



HEALTH
SERVICES

REVIEWED
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LEGAL COUNSEL

**DESCHUTES COUNTY SERVICES AMENDMENT #1
DOCUMENT NO. 2025-942
AMENDING DESCHUTES COUNTY CONTRACT NO. 2024-772**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2024-772 dated January 1, 2025, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Services Department, Behavioral Health Division ("County") and Central Oregon Guardian Assistance ("Grantee"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows (new language is indicated by **bold** font and deleted language is indicated by ~~strikeout~~ font):

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

1. Grant Agreement Purpose, Paragraph 2. The purpose of this Grant Agreement is to: provide a one-time appropriation of \$50,000, **effective January 1, 2025, and a one-time appropriation of \$50,000, effective October 1, 2025**, for the support of a not for profit pro-bono and sliding scale fee based guardianship and fiduciary services program for the purposes of providing free and low-cost professional guardianship assistance and fiduciary services and to educate, mentor and train new guardians in an effort to facilitate better patient outcomes. Central Oregon Guardianship Assistance Program's (COGAP) core mission is to provide pro-bono court appointed professional guardianship services to adult incapacitated Central Oregonians who, because of cognitive and/or physical impairment, are unable to make medical, housing, and/or financial decisions for themselves.
2. Grant Disbursement, Paragraph 3. The maximum not-to-exceed amount payable to Grantee under this Grant Agreement, which includes any allowable expenses, is ~~\$50,000~~ **\$100,000. \$50,000 in funds** shall be paid to Grantee within thirty (30) days after Grant effective date and approval of Grantee's invoice **and \$50,000 in funds shall be paid to Grantee within thirty (30) of executing this Amendment #1 and approval of Grantee's invoice.** County will not disburse funds to Grantee in excess of the not-to-exceed amount and will not disburse funds until this Grant Agreement has been signed by all parties and all conditions precedent, if any, have been satisfied to the satisfaction of Deschutes County. Invoice(s) shall be submitted to: HSAccountsPayable@deschutes.org.
3. Reporting Requirements, Paragraph 4. As applicable, Grantee shall submit quarterly reports requested by County. Reports shall reflect the use of funds disbursed to Grantee and include supporting documentation such as receipts and invoices. Funds shall be applied to establishing a program to train new guardians to facilitate better patient outcomes. Allowable expenses may include those outlined in Exhibit B, Paragraph 1.A. Other expenses may be approved by County. For consideration of said approval, Grantee shall submit a written request to HSAccountsPayable@deschutes.org prior to incurring the expenditure.

Quarterly program reporting shall be submitted along with expenditure reports. This data may include but not be limited to: the number of individuals served and the number of individuals denied a request for guardianship. Other program data may be provided by Grantee or requested by County.

Reporting Due Dates: April 15, July 15, October 15, January 15.

Following the conclusion of this Agreement, Grantee shall deliver to Deschutes County Health Services Deputy Director a summary of grant-funded activities and the use of County funds under this Agreement. Final report shall be submitted at such time as the grant funded program, project, services, or activities are completed, but no later than ~~January 31, 2026~~ **July 31, 2026**. A completion report sample is provided as Exhibit C.

If funds are not expended by the termination date of this Agreement, Grantee agrees to repay County in accordance with Exhibit B, Paragraph 2. B, "Recovery of Overpayment".

4. Effective Date and Termination Date, Paragraph 5. The effective date of this Grant Agreement ("Agreement") shall be deemed January 1, 2025. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on ~~December 31, 2025~~ **June 30, 2026**. Grant Agreement termination shall not extinguish or prejudice County's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured. This Grant Agreement may be renewed or extended only upon written agreement of the Parties. Either Party may terminate this Agreement with a thirty (30) days' written notice to the other Party.
5. Exhibit B, The Maximum Funding Award, Paragraph 2, A.
 - A. The maximum funding award under this Grant Agreement is ~~\$50,000~~ **\$100,000**.

Paragraphs B-C remain the same.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY DIRECTOR OF HEALTH
SERVICES

ANTHONY DeBONE, Chair

PATTI ADAIR , Vice Chair

PHIL CHANG , Commissioner