SUBGRANT AGREEMENT – COMMUNITY CAPACITY BUILDING FUNDS

This Subgrant Agreement is made between PacificSource Community Solutions, an Oregon non-profit corporation ("PCS"), and Deschutes County an Oregon corporation ("Subgrantee") and is effective July 31, 2025.

RECITALS

A. PCS is contracted with the State of Oregon, acting by and through the Oregon Health Authority ("OHA") to assist in supporting investments to create robust, equitable networks of Health-Related Social Needs providers and build the necessary capabilities and capacity of community partners (the "Grant Agreement").

B. PCS wishes to contract with Subgrantee to perform the work noted in Subgrantee's Health Related Social Needs Community Capacity Building Funding Application, submitted to PCS and approved by OHA ("Subgrantee's Application").

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, and for the mutual reliance of the parties in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Services. Subgrantee will provide the services described in Subgrantee's Application which are agreed upon by Subgrantee and PCS and funded in Community Capacity Building Funding ("CCBF") Application Budget (the "Services"), a copy of which is attached hereto as Exhibit A and incorporated herein. Subgrantee agrees and acknowledges that the Services will be performed utilizing only the dollars provided for in this Agreement and that no amounts received under other contracts with PCS, or any of its affiliated entities, will be used, directly or indirectly, to fund the Services.

2. Reports. Subgrantee will provide reporting to PCS on at least an annual basis to include the following, at a minimum and pursuant to OHA's standard reporting: (a) Amount of CCBF spent during the reporting period and to date; (b) Specific activities and items that CCBF was used to support during the reporting period; (c) Requests to modify activities and the budget, as needed, including the rational for modification; and (d) Attestation that CCBF has not duplicated funding received from other federal, state or local sources and has not supplanted funding from other federal, state or local sources. Additionally, Subgrantee will provide a final summary report to PCS at the conclusion of the Grant period.

Subgrantee shall submit reports to: HRSNServiceProviderRequests@pacificsource.com

3. Payment. Subject to receipt of the grant funds from the OHA, PCS will pay Subgrantee an amount not to exceed two hundred fifty-three thousand nine hundred and 33/100 Dollars ($253900.33), with all funds being dispersed to Subgrantee by 12/15, 2025. Subgrantee agrees and acknowledges that any funds provided PCS under this Subgrant Agreement that are not expended by 7/31/2027, must be returned to PCS no later than 8/31/2027.

4. Responsibilities. The Parties agree to comply with all requirements provided in the Grant Agreement and Subgrantee agrees and acknowledges to cooperate with PCS so that PCS may meet all of its obligations to OHA under the Grant Agreement, including, but not limited to, PCS's obligations to

evaluate Subgrantee, serve as fiscal administrator, provide oversight and reporting, and ensure program integrity.

5. Term; Termination. This Agreement shall expire on December 31, 2028; provided, however, that this Agreement shall terminate immediately if (a) the Grant Agreement between PCS and the OHA is terminated for any reason; (b) PCS does not receive all funds from the OHA as provided for in the Grant Agreement; or (c) Subgrantee fails to perform adequately under this Subgrant Agreement in the reasonable opinion, and sole discretion, of PCS.

6. Terms and Conditions from the OHA Grant Agreement. Subgrantee acknowledges and agrees that it is subject to the provisions in the Grant Agreement between PCS and the OHA that are required to be passed through to subcontractors, which are attached hereto and incorporated herein as Exhibits B, C and D, with Subgrantee taking the place of the "Recipient" for purposes of Exhibits B, C and D.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives.

PACIFICSOURCE COMMUNITY SOLUTIONS	SUBGRANTEE
By: _____	By: _____
[signature]	[signature]
_____	_____
[printed name]	[printed name]
Title: _____	Title: _____
Address: PO Box 7469 Bend, OR 97701	Address: _____
	_____

EXHIBIT A

Subgrantee's Health Related Social Needs Community Capacity Building Funding Application

Deschutes County

2025 Community Capacity Building Funding Application

Deschutes County Community Justice

Mrs. Deevy Holcomb
63360 NW Britta Street Building #1
Bend, OR 97703

trevor.stephens@deschutes.org
O: 541-330-8261

Mr. Trevor Stephens

63360 NW Britta Street Building #1
Bend, OR 97703

trevor.stephens@deschutes.org
O: 541-330-8261

Application Form

Background Information - What is Oregon's Health-Related Social Needs initiative?

Where we are born, live, learn, work, play, and age, can affect our health and quality of life. Access to health care, healthy foods, and safe housing, or "Health-Related Social Needs" (HRSN), is important to our health.

Oregon Health Plan (OHP) members who qualify (as defined by CMS) have a new set of benefits available to them. HRSN benefits include:

- Climate benefits
- Housing benefits
- Nutrition benefits
- Outreach and engagement supports

HRSN benefit providers--including, community-based organizations, social service agencies, and others--play an important role in delivering benefits to qualifying members and may be eligible for Community Capacity Building Funding (CCBF).

1 To qualify, OHP members must be in at least one of the following life transitions (additional criteria also applies for each type of HRSN service): 1) Released from incarceration in the past 12 months; 2) Discharged from a qualifying behavioral health facility in the past 12 months; 3) Current or past involvement in the Oregon child welfare system 4) Transitioning from Medicaid-only to dual eligibility (Medicaid and Medicare) status within the next three months or has transitioned in the past nine months; 5) Homeless or at risk of becoming homeless; 6) a Young Adult with Special Healthcare Needs

Instructions

To receive funding, organizations must complete and sign this application form in its entirety by May 30, 2025. For this form to be considered complete:

- All components must be filled out
- A budget request must be attached
- The application must be signed by the authorized representative from the entity applying for funding

Please see pages 25-34 of OHA's version of the CCBF grant for additional information.

If you have questions about this application or need technical support, reach out to Elliot Sky at HRSNServiceProviderRequests@pacificsource.com or call 541-225-2813.

Applicant Organization Information

The purpose of this section is to collect general information about the applicant organization. Please complete the information requested in the questions below.

Legal Name of Applicant Organization (this should be the name used for your tax ID)*

Deschutes County

Organization Name (if differs from legal name)

Community Justice: Adult Parole and Probation

Point of Contact Name*

Trevor Stephens

Point of Contact Title*

Business Manager

Point of Contact Telephone Number*

541-330-8261

Point of Contact Email Address*

Trevor.Stephens@deschutes.org

Mailing Address: Street Address*

63360 NW Britta Street Building #2

Mailing Address: City*

Bend

Mailing Address: State*

Oregon

Mailing Address: Zip Code*
97703

Eligibility Criteria

Organizations must meet minimum eligibility criteria to receive Community Capacity Building Funding (CCBF).

1 a. Please attest to the following:*
The organization is capable of providing or supporting the provision of one or more HRSN services to Medicaid beneficiaries within the state of Oregon.

Yes

1 b. Please attest to the following:*
The organization intends to contract with one or more CCOs or with the Oregon Card/fee-for-service Third Party Contractor (FFS TPC) to serve as an HRSN provider for at least one HRSN benefit or to support the delivery of HRSN services by acting as a 'convener' or 'hub' role.

Yes

1 b. Please attest to the following:*
The organization demonstrates a history of responsible financial administration. This can be shown through any of the following:

- Recent annual financial reports.
- Externally conducted audit.
- Experience receiving other federal funding or other similar documentation.

Yes

2. Organization Types*
The following organization types are eligible to apply for and receive Community Capacity Building Funding. Please select the box that most closely aligns with your organization type (select more than one, as needed):

City, county and local government agencies

Applicant Organization Background Questions

Who will be served

The purpose of this section is to collect information about the population served by your organization and to learn more about how you intend to use that experience or grow that experience to provide HRSN benefits to eligible members

3. Counties served.*

Please select the box/es of counties where your organization will provide HRSN benefits (select more than one, as needed):

Deschutes

4. For each county marked above, your organization must provide specific details about:*

1. the current and planned working relationship and knowledge of that county (including any cross-county work);
2. current and planned partnerships to support HRSN benefit provision (including with CCOs);
3. if your organization plans to differ the type of benefits offered in different counties, please describe that here; and
4. if your organization does not have existing relationships in the county, you must describe how you intend to build those relationships. (400 words/ 2600 character max)

Deschutes County Community Justice – Adult Parole & Probation collaborates extensively with local service providers, community-based organizations, and public safety stakeholders to support approximately 1,000 adults on supervision. We maintain strong partnerships with the Court, District Attorney, Sheriff, and Behavioral Health/Health Services. A behavioral health specialist is embedded within our office to support clients who face barriers to traditional services and require flexible, innovative engagement strategies.

We have partnerships and contracts with community-based treatment, shelter, and housing providers—including current HRSN providers such as First Light and Changing Patterns. The majority of our clients are recently released from incarceration/jail or behavioral health facilities, or are houseless or at risk of becoming houseless.

We intend to use capacity building funds to assess and improve our existing processes and partnerships. We aim to leverage HRSN funding to expand housing options for justice-involved individuals in Deschutes County. We estimate that 90–95% of our clients are OHP-eligible, and the majority face significant housing and health-related social needs. Currently, we do not bill Medicare or Medicaid, so part of our work will involve developing the necessary infrastructure to connect clients with these benefits.

Though we offer limited housing assistance, demand exceeds available resources—especially for individuals transitioning from incarceration or facing homelessness. Establishing a system to utilize HRSN funds would significantly enhance access to housing and support for these individuals. With direct client relationships and existing housing partnerships, we are uniquely positioned to act as a bridge to these critical services. We also aim to expand our network of housing providers to increase options.

Stable housing is essential to public health, public safety, successful community reintegration, and overall wellness. Through this initiative, we seek to enhance collaboration, leverage funding opportunities, and expand housing access for our clients by maximizing resources and increasing available options.

5. Populations served*

This section will ask that you rank the population(s) (within each list) to which your organization will provide HRSN benefit/s. Please only rank the populations that you plan to serve. If you do not plan to serve a population, you may leave it blank.

List A: HRSN Eligible Populations: (See approved HRSN Services Protocol): For List A below: Please mark off which HRSN eligible population(s) you plan to serve. If there is a population listed that your organization will likely not serve, please leave that blank.

Link: Young Adults with Special Health Care Needs (YSCHN)

Adults and youth discharged from an Institution for Mental Disease
Adults and youth released from incarceration
Individuals who are homeless or at risk of homelessness

List B: Populations served*

For List B below, starting with the population group **you plan to serve the most** (write # 1 in the box) please rank in order of who you expect to serve the most. You may rank up to 3. If there is a population listed that your organization will likely not serve, please leave that blank.

American Indian/Alaska Native/Indigenous communities:
Asian communities:
Black/African American/African communities:
Latino/a/x communities:
Pacific Islander communities:
Eastern European communities:
LGBTQIA2S+ communities:
Rural communities:
Houseless communities:
People with behavioral health conditions:

Other communities not listed above (please describe) (100 words/ 500 character max):

Women on supervision and clients with restrictions that prevent them from utilizing many shelter and transitional housing resources.

6. Primarily served population

Please indicate if there is one HRSN Covered Population and/or other population that you primarily serve.

Individuals released from incarceration/jail in the past 12 months. We work with clients on supervision in Deschutes County.

Providing Culturally and Linguistically Responsive and Trauma Informed Services

The purpose of this section is to understand your organization's background and experience in providing culturally and linguistically responsive services and how you will use that experience or grow capacity when providing HRSN benefits.

7. Language access provided by your organization. Please indicate your organization's capacity to speak and write in languages other than English. Also indicate whether the language capacity comes from a native or non-native speaker

Language 1:

Spanish

Language 1 (continued):

Services provided in this language by a staff native speaker
Interpretation services provided by a staff native speaker
Services or interpretation provided by a fluent non-native speaker

Language 2:

Other Languages

Language 2 (continued):

Interpretation/translation services provided by a third party.

Language 3:

Language 3 (continued):

Language 4:

Language 4 (continued):

Other language access

(Optional) Other language access offered by your organization not already listed above (50 words/ 325 character max):

We offer a language line for all clients we are working with. They provide translation services for over 150 languages. We also contract with American Sign Language interpreters as needed.

Culturally and linguistically responsive services:

Culturally and linguistically responsive services are designed specifically for a distinct minoritized cultural community, developed based on the languages used and cultural values of the distinct minoritized cultural community and designed to elevate their voices and experiences. Culturally and linguistically responsive services have the aim of enhancing emotional safety, belonging, and a shared collective cultural experience for healing and recovery among the distinct cultural community served.
A minoritized cultural community is a community that has experienced historical and contemporary discrimination and oppression primarily on the basis of race, ethnicity, gender identity, sexual and affectional orientation, ability status, and/or migration history.

8. Culturally and linguistically responsive services*

Describe how your organization currently provides culturally and linguistically responsive services to the populations it serves. If your organization does not currently provide culturally and linguistically responsive services or you plan to increase your capabilities using CCBF, please describe here. (400 words/ 2600 character max)

Deschutes County continues to see racial and ethnic disparities in its criminal justice system. Data from 2015–2019 shows that Black, Hispanic, and Native American men—and Native American women in some areas—are overrepresented on supervision compared to the county's general population.

Since 2020, Community Justice has engaged a community advisory group composed of individuals from minoritized communities and those with lived experience in recovery and the criminal justice system. This group meets regularly to provide feedback on our practices and offer recommendations for system improvements. Insights from this advisory group directly inform initiatives supported by capacity building funds, including culturally responsive (includes Spanish language) recovery and reentry support services with community-based providers.

In parallel, we have prioritized gender-responsive practices, which account for the different pathways to the criminal justice system that men and women tend to make. Our department offers gender-specific caseloads and provides cognitive behavioral therapy tailored for clients who identify as women, recognizing the unique pathways and needs of justice-involved women.

To improve linguistic access and inclusion, we have implemented hiring preferences for Spanish-speaking staff, secured interpretation services for multiple languages (including American Sign Language), and currently employ native Spanish-speaking staff to better support our clients. With support from CCBF, we plan to expand our capacity for linguistic accessibility and digital equity.

We propose purchasing tablets/phones and exploring software options for video and virtual translation services. These devices would also give clients access to OHP documents and forms in their preferred language, and allow them to connect directly with OHP assisters who can guide them through the enrollment process and connect them with essential services.

9. Trauma informed services:*

Describe how your organization provides trauma informed services to the populations it serves currently. Please include how staff receive trauma informed training. If your organization does not currently provide trauma informed services or you plan to utilize CCBF to increase your efforts in this area, please describe here. (300 words/ 950 character max).

Policies and procedures require that staff are trained in and work with individuals on supervision using trauma-informed practices such as building positive rapport, providing normative feedback, using motivational interviewing to meet people where they are at, and understanding and addressing responsivity (barrier removal) needs of each individual.

We utilize Trauma Informed Oregon's (TIO) to provide materials and training for staff in trauma-informed care (TIC), including a team member who is certified to train others. In 2024 we conducted the comprehensive initial TIO TIC 8-hour training, and continue to offer annual 2-hour refreshers to apply TIC principles in community supervision. We also collaborate closely with the District Attorney's Office and local law enforcement to promote trauma-informed and equitable practices.

Strategies for Providing HRSN Benefits

Background for applicants:

- Learn about becoming an HRSN Service Provider:
  - Review the information on the webpage Health-Related Social Needs Information for Providers
  - HRSN Service Descriptions (descriptions of specific services that can be offered through HRSN) and Fee Schedules (payment rates for benefits offered through HRSN):
    - HRSN Service Descriptions:
      - Climate supports: Table 3 (page 8)
      - Housing supports: Table 4 (page 10)
      - Nutrition supports: Table 6 (page 29)
      - Outreach & engagement: Table 8 (page 37)
    - HRSN Fee Schedules:
      - Find updated HRSN Fee Schedules towards the bottom of the Health-Related Social Needs Information for Providers webpage.
- Learn about CCBF priorities of the CCO/s operating in the service area/s in which you want to provide HRSN benefits.
  - Go to the CCBF CCO Contact webpage:
  - Find the website and contact information for the CCO/s in the service areas of your organization
  - Review the CCBF webpage of the CCO and review their priorities for 2025

    - Contact the CCO/s CCBF if you have questions
- Determine what HRSN benefits your organization intends to provide and what it will need to be able to do so. Organizations can provide one or more HRSN benefits to eligible OHP members.
- Learn about the allowable (and not allowable) uses for the CCBF (see page 2 of the Background Application Information)

Strategy and Approach to Building Capacity to Provide HRSN benefits

The purpose of this section is to understand your organization's plan to provide one or more of the HRSN benefits to eligible OHP members.

10. Which HRSN benefit(s) does your organization provide or intend to provide?*

(if more than 1, check all that apply)

*Network Manager- or 'Hub': support, for example, HRSN contracting, implementation, invoicing and service delivery

Housing benefits

11. Describe your organization's work related to each benefit you plan to support:

On questions 11a-f, for each answer marked in Question 10, use the spaces below to describe:

a. your experience providing the services you plan to provide through HRSN (e.g., housing, nutrition, climate supports, outreach and engagement services and/or as a convener or hub organization)
b. how your organization intends to provide these benefits as an HRSN provider, including the specific services under each benefit type that you plan to provide (see HRSN service descriptions also linked above)
c. how you will utilize CCBF to develop your organization's capacity in relation to the allowable use categories listed on pages 28-31 of OHA's CCBF Grant Application.

Only provide a response for the benefit(s) you intend to provide

11a. Climate Benefits

If your organization will be providing climate benefits (include specific climate devices): (500 words/ 3,250 character max)

N/A

11b. Housing Benefits

If your organization will be providing housing benefits (include specific housing supports e.g., rent and utility costs, tenancy service, etc.): (500 words/ 3,250 character max)

As a community corrections agency, a primary focus is to reduce barriers that hinder individuals' chance at success while on supervision. One of the most significant challenges individuals face is access to affordable, stable housing. Many clients are recently released from incarceration or have spent time in jail, leaving them at high risk of houselessness. We strive to connect them with initial housing through contracted or local community providers, most of whom operate under program agreements and require rent payments.

Our goal is to establish a process that enables clients placed in these housing programs to access HRSN benefits. This would help them maintain housing, improve stability, and enhance overall health and wellness. By using HRSN benefits to offset rent, we aim to support long-term success.

We plan to collaborate with partners such as First Light and Changing Patterns to ensure clients can access outreach and engagement services funded through HRSN. These services are vital in supporting stability and promoting sustained community reintegration. Our efforts are supported by strong partnerships across the local continuum of care.

We have established relationships and processes with providers for bed scheduling and placement. This includes a range of options such as contracted sober living beds, case-managed housing, and transitional housing arrangements. Additional partners include Oxford Houses, treatment providers, and various community-based housing organizations.

To fully leverage HRSN funding and ensure effective, sustainable housing solutions, we plan to develop and implement clear policies and procedures for accessing and managing the benefit. This may include front-loading rent support for a few months while clients complete the steps necessary to qualify for HRSN assistance. We are well-positioned to offer short-term housing stabilization during this period, ensuring no lapse in support as the benefit process unfolds and or using the benefits to reimburse for costs that we provided upfront.

By building on our existing infrastructure and partnerships, we aim to streamline our operations and expand housing access for justice-involved individuals. We also intend to explore new collaborations with landlords and property management companies to increase long-term, stable housing options. These expanded efforts will support our clients' rehabilitation and reintegration, contributing to stronger, safer, and more resilient communities.

11c. Nutrition Benefits

If your organization will be providing nutrition benefits (include specific nutrition supports e.g., medically tailored meals, nutrition education, etc.): (500 words/ 3,250 character max)

N/A

11d. Outreach and Engagement Supports

If your organization will be providing outreach and engagement supports: (500 words/ 3,250 character max)

At this time, we do not intend to seek reimbursement for outreach and engagement supports. As a community corrections agency, a core function of our staff is to build rapport and trust with clients while connecting them to resources that reduce barriers, support health and well-being, and promote positive, pro-social behavior change.

We understand that outreach and engagement services under the HRSN benefit are limited in scope, and we believe these efforts are best led by community-based organizations such as First Light and Changing Patterns, who specialize in this work. We already collaborate closely with both agencies and serve many of the same clients. We see an opportunity to strengthen these partnerships and coordinate our efforts more intentionally.

Our primary goal is to support clients in accessing and maintaining HRSN-funded housing. We would work alongside First Light and Changing Patterns to ensure a seamless connection to housing services for

individuals on supervision. Additionally, if these agencies identify clients on supervision in need of assistance navigating the HRSN housing benefit, we are open to providing support in those cases as well.

11e. Convener Organization

11e. If your organization will serve as a convener organization: (500 words/ 3,250 character max)

We would be happy to help support other community partners and agencies who are working with our clients to support them in accessing the HRSN housing benefit.

11f. Network Manager - or 'Hub'

If your organization will serve as Network Manager - or 'Hub' to support, for example, HRSN contracting, implementation, invoicing and service delivery: organization: (500 words/ 3,250 character max)

If clients are under supervision with Adult Parole and Probation in Deschutes County, we are open to supporting partner agencies with contracting, invoicing, and service delivery. This support would apply to services provided specifically to individuals on supervision. If we can help support in terms of implementation, invoicing, and service delivery we would be open to that arrangement.

12. Plans to provide HRSN benefits*

Please check whether your organization plans to provide HRSN benefits through CCOs, Open Card/fee-for-service or both.

Both

Budget Explanation and Allowable Funding Uses

The purpose of this section is to provide additional information to explain the attached 2025 CCBF Budget Template and to collect information about:

- The purpose of your funding request.
- Funding need and justification.
- How funding will be used.

We recommend you carefully review the allowable (and impermissible) uses. (See what CCBF can be used for).

Organizations will need to complete the 2025 CCBF Budget Template to complete this section.

13. Has your organization previously applied for CCBF from this CCO?*

Please indicate if you were awarded funds.

Yes, was not awarded

14. Has your organization previously applied for CCBF from other CCOs?*

No

15. If you answered “yes” to question 14 and were awarded

If you answered “yes” to question 14 and were awarded, please note the CCO(s) to which you applied. If not applicable, please leave blank.

Previously applied to and was awarded:

16. Prior Funding

(If you have not previously been awarded CCBF funds, then you do not need to answer this question and you can skip to question 17).

Please explain what you were funded for in your prior CCBF award(s) and how the funds you are applying for in this round of funding are different from and/or build upon this existing funding (400 words/ 2,600 character count max).

N/A

17. Are you applying to other CCOs for CCBF in this round of funding?*

No

18. Other CCO(s) to which you are applying

(If you answered “no” to question 17 above, then you do not need to answer this question and you can skip to question 19).

If your answer to question 17 is “yes,” please indicate the name of the other CCO(s) to which you are applying and **describe what you are requesting in your other applications**. Explain how your organization plans to use the different awards (i.e., how do you plan to use the funds from each CCO to serve different populations or use the funds for different activities). Your answer below should clearly state your plans for ensuring that the funding from more than one CCO is not duplicative. (400 word/ 2,600 character max).

N/A

19. Additional Information

Please use this section to clarify anything additional that is needed in your finalized budget template. You may use this section to provide justification for expenditures or activities listed in your budget (400 words/ 2,600 character max)

The majority of requested funds will support increased FTE capacity for administrative analyst and business management. Analysts will be essential in connecting clients with housing providers, collaborating with landlords and property managers, and establishing the infrastructure needed to support housing-related services. Their duties include managing tracking and billing processes, coordinating with providers and a

consultant (if approved), refining procedures, and ensuring compliance with HRSN grant and billing requirements.

The business manager will provide grant oversight, reporting, and billing support. We are also requesting funds to contract a consultant with expertise in HRSN billing and reimbursement. This consultant will review our current systems and help implement processes to support client access to benefits and streamline reimbursement.

Additional funds are requested for a billing system and related technology upgrades for staff and clients. We are exploring platforms such as EPIC or other billing/management systems that best meet the needs of HRSN administration. As we are still evaluating options, we would return any unused funds allocated for software.

To support staff, we are requesting funds for new computers. We are also requesting four client-use computers and a hotspot, which will be distributed across our three offices—two at our main location and one at each satellite site—to support client access to services.

We are also requesting funds for tablets and phones for clients, along with commercial-grade charging stations for each office. Many clients are released from incarceration without devices and cannot access OHP or other benefits without them. Additionally, many of our clients are homeless and need a place to charge their devices. Charging stations will meet this critical need and help clients stay connected to services. These tools will significantly reduce barriers to accessing OHP and other benefits and improve engagement.

We are not requesting funds for outreach or partner convening. However, we remain in close contact with key partners, including our county's public and behavioral health departments, who have previously received capacity funding. We are also part of the local HRSN-focused consortium, led by Neighborhood Impact and other providers. Although we cannot submit a joint proposal due to county approval timelines, we have informed them of our application related to housing benefits. We are committed to ongoing collaboration to serve shared clients and align resources effectively.

Attestations and Certification

As an authorized representative of the Organization, the Organization attests as follows and agrees to the following conditions:

1. The funding received through the HRSN CCBF initiative will not duplicate or supplant reimbursement received through other federal, state and local funds.
2. Funding received for the HRSN CCBF initiative will only be spent on allowable uses as stated above.
3. The Organization will submit progress reports on HRSN CCBF in a manner and on a timeframe specified by the CCO.
4. The Organization understands that the CCO may suspend, terminate or recoup HRSN CCBF in instances of underperformance and/or fraud, waste and abuse.
5. The Organization will alert the CCO if circumstances prevent it from carrying out activities described in the program application. In such cases, the Organization may be required to return unused funds contingent upon the circumstances.
6. As the authorized representative of the Organization, I attest that all information provided in this application is true and accurate to the best of my knowledge.

Signature*
Trevor Stephens

Name and Title*
Trevor Stephens, Business Manager (Received Deschutes County Board of Approval on 05/28/2025)

Contact information for person completing this application*
541-330-8261 trevor.stephens@deschutes.org

Date*
05/28/2025

Required Documents

Budget Document*
Please download budget document from link here. Fill out this document and upload to this application below.

2025 CCBF Budget worksheet.xlsx

File Attachment Summary

Applicant File Uploads

- 2025 CCBF Budget worksheet.xlsx

Line Item Budget and Narrative Worksheet

INSTRUCTIONS (PLEASE READ):

This template is intended for those applying for CCBF funding. A complete budget must be submitted alongside each application.
If an organization is applying to multiple CCOs, it should submit a separate application and budget to each CCO. **All budgets should align with the narratives in their corresponding applications.**
All expenses listed on this budget **MUST** be allowable uses of funds and cannot be among the items not allowed. Please refer to the list in the 2025 CCBF Application for the CMS approved list of uses.

CCBF 2025 Budget Request

(all funds must be spent no later than September 2027)

Formula (*do not enter*)

Contact Information	**Legal Name of Applicant Organization (this should be what name is used for your tax ID):**	Deschutes County
	Organization Name (if differs from legal name):	Deschutes County Community Justice: Adult Parole and Probation
	Point of Contact (Name):	Trevor Stephens
	Point of Contact (Title):	Business Manager
	Point of Contact (Email address):	Trevor.Stephens@deschutes.org
	Point of Contact (Telephone Number):	541-330-8261
	Organization Mailing Address:	63360 NW Britta Street Building #2 Bend, Oregon 97703
	Program Area:	Community Capacity Building Funds (CCBF) 2025

Budget Categories — **Description** — **Total**

(1) Salary

Position #	Title of Position	Salary *(Full, annual base salary amount without fringe benefits)*	% of time (FTE)	# of months requested (no more than 18)	Total Salary	Indicate the corresponding allowable use category for each line item: 3- HRSN Workforce development *Note: salary and fringe can only go towards workforce development*
1	Administrative Analyst	$101,681	50.00%	18	$ 76,260.75	3-HRSN workforce development
2	Administrative Analyst	$101,681	25.00%	18	$ 38,130.38	3-HRSN workforce development
3	Business Manager	$141,132	10.00%	18	$ 21,169.80	3-HRSN workforce development
4					$ -	
5					$ -	
TOTAL SALARY					$ 135,560.93	

Narrative for Salary: **(add additional sheet for narrative if needed)**

Personnel $196,500.33
.5 of an Analyst for 18 months.
.25 of an Analyst for 18 months
.10 of Business Manager for 18 months.
The following personnel will be responsible for implementing the process to work with our POs and clients to facilitate client access to HRSN funds, with a primary focus on the HRSN housing benefit. Analysts may engage directly with clients or coordinate through the

$ 135,560.93

(2) Fringe Benefits *(including health insurance, retirement costs, etc. Use either 'base' (meaning base amount of $) or '%' depending on how your organization calculates.)*

Position #	Total Salary *(autopopulated from lines I16-I26 above)*	Base If Applicable	%	=	Total Fringe	Indicate the corresponding allowable use category for each line item: 3- HRSN Workforce development *Note: salary and fringe can only go towards workforce development*
1	76,260.75	$69,956	50.00%	=	$ 34,978.00	3-HRSN workforce development
2	38,130.38	$69,956	25.00%	=	$ 17,489.00	3-HRSN workforce development
3	21,169.80	$84,724	10.00%	=	$ 8,472.40	3-HRSN workforce development
4	0.00			=	$ -	
5	0.00			=	$ -	
TOTAL FRINGE					$ 60,939.40	

$ 60,939.40

(3) Equipment	**List equipment.** Include all equipment necessary for the HRSN related program development and service delivery (i.e. computer, printer, telephone, and other equiptment needed to provide HRSN services).	**Total Equipment**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
	2 Staff Computers	$ 5,000.00	3-HRSN workforce development	
	5 Client Computers	$ 10,000.00	1-Technology	
	Client Tablets and Phones	$ 10,000.00	1-Technology	
	Commerical Charging Stations	$ 2,400.00	1-Technology	
	TOTAL EQUIPMENT	$ 27,400.00		**$ 27,400.00**
	Narrative for Equipment:	Equipment $27,400.00 2 Staff Computers 5 Client Computers Client Tablets and Phones		
(4) Technology Systems	**List Technolgy expenses**. This includes costs associated with buying new or changing existing technology (including software, platforms, systems, hardware, interfaces and/or tools)	**Total Technology**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** *Note: items in this category can only go towards technology*	
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL TECHNOLOGY	$ -		**$ -**
	Narrative decription of technology :			
(5) Office Supplies	**It is not necessary to list each individual item**. Provide an overall summary of what is inclded. Estimate each total by the allowable use category (as needed). Examples include supplies for meetings, general office supplies (for example: paper, pens, computer disks, highlighters, binders, folders, etc.)	**Total Office Supplies**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL OFFICE SUPPLIES	$ -		**$ -**

(6) Training and Technical Assistance	**Please list.** This covers training and technical assistance (TA) to build capacity to provide HRSN services. Examples might include: onboarding or training staff to use new or existing technology, training on the HRSN program and roles/responsibilities, and the any necessary training for staff working in the HRSN program (such as training in cultural competancy or trauma informed care). This also covers travel costs for in-person trainings. Costs associated may be calculated to include all related costs, as long as they are listed as an allowable expense.	**Total Training and Technical Assistance**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL TRAINING AND TECHNICAL ASSISTANCE	$ -		**$ -**
(7) Other (e.g., planning and facilitation costs for outreach and education events)	**Please list.** NOTE: this category may not account for more than 15% of the overall budget request. Please describe clearly.	**Total Other**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL OTHER	$ -		**$ -**
(8) Contracts:	**List all sub-contracts** and all contractual costs, if applicable.	**Total Contracts**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
	Billing and Support Consultant	$ 30,000.00	2-Development of business or operational practices	
	Contractual $30,000	$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL CONTRACTS	$ 30,000.00		**$ 30,000.00**
(9) TOTALS	(Sum of 1 through 8)			**$ 253,900.33**

Totals by Allowable Use Category		
1-Technology	$	22,400.00
2-Development of business or operational practices	$	30,000.00
3-HRSN Workforce development	$	201,500.33
4-Outreach and education	$	-
Budget request total:	$	253,900.33

EXHIBIT B

Oregon Health Authority Required Language
(Coordinated Care Organization – Community Capacity Building Subgrant)

This Agreement is intended to specify the contracted work and reporting responsibilities, be in compliance with PacificSource Community Solutions' ("PCS") grant agreements with OHA related to Community Capacity Building and Oregon's 1115 Waiver (the "OHA Agreement") and incorporate the applicable provisions of the OHA Agreement. Vendor (also referred to as Subgrantee) shall ensure that any subcontract that it enters into for a portion or all of the work that is part of this Agreement shall comply with the requirements of this Exhibit. All references in the block parentheticals below are to Exhibit B of the OHA Agreement. [Exhibit B, Section 15]

In the event that any provision contained in this Exhibit conflicts or creates an ambiguity with a provision in this Agreement, this Exhibit's provision will prevail. Capitalized terms not otherwise defined herein shall have the meaning set forth in the OHA Grant Agreement (defined below and collectively referred to herein as "the OHA Agreement"). The parties shall comply with all applicable federal, state and local laws, rules, regulations and restrictions, executive orders and ordinances, the OHA Agreement, OHA reporting tools/templates and all amendments thereto, and the Oregon Health Authority's ("OHA") instructions applicable to this Agreement, in the conduct of their obligations under this Agreement, including without limitation, where applicable:

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

2. **Compliance with Law**. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 2]

3. **Independent Parties; Conflict of Interest**.

a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government. [Exhibit B, Section 3]

4. **Ownership of Work Product.** Reserved. [Exhibit B, Section 6]

5. **Indemnity**. RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT. [Exhibit B, Section 7]

6. **Effect of Termination**. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise. [Exhibit B, Section 9]

7. **Insurance**. Recipient shall maintain insurance as set forth in Exhibit C of the OHA Agreement, attached hereto. [Exhibit B, Section 10]

8. **Records Maintenance, Access**. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

a. Six years following final disbursement and termination of this Agreement;

b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement. [Exhibit B, Section 11]

9. **Information Privacy/Security/Access**. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time. [Exhibit B, Section 12]

10. **Resolution of Disputes**. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for nonbinding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 14]

11. **Subgrant**. Recipient shall not enter into any subgrants for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subgrant under this Agreement provisions to ensure that OHA will receive the benefit of subgrantee activity(ies) as if the subgrantee were the Recipient with respect to this Exhibit B. OHA's consent to any subgrant shall not relieve Recipient of any of its duties or obligations under this Agreement. [Exhibit B, Section 15] Note that for purposes of this Section 11, Recipient means the Vendor (also referred to as Subgrantee) and PCS shall manage any OHA approval or consent requirements.

12. **No Third Party Beneficiaries**. OHA and Recipient 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. [Exhibit B, Section 16]

13. Vendor (also referred to as Subgrantee) acknowledges that it has received a copy of the current version of the OHA Agreement, with the exception of any financial information.

EXHIBIT C

Insurance Requirements

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Recipient.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:
All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than $500,000 each accident.

If Recipient 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, Recipient 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:
Recipient 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 Grant 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 $1,000,000 per occurrence and not less than $2,000,000 annual aggregate limit.

PROFESSIONAL LIABILITY:
Recipient 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 this Grant Agreement by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than $1,000,000 per claim and not less than $2,000,000 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 Recipient shall provide Continuous Claims Made coverage as stated below.

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 or 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, must be called upon to contribute to a loss until the Recipient'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 INSURED:
All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient'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:
Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Recipient or the Recipient'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 Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

(i) Recipient 's completion and Agency's acceptance of all Services required under the Grant Agreement, or

(ii) Agency or Recipient termination of this Grant Agreement, or

(iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance 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 Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

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

INSURANCE REQUIREMENT REVIEW:
Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

STATE ACCEPTANCE:
All insurance providers are subject to Agency acceptance. If requested by Agency, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, 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. Recipient 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 grant activities. Without limiting the generality of the foregoing, Recipient 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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than $10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds $100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient 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. Recipient 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 Recipient certifies, to the best of the Recipient's knowledge and belief that:

- **a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, 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 Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- **c.** The Recipient 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 Recipient 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 Recipient under this Agreement 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 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 Recipient 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. Recipient 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. Recipient 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 Recipient expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than $750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. Debarment and Suspension. Recipient 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. Recipient shall comply and require all subcontractors to comply with the ProChildren Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. Medicaid Services. Recipient 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. 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. Recipient shall acknowledge Recipient'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. Section 1396a(a)(68).

11. Agency-based Voter Registration. If applicable, Recipient 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. Recipient 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 Recipient 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 Recipient, and any wholly owned supplier or between the Recipient 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, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient 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. Recipient shall make the disclosures required by this Section 12. to OHA. OHA reserves the right to take such action required by law, or where OHA 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 Recipient agrees that it has been provided the following notice:

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

(1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

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

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

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

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

15. Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.