the PPA, will suspend to be utilized for future payments up to the amount outlined in the Biennial Legislatively Approved Budget.

59. **"Recipient"** has the meaning as set forth in OAR 411-370-0010.

60. **"SEPA Adjustment"** means a document, acceptable to ODHS, that may be presented and executed in hard copy, or electronically in eXPRS, by CDDP, that amends the SEPA, with respect to one or more DD Services, to reflect the new maximum amount of funding that ODHS will provide under this Agreement through eXPRS for the specified Service Element(s), as well as any new or modified special performance or other requirements.

61. **"SEPA Pass Code"** or **"SEPA Pass Phrase"** means a code used by eXPRS to verify the identity of the individual accepting the SEPA Adjustment on behalf of CDDP.

62. **"Service"** means any one of the DD Services for Individuals listed in Exhibit B, Part 2 "Service Element Standards and Procedures" of this Agreement provided directly by County or authorized by County or Subcontractor pursuant to this Agreement.

63. **"Service Access"** means the intentional removal of barriers to ODHS services with an intentional focus on historically marginalized communities.

64. **"Service Authorization"** means an authorization by CDDP of the DD Services that CDDP is responsible to authorize according to Exhibit B, Part 2 "Service Elements and Procedures", Section 3 "Service Element Standards and Procedures Review Process," as identified in an Individual's ISP, and entered for billing purposes into eXPRS via POC or a CPA.

65. "**Service(s) Coordinator**" has the meaning as set forth in OAR 411-317-0000.

66. **"Service Element"** has the meaning as set forth in OAR 411-317-0000.

67. **"Service Element Prior Authorization"** or **"SEPA"** means the maximum amount of Service Element funding that ODHS will provide to CDDP under this Agreement through eXPRS, and any Service Element associated special performance or other requirements. The SEPA is broken down by Service Element and may be amended from time to time by a SEPA Adjustment.

68. **"Service Element Standards and Procedures"** has the meaning set forth in OAR 411-370-0010.

69. "**Service Equity"** means promoting health, safety, belonging and independence for all Individuals by adapting services and policy to eliminate discrimination and disparities in the delivery of human services.

70. **"Settlement"** means the process through which ODDS determines Underexpenditures and Overexpenditures, and resolves Misexpenditures, at the end of each Agreement period, upon Agreement termination or on an interim basis, if necessary, during the term of this Agreement.

71. **"Subcontract"** means a contract between the CDDP and a third party to perform one or more of the direct Service(s) required under this Agreement. Subcontract does not include contracts for CDDP ancillary services.

72. **"Subcontractor"** means a third-party contractor that contracts with the CDDP to perform one or more Service(s) under this Agreement and may include all CDDP functions that the CDDP is required to perform under this Agreement.

73. **"Systemic Disproportionally"** means how racial bias or service inequity among various institutions work together, intentionally or not, to disenfranchise and create very different outcomes.

74. **"Transmittals"** means communications that request action from, or provide policy, program, training, and other information to CDDP. Transmittals take the form of Action Requests (AR), Information Memoranda (IM), or Policy Transmittals (PT).

75. **"Underexpenditure"** means money disbursed by ODHS under this Agreement and not expended by CDDP that is less than the amount CDDP is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.

76. "**User**" means any individual authorized by ODHS to access Network and Information Systems and who has an assigned unique log-on identifier.

77. **"Waivers"** mean the 1915(c) Home and Community Based Services Waivers and 1915(b)(4) Fee-for-Service Selective Contracting Program.

78. **"Written Materials"** means documents and forms created by CDDP or ODDS, in connection with Services being provided to the Individual.

79. **"Workforce Representation"** means the range of human differences in the workforce that recognizes all Individuals served in the Program Area.

80. **"Workload Model"** or **"WLM"** means the computation of FTE based on the data collection conducted by ODHS and fixed percentages based on caseloads.

EXHIBIT B

Part 1
Operations and Administration Terms and Conditions

1. CDDP Administrative Responsibilities.

In performing the Work under this Agreement:

a. CDDP shall adhere to all applicable Oregon Administrative Rules (OAR), Oregon Revised Statutes (ORS) and federal CFRs pursuant to this Agreement. CDDP shall comply with all language and requirements outlined in the Community First Choice K Plan option and Medicaid Waivers when applicable, including updates and amendments, or as instructed by ODDS through Transmittals. In general, Transmittals are written to provide clarification or guidance of an existing rule, statute, or CFR.

Outside of natural disasters, pandemics or circumstances that would put Individuals in service at risk, any policy and Transmittal that is written by ODDS that requires new work for a Case Management Entity (CME) will necessitate ODDS to give the CME an opportunity to provide input within specified timelines. ODDS will analyze the input for impact to workloads, making adjustments where appropriate, prior to issuing the Action Request (AR) or Policy Transmittal (PT). This excludes policies resulting from a rule change that is required by a federal or state directive, as rules and rule amendments require a fiscal analysis and are provided to the Rule Advisory Committee.

b. CDDP shall participate in person, by phone, or video conference, in CDDP program manager meetings monthly or at a frequency designated by ODDS. Meetings will be scheduled by ODDS with representatives designated by ODDS to review, clarify, and further plan the Work performed under this Agreement. These ODDS and CDDP meetings shall be scheduled at a time mutually acceptable to both parties. CDDP will ensure a representative will participate in 80% of CDDP program manager meetings for the term of this Agreement.

c. CDDP shall participate in person, by phone, or video conference in other required, scheduled meetings. ODDS shall make reasonable effort to schedule meetings at a time and place conducive to the greatest number of participants.

d. CDDP management is responsible for ensuring all information provided by ODHS is communicated effectively and timely with all applicable CDDP staff.

e. CDDP must comply with ODDS designated IT systems upon implementation and training. These systems will be designated as the state systems of record for the applicable information.

f. **Career Development Plan.** CDDP shall develop a Career Development Plan (CDP) consistent with ODDS policy and administrative rules, as well as Executive Order 15-01, as part of the ISP for all Individuals of working age, including transition age Individuals, prior to their expected exit from school or within one year of an unexpected exit from school.

(1) CDDP shall submit copies of the CDP documents to ODHS upon request or cooperate with ODDS field review to verify compliance with timely development of CDPs.

(2) In the event the CDDP fails to develop a CDP for any Individual, the CDDP shall take corrective action and develop the CDP within 90 calendar days of the date the CDDP is notified by ODHS, or the CDDP self identifies the absence of a required CDP. The CDP development must meet the requirements as outlined in ODDS policy and administrative rule. These newly developed CDPs must be submitted to ODDS for a quality assurance review.

(3) If CDDP fails to respond or follow the directives as lined out in a. and b. above, a financial penalty not to exceed $150 per identified CDP may be assessed.

g. Emergency Plan. CDDP must maintain at all times an emergency plan, policies, and procedures in accordance with OAR 411-320-0040(10).

(1) Emergency plans must address, but are not limited to responses to any natural disasters, pandemics, or other times when the CDDP may have to react to reducing office hours and or building closures; and that ensure continuity of care to Individuals.

(2) CDDP must submit their emergency plan upon request for review by the ODDS Case Management Support Services Unit.

(3) ODDS will presume CDDP Program Director is emergency contact unless otherwise provided a minimum of one (1) dedicated employee who is the emergency contact after-hours.

(4) CDDP must have a minimum of one (1) employee who has access to the ODHS Geographic Information System (GIS) or other ODDS approved data system and will pull data as needed based on local community need.

h. Service Equity.

(1) Service Equity Assessment. CDDP will conduct a service equity assessment and will reassess every two years from the first submission, unless approved by ODDS in writing; an email will suffice. CDDP will submit their assessment updates to ODDS Service Equity and Inclusion Manager, and Person-Centered Practices and Service Equity Coordinator and other staff identified by ODDS. Service equity assessments must address at a minimum the following priority area:

(a) Systemic Disproportionality.

(b) Language Access.

(c) Workforce Representation.

(d) Data Analysis and Collection.

(e) Service Access.

(f) Community Engagement.

(g) Identification and development of staff skills, awareness and or practices using an equity lens when providing Services.

(2) Service Equity Action Plan. CDDP will develop and maintain a Service Equity Action Plan that outlines goals and strategies to be worked on between reassessment timelines. Plans must address at minimum one of the following the following priority areas:

(a) Systemic Disproportionality.

(b) Language access.

(c) Workforce Representation.

(d) Data analysis and collection.

(e) Service access.

(f) Community engagement.

(g) Identification and development of staff skills, awareness and or practices using an equity lens when providing Services.

(3) CDDP Service Equity Assessment and Action Plan may be developed in any format. ODDS will not require a specific format

(4) CDDP will maintain Service Equity Assessment and Action Plan and will review them periodically, but not less frequently than every two years unless otherwise approved in writing by ODDS prior to deadline, an email will suffice. CDDP will submit their assessment and plan updates to ODDS Service Equity and Inclusion Manager and Person-Centered Practices and Service Equity Coordinator, and other staff identified by ODDS.

i. CDDP will measure progress dependent on the priority area and outcomes identified from the CDDP Service Equity assessment. Progress and additional action items based on progress will be reported annually, no later than June 30th to ODDS Service Equity and Inclusion Manager and Person-Centered Practices and Service Equity Coordinator and/or other staff identified by ODDS with an understanding that many goals will have long-term progress timeline.

j. ODDS will support systemic transformation in service equity by:

(1) Identifying shared areas for learning, technical assistance, and improvement.

(2) Developing training opportunities for the CDDP based upon system wide trends and improvement areas and offering those trainings to CDDP staff.

(3) Extracting and sharing best practice ideas and methods from the CDDP submitted plans.

(4) Providing technical assistance to CDDP when requested for Service Equity Action Plan that may include:

(a) Action plan templates.

(b) Limited trainings for CDDPs staff.

(c) Providing data.

k. CDDP will work in conjunction with ODHS to engage and connect staff to learning opportunities specific to Tribal Engagement that will be provided or attended annually that is focused on the Nine Federally Recognized Tribes and Urban Indian Health Centers in Oregon. Opportunities can include, but aren't limited to, online training courses, in-person events, and or Tribal community events. CDDP will commit to engagement with ODDS staff to support in identifying barriers and successes as well as ways that ODDS or ODHS can provide technical assistance for improvement. CDDP staff will participate in trainings provided by ODHS to understand Tribal Consultation and Tribal Engagement that is focused on building culturally responsive government-to-government relationships that uphold and recognize Tribal sovereignty.

l. FTE Survey.

CDDP must complete and submit FTE Survey to ODDS.Contracts@odhsoha.oregon.gov no later than February 28, 2026. Failure of the CDDP to submit the completed survey may result in a reduction of funding.

m. Workload Model.

(1) CDDP will participate in maintaining the Workload Model (WLM) for the computation of FTE.

(2) ODHS Office of Forecasting, Research and Analysis (OFRA) will calculate the official forecasted caseload of eligible Individuals the CDDP may serve during the biennium, which will inform the biennial Workload Model maintained by the ODHS Office of Reporting Research, Analytics and Implementation (ORRAI). The most recent Workload Model is attached to the SEPA for the period for the Services. Funding for CDDP FTEs is allocated within the Workload Model.

(3) CDDP will nominate participants to a steering committee to review WLM calculations. ODDS will facilitate conversations with ORRAI to provide a 2-week window when possible, for CDDP and the steering committee to review and provide feedback of WLM on the calculations prior to those numbers being finalized and submitted to the ODHS Budget Office.

2. CDDP Assistance with Provider and Employer Enrollment, Credentials, and Payments.

a. CDDP shall assist any Individual who wishes to hire a Personal Support Worker (PSW) with the following:

(1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE, CDDP will:

(a) Initiate enrollment of the CLE into the Fiscal Management Agent Services (FMAS) vendor's web portal (currently referred to as "BetterOnline").

(b) Refer Individuals to the Employer Resource Connection contractor serving in the Program Area. If the CDDP identifies a need for ERC program services and resources, the CDDP shall refer the CLE to the ERC contractor.

(2) CDDPs must comply with requests from the Oregon Home Care Commission (OHCC) and its Customer Relations and Workers' Compensation Units for information regarding workers' compensation claims, PSW safety complaints, Americans with Disabilities Act (ADA) accommodation requests, unemployment claims related to an individual who is the employer of PSWs, PSW late payment complaints, and PSW complaints and grievances.

(3) Assist the Individual in the enrollment process for PSWs by:

(a) Providing PSWs with a Provider Enrollment Application and Agreement (PEAA) and initiating a Criminal History Check (CHC).

(b) Initiating the PSW enrollment in the FMAS vendor's web portal. For each new PSW, CDDP will provide the required information to successfully enroll the PSW.

b. CDDP shall assist Individuals by verifying that certifications, licenses, CHCs, driver's licenses, and auto insurance are valid prior to Services being authorized for PSW Providers.

c. CDDP must review and approve or reject the PSW time sheet, progress note, and mileage log. CDDP must review and approve or reject PSW submitted Services Delivered billing entries accordingly. CDDPs will work with PSWs or direct PSWs to work with their CLE for suspended payment claims that are unrelated to an eligibility issue.

d. CDDP is required to submit an Out of Cycle (OOC) request for payment for PSWs, if the PSW turned in a properly completed timesheet within the dates as outlined on the approved PSW payment calendar, and the timesheet was not approved due to an administrative error on the part of the CDDP. The OOC request for payment must be submitted within one business day of the CDDP verifying that an error occurred and that it was due to an administrative error. CDDP will be invoiced for all fees incurred for OOC requests due to administrative error, including but not limited to, no more than a $125 fee per day for initiating an OOC. ODDS will calculate the $125 fee per day based on number of requests received for the day and invoice CDDP quarterly.

CDDP will also be invoiced for any approved PSW Late Fees generated due to CDDP error at a rate of $20 per day as determined through the OHCC late and partial payment process. CDDP must respond timely to any request for additional information from OHCC or ODDS. The number of days for the PSW Late Fee

will be calculated as follows: the Provider will receive $20 per day beginning on the day the Provider submits the OHCC Late Pay Penalty form and ending on the actual date processing of the late or partial payment occurred. All Providers will be eligible for late or partial payment fees of twenty dollars ($20) per day for three (3) days, no matter their overall gross payment. Besides the minimum late payment, PSW Late Fees will only match, not exceed the overall gross payment that is delayed. This cap on PSW Late Fees will not apply when a PSW experiences an additional payment occurrence within one calendar year or the verification of the late payment takes longer than 60 days from form submission. In the event that CDDP is at fault for the initial late payment, but resolution is delayed due to issues outside of CDDP control, CDDP will not be responsible for late fees over and above the time taken for CDDP to act to resolve the matter.

e. In the event that CDDP has a reasonable cause to believe that a CLE or PSW is committing Medicaid Fraud, CDDP will notify the ODDS Provider Administration Manager and the Medicaid Fraud Unit immediately.

3. Days and Hours of Operation; Notifications to ODDS.

a. CDDP must provide the days and hours it will be open to the public by submitting a completed Attachment #1 to ODDS when the Agreement is signed by the CDDP. Failure by CDDP to provide this information will prevent Agreement execution by ODHS and distribution of the signed Agreement. CDDP must report any changes to the days and hours of operation to ODDS.contracts@odhsoha.oregon.gov within 24 hours of the decision.

b. If CDDP must close or reduce its hours of operation as described in Attachment #1 for any reason, including but not limited to a loss of utilities, a pandemic, or a natural disaster, CDDP must notify ODDS' Agreement Administrator by email or telephone within 24 hours of the reduction or closure. If CDDP cannot meet the deadlines to approve PSW timesheets, CDDP will notify ODDS' Provider Administration Manager immediately by email or telephone.

c. CDDP will nominate participants for a workgroup that will explore and identify the data needed to be collected for ongoing support of Individuals in Case Management Services that is requested or is necessary. Discussion will include but is not limited to the following scenarios:

(1) Hospitalization, discharges, emergency room visits with requests for involvement.

(2) Child Welfare calls for children in hospitals or emergency rooms when Child Welfare determines no abuse or neglect and child needs additional support.

(3) Providers needing ISP amendments prior to the next business day.

(4) Providers identifying additional supports are needed for an Individual.

(5) Individuals needing immediate new placements as a result of Providers delivering immediate exit notices.

(6) Protective service needs as the result of abuse and neglect allegations.

(7) Providers needing to move Individuals out of a setting due to an emergency (i.e. fire, flood, loss of power, staffing).

(8) Death of an Individual.

d. CDDP will collect data identified from after hours workgroup for Individuals enrolled in Case Management Services as described in 3.c. above. ODDS will provide a template for tracking and reporting. CDDP will submit data reports using the ODDS provided template no later than December 31, 2025 and June 30, 2026, unless an alternative reporting scheduled is mutually agreed upon by both parties in writing prior to deadline, email communication will suffice.

e. ODDS reserves the right to reduce funding if CDDP's days or hours of operation are reduced from those identified in Attachment #1 unless the reduction in operations is the result of an overall statewide fiscal reduction due to a legislative action.

4. ODDS Administrative Responsibilities.

a. ODDS will publish Action Requests and Policy Transmittals that have an impact on the day-to-day processes and operation of a CDDP to the Innovation and Engagement website prior to publication. Website comments will be reviewed and responses to those comments posted at the time of publication of the Transmittal. ODDS reserves the right to not respond to all individual website comments.

b. ODDS will publish Transmittals prior to the effective date of the Transmittal, when possible. There may be times due to states of emergency, pandemics, and or natural disasters that Transmittals may not be published timely and may be retroactive.

c. ODDS will provide training to CDDP's staff prior to implementing new IT systems. Training may be in multiple formats including, but not limited to, in person, webinars, the ODHS approved learning management system, and other media sources. In person trainings will be conducted, at a minimum, in four areas of the State.

d. ODDS will respond to fiscal inquiries from CDDP within five (5) business days of receipt of a written inquiry. Fiscal inquiries must be submitted to cau.invoice@odhsoha.oregon.gov.

e. ODDS will only post results from final quality assurance reports on the ODHS website. ODDS will analyze statewide finding and trends and will share those findings periodically in meeting with CMEs as identified and determined by ODDS prior to posting on the website for strategic messaging.

f. If a CDDP refuses to follow the rules identified in all applicable ODHS and OHA CFRs, OARs or ORSs that require the CDDP to take action necessary to assure the health and safety of Individuals enrolled in or applying for DD Services under this Agreement ODDS will notify the CDDP in writing that ODDS intends to perform the functions necessary for the health and safety of the Individuals.

ODHS may reduce the funding received by the CDDP to cover the costs of ODDS fulfilling the roles necessary for the needed actions.

5. Quality Assurance.

a. ODHS' quality assurance activities include, but is not limited to:

(1) Review of Case Management Services.

(2) Review of assessments, ISPs, and LOCs.

(3) Review of CDDP's Provider monitoring, complaints, and other contracted obligations.

(4) Review application and eligibility documentation.

(5) Review of approved Case Management claims.

b. CDDP shall:

(1) Comply with all ODHS quality assurance reviews, plans, and processes designed to monitor and ensure CDDP's timely and accurate CMS compliance.

(2) Follow all undisputed remediation instructions, including timelines, resulting from the quality assurance review findings.

(3) Make available to ODHS' quality assurance staff, upon request, access, including a login and password, to any electronic systems and or provide any physical documentation that contains information related to the Services provided to Individuals enrolled in Case Management Services and or maintain the health and safety of Individuals.

c. ODHS shall:

(1) Notify CDDP in advance of a ODHS quality assurance review.

(2) Provide timely feedback to CDDP of quality assurance review findings and an opportunity for CDDP to dispute those findings prior to the final report.

(3) Provide technical assistance and training to CDDP in the areas identified as needing improvement by the quality assurance review. Technical assistance and training provided by ODHS will not negate necessary remediation activities by CDDP.

EXHIBIT B

Part 2
Service Element Standards and Procedures

1. Provision of Services.

a. The DD Services listed in this Section 1 and described in this Exhibit B Part 2 must be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, most current ODDS expenditure guidelines, and Service Element Standards and Procedures for the DD Services. Requirements for Service Elements may be found in the OARs listed below. Any additional requirements may be found in this Exhibit B Part 2. Only the DD Services listed are subject to this Agreement.

b. Upon acceptance of the Service Element Prior Authorization (SEPA) in eXPRS, CDDP agrees to directly provide or subcontract for the DD Services. The DD Services provided by CDDPs whose costs are covered in whole or in part with the SEPA are:

	Service Name	References
(1)	Eligibility and Licensing	Chapter 411, Division 320, Service Element Standards and Procedures
(2)	Case Management Operations	Chapter 411, Divisions 415 and 320; Service Element Standards and Procedures
(3)	Abuse Investigation Services	Chapter 411, Division 320; Service Element Standards and Procedures

2. Service Element Standards and Procedures Review Process.

ODHS shall update this Exhibit B, Part 2 as follows:

a. ODDS will engage with a standing group of Community Partners to review and, if needed, modify this Exhibit B, Part 2. Community Partners shall include CDDP staff, designated representatives, ODDS staff, and other parties identified by ODDS.

b. Upon determining that an update is necessary, a draft of the document changes will be sent to the Community Partner group via e-mail for review and comment. The ODDS e-mail shall include a time, date, and conference line number or virtual meeting information for a discussion between ODHS and CDDP's regarding the draft Service Element Standards and Procedures being reviewed. ODHS will accept comments via e-mail for 15 business days after the date of the ODDS e-mail with the changes.

c. After the discussion and the deadline for receipt of any e-mail review and comments from CDDP staff, ODHS will consider any information from CDDP's when determining the final changes to this Exhibit B, Part 2.

d. Upon completion of the review process, ODHS shall follow the amendment process as outlined in Exhibit E Section 28 "Amendments; Waiver; Consent" of this Agreement to update this Exhibit B Part 2.

3. Service Authorization.

CDDP must authorize Services as outlined below:

a. All Services, regardless of service setting or unless otherwise noted, must be authorized in eXPRS or MMIS for Long-Term Community Care Nursing (LTCCN), in a manner consistent with rule, by the County in which the Individual is enrolled and is receiving Case Management Services and found eligible for I/DD Services as outlined in OAR Chapter 411 Division 320. This authorization must be obtained and documented in accordance with OARs and ODHS policies and procedures.

b. All Services must be authorized at the appropriate rates, when applicable, for the service setting. All services included in the expenditure guidelines must be entered using the rates detailed in the expenditure guidelines. Rates are subject to change upon notice from ODHS.

4. Ancillary Services.

Rates for Services as defined in OAR 411-435 are set using the most recent ODDS expenditure guidelines. Exceptions to the published rate(s) may be allowed with prior approval by ODHS. ODDS will issue a final funding memo to CDDP when the payment of invoice is approved. ODDS will process payment within 45 days in accordance with ORS 293.462.

5. Supported Living.

Upon implementation of the rate table, the ODHS budget tool will no longer be needed for Individuals receiving Supported Living Services.

6. Transportation Services.

a. Transportation Service rates are set using the expenditure guidelines or the transit providers published rate.

b. Individuals enrolled in Transportation Local Match Services for going to or from employment services, including day support activities, are not eligible for other Transportation Services for transportation to or from employment services, including day support activities without an exception.

c. CDDP must maintain Transportation Local Match rosters and report changes regarding Individuals eligible for Transportation Local Match to transit districts as outlined in transportation worker's guide. CDDP's failure to report these changes to the transit district will result in CDDP paying for rides provided to Individuals ineligible for Transportation Local Match.

7. Special Projects.

a. Special Projects are a mechanism for special payments as a pass-through payment to the CDDP.

b. All requests for Special Projects funding must be submitted to ODDS.FundingReview@odhsoha.oregon.gov prior to authorization by ODDS.

c. Performance requirements for Special Projects not otherwise defined in this Agreement are described below:

(1) Any Special Project must be authorized in advance by ODDS, and the Special Project must be performed prior to ODDS releasing funding, unless otherwise approved by ODDS in writing.

(2) Funding for Special Projects will be paid to the CDDP through eXPRS.

(3) Terms and conditions of each Special Project will be defined in cooperation with the CDDP.

d. All Special Project funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding, and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.

8. Room and Board General Fund (R&B GF).

a. Services for R&B GF are limited to those Individuals with I/DD who are not Medicaid eligible due to the Individuals' immigration status being undocumented but are working towards United States citizenship. CDDP will assist Individuals that are undocumented in applying for Healthier Oregon Program (HOP). R&B GF Services assist these Individuals with room and board (R&B), personal incidental items, and as necessary, allowable medical expenditures.

b. Authorizing R&B GF Services.

(1) Individuals must be 18 or older and concurrently receiving Residential Services or Adult Foster Home Services.

(2) Services must be approved in advance by ODHS. CDDP must submit the following documentation when requesting R&B GF Services:

(a) Individual's name;

(b) Individual's prime number;

(c) Effective date of requested R&B GF Services;

(d) Amount of monthly funds requested;

(e) Steps Individual has taken to date in obtaining citizenship;

(f) Steps to be taken by the Individual to obtain citizenship during the time frame requested for R&B GF Services;

(g) A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical expenditures is requested;

(h) A methodology for calculating the funds for medical expenditures, if applicable;

(i) Documentation that the Individual has been denied Oregon Health Plan (OHP) insurance coverage.

(3) An Individual cannot receive R&B GF medical expenditure funding if the Individual is receiving OHP.

(4) If the Individual has been approved to receive R&B GF medical expenditure funding and has been approved for OHP, OHP must be used for all medical expenditures..

(5) R&B GF funds may be used for an Individual in a medical emergency even though the emergency situation is not included in the ISP. For purposes of this Exhibit B Part 2, an emergency situation is defined as a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the Individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

(6) The following medical services are not authorized under R&B GF Services:

(a) Routine dental care and diagnostic testing such as annual or semi-annual cleanings, fillings, root canals and routine x-rays.

(b) Routine eye exams, diagnostic testing, contacts, glasses, and lenses.

c. Rate Setting for R&B GF Services.

(1) The funds awarded for R&B GF Services for R&B and personal incidentals are equivalent to the anticipated federal Supplemental Security Income (SSI) as defined in 420 Code of Federal Regulations (CFR) Part 416.101 – 416.121, 416.401 – 416.435 and 416.501 - 416.665, and the Oregon Supplemental Income Program (OSIP) Manual under "Room and Board and Personal Needs Standards". Monthly rates are subject to change to reflect federal cost-of-living or other ODHS approved adjustments. These monthly rate changes do not require a request by CDDP and approval from ODHS. Any monthly rate adjustments resulting from these changes will be added by ODHS to awards ODHS authorized for Individuals receiving R&B GF Services.

(2) R&B GF funds must be used for "current maintenance" costs incurred by an Individual receiving R&B GF Services, as defined in the above-referenced CFRs, the OSIP Manual, and as outlined in this Exhibit B Part 2. Current maintenance includes the room and board fees charged by the Provider to the Individual and costs incurred for clothing, medical care

authorized by ODHS, and personal comfort care for the Individual, whether provided directly by, or facilitated by, the Provider of the R&B GF Services.

(3) R&B GF funds used for an Individual's medical expenses must only be for necessary medical expenditures for the Individual up to the amount authorized by ODHS. If the Individual is enrolled in HOP medical expenses must be processed through HOP.

d. Disbursement of R&B GF Service Funds.

(1) A SEPA will be created for the total amount of the R&B GF Service allowed for the Individual prior to Services being rendered.

(2) R&B GF funds are disbursed through a PPA in eXPRS to the CDDP.

(3) R&B and personal incidental funds are disbursed at the beginning of each Service month through a ODHS created 12-month PPA. CDDP must remit payment to the Provider after receiving disbursement.

(4) Medical Expenditures are disbursed at the beginning of a service period through an ODHS created three-month PPA. CDDP must remit payment to the Provider after receiving disbursement. If ODHS has paid to CDDP, through the release of the PPA funding, more R&B GF medical expenditure funds than reported by the Provider and submitted by CDDP, ODHS will stop releasing funds for R&B GF medical expenditures until the balance due CDDP for R&B GF medical expenditures is no less than one month of the allocated PPA funding. If a Provider's monthly medical expenditure report shows the Provider needs additional medical expenditure funds to cover future medical costs for an Individual, and the additional funds and medical expenditures are within the Individual's ODHS authorized funding, then ODHS will release the additional funding up to, but not to exceed, the SEPA amount.

e. Special Provisions of R&B GF Services.

(1) Medical expenditure funding for an Individual for R&B GF Services paid to a Provider via CDDP may only be carried over into future months within the same biennium. When medical expenditure funding carry-over occurs, the next monthly payment to CDDP for the Individual will be reduced by ODHS by the amount carried over from the previous months. CDDP may not carry over funding of R&B GF Services for medical expenditures into the next biennium. The medical expenditure funding must be returned to ODHS immediately upon request by ODHS, or within 45 calendar days of the end of the biennium in which the funds were paid, whichever date is sooner.

(2) CDDP shall notify ODHS within 14 calendar days if the Individual's circumstances change and the Individual is no longer eligible for R&B GF Services.

(3) ODHS may request at any time other information regarding the use of R&B GF Services or the justification of such Services. CDDP must respond to any request within 10 business days.

(4) CDDP must submit to ODHS quarterly, paid Provider invoices for R&B and personal incidental expenditures. Provider invoices must reflect that the Individual received the R&B GF Services during the time period covered by the invoices. If paid Provider invoices are not received by ODHS, the R&B and personal incidental funds paid to Provider, and not supported by paid Provider invoices, must be recovered by CDDP and CDDP must then return this R&B GF funding to ODHS.

(5) For Medical Expenditures:

(a) Providers shall report to CDDP the allowable medical expenditures each month on a ODHS prescribed form. This monthly report will serve as the Provider invoice for medical expenditures for R&B GF Services. This monthly medical expenditure report must include the following, at minimum:

i. Individual's name;

ii. Individual's prime number;

iii. Month or timeframe for the reported R&B GF Services;

iv. Provider's name and eXPRS Provider number;

v. Description of each medical expenditure listed separately;

vi. Amount of each medical expenditure;

vii. Name of entity providing the R&B GF Service, such as the name of pharmacy, doctor, or therapist; and

viii. Actual date of R&B GF Service, not the date the Service was paid for by the Provider.

(b) Provider must submit a monthly medical expenditure report to the CDDP within 14 calendar days of the end of each month R&B GF Services were provided. The Provider medical expenditure report for the last month in the biennium must be submitted to CDDP within 14 calendar days of the end of each biennium.

(c) CDDP shall submit for payment the Provider's monthly medical expenditure report on a form prescribed by ODHS no later than 45 calendar days from the end of the month in which R&B GF Services were provided. ODHS will review this report for accuracy and adherence to this Exhibit B Part 2. CDDP will be notified of any non-allowable expense and will be required to recoup the funding from the Provider. CDDP will remit to ODHS the recouped funding within 45 calendar days of recoupment.

f. ODHS reserves the right to end R&B GF Services with proper notice to the Individual, Provider and CDDP.

g. All R&B GF funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.

h. All invoices must be submitted to cau.invoice@odhsoha.oregon.gov.

9. Eligibility and Licensing.

a. Eligibility and Licensing encompasses the activities related to determination of eligibility of Individuals under OAR Chapter 411, Division 320 and assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346, unless otherwise exempt under Oregon law.

b. Standards and Procedures not identified in rule.

(1) Special Reporting Requirements

(a) Upon ODHS' written request, CDDP will provide data and information relative to the implementation of Eligibility and Licensing Services within the time specified by ODHS in its request to CDDP.

(b) CDDP must ensure applications, determinations and reason for decision is documented in eXPRS as outlined in OAR 411-320-0080.

(2) Billing and Payment Procedures

(a) ODHS will provide CDDP with funding for Eligibility and Licensing Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.

(b) ODHS will disburse funding for Eligibility and Licensing Services for a specified period of time equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time. Any recovery of funding will be done as outlined in Exhibit B Part 3 "Financial Terms and Conditions" of this Agreement.

(3) CDDP, as a Provider of Eligibility and Licensing Services that are funded by ODHS, must:

(a) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (15), and meet qualifications outlined in OAR 411-320-0030 (5)(d), to perform the duties outlined in OAR 411-320-0030 (9)(b) and OAR 411-415-0050; or

have an agreement with another CDDP to perform eligibility determination for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform eligibility determinations, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.

(b) Employ an identified individual as a Licensor who meets qualifications indicated in OAR 411-320-0030 (5)(g) and performs the duties outlined in OAR 411-320-0030 (9)(e); or have an agreement with another CDDP to perform foster care licensing and certification for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform foster care licensing and certification, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.

(c) Employ sufficient staff as described in the WLM and under Exhibit D, Section 2. "Usage of Funds" to perform the eligibility determinations and licensing duties within required timelines set forth in OAR 411-415-0030, OAR 411-320-0080 and in accordance with Medicaid and if applicable, require the CDDP with whom it is subcontracting to comply with this requirement if performing these duties for another CDDP.

(d) Use ODHS approved systems, forms, and procedures for eligibility determination services.

(e) Inform ODHS' ODDS of the name(s) of the CDDP's designated Eligibility Specialist(s) and notify ODDS if the CDDP assigns a new Eligibility Specialist.

(f) Ensure that an Eligibility Specialist, or the Eligibility Specialist processor with the appropriate training and eXPRS user role, completes the appropriate eligibility paperwork and intake screens in eXPRS.

(g) Complete the eXPRS eligibility intake, determination and termination entries within ten business days of the intake, determination, redetermination, transfer and/or other termination.

(h) Complete the supplemental LOC assessment through the Oregon Needs Assessment, in compliance with OAR 411-415-0060.

(i) In order to ensure continuity of Eligibility and Licensing Services when an Eligibility Specialist and or Licensor is out on extended leave CDDP must identify staff that will provide ongoing Eligibility and or Licensing Services. Coverage must include all areas of Eligibility and or Licensing including but not limited to generalized services, authorization of Services, monitoring and conducting assessments. When needed, CDDP will coordinate with

ODDS to develop a plan for coverage. For Licensing Services CDDP will email DD.Licensing@odhsoha.oregon.gov for Eligibility CDDP will email DD-EligibilitySpecialists@odhsoha.oregon.gov.

(4) ODHS reserves the right to make final decisions regarding eligibility and licensing determinations.

10. Case Management Operations.

a. Case Management Operations encompass the activities related to the general administration and management of a CDDP. These activities include, but are not limited to, ensuring that all CDDP staff receive necessary training, that all services offered by the CDDP are understood by staff, as well as the rules that govern those services, and that all staff comply with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff.

b. Case Management Services are delivered to Individuals who are eligible for Intellectual and or Developmental Disabilities Services (I/DD Services) funded by ODHS in an identified Program Area.

c. General Performance Requirements.

(1) For each eligible Individual receiving Case Management Services, the CDDP shall create and submit a Client Prior Authorization (CPA) in eXPRS for Case Management Services within five business days of the CDDP's determination that the Individual is eligible for Case Management Services. Updates or changes to an Individual's eligibility or service period for Case Management Services must be reflected in the Individual's CPA within five business days of the CDDP's receipt of notification of change. The Case Management CPAs that are submitted successfully by the CDDP and are accepted through eXPRS will serve as the CDDP enrollment roster for Case Management Services

(2) Each CDDP shall have a minimum of one (1) staff that is the WorkDay Affiliation Manager and create sub-affiliations to support CDDP staff learners in accessing trainings, password resets, pulling training records and provide other technical support for WorkDay. The WorkDay Affiliation Manager will work with ODDS training team to create sub-affiliations.

(a) ODDS will create and distribute a welcome letter to new Affiliation Managers outlining their role to support learners.

(b) ODDS will provide virtual meetings to answer questions for Affiliation Managers and provide assistance with Extended Enterprise Learners (EEL) learners.

(3) Providers of Case Management Services funded by ODHS shall:

(a) Comply with the requirements of OAR Chapter 411 Division 320 "Community Developmental Disabilities Program" and Division 415 "Case Management Services for Individuals with Intellectual or Developmental Disabilities", as such rules may be revised from time to time.

(b) Complete annual plan entry into eXPRS for any Plan of Care Services under the guidelines identified in OAR 411-415-0070 "Service Planning for Developmental Disabilities Services." Failure to follow the guidelines identified may result in payment withholding for services rendered or other actions as deemed appropriate by ODHS.

(c) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of Case Management Services.

(d) Comply with all ODHS requirements designed to assure the timely and accurate enrollment, service authorization, and service payment for Individuals receiving Case Management Services.

(e) Ensure that all Claims billed are for activities that meet ODHS guidelines for Case Management Services.

(f) Ensure each Individual receiving Case Management Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.

(g) Complete and submit Case Management Service eligibility or enrollment information via established methods, and update forms following instructions and using forms(s) or method(s) designated by ODHS. Failure to submit the Case Management Service eligibility or enrollment form may delay the approval of the service authorization for Case Management Services.

(h) In order to ensure continuity of Case Management Services to Individuals when a Services Coordinator is out on extended leave CDDP must identify another qualified staff that will provide ongoing Case Management Services to Individuals. Coverage must include all areas of Case Management including but not limited to generalized case management, authorization of Services, monitoring and conducting assessments.

(i) Ensure that all Oregon Administrative Rules, ODHS policies and procedures, and Transmittals are complied and that CDDP staff provide Case Management Services in compliance with this Exhibit B, Part 2.

d. Special Reporting Requirements.

(1) Upon the written request of ODHS, the CDDP shall supply data and information related to the implementation of Case Management Services within 14 business days of request, unless otherwise mutually agreed upon.

(2) CDDP shall respond to ODHS staff inquiries or written requests for additional information within five business days of a request pertaining to a complaint or administrative hearing to include, but not be limited to, eligibility or service complaints, exception requests, and hearings.

(3) Upon advanced notice, CDDP staff shall cooperate in any administrative hearing as a witness at any stage of the hearing or any other legal matters arising from their role including, but not limited to, eligibility or service complaints.

e. Funding for Case Management Services.

(1) Case Management funding is based upon the amount of qualified billable RFFS Claims submitted by the Provider of Case Management Services, up to the monthly amount authorized by the CDDP's Case Management service authorization.

(2) Case Management funding is paid to the CDDP after the Claims processing cycle on the 15th of the month based on Title XIX eligible Claims cleared since the first of the month. Title XIX eligible Claims made for the previous month(s) that have cleared but have not previously been paid, will also be processed for payment at this time up to the monthly authorized amount. General fund Claims submitted for the time period between the 1st of the month and the 15th of the month will be held until the next monthly Claims processing cycle described in this Exhibit B Part 2, 11.e.(3) below.

(3) Case Management funding is paid to CDDP after the Claims processing cycle on the last day of the month based on:

(a) If any funds remain or are available in the monthly authorized amount.

(b) Title XIX eligible Claims cleared since the 15th will be processed and paid first.

(c) Title XIX eligible Claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the maximum monthly authorized amount.

(d) If any funds remain or are available for the month after payment of the Title XIX eligible Claims, general fund Claims that have cleared that month will be processed and paid third.

(e) General fund Claims cleared but not yet paid for the previous month(s) will be processed and paid fourth until the monthly authorized amount is exhausted.

(4) ODHS is not obligated to provide funding for any Case Management Services that are not properly documented in Individual case files, or are not properly reported through eXPRS within 12 months of the Case Management Service, and by the date 60 calendar days after the termination of the Agreement; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDP's obligation to include the Program Area in which Case Management Services are provided.

(5) Provider of Case Management Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to Case Management Services, by ensuring the PLA ending balance is zero, within 60 calendar days after the earlier of expiration or termination of the Agreement with ODHS; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDPs obligation to include the Program Area in which the Case Management Services are provided.

(6) Each Individual receiving Case Management Services must have an active, accepted CPA within eXPRS for the period Case Management Services are provided to the Individual in order for Provider to submit a qualifying Claim.

(7) For each unit of Case Management Services reported in eXPRS as delivered to an Individual, a qualifying billable Case Management Service must have been delivered to the Individual and sufficiently documented in progress notes within the Individual's file. ODHS will not provide funding for more than one billable Case Management Service or unit per Individual per day. CDDP will void or back out any submitted claims that are determined not to meet Case Management Services requirements.

11. Abuse Investigation Services.

a. Abuse Investigation Services for adults include responding to abuse allegations, conducting death reviews, accessing protective services in coordination with Case Management Entities, and assuring that the abuse allegations are appropriately investigated and reported. CDDP must operate a Community Developmental Disabilities Program, or have a service agreement with another CDDP, to perform abuse investigation activities. The abuse investigator specialist serves as the "designee" of ODHS under ORS 430.731, 430.735 to 430.765.

b. General Performance Requirements.

(1) When providing Abuse Investigation Services for ODHS, CDDP will:

(a) Comply with OAR Chapter 411, Division 320 "Community Developmental Disabilities Program", as such rules may be revised from time to time.

(b) Comply with ORS 430 and OAR Chapter 419, Division 100 "Adult Abuse Investigations in Developmental Disabilities Services" and 105 "Serious Event Assessments" provided by Office of Training, Investigations and Safety (OTIS), as such statutes and rules may be revised from time to time.

(c) Comply with ODHS policies and procedures and ODHS Transmittals requesting action or providing policy information.

(2) CDDP must employ individuals as abuse investigators to perform abuse investigation activities which include the provision of Abuse Investigation Services in a Program Area and who will be referred to as the "Abuse Investigator".

(3) CDDP shall employ, provide training, and require attendance to mandatory training for Abuse Investigators indicated in the Workload Model for Abuse Investigation Services within the funding allotted.

(4) Abuse Investigators must use a State approved information system, forms, and procedures for acting on mandatory abuse reports, assessing protective services, and conducting investigations for documentation of findings regarding abuse allegations.

(5) Abuse Investigators must complete the abuse investigation duties within the timelines outlined in rule. Any variance to the investigation rules in OAR Chapter 419, Division 100 and 105 must be reviewed and approved by OTIS.

(6) Abuse Investigators must participate in quarterly meetings held by OTIS.

(7) The State will provide best efforts of as much advance notice as possible and generally no less than four business days, Abuse Investigators and or CDDP must make every reasonable effort to participate in a contested case matter, including as a witness, at any stage of the hearing or any other legal matters arising from their role. CDDP will notify ODDS if an Abuse Investigator is unable to attend a hearing.

(8) Abuse Investigators must participate in the CDDP multidisciplinary team relative to ORS 430.739 "County multidisciplinary teams" and provide any requested data and information needed to comply with ORS 403.739 and OAR Chapter 419, Division 100.

(9) Per ORS 430.731(3) a person employed by a CDDP as a case manager may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability.

(10) A CDDP may identify a back-up Abuse Investigator who is also a case manager or Services Coordinator. Back-up Abuse Investigators must complete the Investigator Core Competencies training as delivered by OTIS. A back-up Abuse Investigator may be used in a situation where the primary Abuse Investigator is absent or temporarily unavailable. If a case

manager is the back-up Abuse Investigator, the case manager cannot serve as the investigator for an allegation involving an adult they case manage.

(11) In circumstances where a CDDP may have a potential conflict of interest, OTIS must be consulted as prescribed in OAR Chapter 419, Division 100.

(a) The Abuse Investigator must consult with OTIS to confirm the conflict of interest and then coordinate the out of CDDP investigation with the assigned OTIS special investigator.

(b) OTIS, in consultation with the Abuse Investigator, will determine if there is an actual or potential conflict of interest that cannot be remedied through assignment to another abuse investigation provider.

(c) OTIS will provide a written response regarding the outcome of the formal request to the original investigator within 24 hours.

(12) OTIS reserves the right to make final decisions regarding determinations of abuse

c. Special Reporting Requirements.

Upon ODHS' written request, a CDDP will provide data and information relative to the implementation of Abuse Investigation Services within the time specified by ODHS in its request to CDDP.

d. Billing and Payment Procedures.

(1) ODHS will provide CDDP with funding for Abuse Investigation Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.

(2) ODHS will disburse funding for Abuse Investigation Services, for a specified period of time, in an amount equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time, subject to the following:

(a) If CDDP fails to deliver or comply with Abuse Investigation Services, the funding for Abuse Investigation Services will be reduced accordingly.

(b) If requested by ODHS, CDDP shall also accept an appropriate SEPA Adjustment to amend funding for Abuse Investigation Services as a result of a CDDP's failure to deliver the Abuse Investigation Services for a full month. If all funds have been dispersed CDDP must reimburse ODHS for the Overexpenditure.

12. Incident Management System(s) Procedures.

CDDP must record all serious incidents, resolution of serious incidents, follow-up taken related to serious incidents, complaints of abuse, death reviews, and abuse investigations in the State approved electronic incident management system(s). When documenting incident follow up in the electronic incident management system the CDDP may reference the documentation in an Individual's record, such as a progress note.

a. Abuse Data Measures.

#	Metric	Metric Explanation
(1)	Timeliness of First Contact	Abuse investigations meeting applicable response times according to OAR.
(2)	Investigation Cycle Time	Number of days from opening an investigation to the date the investigation is closed.
(3)	Screening Timelines	Allegations screened in compliance with OAR timelines.
(4)	Caseload Ratio	Number of investigations opened per abuse investigator.
(5)	Re-abuse Rates	Number of victims with multiple substantiations of abuse.
(6)	Core Competency Training	Number of new investigators who complete Core Competency Training within 6 months of hire.
(7)	Annual Training Hours	Number of abuse investigators who complete 20 hours of annual training.
(8)	Serious Incidents and Investigations	Number of investigations with related serious incidents.

b. Serious Incident Measures.

#	Metric	Metric Explanation
(1)	Timeliness of Serious Incidents Entered	Number of serious incidents entered that meet applicable entry timelines, compared to the number of serious incidents entered that did not meet entry timelines.
(2)	Timeliness of Serious Incidents Closed	Number of serious incidents closed that meet applicable closure timelines, compared to the number of serious incidents closed that did not meet closure timelines.

(3)	Serious Incident Recommended Actions	Number of serious incidents with recommended actions documented within the State approved system that shows resolution and/or mitigation of a serious incident.
(4)	Serious Incident Types	Number of serious incidents reported
(5)	Reoccurring Serious Incidents for Individuals	Number of Individuals who experienced more than one (1) serious incident in a specific serious incident category within a quarter. CDDP must demonstrate mitigation efforts and/or strategies where a pattern of reoccurring serious incidents is developing.

c. ODDS will provide technical assistance to the CDDP, offer quarterly calls, and work to create templated reports for the CDDP to access within the State approved incident management system. CDDP will follow ODDS instructions to make a request from CAM Operations and Maintenance (O&M) to create additional reports needed to meet reporting requirements.

d. CDDP is required to meet internally on a quarterly schedule to review their local data, develop actionable plans and respond to concerning or ongoing patterns of abuse investigations and incidents among Individuals and or Providers, also referred to as trend reports in this Agreement.

e. At a minimum, CDDP will submit quarterly CDDP's trend reports for abuse investigations and incident management using the data obtained from the State approved incident management system(s) on an approved ODDS form to IMT.Submissions@odhsohs.oregon.gov and OTIS.

f. CDDP will meet with ODDS and OTIS when requested to review abuse investigations and incident data and reports submitted for review. Meeting will include, but is not limited to, discussing local data, developing actionable plans and responding to concerning and or ongoing patterns of incidents among Individuals and or Providers.

g. The CDDP will maintain quarterly data reports and the trend reports described below in their records.

h. ODDS will outline the reporting timelines for the CDDP.

i. Quarterly Trend Reports.

(1) ODDS will provide CDDP a form for CDDP to complete an analysis of their local quarterly data for the quarter being reported on. The CDDP will complete the form in its entirety. Reports are due:

(a) Quarter 1: Due May 1st for the reporting period January 1st to March 31st

(b) Quarter 2: Due on August 1st for the reporting period April 1st to June 30th

(c) Quarter 3: Due on November 1st for the reporting period July 1st to September 30th

(d) Quarter 4: Due on February 1st for the reporting period October 1st to December 31st

(2) The CDDP will identify actionable efforts taken in response to the quarterly data report indicating non-compliance and document mitigation and remediation strategies withing the trend report. Mitigation and remediation strategies will include:

(a) An analysis/statement of the root causes and or reasons for not meeting compliance requirements.

(b) A description of how the CDDP is identifying and addressing areas of non-compliance and proposed solutions from the CDDP.

(c) A timeframe for implementing the solutions.

EXHIBIT B

Part 3
Financial Terms and Conditions

1. Disbursement of Payments.

a. Disbursement Generally. Subject to the conditions precedent to disbursement set forth below, ODHS shall disburse the payments described in the SEPA to County or Subcontractors in accordance with the procedures set forth in this Section 1 "Disbursement of Payments" and, as applicable, in Exhibit B, Part 2 "Service Element Standards and Procedures". Disbursement procedures may vary by DD Service.

If County subcontracts any or all Service(s) covered under this Agreement, County must forward all funds related to the Services subcontracted to Subcontractor within ten business days of receipt from ODDS. If the entire CDDP program is subcontracted County cannot retain any of the funding.

b. Disbursements Remain Subject to Recovery. All disbursements of funds to CDDP and or Subcontractors under this Agreement remain subject to recovery from CDDP, in accordance with Section 7 "Recovery of Funding for Misexpenditure" below, as a Misexpenditure.

c. Conditions Precedent to Disbursement. ODHS' obligation to disburse payments to CDDP and or Subcontractors under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(1) No CDDP default as described in Exhibit E "Standard Terms and Conditions" has occurred.

(2) CDDP's representations and warranties set forth in Section 4 "Representations and Warranties" of Exhibit E "Standard Terms and Conditions" are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

2. Use of Funding.

a. CDDP shall use all funds disbursed to CDDP under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver DD Services during the term of this Agreement. Depositing these contracted funds into a single pool, making one dollar indistinguishable from another, is prohibited and subject to Audit. However, CDDP may deposit funds from different sources, including the funds from ODHS, into a single account if the different funding streams are accounted for and trackable, sometimes referred to as "braiding".

b. CDDP indirect costs defined in 2 CFR 200.1 cannot exceed rate assumed in Workload Model. Costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

3. Effect of Amendments Reducing Funding.

a. If CDDP and ODHS amend the SEPA to reduce the amount of funding awarded for a particular DD Service, CDDP is not required by this Agreement to utilize other CDDP funds to replace the funds no longer received under this Agreement as a result of the amendment and CDDP may, from and after the date of the SEPA amendment, reduce the quantity of that DD Service included in its CDDP commensurate with the amount of the reduction in funds awarded for that DD Service.

b. If a CDDP receives Local Match funding to recoup the reduced funding, DD Services may not be reduced. Nothing in the preceding sentence shall affect CDDP's obligations under this Agreement with respect to payments disbursed by ODHS under this Agreement or with respect to DD Services delivered.

4. Audit Requirements.

a. A CDDP operated by a Subcontractor, is required to submit to ODHS an Audit within 120 calendar days of the end of the previous fiscal or biennial period. Audits must:

(1) Cover the entire previous fiscal or biennial period and include all federal and state funds provided to CDDP as part of this Agreement.

(2) Must be submitted directly to ODDS.contracts@odhsoha.oregon.gov by the auditing agency or a Certified Public Accountant (CPA).

b. Failure to submit a proper Audit within 120 calendar days of the end of the previous fiscal or biennial period may result with ODHS withholding further funding to CDDP until Audit is submitted to ODHS. ODHS may allow for one 60-calendar day extension to this if the CDDP can document due diligence in attempting to meet the requirements of this subsection prior to the end of the 120-calendar day period.

5. Carryover.

Any amount of Carryover funds is to be used by County in support of DD Services provided to Individuals and may not be co-mingled with other County programs or departments.

a. If County is requesting local match, County must submit a report of Carryover funds retained from a previous biennium to the cau.invoice@odhsoha.oregon.gov email using the form provided by ODHS. The report must include the following:

(1) Amount of awarded funds or other compensation paid directly to the County under this Agreement.

(2) A written description of how the Carryover funds will be used by County to increase DD Services or cover costs of DD Services under the same Service Element for which the funds were awarded to County in the previous biennium.

6. Process for Settlement.

CDDP shall cooperate with ODHS during the biennial, or any interim, Settlement process for those DD Services where funds are paid directly to CDDP or as defined in Exhibit B Part 2 "Service Element Standards and Procedures" of this Agreement.

a. ODHS will analyze the ODHS paid versus CDDP expended funds, for each DD Service funded under this Agreement directly to CDDP, for the timeframe of the Settlement process. Upon completion of the ODHS analysis, ODHS will notify CDDP via an e-mail addressed to the CDDP Administrator of the results of its Settlement process ("Settlement Notification"). The Settlement Notification will include the following:

(1) Settlement Cover Letter, and

(2) Initial Settlement Report.

b. CDDP shall have 90 calendar days from the date of the Settlement Notification to respond with corrections, additional information, or acceptance of the Settlement amount as presented by ODHS.

c. CDDP shall submit any additional information or corrections on the spreadsheet provided in the Initial Settlement Report per the instructions in the Settlement packet, as well as any documentation needed to support a disputed amount (the "Response File").

d. ODHS shall review and respond to CDDP's Response File within 120 calendar days of receipt of the Response File. ODHS shall clearly identify in a revised Settlement Notification, emailed to the CDDP Administrator, which items ODHS has accepted or denied.

e. Any additional backup documentation provided by CDDP is subject to 42 CFR §447.45 Medicaid Claims which allows Medicaid match for new Claims if paid within 12 months from date of Service and seven quarters plus current quarter for corrections to existing Claims.

f. If ODHS and CDDP continue to disagree as to the Settlement amount, the parties may agree to further appropriate dispute resolution processes, subject to Exhibit E Section 21 "Resolution of Disputes" of this Agreement.

g. The final Settlement Notification sent by ODHS to CDDP shall indicate the amount and the expected date of payment to ODHS by way of a check from CDDP or recovery through future payments in the manner described in this Exhibit B Part 3. If funds are to be paid to CDDP, the final Settlement Notification shall indicate the amount and the expected date of payment by check from ODHS. Any disputes to the final Settlement Notification shall be resolved through the appeals processes as outlined in this Exhibit B Part 3.

7. Recovery of Funding for Misexpenditure.

a. If ODHS identifies a Misexpenditure of moneys disbursed to CDDP under this Agreement, ODHS shall provide CDDP by e-mail with written notice thereof and ODHS and CDDP shall engage in the process described in subsection 7.b. below.

b. From the date of the notice of Misexpenditure, CDDP shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) that ODHS has to appeal a final written decision from the federal government, to either:

(1) Make a payment to ODHS of the full amount of the noticed Misexpenditure identified by ODHS; or

(2) Notify ODHS that CDDP wants to repay the amount of the noticed Misexpenditure from future payments pursuant to subsection 7.d. below; or

(3) Notify ODHS that it wants to engage in the applicable appeal process set forth in subsection 7.c. below.

c. Appeal Process for Misexpenditure.

If CDDP notifies ODHS that it wants to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable.

(1) Appeal from ODHS-Identified Misexpenditure.

If ODHS' notice of Misexpenditure is based on a Misexpenditure solely of the type described in Exhibit A "Definitions" 44 "Misexpenditure" b. or 43 "Misexpenditure" c., CDDP and ODHS shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure.

(a) CDDP and ODHS shall engage in non-binding discussions to give CDDP an opportunity to present reasons why it claims that there is no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by ODHS; and to give ODHS the opportunity to reconsider its notice of recovery.

(b) CDDP and ODHS may negotiate an appropriate apportionment of responsibility for the recovery of a Misexpenditure. At CDDP's request, ODHS will meet and negotiate with the CDDP in good faith concerning appropriate apportionment of responsibility for recovery of a Misexpenditure. In determining an appropriate apportionment of responsibility, CDDP and ODHS may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure.

(c) If ODHS and CDDP reach agreement on an amount owed to ODHS, CDDP shall, promptly repay that amount to ODHS by issuing payment to ODHS or direct ODHS to withhold future payments pursuant to subsection 7.d. below.

(d) If ODHS and CDDP continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration.

(2) Appeal from Federal-Identified Misexpenditure.

(a) If ODHS' notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A "Definitions" Section 44. "Misexpenditures" a. and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid Fraud or abuse, then CDDP may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that ODHS appeal the determination of improper use, notice of disallowance, or other federal identification of improper use of funds, in accordance with the process established or adopted by the federal agency.

(b) If CDDP so requests that ODHS appeal the determination of improper use of Federal Funds, federal notice of disallowance, or other federal identification of improper use of funds, the amount in controversy shall, at the option of CDDP, be retained by CDDP or returned to ODHS pending the final federal decision resulting from the initial appeal.

(c) If CDDP does request, prior to the deadline set forth in (2) (a) above, that ODHS appeal, ODHS shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. CDDP and ODHS shall cooperate with each other in pursuing the appeal.

(d) If the Grant Appeals Board or its equivalent denies the appeal, then either CDDP, ODHS, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the

initial appeal is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7.d. below. To the extent that CDDP retained any of the amounts in controversy while the appeal was pending, CDDP shall pay to ODHS the interest, if any, charged by the federal government on such amount.

(e) If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds or CDDP does not request that ODHS pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if ODHS does not appeal, then within 90 calendar days of the date the federal determination of improper use of Federal Funds, the federal notice of disallowance, or other federal identification of improper use of funds is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure by issuing a payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7.d. below.

(f) If CDDP does not request that ODHS pursue an appeal of the determination of improper use of Federal Funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline, but ODHS nevertheless appeals, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7.d. below.

(g) If the Misexpenditure was expressly authorized by an ODHS rule or an ODHS writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, CDDP will not be responsible for repaying the amount of the Misexpenditure to ODHS, provided that:

i. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, CDDP and ODHS will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.

ii. For purposes of this section, an ODHS writing must interpret this Agreement or an ODHS rule, and be signed

by at minimum one of the following ODHS officers concerning DD Services:

I. Director of the Office of Developmental Disabilities Services; and/or

II. Deputy Director of Business Operations for the Office of Developmental Disabilities Services;

ODHS shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon CDDP request, ODHS shall notify CDDP of the names of individual officers with the above titles. ODHS shall send ODHS writings described in this paragraph to CDDP by mail and e-mail and to CDDP's directors by e-mail.

iii. The ODHS writing must be in response to a request from the CDDP for expenditure authorization, or a statement intended to provide official guidance to the CDDP or counties generally, for making expenditures under this Agreement. The ODHS writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.

iv. If the ODHS writing is in response to a request from CDDP for expenditure authorization, the request must be in writing and signed by the director of a CDDP department with authority to make such a request or by CDDP Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.

v. An ODHS writing expires on the date stated in the writing, or if no expiration date is stated, upon expiration of this Agreement. An expired ODHS writing continues to apply to CDDP expenditures that were made in compliance with the writing and during the term of the writing.

vi. ODHS may revoke or revise an ODHS writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority. However, ODHS is not responsible for a Misexpenditure that was based on an ODHS writing that was effective at the time of the Misexpenditure.

vii. The ODHS rule or the ODHS writing does not authorize an expenditure that this Agreement prohibits.

d. Recovery of Misexpenditure from Future Payments.

(1) To the extent that ODHS is entitled to recover a Misexpenditure pursuant to subsection 7.b. above, ODHS may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to CDDP by ODHS, including, but not limited to, any amount owed to CDDP by ODHS under this Agreement, or any amount owed to CDDP by ODHS under any other contract or agreement between CDDP and ODHS, present or future.

(2) ODHS shall provide the CDDP with written notice of its intent to recover the amount of the Misexpenditure as set forth in this section from amounts owed CDDP by ODHS, and ODHS shall identify the amounts owed by ODHS to CDDP which ODHS intends to offset to recover the Misexpenditure amount, including the contracts or agreements, if any, under which the amounts owed arose and those other contracts or agreements from which ODHS wishes to deduct payments.

(3) CDDP shall then have 14 calendar days from the date of ODHS' notice in which to request the deduction be made from other amounts owed to CDDP by ODHS and identified by CDDP. ODHS shall comply with CDDP's request for alternate offset.

(4) In the event that ODHS and the CDDP are unable to agree on which specific amounts, owed to CDDP by ODHS, ODHS may offset in order to recover the amount of the Misexpenditure, then ODHS may select the particular contracts or agreements between ODHS and CDDP and amounts from which it will recover the amount of the Misexpenditure, after providing notice to CDDP, and within the following limitations:

(a) ODHS shall first look to amounts owed to CDDP (but unpaid) under this Agreement.

(b) If that amount is insufficient, then ODHS may look to any other amounts currently owing or owed in the future to CDDP by ODHS.

(c) In no case, without the prior consent of CDDP, shall ODHS deduct from any one payment due CDDP under the contract or agreement from which ODHS is offsetting funds an amount in excess of twenty-five percent (25%) of that payment.

(d) ODHS may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

8. Additional Settlement and Misexpenditure Provisions.

a. CDDP shall cooperate with ODHS in the Settlement process throughout the Agreement term and with the Agreement Settlement process upon termination or expiration of the Agreement.

b. ODHS' right to recover through Settlement and the Misexpenditure process from CDDP under this Agreement is not subject to or conditioned on CDDP's recovery of any money from any other entity.

c. If the exercise of ODHS' right to offset under this provision requires CDDP to complete a re-budgeting process, nothing in this provision shall be construed to prevent CDDP from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

d. Nothing in this provision shall be construed as a requirement or agreement by CDDP to negotiate and execute any future Agreement with ODHS.

e. Nothing in this Section 8 shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

9. Resolution of Disputes over Additional Funds Owed CDDP After Termination or Expiration.

If, after termination or expiration of this Agreement, CDDP believes that ODHS disbursements of funds under this Agreement for a particular DD Service are less than the amount of funds that ODHS is obligated to provide to CDDP under this Agreement for that DD Service, as determined by the Agreement Settlement, and in accordance with the applicable funding calculation methodology, CDDP shall provide ODHS with written notice thereof. ODHS shall have 90 calendar days from the effective date of CDDP's notice to pay CDDP in full or notify CDDP that it wishes to engage in a dispute resolution process.

If ODHS notifies CDDP that it wishes to engage in a dispute resolution process, CDDP and ODHS' Agreement Administrator shall engage in non-binding discussion to give ODHS an opportunity to present reasons why it believes that it does not owe CDDP any additional funds or that the amount owed is different than the amount identified by CDDP in its notices, and to give CDDP the opportunity to reconsider its notice.

If ODHS and CDDP reach agreement on the additional amount owed to CDDP, ODHS shall promptly pay that amount to CDDP. If ODHS and CDDP continue to disagree as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration. Nothing in this Section 9 shall preclude CDDP from raising underpayment concerns at any time prior to termination or expiration of this Agreement.

EXHIBIT C

Special Terms and Conditions

1. CDDP Authorization of Client Services.

a. CDDP shall submit a service authorization for the DD Services that the CDDP is responsible to authorize that are identified in Exhibit B, Part 2, Section 1 "Provision of Services" of this Agreement.

b. CDDP shall upload all applicable documentation supporting the service authorization and rates within eXPRS. Supporting documentation does not include the ISP.

c. CDDP shall follow current Service Element Standards and Procedures as identified in Exhibit B, Part 2 of this Agreement in establishing a service authorization.

d. CDDP shall end all applicable service authorizations within 10 business days of the date the Individual exits a DD Service or Services.

e. CDDP shall not authorize a Provider to begin or continue delivery of Services if the Provider's enrollment in eXPRS and any required credentials for the Service are incomplete or have lapsed.

2. ODHS Approval of CDDP Authorized Services.

a. ODHS may randomly review CDDP authorizations and associated documentation for DD Services. If ODHS has questions or finds errors in CDDP submitted documentation, ODHS shall work with CDDP and any other lawful parties to remedy the outstanding issues.

b. ODHS reserves the option, in its sole discretion, to require CDDP to terminate a plan or any element of a plan entered into POC upon determining that the DD Services were authorized outside of the requirements for the Service; or the plan procedure code was affected by statute, rules, or ODHS policies or procedures; or the Services were not authorized under this Agreement.

3. Appointment of CDDP Administrator.

The CDDP employee, identified by the County via e-mail to ODHS as the "CDDP Administrator," is authorized to:

a. Amend the Service Element Prior Authorization (SEPA), on behalf of CDDP, and amend this Agreement by execution and delivery of amendments in the name of CDDP in hard copy, electronically, or, with respect to the SEPA only, through electronic acceptance of SEPA Adjustments in eXPRS.

b. Enable, on behalf of CDDP, the disbursement of funds under this Agreement that is described in the SEPA, through submission and modification of service authorizations, either electronically through eXPRS or by submission of hard copy documents to ODHS; and to authorize Providers, to submit Disbursement Claims on behalf of CDDP, either electronically through eXPRS or by submission of hard copy documents to ODHS.

c. Authorize others, including but not limited to CDDPs subcontracting with a CDDP, to take one or more of the foregoing actions on behalf of CDDP except for authorizing amendments to this Agreement and SEPAs.

EXHIBIT D

General Terms and Conditions

1. **Operation of CDDP**. CDDP shall operate or subcontract for the operation of a CDDP during the term of this Agreement. If CDDP wishes to subcontract the operation of a CDDP, the Subcontract must comply with the terms of this Agreement, including but not limited to, Exhibit E, Section 22 "Subcontracts," Exhibit G Part 1 and Section 4 below. If CDDP subcontracts the entire CDDP duties, CDDP will be obligated to pass all funds received for the CDDP to the Subcontractor.

2. **Usage of Funds.** CDDP must hire as many FTEs as possible per the funding allocated within the Workload Model. CDDP shall employ and provide training for all employees and meet the requirements documented in this Agreement, Oregon Revised Statutes, and Oregon Administrative Rules. CDDP shall operate their CDDP within the applicable federal and state rules, regulations, and the terms of this Agreement. All funds received by the CDDP must be used exclusively for the purposes of conducting DD Services.

3. **Reporting Requirements.** County shall make the Disclosures required by Exhibit F "Federal Terms and Conditions" Section 12 using Attachment #2 "Disclosures Report." The Disclosures Report shall be submitted to ODHS with County's signed copy of the Agreement. Failure by County to provide this information will prevent Agreement execution by ODHS and distribution of the signed Agreement. County must report any changes to the Disclosures Report to ODDS.contracts@odhsoha.oregon.gov.

4. **Subcontracts.**

   a. If County chooses to subcontract any or all CDDP Services under this Agreement County must submit a Notice of Intent to Subcontract to ODDS.contracts@odhsoha.oregon.gov for review prior to subcontracting. The notice must include, but is not limited to, the name of proposed Subcontractor, qualifications, and services to be subcontracted.

   b. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all certificates, authorizations and other approvals as identified in the applicable Service Element Standards and Procedures and OARs.

   c. If County subcontracts a CDDP Service, or portion thereof, from a Subcontractor, the Subcontract with County must be in writing and contain each of the provisions set forth in Exhibit G Part 1, "Required Subcontractor Provisions" in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract with County under the terms of this Agreement, or that are necessary to implement DD Service delivery in accordance with the applicable Service Element Standards and Procedures and any special conditions.

   d. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to ODHS within 90 days of the execution of this Agreement, 90 days of any Amendment to this Agreement, or upon request. Subcontracts must be submitted to ODDS.contracts@odhsoha.oregon.gov.

e. In accordance with ORS § 430.670 (3), any private corporation that contracts with a County or the Oregon Department of Human Services to operate a developmental disabilities program shall provide an opportunity for competition among private care providers when awarding Subcontracts for provision of services described in ORS 430.630 (1) to (3) and 430.664.

5. **ODHS Reports.** To the extent resources are available to ODHS to prepare and deliver the information, ODHS shall, during the term of this Agreement, provide County with summary reports from Data and other individual data reported to ODHS under this Agreement.

6. **Technical Assistance**. During the term of this Agreement, ODHS shall provide technical assistance to County in the delivery of DD Services to the extent that funding is allocated to ODHS for this purpose. If the provision of technical assistance to County concerns a Provider or Subcontractor, ODHS may require, as a condition to providing the assistance, that County take all reasonably necessary action with the Provider or Subcontractor to facilitate the technical assistance.

7. **Amendments Proposed by ODHS.** Subject to Exhibit E Section 28 "Amendments; Waiver; Consent", County shall review all pending Agreement amendments prepared and presented to County by ODHS by e-mail and act within 60 calendar days of County's receipt of pending amendment. If County chooses to accept an amendment, County shall follow ODHS' procedures for signing and returning the amendment to ODHS. If County chooses to reject an amendment, County must submit an e-mail detailing the reason for the rejection to County's assigned ODHS Agreement Administrator.

8. **eXPRS Administration.**

a. **Designation of Direct Contract Chief Security Officer.**

(1) The Case Management Entity Administrator may request in writing to designate to ODHS any individual(s) authorized to perform the duties of the security role, in compliance with Exhibit H, Part 1 "Privacy and Security Agreement", currently titled Direct Contract Chief Security Officer (DCCSO) or as such role may be renamed by ODHS.

(2) Upon approval of the request, ODHS will send the DCCSO a UserID for accessing eXPRS. If County wishes to designate a substitute DCCSO, the CME Administrator may do so by subsequent written notice to ODHS.

(3) The individual designated as the DCCSO is responsible to ensure that County is in compliance with the Privacy and Security Agreement requirements described in Exhibit H, Part 1 of this Agreement.

(4) If the CME Administrator does not designate another County employee as the DCCSO, the CME Administrator will be designated as the DCCSO and will act as the DCCSO on behalf of County.

b. **Responsibilities of Direct Contract Chief Security Officer**

(1) The DCCSO shall assign, maintain, and revoke all eXPRS user account securities for County staff.

(a) The DCCSO may only assign, maintain, or revoke user account securities upon receipt of the ODHS eXPRS User Enrollment Form signed by the ODHS manager.

(b) ODHS eXPRS User Enrollment Form must be maintained by the CDDP in compliance with Exhibit E "Standard Terms and Conditions" Section 17 "Records Maintenance, Access."

(2) The DCCSO shall ensure County staff are in compliance with all eXPRS policies and procedures.

c. Revocation of UserIDs and SEPA Pass Phrase by ODHS or CDDP.

(1) ODHS may revoke a UserID or SEPA Pass Phrase if ODHS determines that revocation is reasonably necessary for technical or security reasons.

(2) A UserID or SEPA Pass Phrase may be revoked if ODHS or the County determines:

(a) The UserID or SEPA Pass Phrase was not properly issued or created or was obtained by fraud.

(b) The UserID or SEPA Pass Phrase has or may have been lost, disclosed, compromised, or subjected to unauthorized use.

(c) The County has revoked or modified the authorizations of the CME Administrator.

(d) County is in default under this Agreement.

(3) If ODHS revokes a UserID or SEPA Pass Phrase under this Section 7, ODHS will notify County promptly thereafter.

(4) ODHS may, without notice to the County, revoke all User IDs and SEPA Pass Phrases upon termination or expiration of this Agreement.

9. Language Access, Alternative Formats and Translation of Written Materials, Interpreter Services.

a. CDDP will meet all applicable ODHS policies, procedures, transmittals and worker guides regarding Auxiliary Aids, Alternate Formats and Language Access Services (AAAFLAS).

b. In connection with the delivery of Service Element services, CDDP shall provide to Client, without charge, upon the Client's reasonable request:

(1) All Written Materials related to the Services provided to the Individual in alternate formats.

(2) All Written Materials related to the Services provided to the Individual in the Individual's preferred format and or language.

(3) Oral interpretation services related to the Services provided to the Individual in the Individual's preferred format and or language.

(4) Sign language interpretation services and telephone communications access services related to the Services provided to the Individual.

c. For purposes of the foregoing, "Written Materials" means materials created by CDDP, in connection with all Services being provided to the Individual. The CDDP may develop its own forms and materials and with such forms and materials, the CDDP shall be responsible for making them available to an Individual, without charge to the Individual, in the prevalent non-English language(s), including braille, within the CDDP's Program Area.

d. ODHS shall be responsible for making its forms and materials available, without charge to the Individual or CDDP, in the prevalent non-English language(s), including braille, within the CDDP's Program Area. ODHS will provide translation of written materials and oral interpretation, including American Sign Language (ASL) for specific Services outlined in expenditure guidelines.

e. Nothing in this Agreement shall cause or require CDDP or ODHS to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement.

f. If CDDP staff provides oral interpretation and or translation to Individuals, CDDP will have policies and procedures that address identifying language proficiency of CDDP staff.

g. ODDS reserves the right to review CDDP's Written Materials.

10. Drug-Free Workplace.

a. CDDP certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in CDDP's workplace or while providing services to ODHS Clients. CDDP's notice shall specify the actions that will be taken by CDDP against its employees for violation of such prohibitions.

b. Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, CDDP's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in subsection a. above.

d. Notify each employee in the statement required by subsection a. above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.

e. Notify ODHS within ten calendar days after receiving notice under subsection d. above from an employee or otherwise receiving actual notice of such conviction.

f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988.

g. Make a good-faith effort to continue a drug-free workplace through implementation of subsections a. through f. above.

h. Require any subcontractor to comply with subsections a. through g. above.

i. Neither CDDP, or any of CDDP's employees, officers, agents, or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means the observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe CDDP or CDDP's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs CDDP or CDDP's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODHS Clients or others. Examples of abnormal behavior include, but are not limited to hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities.

j. Violation of any provision of this subsection may result in termination of this Agreement.

11. Confidentiality of Information.

a. Client Information.

(1) All information as to personal facts and circumstances obtained by the CDDP 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 Agreement. 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 Agreement. Confidentiality policies shall be applied to all requests from outside sources.

(3) If CDDP, 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), or Criminal Justice Information Services (CJIS) records, in the performance of Work under this Agreement, CDDP shall comply, and ensure that all of CDDP's officers, directors, employees, agents, and subcontractors comply, with the following provisions:

(a) With respect to SSA records:

i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;

ii. Adhere to the same security requirements as employees of ODHS;

iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS' agreement with SSA;

iv. Provide its employees and agents the same security awareness training as ODHS employees; and

v. 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:

i. CDDP and its officers, directors and employees with access to, or who use FTI provided by ODHS must meet the background check requirements defined in IRS Publication 1075;

ii. Any FTI made available to CDDP shall be used only for the purpose of carrying out the provisions of this Agreement. CDDP 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 Agreement. Inspection by or disclosure to anyone other than an officer or employee of the CDDP is prohibited;

iii. CDDP 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;

iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;

v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and

vi. Include the provisions of this Section 10.a.(3)(b) in any subcontract.

(c) With respect to Criminal Justice Information Services (CJIS) information, CDDP shall:

i. Meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies;

ii. Acknowledge, via signing of the attached CJIS Outsourcing Agreement, and abide by all aspects of the CJIS Outsourcing Standard approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7). Modifications to the CJIS Outsourcing Standard shall be enacted only by the FBI; and

iii. Include the provisions of this Section 10.a.(3)(c) in any subcontract.

(d) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.

(e) CDDP may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 10.a.(3).

(4) Except as prohibited by Section 10.a.(3) above, ODHS, County and any subcontractor will share information as necessary to effectively serve ODHS Clients continuously, especially during Case Management service transfers at time of entering and exiting services.

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 this Agreement, 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 Agreement 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 this Agreement;

(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 this Agreement;

(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 Agreement 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 ODHS, CDDP shall return or destroy all copies of Confidential Information, and CDDP shall certify in writing the return or destruction of all Confidential Information.

d. "Client" means any individual, family or provider:

(1) For whom ODHS 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 ODHS primarily for that individual's or family's benefit;

(3) Who is under the custody, care, or both of ODHS; or

(4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

12. Nondiscrimination.

a. The CDDP must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, ethnicity, gender identity 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. CDDP certifies that CDDP has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. CDDP agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.

c. As required by ORS 279B.235, CDDP must comply with ORS 652.220 and shall not unlawfully discriminate against any of CDDP'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. CDDP's compliance with this Section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles ODHS to terminate this Agreement for cause.

d. CDDP may not prohibit any of CDDP's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. CDDP 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.

13. HIPAA Compliance.

As a Business Associate of a Covered Entity, ODHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and ODHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. CDDP is a Business Associate of ODHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

CDDP shall be liable to ODHS for any and all costs incurred by ODHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of CDDP's Breach of Unsecured Protected Health Information.

a. **Consultation and Testing**. If CDDP reasonably believes that the CDDP's or ODHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, CDDP shall promptly consult the ODHS Information Security Office. CDDP or ODHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the ODHS testing schedule.

b. **Data Transactions Systems**. If CDDP intends to exchange electronic data transactions with ODHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, CDDP shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

EXHIBIT E

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction**. This Agreement 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this Section, neither party waives any form of defense to or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

   This Section shall survive expiration or termination of this Agreement.

2. **Compliance with Law**. Both parties shall comply with laws, regulations, executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, Services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including CDDP and ODHS, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). CDDP shall require all of its subcontractors to comply with and shall ensure that each of its subcontractors complies with, these requirements. Nothing in this Agreement shall require CDDP or ODHS to act in violation of state or federal law or the Constitution of the State of Oregon.

   This Section shall survive expiration or termination of this Agreement.

3. **Independent Parties**. The parties agree and acknowledge that their relationship is that of independent contracting parties and that CDDP is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Grant Funds; Disbursements. Reserved.

5. Representations and Warranties.

a. CDDP represents and warrants as follows:

(1) Organization and Authority. CDDP is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. CDDP has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) Due Authorization. The making and performance by CDDP of this Agreement (a) have been duly authorized by all necessary action by CDDP and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of CDDP's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which CDDP is a party or by which CDDP may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by CDDP of this Agreement.

(3) Binding Obligation. This Agreement has been duly executed and delivered by CDDP and constitutes a legal, valid, and binding obligation of CDDP, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(4) CDDP has the skill and knowledge possessed by well-informed members of its industry, trade or profession and CDDP will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in CDDP's industry, trade or profession.

(5) CDDP shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.

(6) CDDP prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

(7) Services. To the extent DD Services are performed by CDDP, the delivery of each DD Service will comply with the terms and conditions of this Agreement and meet the standards for such DD Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Element Standards and Procedures.

b. ODHS represents and warrants as follows:

(1) Organization and Authority. ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) Due Authorization. The making and performance by ODHS of this Agreement (a) has been duly authorized by all necessary action by ODHS; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODHS is a party or by which ODHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) Binding Obligation. This Agreement has been duly executed and delivered by and constitutes a legal, valid, and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Warranties Cumulative. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

d. This Section shall survive expiration or termination of this Agreement.

6. Funds Available and Authorized.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. CDDP is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, CDDP shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. CDDP must 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 disbursements under this Agreement. CDDP shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the CDDP elects to designate a different financial institution for the receipt of any payment made using EFT procedures, CDDP will provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from CDDP.

c. This Section shall survive expiration or termination of this Agreement.

7. Recovery of Overpayments. Reserved.

8. Ownership of Intellectual Property.

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

(1) "CDDP Intellectual Property" means any intellectual property owned by CDDP and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODHS or CDDP.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by CDDP or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that CDDP owns, CDDP grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8., b., (1) on ODHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8., b.,(1).

c. If state or federal law requires that ODHS or CDDP grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then CDDP shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by CDDP in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to CDDP to use, copy, distribute, display, build upon and improve the intellectual property.

d. CDDP shall include in its Subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

e. This Section survives the expiration or termination of this Agreement.

9. CDDP Default.

CDDP shall be in default under this Agreement upon occurrence of any of the following events:

a. CDDP fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by CDDP herein or in any documents or reports relied upon by ODHS to measure the delivery of Work, the expenditure of payments or the performance by CDDP is untrue in any material respect when made;

c. CDDP (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (8) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of CDDP, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of CDDP, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of CDDP or of all or any substantial part of its assets, or (3) similar relief in respect to CDDP under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive calendar days, or an order for relief against CDDP is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

10. ODHS Default.

ODHS shall be in default under this Agreement upon the occurrence of any of the following events:

a. ODHS fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by ODHS herein is untrue in any material respect when made.

11. Termination.

a. CDDP Termination. CDDP may terminate this Agreement:

(1) For its convenience, upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;

(2) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if CDDP does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to permit CDDP to satisfy its performance obligations under this Agreement, as determined by CDDP in the reasonable exercise of its administrative discretion;

(3) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if ODHS is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as CDDP may specify in the notice; or

(4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that CDDP no longer has the authority to meet its obligations under this Agreement.

b. ODHS Termination. ODHS may terminate this Agreement:

(1) For its convenience, upon a minimum of 90 calendar days advance written notice to CDDP for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;

(2) Upon a minimum of 90 calendar days advance written notice to CDDP for caseloads below 1,000 Individuals and 180 calendar days with caseloads of 1,000 or more Individuals, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement, immediately upon written notice to CDDP

or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

(3) Immediately upon written notice to CDDP if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;

(4) Upon a minimum of 90 calendar days advance written notice to CDDP, if CDDP is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as ODHS may specify in the notice;

(5) Immediately upon written notice to CDDP, if any license or certificate required by law or regulation to be held by CDDP to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that CDDP no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to CDDP, if ODHS determines that CDDP has endangered or are endangering the health or safety of a Client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement 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.

12. Effect of Termination.

a. Upon termination of the entire Agreement:

(1) ODHS shall have no further obligation to pay CDDP under this Agreement.

(2) CDDP shall have no further obligation to perform Work under this Agreement.

(3) CDDP shall retain all data and records in accordance with OAR 411-320-0070.

b. Obligations and Liabilities. Notwithstanding subsection 11., a., (2) above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

c. Transition Services. CDDP shall provide original files either paper or electronic to support a responsible and secure transition of Services to another CME or ODDS.

d. Transition Plan. Following a termination notice, CDDP and ODDS will collaborate to develop a transition plan to ensure continuity of care for Individuals.

(1) The parties will cooperate in good faith with each other in connection with their obligations under this section and will perform their obligations under the Transition Plan. If the Transition Period extends beyond the Agreement term, the provisions of this Agreement will remain in effect for the duration of the Transition Period.

(2) CDDP shall complete the transition of data from CDDP to any Providers that ODDS designates while ensuring there is an uninterrupted continuity of care of Service to Individuals.

e. This Section survives the expiration or termination of this Agreement.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS. THIS LIMITATION OF LIABILITY IS PROVIDED TO THE EXTENT ANY RESULTING CONTINGENT REPAYMENT LIABILITY IS PERMITTED BY ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 AND 30.300.

14. Contribution.

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

b. With respect to a Third Party-Claim for which the State is jointly liable with CDDP (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CDDP in such proportion as is appropriate to reflect the relative fault of the

State on the one hand and of CDDP on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of CDDP on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

d. This Section shall survive expiration or termination of this Agreement.

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

This Section shall survive expiration or termination of this Agreement.

16. **Insurance**. County shall maintain, and shall require Subcontractors to maintain, insurance as set forth in Exhibit G, Part 2 "Subcontractor Insurance" attached hereto.

17. Records Maintenance, Access.

a. Client Records. CDDP shall create and maintain an Individual record ("Client Record") for each Individual who receives a DD Service under this Agreement as outlined in OAR 411-415-0110 and OAR 411-320-0140

b. County and or their subcontractor will transfer all Client Records to new case management entity as instructed by ODDS and/or ODDS upon termination of the Agreement.

c. Expenditure Records. CDDP shall document the use and expenditure of all funds paid by ODHS under this Agreement. Unless applicable federal law requires CDDP to utilize a different accounting system, CDDP shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODHS to verify how the funds paid by ODHS under this Agreement were used or expended.

d. CDDP shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of CDDP, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document CDDP's performance.

e. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of CDDP whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records."

f. Access to Records and Facilities. ODHS, the Secretary of State's Office of the State of Oregon, and the federal government and their duly authorized representatives, shall have access to all Records, paper or electronic, of CDDP that are directly related to this Agreement, the funding provided hereunder, or any Service for the purpose of making examinations, audits, excerpts, copies and transcriptions. In addition, CDDP shall permit authorized representatives of ODHS to perform site reviews, in person or electronically, of all Services delivered by CDDP. Entities with electronic records must provide at minimum guest access to said records for examination by ODHS, Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives.

g. Retention of Records. CDDP shall retain and keep accessible all Records for the longest of:

(1) Six years following final payment and termination of this Agreement;

(2) The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166;

(3) Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement; or

(4) In accordance with OAR 411-320-0070.

h. This Section shall survive expiration or termination of this Agreement.

18. **Information Privacy/Security/Access**. If this Agreement requires or allows County or, when allowed, its subcontractor(s), to access or otherwise use any ODHS Information Asset or Network and Information System in which security or privacy requirements apply, and ODHS grants County, its subcontractor(s), or both access to such ODHS Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.

19. **Force Majeure.** Neither ODHS nor CDDP shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, war, or other cause which is beyond the reasonable control of ODHS or CDDP, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to CDDP after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

20. **Assignment of Agreement, Successors in Interest**.

a. County shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any assignment or transfer in violation of this Agreement shall be null and void. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.

b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

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

This Section shall survive expiration or termination of this Agreement.

22. **Subcontracts**. County shall not enter into any Subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted Subcontract under this Agreement provisions to require that ODHS will receive the benefit of Subcontractor performance as if the Subcontractor were County with respect to this Agreement. ODHS' consent to any Subcontract shall not relieve County of any of its duties or obligations under this Agreement.

23. **No Third Party Beneficiaries**. ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.

This Section shall survive expiration or termination of this Agreement.

24. **Severability**. The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

This Section shall survive expiration or termination of this Agreement.

25. **Notice**. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, 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 e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile 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 County, or on the next business day if transmission was outside normal business hours of the County. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile 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.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

26. **Headings**. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

This Section shall survive expiration or termination of this Agreement.

27. **Counterparts.** This Agreement 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 this Agreement and any amendments so executed shall constitute an original.

28. **Amendments; Waiver; Consent**. ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon 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 Agreement shall not constitute a waiver by that party of that or any other provision.

This Section shall survive the expiration or termination of this Agreement.

29. **Merger Clause**. Reserved.

30. **Stop-Work Order.**

ODHS may, at any time, by written notice to CDDP, require CDDP to stop all, or any part of the Work required by this Agreement for a period of up to 90 calendar 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, CDDP 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 calendar days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS 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 “Termination”.

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

This Section shall survive expiration or termination of this Agreement.

31. **Purchase and Disposition of Equipment.**

a. For purposes of this Section, “Equipment” means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than $5,000 per item. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

(1) Network

(2) Personal Computer

(3) Printer/Plotter

(4) Server

(5) Storage devices that will contain Client information.

(6) Storage devices that will not contain Client information when the acquisition cost is $100 or more.

(7) Software when the acquisition cost is $100 or more.

b. For any Equipment purchased with funds from this Agreement, ownership shall be in the name of CDDP and CDDP is required to accurately maintain the following Equipment inventory records:

(1) description of the Equipment;

(2) serial number;

(3) source of funding for the Equipment (including the Federal Award Notification Number (FAIN));

(4) who holds title;

(5) where Equipment was purchased;

(6) acquisition cost and date;

(7) percentage of federal participation in cost;

(8) location, use, and condition of the Equipment and

(9) any ultimate disposition data including the date of disposal and sale of price of the Equipment.

c. CDDP shall provide the Equipment inventory list to ODDS upon request. CDDP or any subcontractors shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possessions. CDDP shall depreciate all Equipment, with a value of more than $5,000, using the straight-line method.

d. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, CDDP shall, upon request by ODHS, immediately, or at such later date specified by ODHS, tender to ODHS any and all Equipment purchased with funds under this Agreement as ODHS may require to be returned to the State. At ODHS' direction, CDDP may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by CDDP. Upon mutual agreement, in lieu of requiring CDDP to tender the Equipment to ODHS or to a subsequent contractor, ODHS may require CDDP to pay to ODHS the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.

e. Funds from this Agreement used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a special condition authorizing the purchase.

f. Notwithstanding anything herein to the contrary, CDDP shall comply with 2 CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

g. Equipment provided directly by ODHS to the CDDP and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the CDDP and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to ODHS or transferred to a different provider at the request of ODHS.

EXHIBIT F

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, County shall comply and require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the work or to any combination of the foregoing. For purposes of this Agreement, 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**. County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of work. Without limiting the generality of the foregoing, County 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 Agreement: (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) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** Reserved.

3. **Clean Air, Clean Water, EPA Regulations**. If this Agreement, including amendments, exceeds $100,000 then County 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 ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County 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**. County 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 Agreement, the County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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 County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The County 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 Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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 County under this Agreement 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 County under this Agreement shall be used to pay the salary or expenses of any grant or contract County, 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 an 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 County under this Agreement 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**. County 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. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If County expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, County 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 ODHS within 30 days of completion. If County expends less than $750,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit E, “Records Maintenance, Access”. Audits must be submitted to ODDS.contracts@odhsoha.oregon.gov.

8. **Debarment and Suspension**. County 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**. County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. **Medicaid Services**. County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

    a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

    b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

    c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.

    d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

    e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

11. **Agency-based Voter Registration**. If applicable, County 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. Disclosures.

a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. County shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the County has had business transactions totaling more than $25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the County, and any wholly owned supplier or between the County and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.

c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

d. As such, County must disclose any person with a 5% or greater direct or indirect ownership interest in the County whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.

e. County shall ensure its Subcontractors make the disclosures required by this Section 12 to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the Provider, fiscal agent, or managed care entity.

13. **Federal Intellectual Property Rights Notice**. The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, 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 County 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**. Reserved.

15. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance b subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT G

Part 1
Required Subcontractor Provisions

For purposes of this Exhibit G Part 1, Subcontractor means the individual or entity that is contracting directly with County to provide CDDP Services under this Agreement.

1. County intending to subcontract the entire CDDP Operation shall engage in discussions with ODDS about its role in continuing to operate a CDDP and whether ODDS should contract directly with the vendor for operation of the CDDP. If the County intends to retain the Agreement and chooses to subcontract, the County understands that all funds allocated by the State are intended solely for the operation of a CDDP and its delivery of services.

2. County subcontracting the entire CDDP operation shall include in the Subcontract all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2, Exhibit B Part 3, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2, Exhibit H Part 1, Exhibit H Part 2, Attachment #1, and Attachment #2. Amended subcontracts must be forwarded to ODDS.contracts@odhsoha.oregon.gov. All funding provided to County must be paid to Subcontractor within ten business days of receipt of payment. County may not retain any funds related to the operation of the CDDP covered under this Agreement.

3. County subcontracting a portion of the CDDP, must include in the subcontracts all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2 if applicable Service Element Standards and Procedures are listed in the Subcontract, Exhibit B Part 3, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2, Exhibit H Part 1, Exhibit H Part 2, Attachment #1 and Attachment #2. All funding provided to County for the specific CDDP Service that is subcontracted must be paid to Subcontractor within ten business days of receipt of payment. County cannot retain any funds related to the specific CDDP Service that is subcontracted.

4. County entity serving as the CDDP will be responsible for oversight of the Subcontractor.

5. Subcontractor must agree that it is an independent contractor and not an agent of the State of Oregon, ODHS, or County.

6. County shall review and verify Disclosures Report for Subcontractor prior to execution of subcontract.

EXHIBIT G

Part 2
SUBCONTRACTOR INSURANCE

County shall require its first-tier Contractor(s) (Contractor) that are not units of County as defined in ORS 190.003, if any, to:

i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between County and the Contractors (the "Subcontracts"), and

ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

County shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall County permit a Contractor to work under a Subcontract when the County is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall 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, Contactor 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.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

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

AUTOMOBILE LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide 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**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than $2,000,000 per claim and not less than $4,000,000 annual aggregate limit.

If coverage is provided 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 and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:
☒ **Required** ☐ **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than $1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment sard data and Protected Health Information ("PHI")) in any

format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:
☒ **Required** ☐ **Not required**
Contractor shall provide Directors, Officers and Organization Liability Insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than $1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:
☒ **Required** ☐ **Not required**
Contractor shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State of Oregon covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured must include the Contractor, and the Contractor's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:
A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:
Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:
All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

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

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

(i) Contractor's completion and County's acceptance of all Services required under the Contract, or

(ii) Agency or Contractor's termination of this Agreement, or

(iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Agreement. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

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

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

STATE ACCEPTANCE:
All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT H

Part 1
Privacy and Security Agreement

1. PURPOSE. County requires the Access described in Exhibit H Part 2 "Third Party Information System Access Request" (Form MSC 0785), which is hereby incorporated into this Exhibit H Part 1 by reference, to perform the Work. The terms and conditions of this Privacy and Security Agreement govern:

1.1. County's Use of Data;

1.2. County's Access to ODHS' Information Assets and Systems;

1.3. The periodic exchange of Data between ODHS' and County's systems via electronic means; and

1.4. The interconnection between ODHS' and County's respective networks and information systems.

2. TERM. This Privacy and Security Agreement is effective for a period coterminous with the Agreement, subject to review at least annually by ODHS, unless terminated earlier by either party in accordance with the "Suspension or Termination" section of this Privacy and Security Agreement.

3. DEFINITIONS. The following definitions apply to this Privacy and Security Agreement:

3.1. "Access" means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets

3.2. "Breach" means the acquisition, access, exposure, use, or disclosure of Data or an Information Asset in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.

3.3. "Client Records" includes any Client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.

3.4. "Data" means information created, transmitted, or stored through the Network and Information Systems, including metadata, personal information, and Client Records.

3.5. "Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User's identification (ID), or theft of computer equipment that uses or stores any Information Asset.

3.6. "Individual Access Request (IAR)" refers to the ODHS form used to authorize a User, identify the User's job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access the ODHS Network and Information Systems.

3.7. "Information Asset(s)" refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.

3.8. "Network and Information System(s)" means ODHS' and the State of Oregon's computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area and local networks; and the internetworking of various types of networks.

3.9. "User" means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.

4. CHANGES TO PRIVACY AND SECURITY AGREEMENT. Other than as allowed under this section, County shall be requested to submit input to a revised "Third Party Information System Access Request" (Form MSC 0785), to request changes to Exhibit H Part 2. ODHS will review County's request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit E, Section 28 "Amendments; Waivers; Consent."

4.1. **Point of Contact Changes**. Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit H Part 2, including any technical lead, and name an interim or replacement person in any such notice. Exhibit H Part 1 will be deemed amended to include the updated information.

4.2. **Administrative Changes.** County may request updates to Exhibit H that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit H will be deemed amended to include the updated information.

5. NOTIFICATIONS.

5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit H Part 2. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.

5.2. **Breach Notification.** In the event County or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County's confidentiality obligations under this Agreement, County shall immediately notify ODHS' Program Sponsor identified in Section 4 of Exhibit H Part 2 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS Clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to County's obligations under applicable law.

5.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable ODHS to protect its interests.

5.4. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

6. GRANT OF LICENSE. Subject to County's compliance with the Agreement, County is hereby granted a non-exclusive, non-transferable, and revocable authorization to Access and use Information Assets only in accordance with this Agreement and applicable laws, rules, and policies. County and its employees, contractors, and agents shall not manipulate any URL or modify, publish, transmit, reverse engineer, participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the content or software comprising this Access, or Information Assets made available through this Access.

7. DATA PRIVACY. In addition to County's obligations under Exhibit D "General Terms and Conditions", Section 9 regarding Confidentiality of Information:

7.1. **Generally.** County shall hold all Client Records, and other information as to personal facts and circumstances obtained by County on ODHS Clients, as confidential, using the highest standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the Client, the Client's attorney, the responsible parent of a minor child, or the minor child's guardian except as required by other terms of this Privacy and Security Agreement or applicable law.

7.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning Clients to persons directly connected with the administration of this Privacy and Security Agreement or the Agreement. Confidentiality policies apply to all requests from outside sources.

7.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specified confidentiality protections under state or federal law. County shall comply with laws, regulations, and policies applicable to the information described in Exhibit H Part 2, including as specified in this Agreement.

7.4. **Training.** County's employees, subcontractors, and agents who will Access Data have received training on the privacy and security obligations relating to the Data, including Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents.

8. SECURITY REQUIREMENTS.

8.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

8.1.1. ODHS and OHA Information Security and Privacy Policies: https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx

8.1.2. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.

8.1.3. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164. County shall comply with HIPAA Compliance included in this Agreement in Exhibit D "General Terms and Conditions", Section 17 "HIPAA Compliance" in connection with County's Access.

8.1.4. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.

8.1.5. Oregon's Statewide Information Security Standards: https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf

8.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and subcontractors with this Privacy and Security Agreement and with any third-party licenses to which Access is subject.

8.3. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of Data, including Client Records, all Information Assets, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.

8.4. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.

8.5. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to County's officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:

8.5.1. Determine County's compliance with this Privacy and Security Agreement,

8.5.2. Validate County's written security risk management plan, or

8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.

8.5.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

9. ACCESS TO ODHS SYSTEMS.

9.1. **ODHS Review of User Requests.** If required for Access, ODHS will review requests, including forms such as the IAR, and will:

9.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;

9.1.2. Provide any unique log-on identifier required for authorized Access;

9.1.3. Provide updates to approved inquiry processes and instructions to County.

9.2. **County's Responsibilities for User Accounts**. County shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.

9.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.

9.2.2. County is responsible for ensuring information provided by its Users is accurate, complete, and up to date.

9.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to this Agreement.

9.3. **Security and Disposal.** County shall maintain security of equipment, and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Information Assets under this Agreement.

9.4. **Prevention of Unauthorized Access.** County shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in accordance with this Agreement and applicable law, and shall implement and maintain safeguards to prevent unauthorized access.

9.5. **Access from Outside the US and its Territories.** County Access to the state network from outside the US and its territories is prohibited unless approved by the ODHS|OHA Chief Information Risk Officer (CIRO). If approved, the County shall provide ODHS|OHA with the IP addresses, or IP address range, to be used to Access the network. Any changes to the provided IP addresses, or IP range, shall be immediately communicated to ODHS|OHA or Access could be affected.

9.5.1. County shall not allow use of any Information Asset in any country or territory in any manner prohibited by governing applicable law, rule, or policy.

9.6. **Authorized Access and Use Only.** No User may Access or use Data for any purpose other than those specifically authorized through this Agreement.

9.6.1. Users shall not use Access to obtain or attempt to obtain any Data or Information Assets not authorized or intentionally made available.

9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit H Part 2.

9.6.3. Except as otherwise specified or approved by ODHS, neither County nor its Users may modify, alter, delete, or destroy any Information Asset.

9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by County or its Users, may cause the immediate revocation of the Access granted though this Privacy and Security Agreement, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.

9.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Information Assets for any purposes other than as allowed under this Agreement and applicable law.

9.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems or interfere with any other entity's use or benefit of Network and Information Systems.

9.10. **Prohibition on Data Mining**. County shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Privacy and Security Agreement.

9.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

10. SUSPENSION OR TERMINATION.

10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.

10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.

10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from County if Access is no longer needed by County.

10.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to County's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to County to cure any deficiency or breach of this Privacy and Security Agreement.

10.5. Either party may terminate this Privacy and Security Agreement, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.

11. RETURN OF INFORMATION ASSETS. Upon expiration or termination of the Agreement or this Privacy and Security Agreement for any reason whatsoever, County shall immediately deliver to ODHS all of ODHS' Information Assets, including Data and Client Records, that are in the possession or under the control of County in whatever stage and form of recordation such property is expressed or embodied at that time.

11.1. Except as necessary to meet obligations under Exhibit E "Standard Terms and Conditions", Section 17 "Records Maintenance, Access", County shall not retain any copies of Information Assets. County shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, County shall purge or destroy retained Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.

11.2. County shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as County (including through any subcontractor) retains it.

12. INDEMNIFICATION AND INSURANCE. Indemnification and insurance coverages provided by County under the Agreement apply to this Privacy and Security Agreement.

13. COSTS. Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections. Each party is responsible for complying with the licenses for third party products, including software and services that allow Access.

14. **SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.

15. **INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.

16. **SUBCONTRACTORS.** County shall ensure all subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as County.

EXHIBIT H

Part 2
Third Party Information System Access Request

Oregon Health Authority

SHARED SERVICES
Information Security and Privacy Office

DHS Oregon Department of Human Services

Third Party Information System Access Request

Reset form

An DHS or OHA program completes this form to request access for a third-party entity* (*organization or individual*) to data within an DHS or OHA information system or network.

**Please note that each entity only needs one form.*

ⓘ Hover over blue text for more information.

Request type (*required*):	Agreement number:
New request (ISPO will add agreement number)	046963

Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name: Deschutes County	
Contact name (*first, last*):	Paul Partridge, Max Davidson
Position/title:	Paul: Program Manager, David Admin Supervisor (financial/budget)
Work street address:	1340 NW Wall St.
City, State, ZIP:	Bend, OR 97703
Phone:	Paul: (541) 322-7546, David (541) 322-7551
Email:	paul.partridge@deschutes.org , max.davidson@deschutes.org
Website address (*optional*):	

Additional contact for third party

*This individual will be the contact for setting up or terminating users for the third party. (This is **not** a DHS/OHA employee.)*

☒ Same contact information as above.

Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a governing contract applies, please complete all applicable fields, below.

Does a governing contract establish a need for access? ◉ Yes ◯ No

Governing contract type	Contract number	Expiration date:
Contract:	PO-10000-00046963	06/30/2027
Data use agreement:		

Memorandum of understanding:		
Other contract (*if applicable*):		

Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to BCU.Info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the business need for access:

3rd party needs to access CAM, eXPRS, MMIS, ONE and ASPEN to provide complete case management entity contract requirements. Individual access will be based on each user and their responsibilities.

Requested access start date: 07/01/2025

Method of access

Check all methods the third party will use to access DHS/OHA information systems.

☒ DHS/OHA on-site — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ◉ No

☐ Remote access via VPN — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ◉ No

☒ Remote access via Citrix

☐ Access to folder on Secure File Transfer Protocol (SFTP) server

☐ Other (*explain below*): — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ○ No

Access and information flow will occur from:

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems)

Scope of access

List all system names the third party needs to access. (*This form authorizes access for the third-party organization as a whole. A partner number* [P#] *and a network login are needed to access the following information systems. The system-specific individual user access request forms must be used to request access for individual third-party employees using the system.*)

☐ **Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.

☒ **Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1

Name of system: CAM

Type of access requested: Read/write (please describe):

Description of access:
Per the contract, must record all serious incidents, complaints of abuse, death reviews, and abuse investigations in the ODHS approved Centralized Abuse Management (CAM) System.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- ☒ Protected health information (PHI)
- ☒ Personally identifiable information (PII)
- ☒ Financial information
- ☐ Federal tax information (FTI)
- ☐ Criminal justice information (CJI)
- ☐ Payment card information (PCI)
- ☐ Social Security Administration (*SSA data*)
- ☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Amber Padilla	Review date: 06/06/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted as requested

Reason for determination:
Need to have access to complete case management contract requirements

Add another system | **Remove** this system (*above*)

System 2

Name of system: ASPEN

Type of access requested: Read/write (please describe):

Description of access:
To provide complete case management entity contract requirements.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- ☒ Protected health information (PHI)
- ☒ Personally identifiable information (PII)
- ☒ Financial information
- ☒ Federal tax information (FTI)
- ☒ Criminal justice information (CJI)
- ☒ Payment card information (PCI)
- ☒ Social Security Administration (*SSA data*)
- ☐ Other (*list below*):

Information owner review (*internal use only*)	
Name of reviewer: Lyssette Young	Review date: 07/01/2025

Access determination:
Role or group assigned (*if applicable*):
Access is: Granted as requested
Reason for determination:

Add another system | **Remove** this system (*above*)

System 3

Name of system: eXPRS

Type of access requested: Read/write (please describe):

Description of access:
Per the contract, shall upload all applicable documentation supporting the service authorization and rates within eXPRS.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- ☒ Protected health information (PHI)
- ☒ Personally identifiable information (PII)
- ☒ Financial information
- ☒ Federal tax information (FTI)
- ☐ Criminal justice information (CJI)
- ☐ Payment card information (PCI)
- ☒ Social Security Administration (*SSA data*)
- ☐ Other (*list below*):

Information owner review (*internal use only*)	
Name of reviewer: Amber Padilla	Review date: 06/06/2025

Access determination:
Role or group assigned (*if applicable*):
Access is: Granted as requested
Reason for determination:
Need to have access to complete case management contract requirements

Add another system | **Remove** this system (*above*)

System 4

Name of system: MMIS

Type of access requested: Read/write (please describe):

Description of access:
Per the contract, shall upload all applicable documentation supporting the service authorization and rates within MMIS.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

☒ Protected health information (PHI) ☒ Personally identifiable information (PII)
☒ Financial information ☒ Federal tax information (FTI)
☐ Criminal justice information (CJI) ☐ Payment card information (PCI)
☐ Social Security Administration (*SSA data*)
☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Bob Costa	Review date: 06/27/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted with modifications (as noted below)

Reason for determination:
This is a contract renewal and users have been performing this function in MMIS for many years, so approved.

Add another system | **Remove** this system (*above*)

System 5

Name of system: ONE

Type of access requested: View only (please describe):

Description of access:
To provide complete case management entity contract requirements.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

☒ Protected health information (PHI) ☒ Personally identifiable information (PII)
☒ Financial information ☐ Federal tax information (FTI)
☐ Criminal justice information (CJI) ☐ Payment card information (PCI)
☒ Social Security Administration (*SSA data*)
☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: John Riordan	Review date: 06/27/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted as requested

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

☒ Protected health information (PHI)
☒ Personally identifiable information (PII)
☒ Financial information
☒ Federal tax information (FTI)
☐ Criminal justice information (CJI)
☐ Payment card information (PCI)
☐ Social Security Administration (*SSA data*)
☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Bob Costa	Review date: 06/27/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted with modifications (as noted below)

Reason for determination:
This is a contract renewal and users have been performing this function in MMIS for many years, so approved.

Add another system | **Remove** this system (*above*)

System 5

Name of system: ONE

Type of access requested: View only (please describe):

Description of access:
To provide complete case management entity contract requirements.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

☒ Protected health information (PHI)
☒ Personally identifiable information (PII)
☒ Financial information
☐ Federal tax information (FTI)
☐ Criminal justice information (CJI)
☐ Payment card information (PCI)
☒ Social Security Administration (*SSA data*)
☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: John Riordan	Review date: 06/27/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted as requested

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

☒ Protected health information (PHI)
☒ Personally identifiable information (PII)
☒ Financial information
☒ Federal tax information (FTI)
☐ Criminal justice information (CJI)
☐ Payment card information (PCI)
☐ Social Security Administration (*SSA data*)
☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Bob Costa	Review date: 06/27/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted with modifications (as noted below)

Reason for determination:
This is a contract renewal and users have been performing this function in MMIS for many years, so approved.

Add another system | **Remove** this system (*above*)

System 5

Name of system: ONE

Type of access requested: View only (please describe):

Description of access:
To provide complete case management entity contract requirements.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

☒ Protected health information (PHI)
☒ Personally identifiable information (PII)
☒ Financial information
☐ Federal tax information (FTI)
☐ Criminal justice information (CJI)
☐ Payment card information (PCI)
☒ Social Security Administration (*SSA data*)
☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: John Riordan	Review date: 06/27/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted as requested

ATTACHMENT #1

Days and Hours of Operation

During the Agreement period stated in Section 1 "Effective Date and Duration", the County will maintain the following days and hours of operation:

Days of Operation: _____ through _____

Hours of Operation: _____ until _____

Will there be a physical office building for the public to access staffed during the hours indicated above? __ Yes ___ No

Hours of Operation begin when the majority of County staff are expected to be in the office or at their remote workstations and end when the majority of County staff are expected to leave the office or their remote workstations.

Submitted by: _____

Date completed: _____

ATTACHMENT #2

Disclosures Report

County Name:_____

As described in Section 12 "Disclosures" of Exhibit F "Federal Terms and Conditions", County reports the following:

Number of board members: _____

Number of directors: _____

Number of indirect owners with five percent or more ownership: _____

Number of direct owners with five percent or more ownership: _____

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:	☐		

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:	☐		

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:	☐		

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

ATTACHMENT #3

ODDS Case Management Entity FTE Survey

Allocated Positions	Number of employees per position		TOTAL FTE	Annual Personnel Costs	Indirect Costs	Total Annual Costing
	Full Time (21-40 Hrs)	Half Time (20 or less Hrs)				
Program Manager/Director >1200 individuals			0	$ -		$ -
Program Manager/Director 900 - 1199 individuals			0			$ -
Program Manager/Director <900 individuals			0			$ -
Supervisors			0			$ -
Case Manager			0			$ -
Administrative Support			0			$ -
Oregon Needs Assessement ONA (CM)			0			$ -
Designated Referral Coordinator DRC (CM)			0			$ -
Eligibility Case Manager *(CDDP only)*			0			$ -
APS Specialist *(CDDP Only)*			0			$ -
Licensors / Certification *(CDDP only)*			0			$ -
*** List other staff funded with DD funding**						
			0			$ -
			0			$ -
			0			$ -
			0			$ -
*** List temporary/limited duration staff funded with DD funding**						
			0			$ -
			0			$ -
			0			$ -
			0			$ -
Please enter staffing info for each position applicable to your organization inside the red grid			0		$ -	$ -

Follow-up Questions:		
1. Are your staff part of a union?		Select answer from drop-down menu
2. How many offices does your CME have that is open to the public?		Select answer from drop-down menu
3. Do you have staff that work from home?		Select answer from drop-down menu

4. How many home offices does your CME provide supplies?		Select answer from drop-down menu
5. Does your CME employ bilingual staff?		Select answer from drop-down menu
6. How many bilingual staff are employed at your CME?		Select answer from drop-down menu
7. Does your CME offer a pay differential for bilingual staff?		Select answer from drop-down menu
8. How much is the pay differential for bilingual staff per hour?		Select answer from drop-down menu

***Please describe duties of other staff:**

***Please describe duties or temporary/limited duration staff:**

Please provide any additional informaton you would like to share about how your CME meets the WLM staffing.

By completing this survey you are complying with your 25-27 contract requirement located in:

CDDP Contracts: Exhibit B, Part 1 "Operations and Administration Terms and Conditions," Section o. "Workload Model." (1).

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2025

SUBJECT: Appoint Liz Foott to the Audit Committee to represent the public for a term ending on June 30, 2027

RECOMMENDED MOTION:
Move approval of an appointment to the Audit Committee for

- Liz Foott, Public Member (term ending 6/30/27).

BACKGROUND AND POLICY IMPLICATIONS:
The Deschutes County Audit Committee provides oversight to the external and internal audit functions of the County. It helps ensure the audit function retains organizational independence from political and administrative pressures. The Audit Committee's organizational documents are codified in the Deschutes County Code Chapter 2.15.

The Audit Committee consists of:

- One representative from the Board of County Commissioners
- Six public members (two positions are optional)
- Two Department Heads (traditionally one of the Department Head positions is held by an elected official)

Audit Committee terms are two years long and are staggered so as to not have all of the committee members turn-over in any given year. Members may be re-appointed to successive terms.

Summer Sears, Public Member since October 2019, resigned from the committee at the end of her term expiring 6/30/25.

The committee held an open recruitment for the position. The position was advertised on the County website and through County social media. There were two applicants and a subcommittee consisting of Patti Adair (Deschutes County Commissions and Audit Committee member), Daryl Parrish (Audit Committee Chair), and Audit staff reviewed the applications. Both applicants were highly qualified and expressed a strong interest in serving the County and promoting transparency and accountability. The subcommittee

selected Liz Foott for the committee.

BUDGET IMPACTS:
None

ATTENDANCE:
Elizabeth Pape, County Internal Auditor

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2025

SUBJECT: Appointment of Sheriff

RECOMMENDED MOTION:
Move to approve Board Order No. 2025-031 appointing a selected candidate to the Office of Deschutes County Sheriff.

BACKGROUND AND POLICY IMPLICATIONS:
Deschutes County Sheriff Kent van der Kamp announced his resignation effective July 31, 2025. The Board of County Commissioners is tasked with appointing a successor until the position is filled by election during the 2026 election cycle.

Subsequent to van der Kamp's resignation announcement, the Board invited persons interested to be appointed to the position of Sheriff to submit a statement of interest and a resume. All candidates attested to their eligibility to serve as Sheriff.

BUDGET IMPACTS:
None

ATTENDANCE:
County Commissioners

REVIEWED

_____
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Appointing _____ to the Office of Deschutes County Sheriff * * ORDER NO. 2025-031

WHEREAS, Deschutes County Sheriff Kent Vander Kamp has resigned and will vacate the Office of Sheriff effective at 11:59pm on July 31, 2025; and

WHEREAS, ORS 236.210 provides that the Board of County Commissioners shall appoint a person to perform the duties of the Office of Deschutes County Sheriff until the vacancy is filled by election; and

WHEREAS, _____ has been identified as the most qualified person to perform the duties of the Office of Deschutes County Sheriff until the vacancy is filled following election of a new Sheriff during the 2026 election cycle; and

WHEREAS, _____ meets the requirements for appointment to the Office of Deschutes County Sheriff; now therefore,

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

Section 1. Pursuant to ORS 236.210, effective at 12:00 a.m., on August 1, 2025, _____ is appointed Deschutes County Sheriff and is charged with performing the duties of the Office until this appointment is terminated or modified by Order of the Board of Commissioners, or until the elected Sheriff takes office on January 4, 2027, whichever occurs first.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

_____
ANTHONY DeBONE, Chair

_____
PATTI ADAIR, Vice Chair

ATTEST:

_____
Recording Secretary

_____
PHIL CHANG, Commissioner

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2025

SUBJECT: Resolution No. 2025-036, adopting recreational immunity as provided by ORS Chapter 105, SB 1576 (2024), and SB 179 (2025)

RECOMMENDED ACTION:
Move approval of Resolution No. 2025-036.

BACKGROUND AND POLICY IMPLICATIONS:
Recent court decisions limited recreational immunity from civil lawsuits. In the 2024 session, the Legislature enacted SB 1576 which reinstituted historic recreational immunity. In the just completed 2025 session, the Legislature enacted SB 179 which further expands immunity protection. In order to avail itself of the expanded immunity protection, the County is advised to adopt an updated Resolution.

BUDGET IMPACTS:
Unknown

ATTENDANCE:
Legal

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Adopting Immunity from Liability Provided in ORS 105.668, et seq., as Amended by SB 179 (2025)	* * *	RESOLUTION NO. 2025-036

WHEREAS, the 2024 Oregon Legislature enacted SB 1576 during its regular session; and

WHEREAS, in 2024 Deschutes County, upon authority of ORS 105.668 et seq., and SB 1576 (2024) opted-in to the immunities identified in ORS 105.668 et seq.; and

WHEREAS, as further amended by SB 179 (2025), Deschutes County desires to again opt-in to the immunities identified in ORS 105.668 et seq; now therefore,

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

Section 1. **Immunity.** Pursuant to ORS 105.668 et seq., as amended by SB 1576 (2024) and SB 179 (2025), on behalf of the County, its elected officials, officers, employees and agents, Deschutes County hereby opts-in to the immunity from liability for injury or property damage arising from the use of trails or structures in public easements and/or unimproved or improved rights of way and other public property located within Deschutes County.

Section 2. **Extended Immunity.** Pursuant to ORS 105.668(3)(c) and (d), Deschutes County further opts to extend the immunity adopted in Section 1 of this Resolution to:

a. The owner(s) of land abutting public easements and unimproved or improved right of ways and other public property located within unincorporated Deschutes County; and
b. Any nonprofit entity and its volunteers for the construction and maintenance of trials or structures in a public easement, unimproved or improved right of way, or other public property located within unincorporated Deschutes County.

Section 3. **Effective Date.** This Resolution shall take effect immediately from and after its adoption.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Dated this _____ of _____, 2025

_____
ANTHONY DeBONE, Chair

_____
PATTI ADAIR, Vice Chair

ATTEST:

_____
Recording Secretary

_____
PHIL CHANG, Commissioner

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2025

SUBJECT: Proposed Road Name Change – File No. 247-25-000069-RN (Wisteria Drive)

RECOMMENDED MOTION:
Move approval of Board Order No. 2025-029 assigning the name of Wisteria Drive to an existing unnamed gravel driveway stemming west from Old Bend Redmond Highway.

BACKGROUND AND POLICY IMPLICATIONS:
An application for a Road Name Change (247-25-000069-RN). DCC 16.16.030(I) requires the Board to sign an order approving the name within 10 days of the staff decision becoming final.

BUDGET IMPACTS:
None

ATTENDANCE:
Tarik Rawlings, Senior Transportation Planner

COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Board of County Commissioners (Board)

FROM: Tarik Rawlings, Senior Transportation Planner

DATE: July 23, 2025

SUBJECT: Road Name Assignment of Wisteria Drive
(CDD File No. 247-25-000069-RN)

Background

The subject roadway is an existing unnamed gravel driveway extending west from Old Bend Redmond Highway providing access to approximately seven (7) properties. The unnamed driveway (referred to unofficially as "SW Stiever Way" in some mapping resources) crosses multiple properties within Tax Map 16-12-16 for approximately 3,380 feet and terminates along the southern boundary of the property currently addressed as 65815 Old Bend Redmond Highway (Deschutes County Map and Tax Lot 16-12-16-0000300).

This application request is to change the name of an existing unnamed gravel driveway to Wisteria Drive. ***Figure 1***, below, shows the approximate location of the subject driveway segment. Staff has received public comments from one adjacent property owner, expressing preference for the name "Wisteria Drive". No adverse comments were received from public agencies.

Of the seven (7) properties with abutting property lines along the road to be renamed, approximately four (4) of those properties appear to take access exclusively from the subject unnamed driveway. All seven (7) of the abutting properties are currently addressed from Old Bend Redmond Highway.

Figure 1 – Approximate Location of Unnamed Driveway

Staff Decision

The Community Development Department (CDD) reviewed the requested road name assignment under file no. 247-25-000069-RN. In consultation with the Deschutes County Property Address Coordinator, Staff found the name Wisteria Drive complied with DCC 16.16.030(E)(1) and (2).

Under DCC 16.16.030(B), public comments on the proposed road name are limited to those parties owning property abutting the affected road or having an address on the affected road. Staff mailed notice of the application to these parties on January 31, 2025, and a notice of the staff decision was mailed on July 15, 2025. Staff received one public comment from Krista Eastes, the property owner of 65655, 65735, and 65745 Old Bend Redmond Highway, suggesting alternative name preferences (including the name "Wisteria Drive" considered in this review). No other public comments were received.

The staff decision will become final, absent an appeal, at the end of the 10-day appeal period on July 25, 2025, at 4pm.

Next Steps

DCC 16.16.030(I) requires the Board to sign an order approving the name within 10 days of the staff decision becoming final. If the Board approves the proposed road name, the Board must sign the

corresponding order, Board Order 2025-029, no later than August 4, 2025. Approving this order at the meeting scheduled on July 29, 2025 will ensure this timeline is met.

If staff receive any appeals prior to the July 29th meeting, staff will bring the materials to the Board's attention and enter them into the record.

Attachments:

File No. 247-25-000069-RN Findings and Decision
Board Order 2025-029
Road Location Map

COMMUNITY DEVELOPMENT

FINDINGS AND DECISION

FILE NUMBER: 247-25-000069-RN

APPLICANT: Deschutes County
Community Development Department
117 NW Lafayette Ave
Bend, OR 97703

PROPOSAL: The applicant requests to establish the name Wisteria Drive for an unnamed driveway providing access to approximately seven (7) properties.

ROAD LOCATION: Tax Map 16-12-16

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Phone: 541-317-3148
Email: Tarik.Rawlings@deschutes.org

I. APPLICABLE CRITERIA:

Deschutes County Code (DCC)
- Title 16, Addresses and Road Names
  - Chapter 16.16, Road Naming
- Title 22, Deschutes County Development Procedures Ordinance

II. BASIC FINDINGS:

ROAD DESCRIPTION: The subject roadway is an existing unnamed gravel driveway extending west from Old Bend Redmond Highway providing access to approximately seven (7) properties. The unnamed driveway (referred to unofficially as "SW Stiever Way" in some mapping resources) crosses multiple properties within Tax Map 16-12-16 and is approximately 3,380 feet in length.

Figure 1, below, shows the approximate location of the unnamed driveway under review:

Figure 1 - Vicinity Map

AFFECTED PROPERTIES: A list of the properties that front on the unnamed roadway is provided below:

- 65655 Old Bend Redmond Highway (Map and Tax Lot 1612160001800)
- 65735 Old Bend Redmond Highway (Map and Tax Lot 1612160001300)
- 65729 Old Bend Redmond Highway (Map and Tax Lot 1612160001600)
- 65745 Old Bend Redmond Highway (Map and Tax Lot 1612160001500)
- 65795 Old Bend Redmond Highway (Map and Tax Lot 1612160001400)
- 65815 Old Bend Redmond Highway (Map and Tax Lot 1612160000300)
- 65625 Old Bend Redmond Highway (Map and Tax Lot 1612160001700)

These seven (7) properties have frontage along the road to be renamed and all are addressed from Old Bend Redmond Highway.

REVIEW PERIOD: The subject application was submitted on January 30, 2025. This application will be reviewed in accordance with DCC 16.16 and requires final approval by the Board of County Commissioners (BOCC) per DCC 16.16.030(I).

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice on January 31, 2025, to several public agencies and received the following comments:

Deschutes County Address Coordinator, Tracy Griffin (2/5/2025):

Upon completion of the application, all affected properties will require an address change from Old Bend Redmond Hwy to the new approved right-of-way name.

[Staff notes that the subject Road Naming application only applies to the naming of the roadway and does not result in the dedication of public road right-of-way]

Deschutes County 9-1-1 Service District Public Safety Systems Specialist, Evan Clark (2/6/2025):

9-1-1 has no objections to this road naming as long at the affected properties change their address and a street sign is placed at the intersection with Old Bend Redmond Highway.

Redmond Fire & Rescue Fire Marshal, Tom Mooney (2/6/2025):

No concerns from fire.

The following agencies did not respond to the notice: Deschutes County Road Department

PUBLIC COMMENTS: Notice was sent to the owners of the seven (7) affected properties per DCC 16.16.030(B). The applicant also posted notice at the intersection of the unnamed driveway and Old Bend Redmond Highway. The applicant submitted a Land Use Action Sign Affidavit indicating the applicant posted notice of the land use action on February 6, 2025.

Staff received one written comment from Krista Eastes, the property owner of 65655, 65735, and 65745 Old Bend Redmond Highway, suggesting alternative name preferences for the road naming process (including the name "Wisteria Drive" considered in this review). Staff verified that these names complied with the relevant provisions of DCC 16.16 and no other public comments were received.

III. CONCLUSIONARY FINDINGS:

CHAPTER 16.16, ROAD NAMING

Section 16.16.010, Road Naming Authority.

A. Deschutes County, through the Community Development Department, shall have the authority to and shall assign road names to roads requiring names as provided in DCC 16.16.

FINDING: The subject road naming application is being reviewed by the Deschutes County Community Development Department. This criterion is met.

Section 16.16.020, Unnamed Roads.

All unnamed public and private roads and other roadways which provide access to three or more tax lots, or which are more than 1,320 feet in length, shall be assigned a name in accordance with the procedures in DCC 16.16.030.

FINDING: The subject access road provides access to at least five (5) of the seven (7) tax lots that take frontage and exceeds 1,320 feet in length. Therefore, staff finds the proposed road name assignment to Wisteria Drive must be reviewed in accordance with the procedures in DCC 16.16.030, which are addressed below. This criterion will be met.

Section 16.16.030, Procedures for Naming New Roads.

A. Application.

1. The naming of a road may be initiated by the Community Development Department, Planning Commission, the Board, or by application of adjacent property owners, developers, or public agencies which may be affected by road names.

FINDING: This application was initiated by the Deschutes County Community Development Department on January 30, 2025. This criterion is met.

2. An application to name a road shall be submitted to the Community Development Department and shall include, at a minimum, the following:

a. Name of applicant;
b. Location of road by description and or map;
c. Legal status of road, if known;
d. Proposed road name, with two alternate proposed names;
e. Reason for name request;
f. Petition(s) attached, if any, and
g. Fee, if any, as established by the Board.

FINDING: The applicant submitted the required information identified above. These criteria are met.

B. Notice of a proposed name assignment shall be sent to all persons owning property abutting the affected road or having an address on the affected road. Such notices shall be sent within 10 days of the receipt of an application, if any, or other action initiating the proposed road name assignment.

FINDING: On January 31, 2025, staff mailed notice of this pending application to the property owners of the seven (7) tax lots abutting the subject road to be renamed. This notice was mailed within ten (10) days after the application was received. This criterion is met.

C. Persons receiving notice under DCC 16.16.030(B) shall promptly notify any tenants or other occupants of the affected property of the proposed road name assignment.

D. Any person receiving notice under DCC 16.16.030(B) above may comment in writing on the proposed name within 10 days from the date of notice.

FINDING: The mailed notice included a statement requiring the recipient to notify any tenants or other occupants of the affected property of the proposed road name assignment. Staff received one written comment, dated March 4, 2025, from Krista Eastes, the property owner of 65655, 65735, and 65745 Old Bend Redmond Highway, suggesting alternative name preferences for the road naming process (including the name "Wisteria Drive" considered in this review). These criteria are met.

E. Standards

1. General. The proposed road name shall:

a. Be limited to a maximum of two words.

b. Not duplicate existing road names, except for continuations of existing roads.

c. Not sound so similar to other roads as to be confusing.

d. Not use compass directions such as North, East, South, etc., as part of the road name.

e. Not use designations such as Loop, Way, Place, etc., as part of the road name.

f. Improve or clarify the identification of the area.

g. Use historical names, when possible.

h. Reflect a consensus of sentiment of affected property owners and occupants, when possible, subject to the other standards contained in DCC 16.16.030.

FINDING: The applicant has proposed the name "Wisteria Drive" as the primary road name option with "Dunpath Drive" and "Tuath Drive" as second and third alternate options. Staff finds the proposed road name Wisteria Drive meets the standards above. These criteria are met.

2. Particular Roads. The proposed road name shall also conform to the following standards:

a. North/South roads shall be called "roads" or "streets."

b. East/West roads shall be called "avenues."

c. Roads dead-ending in a turnaround 1,000 feet or less from their beginning points shall be called "courts."

d. Roads of reduced right-of-way or curving roads of less than 1,000 feet shall be called "lanes" or "terraces."

e. Curving roads longer than 1,000 feet shall be called "drives" or "trails."

f. Roads that deviate slightly from the main course of a road with the same name, are less than 1,000 feet in length, shall be called "places."

g. Roads that are four lanes or more shall be called "boulevards."

h. Historical roads shall be called "market roads."

i. Roads running at oblique angles to the four points of the compass, less than 1,000 feet in length, shall be called "ways." (See Appendix "D," attached hereto.)

j. Roads that begin at and circle back onto the same road, or that are circular or semicircular, shall be called "circles" or "loops."

FINDING: The road segment to be renamed is approximately 3,380 feet in length and curves west from the existing Old Bend Redmond Highway. Given these circumstances, staff finds "drive" is the appropriate suffix. These criteria are met.

F. Staff Review and Road Name Assignment: The Community Development Department shall review road name applications and shall assign road names under the following procedure:

1. Verify legal status of road with the County Clerk's office and Road Department.

FINDING: The road to be renamed is an unnamed driveway extending west from Old Bend Redmond Highway. Staff has coordinated with the Deschutes County Road Department, Surveyor's Office, and Clerk's Office for verification of the legal status of the roadway and finds that the unnamed driveway is described as a private non-exclusive easement and right-of-way for "all necessary residential roadway and utility purposes" as described in Warranty Deed language from the records of the adjoining properties (see Warrant Deeds 168-739, 168-737, 168-735, 270-385). This criterion is met.

2. Check proposed road name(s) to avoid duplication or confusing similarity with other existing road names, with those on approved preliminary land divisions and with those approved for future use.

FINDING: The Deschutes County Address Coordinator confirmed the proposed road name is unique and there are no other similarly named roads in Deschutes County. This criterion is met.

3. Perform a field check, when necessary.

4. Assist the applicant or other affected person(s) to find alternate names when required.

FINDING: For the purposes of this review, staff relied on existing County records, aerial images, and a site visit on February 6, 2025 to verify the applicable requirements. As detailed in this decision, the proposed name Wisteria Drive (as well as the alternate names "Dunpath Drive" and "Tuath Drive") satisfies the applicable requirements. These criteria are met.

5. Notify appropriate persons, departments and agencies of the road name application, and request comments.

6. Review and consider all comments submitted.

7. Assign a road name in accordance with the standards set forth in DCC 16.16.030(E) above.

FINDING: As detailed in the Basic Findings above, the appropriate persons, departments and agencies received notice of this pending application. All of the submitted comments were reviewed in coordination with the Deschutes County Property Address Coordinator and the assigned name, Wisteria Drive, meets the standards of DCC 16.16.030(E). These criteria are met.

G. Notice of Staff Decision. Following assignment of a road name by the Community Development Department, notice of the road name assignment shall be sent to all persons entitled to notice under DCC 16.16.030(B).

H. Appeal. Affected property owners and occupants shall have the right to appeal the assignment of a road name by the Community Development Department. Such appeals shall be conducted in accordance with the provisions of the Deschutes County Development Procedures Ordinance, except where the provisions of DCC 16.16.030 conflict with the procedures ordinance, in which case the provisions of DCC 16.16.030 shall apply. Affected property owners and occupants shall have 10 days from the date of the staff decision in which to file an appeal. Issues on appeal shall be limited to whether the Community Development Department correctly applied the criteria set forth herein.

FINDING: A Notice of Staff Decision will be mailed in accordance with the requirements of DCC 16.16.030(B). This notice will include information on the right to appeal as detailed above. These criteria will be met.

I. A road name assignment becomes final when no further right of appeal established herein is possible. Within 10 days of the road name assignment becoming final, the Board shall sign an order establishing the road name as assigned by the Community Development Department.

FINDING: Within ten (10) days of this decision becoming final and absent an appeal, the proposed road name assignment of Wisteria Drive will become final under Board Order 2025-029. This criterion will be met.

J. The affected property owners and occupants shall have 180 days from the date of the Board order of road name assignment to begin using the road name.

FINDING: To ensure compliance a condition of approval has been added. This criterion will be met.

K. Notice of Decision. Following the order of the Board naming a road, the Community Development Department shall:

- ***1. Notify the applicant requesting the road name of the action***
- ***2. Send copies of the order naming the road to the following:***
  - ***a. Road Department***
  - ***b. Assessor's Office and Tax Office***
  - ***c. Postmaster***
  - ***d. Planning Department***

e. County Clerk's office
f. Affected telephone and other utilities
g. Affected fire department(s)
h. Local school district(s)
i. Emergency services, i.e., police, fire, 911, etc.

3. File the original order naming a new road with County Clerk

4. On a monthly basis, the Community Development Department shall publish a list of changed road names in a newspaper of general circulation designated for the purpose of the Board.

FINDING: Following review of the Board Order, staff will provide notice of the Board Order to the required entities identified above and the Board Order will be recorded in the Deschutes County Clerk's records. The proposed road name will be published in a newspaper with the list of changed road names. These criteria will be met.

Section 16.16.040 Procedures And Standards For Changing Existing Road Names

The following procedures and standards shall apply to the changing of existing road names:

A. An existing road name may be changed by the Community Development Department if the existing name:

1. Duplicates a pre-existing road name within the same postal zip code or geographic area;
2. Sounds like or is spelled so similarly to a pre-existing road name in the same postal zip code or geographic area as to cause confusion between the two roads;
3. Is known by more than one name;
4. Is different than the name of the road of which it is a continuation; or
5. Is not consistent with County road naming standards set forth in DCC 16.16.

FINDING: The purpose of the road name change is to ensure compliance with DCC 16.16 as applied to the subject unnamed roadway. The subject roadway is currently unnamed and, therefore, the proposed road name (Wisteria Drive) complies with the above criteria.

B. In choosing which road name to change as between two or more roads with the same or similar names (affected roads), the department shall consider the following factors:

1. The number of properties, developed and undeveloped, abutting each affected road;
2. The length of time a name has been in use to designate each affected road and whether the name used to designate each road has any historic significance;
3. Whether one affected road as named is relatively better known by the general public than the other affected road or roads as named;

4. ***Any showing that a proposed road name change would be relatively more burdensome to abutting property owners than if another affected road name were changed.***

FINDING: As outlined in the findings for DCC 16.16.040(A), the subject road name change is for a single unnamed roadway. Staff finds it is most logical to rename the ~3,380-foot unnamed roadway stemming from Old Bend Redmond Highway, as opposed to renaming the existing Old Bend Redmond Highway, which extends north and south past the affected properties for several miles in each direction. Renaming the existing Old Bend Redmond Highway right-of-way would also affect a exponentially larger number of properties who take access from and are addressed off Old Bend Redmond Highway.

C. Proposed name changes shall proceed under the process specified under DCC 16.16.030.

FINDING: The requested road name change will follow the process specified under DCC 16.16.030, above.

IV. CONCLUSION:

Based on the foregoing findings, staff concludes that the proposed road name can comply with the applicable standards and criteria of the Deschutes County Road Naming Ordinance if conditions of approval are met.

Other permits may be required. The applicants are responsible for obtaining any necessary permits from the Deschutes Road Department as well as any required state and federal permits.

The Deschutes County Road Department will coordinate the posting of a new road sign with the Property Address Coordinator. Please coordinate with the Deschutes County Road Department regarding fees related to the creation and installation of the new road sign.

V. DECISION:

APPROVAL, subject to the following conditions of approval.

VI. CONDITIONS OF APPROVAL:

A. The affected property owners and occupants shall have 180 days from the date of the Board Order of road name assignment to begin using the road name. Note: This requirement will only impact property owners and occupants that currently take access from the existing unnamed driveway.

VII. DURATION OF APPROVAL:

This decision becomes final ten (10) days after the date mailed, unless appealed by a party of interest. Issues on appeal shall be limited to whether the Community Development Department correctly applied the criteria set forth herein. To appeal, it is necessary to submit a Notice of Appeal, the appeal fee of $250.00 and a statement raising any issue relied upon for appeal with sufficient specificity to afford the Hearings Body an adequate opportunity to respond to and resolve each issue.

Within ten (10) days of this decision becoming final and absent an appeal, the Board of County Commissioners shall approve the subject road name assignment pursuant to Board Order 2025-029.

Copies of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

NOTICE TO MORTGAGEE, LIEN HOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

DESCHUTES COUNTY PLANNING DIVISION

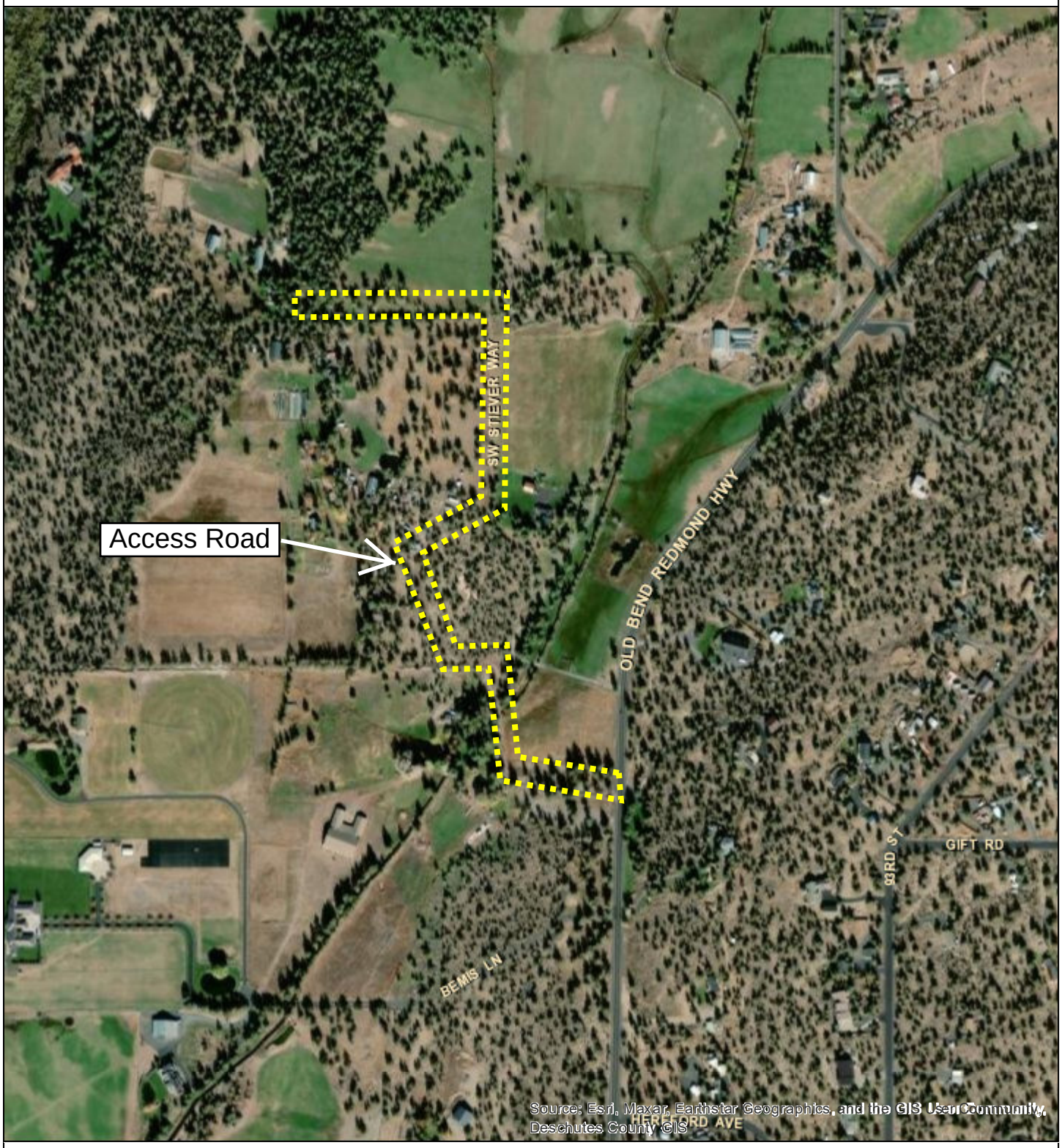
Written by: Tarik Rawlings, Senior Transportation Planner

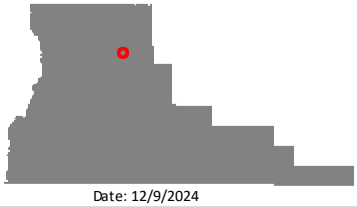
Reviewed by: Will Groves, Planning Manager

Attachment: Road Location Map

Road Naming Location Map

Township 16, Range 12, Section 16





Date: 12/9/2024

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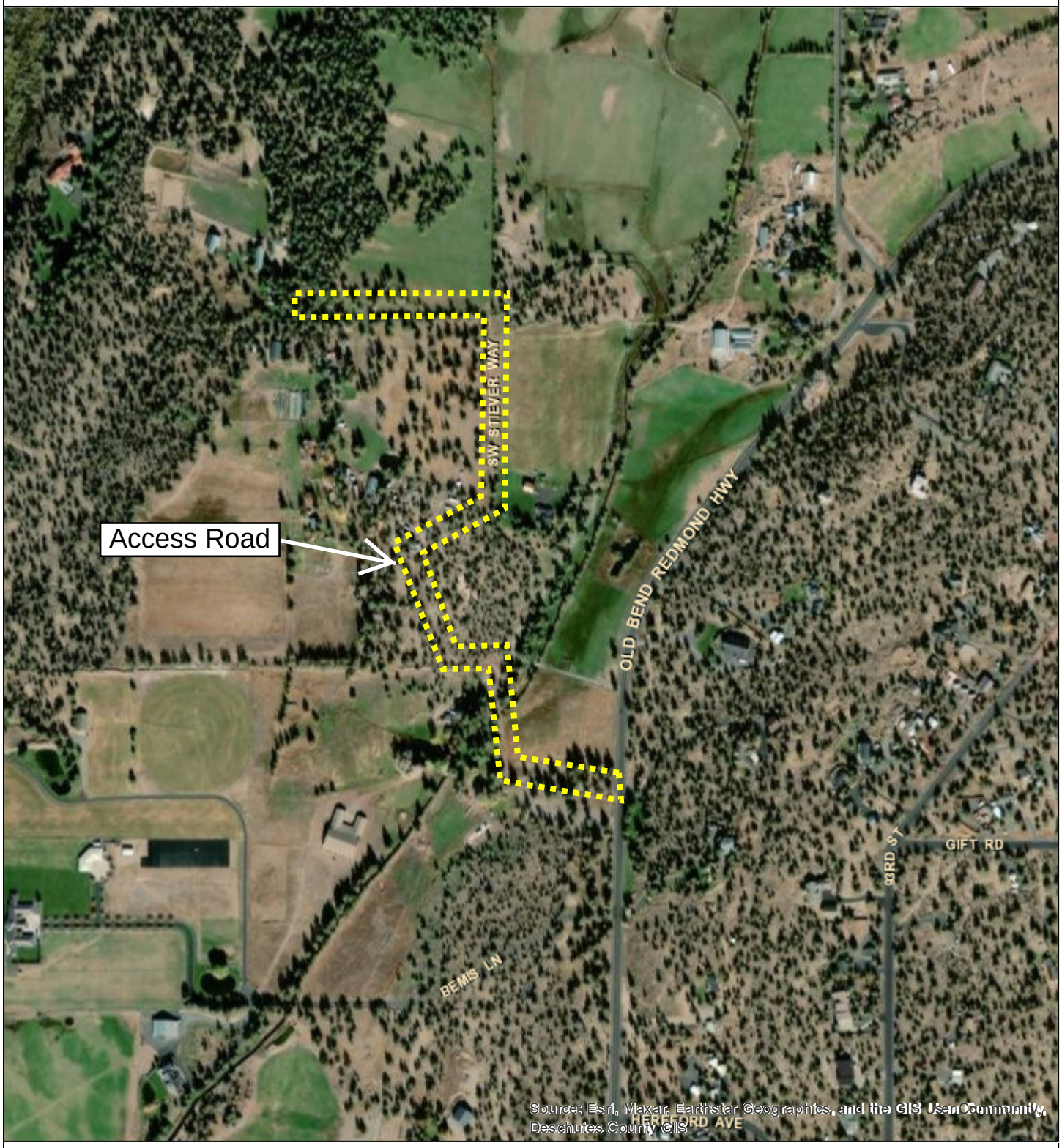
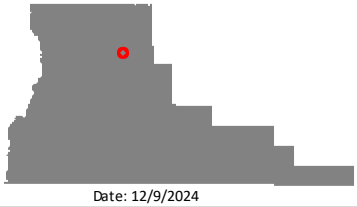
0 320 640 1,280 ft

1 inch = 752 feet

Road Naming Location Map

Township 16, Range 12, Section 16





Date: 12/9/2024

N

0 320 640 1,280 ft

1 inch = 752 feet

REVIEWED

_____
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Assigning the Name of Wisteria Drive	*	
to an Unnamed Access Road Which Extends West	*	ORDER NO. 2025-029
From Old Bend Redmond Highway,	*	
Approximately 0.08 Miles North of Bemis Lane.	*	

WHEREAS, Deschutes County applied to assign a road name pursuant to Deschutes County Code, Title 16, Addresses and Road Names, to assign the name of Wisteria Drive to an unnamed access road, located in Township 16 South, Range 12 East, Section 16; W.M.; and

WHEREAS, the Deschutes County Community Development Department reviewed the proposed name and approved it pursuant to DCC Chapter 16.16; and

WHEREAS, all public notices required to be given under DCC 16.16.030(B) regarding the proposed name have been given; and

WHEREAS, the appeal period for appealing the Community Development Department's approval expired; and

WHEREAS, DCC 16.16.030(I) requires the road names be assigned by order of the Board of County Commissioners; now, therefore,

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

Section 1. That the name of Wisteria Drive be assigned to an unnamed access road to provide access to the properties at Township 16 South, Range 12 East, Section 16, as set forth in Exhibit "A," attached hereto and incorporated herein.

///

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

_____
ANTHONY DEBONE, CHAIR

_____
PATTI ADAIR, VICE CHAIR

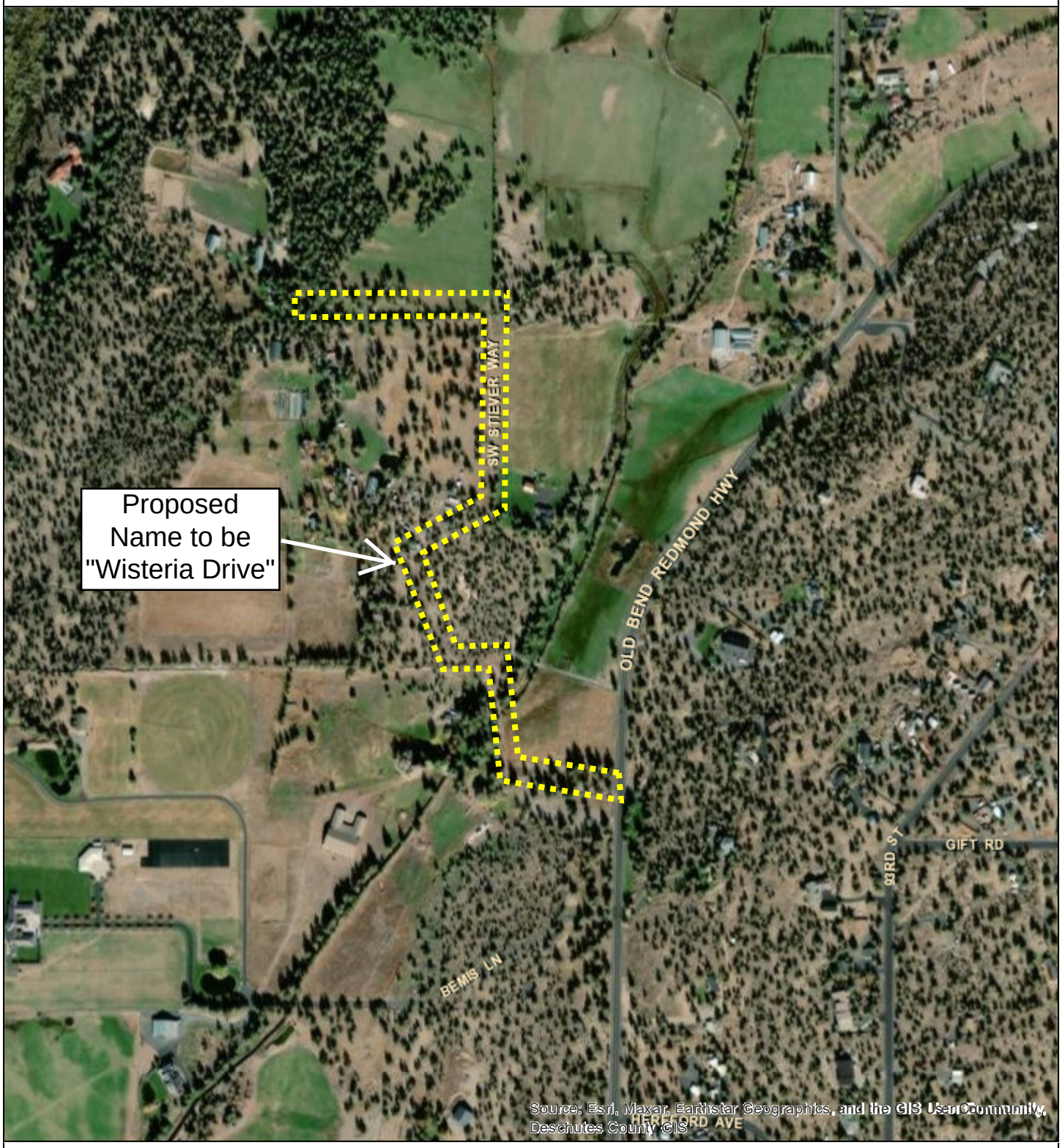
ATTEST:

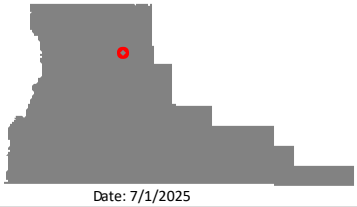
_____
Recording Secretary

_____
PHIL CHANG, COMMISSIONER

Exhibit A - Board Order No. 2025-029

Township 16, Range 12, Section 16





Date: 7/1/2025

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0 320 640 1,280 ft

1 inch = 752 feet

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2025

SUBJECT: Work Session in preparation for a Public Hearing: McKenzie Meadow Village Comprehensive Plan Amendment and Zone Change

RECOMMENDED MOTION:
N/A—information only.

BACKGROUND AND POLICY IMPLICATIONS:
The Board of Commissioners will hold a work session in preparation for an August 6, 2025, public hearing to consider a Comprehensive Plan Amendment and Zone Change request submitted by McKenzie Meadow Village, LLC (File Nos. 247-24-0000839-PA, 840-ZC). Additional background is included in the staff memorandum. The full record is located on the project webpage: https://www.deschutes.org/mckenziemeadowvillage.

BUDGET IMPACTS:
None

ATTENDANCE:
Haleigh King, Senior Planner

COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Haleigh King, AICP, Senior Planner

DATE: July 24, 2025

SUBJECT: McKenzie Meadow Village Comprehensive Plan Amendment and Zone Change – Work Session

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The Board of County Commissioners ("Board") will conduct a Work Session on July 29, 2025, in preparation for a public hearing on August 6, 2025, to consider a Comprehensive Plan Amendment and Zone Change (file nos. 247-24-0000839-PA, 840-ZC) affecting a total of 58 acres adjacent to the City of Sisters.

I. BACKGROUND

The applicant and property owner, McKenzie Meadow Village LLC, is requesting a Comprehensive Plan Amendment to re-designate the subject properties from Forest to Rural Residential Exception Area and a Zoning Map Amendment to rezone the properties from Forest Use 2 (F-2) to Multiple Use Agricultural – 10 Acre Minimum (MUA-10). The application request includes a Goal 4 (Forest Lands) exception request.

The applicant states that the purpose of this request is to ultimately be brought into the City of Sisters Urban Growth Boundary (UGB) so the applicant can develop a needed housing residential development that includes 30% NET developed units that qualify as affordable housing to meet the City's future housing needs. However, this application request does not include a request to expand the City of Sisters UGB, nor does it include or review a specific development plan under the proposed County zoning designation or any future City zoning designation.

The applicant asserts that the properties qualify for a Goal 4 exception and do not meet the definition of "forest lands" pursuant to State Statute. The applicant provided a supplementary soil study that identifies Class 7 soils on a majority of the property and none of the trees inventoried are considered members of Forest Productivity Class 1 to 4, which are trees considered to be commercial or merchantable in their growth habit. There is nothing in the record indicating the subject property has a known history of commercial timber operations.

II. PUBLIC COMMENTS

As of the date of this memo, Staff received six public comments opposing the proposal in the time period after the Hearing's Officer Recommendation was issued. Comments received after the date of this memo will be included in their entirety in the application record.

Staff received over 150 public comments from neighbors, stakeholders, local interest groups and public agencies related to the April 7, 2025, Hearing's Officer hearing and proceedings. Staff received comments both in favor of the application and those in opposition.

Comments received in support reference the City of Sisters' ongoing UGB expansion process and the subject property's logical inclusion due to proximity to urban services, "moderate" wildfire hazard risk, and potential to provide affordable housing opportunities. Comments received in opposition note concerns with potential traffic impacts, availability of groundwater, wildfire risk, compatibility with and preservation of open space and forested land, and impacts to local wildlife and plant species.

On the day of the initial hearing, Staff received an agency comment from the Oregon Department of Land Conservation and Development ("DLCD") raising several issues but primarily focused on the criteria for a Goal 4 exception request and insufficient evidence in the record to support such a request. DLCD also states the soil survey was not reviewed by DLCD pursuant to Oregon Administrative Rules. Lastly, DLCD emphasizes the application cannot rely on a separate UGB expansion effort as a basis for redesignation.

Approximately 15 people, not including the applicant's team, provided verbal testimony during the hearing with additional written testimony received during the open record periods.

III. HEARINGS OFFICER RECOMMENDATION

The Deschutes County Hearings Officer held a public hearing on April 7, 2025. The written record was left open for a total of 28 days to allow for new evidence and testimony and rebuttal evidence with an additional seven (7) days for the applicant's final legal argument. DLCD did not provide any additional comments during the written open record period.

On June 25, 2025, the Hearings Officer issued a recommendation for approval of the proposed Plan Amendment and Zone Change evaluating compliance with all applicable review criteria.

IV. BOARD CONSIDERATION

As the property includes land designated for forest use and a request for a Goal 4 exception to the Statewide Planning Goals, Deschutes County Code 22.28.030(C) requires the application to be heard *de novo* before the Board, regardless of the recommendation of the Hearings Officer. Per DCC Section 22.20.040(D), the review of the proposed quasi-judicial Plan Amendment and Zone Change is not subject to the 150-day review period typically associated with land use decisions. The record is

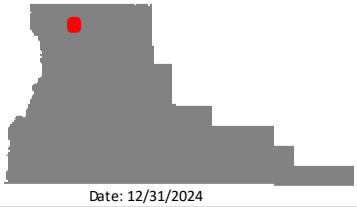
available for inspection at the Planning Division and at the following website: https://www.deschutes.org/mckenziemeadowvillage.

V. NEXT STEPS

The Board will conduct a public hearing on this matter on August 6, 2025.

ATTACHMENT(S):
1. Area Map
2. Hearings Officer Recommendation

File Number: 247-24-000839-PA, 840-ZC



Date: 12/31/2024

N

0 625 1,250 2,500 ft

1 inch = 1,505 feet

RECOMMENDATION AND FINDINGS OF THE DESCHUTES COUNTY HEARINGS OFFICER

FILE NUMBERS: 247-24-000839-PA / 247-24-000840-ZC

HEARING DATE: April 7, 2025 1:00 p.m.

HEARING LOCATION: Videoconference and
Barnes & Sawyer Rooms
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97708

APPLICANT/OWNER: McKenzie Meadow Village LLC

SUBJECT PROPERTIES: Map and Tax Lots:
1510050001200
1510050001202
1510050001203
1510050001205

Situs Addresses:
69095 McKinney Ranch Rd., Sisters, OR 97759
69055 McKinney Ranch Rd., Sisters, OR 97759
69050 McKinney Ranch Rd., Sisters, OR 97759
No Situs Address

REQUEST: The Applicant requests approval of a Comprehensive Plan Amendment to change the designation of the Subject Properties from Forest to Rural Residential Exception Area (RREA) and a corresponding Zone Change to rezone the Subject Properties from Forest Use 2 (F-2) to Multiple Use Agricultural (MUA-10). The Applicant also requests a "reasons exception" to Statewide Planning Goal 4.

HEARINGS OFFICER: Tommy A. Brooks

SUMMARY OF RECOMMENDATION: The Hearings Officer finds that the record is sufficient to support the requested Comprehensive Plan Amendment, Zone Change, and Goal 4 Exception.

I. APPLICABLE STANDARDS AND CRITERIA

Deschutes County Code (DCC)
- Title 18, Deschutes County Zoning Ordinance:
  - Chapter 18.04, Title, Purpose, and Definitions
  - Chapter 18.32, Multiple Use Agricultural Zone (MUA10)
  - Chapter 18.40, Forest Use Zone (F2)
  - Chapter 18.80, Airport Safety Combining Zone (AS)
  - Chapter 18.84, Landscape Management Combining Zone (LM)
  - Chapter 18.136, Amendments
- Title 22, Deschutes County Development Procedures Ordinance

Deschutes County Comprehensive Plan

Oregon Administrative Rules (OAR) - Chapter 660

Oregon Revised Statutes (ORS)

Statewide Planning Goals

II. BACKGROUND AND PROCEDURAL FINDINGS

A. Nature of Proceeding

This matter comes before the Hearings Officer as a request for approval of a Comprehensive Plan Map Amendment ("Plan Amendment") to change the designation of the Subject Properties from Forest to Rural Residential Exception Area ("RREA"). The Applicant also requests approval of a corresponding Zoning Map Amendment ("Zone Change") to change the zoning of the Subject Properties from Forest Use 2 (F-2) to Multiple Use Agriculture (MUA-10). As presented by the Applicant, the request also seeks an exception to Statewide Planning Goal 4 ("Goal 4 Exception").

The Application requests a Plan Amendment, which is ultimately a decision for the County's Board of Commissioners ("County Board"). Several applicable criteria require a weighing of policy choices, and the record before the County Board may be different than the current record. This Recommendation therefore determines if the Applicant has met its burden of proof in a manner that would support the County Board's approval of the Application based on the current record.

B. Notices, Hearing, Record Materials

The Applicant initially filed the Application on December 24, 2024, and provided supplemental materials throughout this proceeding.

On January 3, 2025, staff in the County's Community Development Department ("Staff") mailed a Notice of Application identifying the standards and criteria governing the review of the Application and seeking public comment on the Application. On March 13, 2025, Staff mailed a Notice of Public Hearing ("Hearing Notice") to agencies, interested persons, and all property owners within 750 feet of the Subject Properties, announcing a public hearing to be held on April 7, 2025. The Hearing Notice was also published in the Bend Bulletin on Sunday, March 16, 2025. Notice of the Hearing was also submitted to the Department of Land Conservation and Development ("DLCD").

Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on April 7, 2025, opening the Hearing at 1:00 p.m. The Hearing was held in person and via videoconference, with the Hearings Officer appearing remotely. At the beginning of the Hearing, I provided an overview of the quasi-judicial process and instructed participants to direct comments to the approval criteria and standards, and to raise any issues a participant wanted to preserve for appeal if necessary. I stated I had no *ex parte* contacts to disclose or bias to declare. I invited but received no objections to the County's jurisdiction over the matter or to my participation as the Hearings Officer.

The Hearing concluded at approximately 3:04 p.m. Prior to the conclusion of the Hearing, I announced that the written record would remain open as follows: (1) any participant could submit additional materials until April 21, 2025 ("Open Record Period"); (2) any participant could submit rebuttal materials (evidence or argument) until May 5, 2025 ("Rebuttal Period"); and (3) the Applicant could submit a final legal argument, but no additional evidence, until May 12, 2025. Staff provided further instruction to participants, noting that all post-Hearing submittals needed to be received by the County by 4:00 p.m. on the applicable due date. No participant objected to the post-hearing procedures.

Various participants submitted post-Hearing materials within the time limits described above, and no objections were made to any of those submittals. The record therefore includes all materials submitted to the County as reflected on the County's website for this matter.

C. Review Period

Because the Application includes a request for the Plan Amendment, the 150-day review period set forth in ORS 215.427(1) is not applicable.[1] The Staff Report also concludes that the 150-day review period is not applicable by virtue of Deschutes County Code ("DCC" or "Code") 22.20.040(D). No participant to the proceeding disputes that conclusion.

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

A. Staff Report

On March 28, 2025, Staff issued a report setting forth the applicable criteria and presenting evidence in the record at that time ("Staff Report").

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[1] ORS 215.427(7).

The Staff Report, although it expresses agreement with the Applicant in some places, does not make a final recommendation. Instead, the Staff Report asks the Hearings Officer to determine if the Applicant has met the burden of proof necessary to justify the Plan Amendment, Zone Change, and Goal 4 Exception.

B. Preliminary Discussion

In order to identify and better address the applicable criteria, it is necessary both to discuss the Applicant's stated purpose of the Application and to describe what the Applicant is not requesting.

The Applicant candidly presented its long-term goal for the use of the Subject Properties, which is to make those properties more available for eventual consideration by the City of Sisters ("City") to be included in its urban growth boundary ("UGB"). As explained by the Applicant and acknowledged by other participants, the City is in the process of expanding its UGB. Under state law, the City is to give certain properties (e.g. exception areas) higher priority than other properties (e.g. resource lands) when deciding which areas to bring into its UGB.

The Applicant's stated long-term goal understandably prompted a wide variety of comments relating to whether and how the Subject Properties should be brought into the City's UGB or otherwise be developed with urban uses. I agree with the Applicant, however, that these comments are largely not relevant to the Application. The decision to include the Subject Properties in the City's UGB is not part of the request in the Application. That decision belongs to the City and will be governed by other standards and criteria. Further, the requested Plan Amendment, Zone Change, and Goal 4 Exception, if approved, may give the City more options for including the Subject Properties within its UGB, but as DLCD noted in its comments, they are not necessary, and there is a process in state administrative rules that could allow the City to consider the Subject Properties for inclusion in its UGB even with their current designations under the County's Comprehensive Plan ("Plan").

The Applicant is not requesting, through this Application, that the Subject Properties actually be included in the City's UGB, nor is the Applicant requesting approval of any specific type of development if the Zone Change is approved. The findings below therefore address only the specific requests in the Application as a stand-alone application made to the County, regardless of what impact the outcome may or may not have on the City's UGB process. Those specific requests are: (1) the Goal 4 Exception, based on the "reasons exception" component of ORS 197.732; (2) the Plan Amendment; and (3) the Zone Change.

C. Findings for Specific Requests in the Application

1. Goal 4 Exception

Pursuant to ORS 197.175(2), if the County amends its Plan, it must do so in compliance with Statewide Planning Goals (each a "Goal" and, together, the "Goals"). Because the Plan has been acknowledged, the requested Plan Amendment must adhere to the procedures for a post-acknowledged plan amendment ("PAPA") set forth in state statutes and rules. The Applicant does not assert that the requested Plan Amendment is in compliance with Goal 4-Forest Lands. Rather, the Applicant requests an "exception" to

that Goal. ORS 197.732 and its implementing rules govern the process and standards for obtaining such a "Goal Exception".

Although state statutes allow different types of Goal Exceptions, the Applicant has "confirmed that the application seeks a plan amendment and zone change using a Goal 4 reasons exception under ORS 197.732." The "Reasons Exception" is a reference to ORS 197.732(2)(c), which allows a Goal Exception if the following standards are met, each of which are addressed below:

> (A) Reasons justify why the state policy embodied in the applicable goals should not apply;
> (B) Areas that do not require a new exception cannot reasonably accommodate the use;
> (C) The long term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and
> (D) The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.

<u>ORS 197.732(2)(c)(A)</u>

With respect to the reasons that the state policy embodied in Goal 4 should not apply, the Applicant's argument is best summarized in its Final Legal Argument. In that submittal, the Applicant identifies the policy embodied in Goal 4 in part as "to preserve forest land for forest related use and timber production," along with conserving soil, air, water quality and providing for fish and wildlife resources, recreational and agricultural opportunities appropriate in a forest environment. According to the Applicant, these policies "in most or all respects are advanced better under the proposed [MUA-10] zoning." The Applicant has also asserted that there is a specific need for MUA-10 zoning near the City of Sisters to provide a better transitional zone between urban and rural development. I infer from the Applicant's arguments that a reason for the Goal Exception is to establish this transitional zone on the Subject Properties, which the Applicant asserts is more beneficial than keeping Goal 4 protections in place on a property that is not suitable for Goal 4 uses.

In support of its argument, the Applicant relies on evidence such as a soils report that confirms the Subject Properties are not suitable for commercial forestry and, therefore, that preserving the property for forestry uses is not appropriate. The Applicant also cites to certain natural area protections imposed through the MUA-10 zone, such as a stream setback requirement, that it asserts will be more protective of Trout Creek (an identified Goal 5 resource) than the regulations of the F-2 zone.

A major issue raised in this proceeding is whether the Applicant has sufficiently established the "reasons" Goal 4 should not apply to the Subject Properties. The arguments in opposition to the Application center around OAR 660-004-0020 and OAR 660-004-0022, which implement ORS 197.732, and which

participants in this proceeding say must be satisfied. The Applicant asserts that OAR 660-004-0022 is not applicable at all because it "applies only to requests for an exception to allow specifically identified uses." The Applicant argues that it is proposing a broad range of uses (anything allowed in the MUA-10 zone), which do not fit neatly into any of the specific uses in the rule. The Applicant's primary argument is that only OAR 660-004-0020 is applicable.

Contrary to the Applicant's argument, OAR 660-004-0022 appears to apply to all reasons exceptions, regardless of the specific use proposed. As described by the Land Use Board of Appeals ("LUBA"): "OAR 660-004-0022 sets out the types of 'reasons' that can justify exceptions to various specific goals. For uses not specifically addressed in OAR 660-004-0022, OAR 660-004-0022(1) sets out a 'catch-all' provision that lists a non-exclusive set of reasons sufficient to justify an exception."[2]

OAR 660-004-0022 confirms that all Reasons Exceptions must comply with OAR 660-004-0022. The lead-in language of that rule states "[i]f a jurisdiction determines there are reasons consistent with OAR 660-004-0022 to use resource lands for uses not allowed by the applicable Goal or to allow public facilities or services not allowed by the applicable Goal, the justification shall be set forth in the comprehensive plan as an exception." In other words, before applying OAR 660-004-0020, the Applicant must first establish the reasons that justify a Goal Exception by meeting the criteria set forth in OAR 660-004-0022. If those reasons can be established, the Applicant must then show compliance with the other provisions of OAR 660-004-0020. For some uses, OAR 660-004-0022 sets forth the types of reasons that may be relied on, beginning with subsection (2) of that rule. For all other uses, the Applicant can rely on the catch-all provision of OAR 660-004-0022(1).

Participant Central Oregon LandWatch ("COLW") raises a more specific issue in this regard, asserting that the Applicant must show compliance with OAR 660-004-0022(2), which sets forth the reasons on which a Goal Exception can be based when approving "Rural Residential Development.":

> (2) Rural Residential Development: For rural residential development the reasons cannot be based on market demand for housing except as provided for in this section of this rule, assumed continuation of past urban and rural population distributions, or housing types and cost characteristics. A county must show why, based on the economic analysis in the plan, there are reasons for the type and density of housing planned that require this particular location on resource lands. A jurisdiction could justify an exception to allow residential development on resource land outside an urban growth boundary by determining that the rural location of the proposed residential development is necessary to satisfy the market demand for housing generated by existing or planned rural industrial, commercial, or other economic activity in the area.

[2] *VinCEP v. Yamhill County*, 53 Or LUBA 514 (2007).

COLW's argument is that OAR 660-004-0022(2) is triggered because the MUA-10 zone is a rural residential zone, which the Applicant disputes.[3]

It should be noted that the different reasons justifying a Goal Exception set forth in OAR 660-004-0022 are not mutually exclusive. That is, an applicant can seek to justify a Goal Exception for a specific use listed in the rule and, alternatively, seek to justify the Goal Exception based on the catch-all provision of OAR 660-004-0022(1).[4] In the *1000 Friends of Oregon v. Jackson County* case, a county approved a Goal Exception under OAR 660-004-0022(3) and OAR 660-004-0022(1) for a use that could be described as a rural industrial use. Although LUBA reversed the county's approval, it analyzed the Goal Exception under both rules, stating "we see nothing in the rule that would preclude the county from attempting to justify a reasons exception for an indisputable rural industrial use using the standards set out in the 'catch-all' provision at OAR 660-004-0022(1), in lieu of the non-exclusive set of reasons listed in OAR 660-004-0022(3).

Based on the *1000 Friends of Oregon v. Jackson County* case, I find that the Applicant can attempt to show compliance with either OAR 660-004-0022(1) or any other provision of OAR 660-004-0022 as the basis for the Reasons Exception. While the Applicant responds to COLW's argument by presenting alternative arguments for why OAR 660-004-0022(2) is satisfied, the Applicant notes that its proposal is to rezone the Subject Properties to the MUA-10 zone without regard to specific uses. This means that, if approved, while some rural residential development would be allowed, other non-residential uses would also be allowed. I agree with the Applicant that it makes little sense to proceed under a rule that applies only to residential uses. Even if there are reasons for the Goal Exception to justify the rural residential portion of the proposal, there must still be a basis to justify the non-rural residential components. I therefore find that the Goal 4 Exception can be approved only if the Applicant shows compliance with OAR 660-004-0022(1), the catch-all provision of the rule that would apply to all uses allowed in the MUA-10 zone.

One of the difficulties in applying OAR 660-004-0022(1) to this Application is that the Applicant has not directly addressed that criterion. As noted above, the Applicant asserts that this rule does not apply at all. That is not detrimental to the Application, however, as the plain text of OAR 660-004-0022(1) states that "the reasons shall justify why the state policy embodied in the applicable goals should not apply," which is simply a restatement of ORS 197.732(2)(c)(A), a criterion the Applicant does address.

Another difficulty in applying OAR 660-004-0022(1) to this Application is that it is not immediately clear if the specific provisions of that subsection of the rule require the Applicant to address all of the language in that subsection. That is, under this part of the rule, an applicant can justify a Goal Exception by showing

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[3] COLW also asserts that OAR 660-004-0022 requires the Applicant to comply with OAR 660-004-0040 to the extent the Applicant seeks to justify the establishment of new urban development on undeveloped rural land. I find that this assertion is not relevant because the Applicant does not propose urban development in this Application even though that is the Applicant's long-term desire for use of the Subject Properties. As explained in other findings, the MUA-10 zone is a rural zone allowing rural uses.
[4] *See, e.g., 1000 Friends of Oregon v. Jackson County*, __ Or LUBA __ (LUBA No. 2071-066, Oct. 27, 2017).

"a demonstrated need for the proposed use or activity, based on one or more of the requirements of Goals 3 to 19" (a "Need" component), together with a demonstration that either: (a) that the proposed use or activity requires a location near a resource available only at the proposed exception site; or (b) the proposed use or activity has special features or qualities that necessitate its location on or near the proposed exception site (a "Location" component). The Applicant has not directly addressed that additional rule language. But the rule language also says "[s]uch reasons include but are not limited to" a demonstrated Need and Location. The question then, is if the Applicant can rely on other reasons to justify the Goal Exception even if it does not base its reasons on the Need and Locational components of the rule.

No participant to this proceeding has offered any argument to help explain the meaning of the "include but are not limited to" language. Nor does the case law appear to clarify that language, as most of the cases addressing this rule analyze different issues. In the absence of such arguments and authority, I am left with the plain language of the rule. Based on that language, I find that the Applicant can rely on other reasons to justify the Goal Exception, as long as those reasons demonstrate why the state policy embodied in Goal 4 should not apply. The use of "but are not limited to" in the rule implies that other reasons may exist, and the specific reason set forth in the rule (based on Need and Location) is more of a safe harbor that, if met, satisfies the rule. If other reasons could not be relied on, the "but are not limited to" language would not be necessary.

Having reviewed the information provided by the Applicant and other participants, I find that the Applicant has met its burden to show there are reasons why the state policy embodied in Goal 4 should not apply to the Subject Properties. Most of the opposing comments in the record do not address Goal 4 Exception criteria. Those that do simply express the opinion that the Applicant's stated reasons for the Goal Exception are "not sufficient." They do not, however, dispute with any particularity the Applicant's assessment of the capability of the Subject Properties to support forest uses, or the Applicant's assertion that other Goal 4 policies, like natural resource protections, can actually be enhanced by the MUA-10 zoning.

ORS 197.732(2)(c)(B)

This part of the statute requires a decision approving a Goal Exception to demonstrate that areas that do not require a new Goal Exception cannot reasonably accommodate the use.

The Applicant acknowledges that this criterion is difficult to apply because no one specific use is being proposed. By seeking to rezone the Subject Properties without specifying any limitation on which uses are or are not allowed, the Applicant is proposing that all uses in the MUA-10 zone be allowed. More specifically, however, the Applicant is proposing to allow those uses through the establishment of a transitional zone adjacent to the City that allows a variety of rural uses, including housing. Looking at the "proposed use" through that lens, ORS 197.732(2)(c)(B) requires a determination of whether other areas not requiring a Goal Exception could also be used to establish a transitional zone adjacent to the City of Sisters to allow a variety of rural uses. According to the Applicant, they cannot.

As the Applicant notes, OAR 660-004-0020(2)(b) implements ORS 197.732(2)(c)(B). Under that rule, the consideration of alternative sites for the proposed use can be done through a broad review of similar types of areas. The rule specifically states "[s]ite specific comparisons are not required of a local government

taking an exception unless another party to the local proceeding describes specific sites that can more reasonably accommodate the proposed use." The Applicant's submittals include information showing that the Applicant has assessed the ability of other areas to accommodate the rural uses allowed in the MUA-10 zone. That information includes evidence that existing exception areas, like the RR-10 zone, do not allow the same suite of uses as the MUA-10 zone, and that other areas are encumbered by restrictions preventing certain types of development.

The Applicant's analysis is largely unchallenged by other participants. With the exception of COLW's comments, opposing comments in the record do not specifically address ORS 197.732(2)(c)(B) or OAR 660-004-0020(2)(b). COLW's comments, however, state that this criterion is not met because "ample areas that do not require a new exception can reasonably accommodate the proposed use of future urban development in the City of Sisters." As explained above, the Applicant is not proposing urban development with this Application, and COLW's comments do not address the rural uses proposed generally, or the MUA-10 zone as a transitional zone near the City specifically.

Based on the foregoing and the materials currently in the record, I find that the Applicant has met its burden to demonstrate that the proposed use (transitional zoning for the City of Sisters to allow a variety of rural uses) cannot reasonably be accommodated in areas that do not require a new Goal Exception.

<u>ORS 197.732(2)(c)(C)</u>

This subsection of the statute requires an analysis of the long term environmental, economic, social and energy ("ESEE") consequences resulting from the use compared to the ESEE consequences if the same proposal were located in other areas that would also require a Goal Exception. By the plain language of the statute, the ESEE consequences on the Subject Properties do not have to be lower than the ESEE consequences on alternative sites, and they can even be greater; but they cannot be "significantly more adverse". Similar to the prior portion of the statute, this statute's implementing rule – OAR 660-004-0020(2)(c) – expressly states that "[a] detailed evaluation of specific alternative sites is not required unless such sites are specifically described with facts to support the assertion that the sites have significantly fewer adverse impacts during the local exceptions proceeding."

The Applicant presents an analysis of the ESEE consequences and asserts that those consequences are no greater than, and in some cases less than, the ESEE consequences if the proposal were on other lands also requiring a Goal Exception. For example, with respect to environmental consequences, the Applicant argues that converting other forest land, which is capable of sustaining forest uses, would have higher consequences because it would have greater impacts to tree canopy, wildlife habitat, and water and air resources. With respect to social and economic consequences, the Applicant highlights items such as impacts to jobs associated with the loss of farm or forest land if those lands were converted to MUA-10 zoning. With respect to energy, the Applicant relies on the proximity of the Subject Properties to other development and asserts that the ability to serve those properties (e.g. providing electricity or transportation) is less energy intensive.

The record contains a multitude of comments asserting negative ESEE consequences will result from the proposal on the Subject Properties. However, those comments do not address this criterion because they do not compare those alleged consequences to the ESEE consequences that would result from the same

proposal on other properties that also require a Goal Exception. Although COLW's comments specifically identify this criterion as not being satisfied, it does so based on an assertion that other areas "that do not require a new goal exception" could accommodate the proposed use and that those areas are already impacted. As explained above, however, that assertion is not responsive to this portion of the statute or its implementing rule, which require a comparison to other properties that do require a new Goal Exception.

The assessment and comparison of ESEE consequences is ultimately a discretionary exercise to be undertaken by the County Board. However, based on the current record, and having reviewed the information provided by the Applicant and other participants, I find that the Applicant has met its burden to show that the ESEE consequences resulting from the proposal on the Subject Properties are not significantly more adverse than the ESEE consequences that would result if the proposal were sited on other properties also requiring a Goal Exception.

ORS 197.732(2)(c)(D)

The final part of ORS 197.732(2)(c) requires a demonstration of compatibility with other adjacent uses. The statute's implementing rule – OAR 660-004-0020(2)(d) – imposes the following additional requirements:

> The exception shall describe how the proposed use will be rendered compatible with adjacent land uses. The exception shall demonstrate that the proposed use is situated in such a manner as to be compatible with surrounding natural resources and resource management or production practices. "Compatible" is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses.

The Applicant responds to this criterion by reviewing the various uses allowed in the MUA-10 zone and describing the likely impacts from those uses. For some conditional uses, like dude ranches, golf courses, and destination resorts, the Applicant asserts that the Subject Properties are too small to accommodate those uses and, therefore, no impacts are likely to exist.[5] For other allowed uses, like agricultural operations, horse stables, and home occupations, the Applicant asserts those uses are low-intensity and will not generate significant impacts.

Opposing comments in the record express concern over a wide variety of potential impacts, but those comments are largely grounded on the assumption that the Subject Properties will be used for urban development, which is not a proposed use in the Application. COLW, however, does expressly address this criterion, asserting that some of the adjacent properties are forest zoned lands and that the proposal would introduce conflicts to forest practices on those lands. The Applicant responds by arguing that any

[5] I note that the County Board, if it approves the Goal 4 Exception, has the ability to limit uses allowed on the Subject Properties and, indeed, may be required to do so under OAR 660-004-0018(4), which states that planning and zoning for an area subject to a Reasons Exception must limit uses to those that are justified in the exception. Because the Applicant states that dude ranches, golf course, and destination resorts are not feasible, the County Board may limit its approval to exclude those uses.

potential conflicts can be addressed at a later approval stage if and when portions of the Subject Properties are proposed for development under the new MUA-10 zone.

While this particular issue is a close call, I find that the Application has met its burden with respect to this criterion. In a different context, more details from an applicant may be required. In this context, however, where the proposal is to establish the MUA-10 zone, I find there is a sufficient basis to determine that all of the uses allowed in the MUA10 zone are compatible with adjacent uses and with surrounding natural resources. With respect to non-resource uses, like the adjacent urban area to the south, the MUA-10 zone is a transition zone that actually serves as a buffer between urban and rural areas. With respect to resources on adjacent properties and surrounding areas, I note the purpose of the MUA10 zone:

> The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use. DCC 18.32.010 (emphasis added).

Through that stated purpose, the County has already determined that all of the MUA-10 zone uses are consistent with the character and capacity of natural resources in the area and serve to protect, rather than to harm, agricultural and forest lands.

2. Plan Amendment

DCC 18.136.010 contemplates that an applicant may seek a quasi-judicial amendment to the County's Comprehensive Plan Map ("Plan Map"). Other than a reference to the procedural provisions of DCC Title 22, the Code does not appear to contain any standards or criteria specific to an amendment to the Plan Map. As noted in findings above, however, such an amendment constitutes a PAPA under state law and, therefore, the amendment must be consistent with all applicable Statewide Planning Goals.

Division 15 of OAR chapter 660 sets forth the Statewide Planning Goals and Guidelines, with which all comprehensive plan amendments must demonstrate compliance. The Applicant asserts the Application is consistent with all applicable Goals and Guidelines. Except for Goal 4, Goal 5, and Goal 14, which are addressed in more detail in findings below, and in the absence of any counter evidence or argument, I adopt the Applicants' position on the remining Goals as recited on pages 50 to 52 of the Staff Report, and I find that the Plan Amendment and Zone Change are consistent with the applicable Goals and Guidelines as set forth there.

The remainder of the findings in this section address specific Goals that are either in dispute or that require additional explanation.

Goal 4 – Forest Lands

The Applicant acknowledges that the Subject Properties are currently zoned for forest use and subject to Goal 4. The Applicant, however, has requested a Goal 4 Exception. As set forth in separate findings above, this Recommendation concludes that the Applicant has met its burden to demonstrate the justification for a Goal 4 Exception. As a result, the Plan Amendment can proceed without showing compliance with Goal 4. If the County Board determines that the Goal 4 Exception is not warranted, the Applicant will need to show compliance with Goal 4.

Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces

Goal 5 and its implementing rules protect natural resources, scenic and historic areas, and open spaces. Pursuant to OAR 660-023-0250(3), the County does not have to apply Goal 5 as part of a PAPA "unless the PAPA affects a Goal 5 resource." One scenario in which a PAPA may affect a Goal 5 resource is when the "PAPA allows new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list."[6] According to information in the record, the Subject Properties contain or are near to two significant Goal 5 resources: (1) Trout Creek and (2) scenic resources along Highway 20.

The Applicant first asserts that the County is not required to apply Goal 5 to this Application because the uses allowed in the MUA-10 zone will not conflict with the identified Goal 5 resources. The Applicant bases this assertion on its arguments that the uses allowed in the MUA-10 zone are rural, low-intensity uses, that Trout Creek will be protected by the County's existing development standards in the MUA-10 zone, and that development on the Subject Properties will not be visible from Highway 20 due to land use patterns between the Subject Properties and the highway.

I disagree with the Applicant that the County is not required to apply Goal 5 in this context. The administrative rule requires Goal 5 to be addressed if a PAPA allows new uses that "could" conflict with a Goal 5 resource. Because the MUA-10 zone allows uses not currently allowed in the F-2 zone, and because the Applicant is not proposing a specific development, any of the new uses allowed could conflict with the identified Goal 5 resources. The Applicant's arguments are more relevant to the remainder of the Goal 5 analysis and whether additional protections are needed.

As an alternative argument, the Applicant does provide an ESEE analysis as required by OAR 660-023-0040(1). In accordance with that administrative rule, the Applicant's analysis identifies conflicting uses, determines an impact area, analyzes the ESEE consequences, and proposes a "program" to achieve Goal 5 protections. The specific program proposed by the Applicant is to allow the conflicting uses in a limited way that protects the Goal 5 resources, as authorized by OAR 660-023-0040(5)(b). For Trout Creek, the proposed limit is the development standards in DCC Chapter 18.32 that the Applicant asserts are already

[6] OAR 660-023-0250(3)(b).

designed to protect environmental resources on the site, including streams. For the scenic resource, the proposed limit is the application of the County's Landscape Management (LM) combining zone, which already applies to a portion of the Subject Properties, and which the County employs to protect scenic resources along Highway 20.

COLW submitted comments arguing that the Applicant's ESEE is deficient. COLW first asserts that the Applicant's analysis "impermissibly groups several allowed uses in the MUA zone, when they would have varying impacts on inventoried Goal 5 resources." COLW cites to OAR 660-023-0040(2) as support for that argument. The language of the rule COLW cites does not support its argument, which is also counter to other rule language. OAR 660-023-0040(2) simply states that the local government "shall examine land uses allowed outright or conditionally within the zones applied to the resource site and in its impact area." That rule imposes no requirement mandating or prohibiting the grouping of several uses as part of the analysis. In contrast, OAR 660-023-0040(4) provides that, in analyzing ESEE consequences, "[t]he analysis may address each of the identified conflicting uses, <u>or it may address a group of similar conflicting uses</u>." (Emphasis added).[7]

COLW next argues that the Applicant's ESEE analysis "conflates ESEE consequences on Riparian Area resources and Scenic Views resources, when separate analyses are required." I disagree with COLW's characterization of the Applicant's analysis. Each of the steps in that analysis has separate references to Trout Creek and to scenic resources.

Finally, COLW argues that the Applicant's ESEE analysis "fails to consider consequences to the entire Scenic Views resource." Again, COLW's characterization of the Applicant's analysis is not accurate. The information provided by the Applicant states that the Subject Properties are not visible from any portion of Highway 20 and, therefore, that there is no impact to the identified scenic resource.

Other than the comments by COLW, which relate only to the methodology of the ESEE analysis and not the outcome, including the proposed "program" to achieve Goal 5, no other participant directly addresses the Goal 5 requirements.

Based on the foregoing and the materials in this record, I find that the Applicant has met its burden of demonstrating compliance with Goal 5.

Goal 14 – Urbanization

Goal 14 and its implementing rules "provide for an orderly and efficient transition from rural to urban land use." *See* OAR 660-015-0000(14).

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[7] COLW also cites to OAR 660-023-0040(2) to support an argument that the ESEE analysis is deficient because it "only considers the consequences of a decision to allow development, not a decision to limit or prohibit development." I find that this argument is not developed enough to respond to. The rule COLW cites does not contain language relating to decisions that either allow, limit, or prohibit development, and I am unable to determine what criterion COLW believes is not satisfied.

COLW asserts that the Applicant has not demonstrated compliance with Goal 14. COLW's assertion is largely based on its characterization of the Application as proposing urban development. As noted in earlier findings, however, the Applicant is not proposing any urban uses and is instead proposing that the Subject Properties be zoned MUA-10. Goal 14 would therefore apply only if such a rezoning constitutes urbanization. I find that it does not.

As the Applicant notes, this question has been asked and answered by the County, as described in the LUBA case *Central Oregon LandWatch v. Deschutes County*, __ Or LUBA __ (LUBA No. 2023-049, Feb. 15, 2024). In that case, LUBA considered very similar facts where the County approved a plan amendment and zone change from a resource zone to the MUA-10 zone. Before turning to COLW's arguments in that case, LUBA noted that the County Board had made the following finding:

> Deschutes County Comprehensive Plan and Title 18 of the Deschutes County Code have been acknowledged by [the Land Conservation and Development Commission (LCDC)] as being in compliance with every statewide planning goal, including Goal 14. The County specifically amended its comprehensive plan in 2016 to provide that the Rural Residential Exception Area Plan and its related MUA-10 and RR-10 zones should be applied to non resource lands. Ordinance 2016-005. This amendment is acknowledged, <u>which means that the RREA plan designation and its related zoning districts, when applied to non-resource lands such as the subject property, do not result in a violation of Goal 14</u>. (Emphasis added).

As described by LUBA, the County Board has already interpreted its Plan and Code to mean that all uses allowed in the MUA-10 zone are rural in nature. Based on the Board's prior interpretation, I find that the change in the Plan designation to RREA and zoning designation to MUA-10 does not result in urbanization of the Subject Property.

Based on the foregoing, I find that the Applicant has demonstrated the Application does not propose urban uses and Goal 14 is satisfied without the need to take an exception to that Goal.

3. <u>Zone Change</u>

Title 18 of the Deschutes County Code, County Zoning

The Application requests a Zone Change from F-2 to MUA-10. The criteria for rezoning a parcel are set forth in DCC Chapter 18.136. These findings address the applicable zone change criteria in the context of the Applicant's request. That is, the Applicant has also requested the Plan Amendment to change the Plan Map designation applicable to the Subject Properties – from the Forest designation to the RREA designation. As discussed in the findings above, I have found that the Applicant has initially met its burden of demonstrating compliance with the Plan Amendment criteria. The findings in this section are therefore based on the assumption that the Plan designation for the Subject Properties is RREA. If the County Board does not approve the Plan Amendment, these findings will need to be altered to address the request for a Zone Change based on whatever Plan designation the County Board approves.

Section 18.136.020, Rezoning Standards

The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:

A. That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.

This Code provision requires a consideration of the public interest based on whether: (1) the Zone Change conforms to the Comprehensive Plan; and (2) the change is consistent with the Comprehensive Plan's introductory statement and goals.

The Applicant, Staff, and other participants address this Code criterion by discussing specific Plan goals and policies. Before addressing those specific arguments, I note that, if the Plan Amendment is approved, it seems necessary to rezone the Subject Properties in some way. That is, the Forest designation of the Plan is implemented through the F-1 and F-2 zone designations. The RREA Plan designation, in contrast, is implemented only through the RR-10 and MUA-10 zones. There seems to be no basis under the Plan to allow the Plan Amendment to change the designation of the Subject Properties to RREA but to keep the F-2 zoning. Viewed through that lens, it seems that either the RR-10 or the MUA-10 zones inherently conform to the Plan in this context, and that the Applicant must show only that the Zone Change, as applied to the Subject Properties, is consistent with the Plan's introductory statement and goals.

The Staff Report notes that the County generally does not consider the Plan's goals and policies to be mandatory criteria. As described by Staff, the Plan's goals and policies are implemented through the Code, and that consistency with the Code demonstrates consistency with the Plan. No participant to this proceeding appears to dispute Staff's position that the goals and polices are not mandatory criteria or that the Plan is implemented through the Code. Nevertheless, because the Code itself requires a consideration of the Plan's statements and goals, and because some participants have questioned whether the Zone Change is consistent with those Plan provisions, I address those specific issues here.

The Application identifies potentially relevant Plan provisions by pointing to several goals and policies in the Plan set forth in Chapter 1, Comprehensive Planning, Chapter 2, Resource Management, and Chapter 3, Rural Growth Management. The Applicant states that the Application is consistent with those policies and goals. The Staff Report generally agrees with the Applicant's assessment of those policies and goals, but in some areas takes no position. With some exceptions, other participants to this proceeding assert various impacts from the Zone Change that are related to areas covered by Plan policies (e.g. water quality), but do so in a manner that does not directly relate to whether the Zone Change is consistent with the Plan. The remainder of the findings in this section address those Plan goals and policies that were specifically identified by those other participants.

Participants objecting to the Application assert that it is not consistent with Plan policy 2.3.1. That policy is to "Retain forest lands through Forest 1 and Forest 2 zoning." The basis for that argument appears to be that the Subject Properties are currently zoned F-2 and, therefore, any change to the zoning would be counter to this policy. As noted above, I have concluded that the review of the Plan policies should be done in the context of the approval of the Plan Amendment. Because, for purposes of this analysis, the

Applicant is relying on a Goal 4 Exception and the Subject Properties carry the RREA designation, I do not agree that the Subject Properties remain "forest land". The Zone Change is therefore not inconsistent with Plan policy 2.3.1.

Participants objecting to the Application also assert that it is not consistent with Plan policy 2.3.1. That policy is part of the same set of policies related to Goal 1 under Section 2.3 of the Plan. It identifies the specific characteristics of lands that should be zoned F-2, as opposed to that that should be zoned F-1. However, that policy rests on the assumption that the land is forest land and that the County should determine whether that land should be zoned either as F-1 or F-2. As just noted, for purposes of this analysis, the Applicant is relying on a Goal 4 Exception and the Subject Properties carry the RREA designation. The Subject Properties therefore do not remain "forest land" and the Zone Change is not inconsistent with Plan policy 2.3.3.

Based on the foregoing, and in the context of the approval of the requested Plan Amendment, I find that the Zone Change conforms with the Plan and is consistent with the introductory statements and policies of the Plan.

B. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.

DCC 18.32.010 contains the following purpose of the MUA10 zone:

> The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use.

The Applicant states that the Zone Change will allow low-intensity residential uses, while also allowing uses recognized in DCC 18.32.020 and 18.32.030 as being appropriate in the MUA-10 zone. The Applicant also states that the uses allowed are lower intensity, and development can preserve open space and natural resources. The Staff Report agrees with the Applicant's assessment, and no other participant appears to argue that this Code provision is not satisfied.

Based on the foregoing, I find that this Code provision is satisfied.

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C. That changing the zoning will presently serve the public health, safety and welfare considering the following factors:

1. The availability and efficiency of providing necessary public services and facilities.

Only the Applicant and Staff directly address this Code provision. The Applicant notes that development in the MUA-10 zone generally does not rely on public services and facilities. For example, developments in rural areas generally must provide their own water and septic systems. For other facilities, like the transportation system, the Applicant relies on its transportation analysis to demonstrate the adequacy of those facilities. Comments in the record express concerns over groundwater, but those comments do not appear to assert that the availability of groundwater is either a necessary public service, or that it will be impacted by the uses allowed in the MUA-10 zone. The Applicant is not proposing any new development, and no participant has asserted that public services and facilities are insufficient to presently serve the Subject Properties. Any impact to public services and facilities can be assessed at the time of development review if and when a new development is proposed.

Based on the foregoing, and in the absence of more specific countervailing evidence or argument, I find that this Code provision is satisfied as set forth in the Application.

2. The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.

The Applicant states that the Applicant's proposal will not affect surrounding land uses due to the low-intensity uses that are allowed in the MUA-10 zone. I agree with the Applicant that the comments made in opposition to the Application are primarily grounded on the assumption that the Subject Properties will be developed with urban uses, which the Applicant is not proposing. Further, as I have concluded above, the only Plan policies identified by other participants are generally not relevant, and no participants assert that the Zone Change will make surrounding land uses inconsistent with a Plan goal or policy.

Based on the foregoing, and in the absence of more specific countervailing evidence or argument, I find that this Code provision is satisfied as set forth in the Application.

D. That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.

Although the Applicant and other participants address this criterion, they do so in the context of a potential change in circumstances on the physical ground of the Subject Properties. The Applicant, for example, notes the changes in the commercial viability of timber and a better understanding of the soil qualities on site.

I find that it is not necessary to address the difference in opinion of the Applicant and participants. As noted above, the Zone Change analysis relies on the assumption that the Plan designation for the Subject Properties is RREA. When the Subject Properties were last zoned, their Plan designation was Forestry. I

find that the change in Plan designation is, by itself, sufficient to show there has been a change in circumstances and, therefore, this Code provision is satisfied.

IV. CONCLUSION

Based on the foregoing findings, I find the Applicant has met its burden of proof with respect to the standards for approving the requested Plan Amendment, Zone Change, and Goal 4 Exception. I can therefore recommend to the County Board of Commissioners that it can APPROVE the request in the Application based on the current record.

Dated this 25th day of June 2025

Tommy A. Brooks
Deschutes County Hearings Officer