

PERSONAL SERVICES CONTRACT
By and between COLUMBIA COUNTY and
MILLENNIUM HEALTH for
CRIMINAL JUSTICE COMMISSION SPECIALTY COURTS
GRANT SERVICES
Justice Reinvestment Grant Program

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and MILLENNIUM HEALTH, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed below.
2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2027.
3. Contractor's Services. Contractor agrees to provide urinalysis services in accordance with the RFP for Urinalysis Services, which is attached hereto as Attachment "1" and incorporated herein by this reference, Contractor's Proposal, which is attached hereto as Attachment "2" and incorporated herein by this reference, the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Adult Drug Court, which is attached hereto as Attachment "3" and is incorporated herein by this reference, the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Family Treatment Court, which is attached hereto as Attachment "4" and is incorporated herein by this reference, and the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Mental Health and Veterans Treatment Court, which is attached hereto as Attachment "5" and is incorporated herein by this reference. Collectively, Attachments "3", "4" and "5" are referred to herein as the "Grant Agreements". Urinalysis Testing and Confirmation shall consist of random and observed urinalysis testing and confirmation at least two times per week unless otherwise specified by the treatment provider and/or treatment court team for clients identified by the treatment court team. All services provided by Contractor shall be compliant with all applicable provisions of the CJC Grant Administrative Guide. Notwithstanding the generality of the foregoing, Contractor agrees to provide the following services pursuant to this Contract:
4. Consideration. Contractor shall seek insurance reimbursement for its services under this Agreement, which shall be Contractor's sole compensation for the services provided herein.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Larry Evenson, Director
 Department of Community Justice
 901 Port Avenue
 St. Helens, Oregon 97051
 503-366-4660
Larry.Evenson@columbiacountyor.gov

FOR CONTRACTOR

Mackenzie Rogers and Kristen Baker
 Millennium Health
 16981 Via Tazon, San Diego, CA 92127 92
 253-677-5611
Mackenzie.rogers@millenniumhealth.com
Kristin.Baker@millenniumhealth.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are

otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

E. All subject employers working under this Agreement are either employers that

will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Grant Requirements. The services provided under this Contract are being funded by grants from the Criminal Justice Commission (CJC) Justice Reinvestment Program. Contractor shall comply with all relevant terms and conditions of the Grant Agreements, as they may be amended from time to time. Notwithstanding the generality of the foregoing, Contractor agrees to the following:

A. Eligible Costs. Grant Funds may be used by Contractor solely for Eligible Costs (as described in Section 4 of the Grant Agreements). Eligible Costs must be within the line items of the Approved Project Budgets set forth in Exhibit C which are attached hereto and incorporated herein by this reference. The County's obligation to disburse grant Funds under this Agreement shall end 45 days after the Project End Date as defined in the Grant Agreements.

B. Grant Terms and Conditions. The County's obligation to pay Contractor is subject to Contractor's compliance with the terms and conditions of the Grant Agreements.

C. Invoices. The County's obligation to pay Contractor is subject to Contractor's compliance with the terms and conditions of the Grant Agreements related to reimbursement. Contractor shall submit to the County an invoice each quarter for payment for services performed during the prior calendar quarter. Each invoice must include supporting documentation for all Eligible Costs for which Contractor is seeking payment. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at: <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. The County's obligation to reimburse Contractor is subject to receipt of funds from CJC, subject to all Progress Reports being completed and submitted to CJC in compliance with the Grant Agreements. Payment shall be made within 30 days of receipt of payment from the State.

D. Contractor shall make, retain, and provide County upon demand, proper and complete books of record and account and shall maintain all fiscal records related to this Agreement and the Project in accordance with all applicable auditing standards and state minimum standards for audits of municipal corporations. The County, the CJC, the Secretary of State of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the Grant Funds provided hereunder, of the Project for the purpose of making audits and examinations. In addition, the County, the CJC, the Secretary of State and their duly authorized representatives may perform site reviews and inspect all vehicles, real property, facilities and equipment purchased by Contractor under this Agreement.

E. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this agreement and the Grant Funds for a minimum of six (6) years, or such longer period as may be required by the Grant Agreement or applicable law, following the Contract termination. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the books, documents, papers, and records until the questions are resolved.

F. **Expenditure Records.** Contractor shall document the expenditure of all funds disbursed by Contractor to any Subcontractor. Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the County and the CJC to verify how the moneys were expended.

G. **Subagreements.** Contractor may enter into agreements for implementation of the services under this Agreement. Each subagreement shall be in writing executed by Contractor and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a subagreement does not relieve Contractor of its responsibilities under this Agreement. Contractor shall notify the County and CJC of any material breach of a term of this condition of a subagreement relating to Grant Funds provided under this Agreement within ten (10) days of its discovery.

12. **Non-Discrimination.** Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

13. **Tax Compliance.** As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

14. **Nonassignment; Subcontracts.** Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

15. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

16. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, and the State of Oregon, the CJC and their 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, its officers, agents, employees or contractors ("Claims"). Neither Contractor nor any attorney engaged by such party shall defend a claim described herein in the name of the County, the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative for the same, without the prior written consent of the County Counsel and/or Oregon Attorney General as applicable. Contractor shall cause its subcontractors described in Section 11.G, above, to indemnify, defend, save, and hold harmless the County and State on the same terms that the Contractor agrees to herein. It is the specific intention of the Parties that CJC and the County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC or County, be indemnified by the subagreement from and against any and all Claims.

17. Insurance. Contractor shall maintain at its own expense insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Criminal Justice Commission throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Insurance shall be maintained in the types and amounts provided in Exhibit B of the Grant Agreements, to protect County, its offices, agents, and employees and the Criminal Justice Commission, its officers, employees, and agents. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay, and cause its subcontractors to pay for all deductibles, self-insurance retention and self-insurance, if any. Contractor shall provide County a certificate or certificates of insurance in the amounts described herein, which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents and employees, as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

18. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

A. If Contractor fails to perform the work in a manner satisfactory to County.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

19. Time of the Essence. The parties agree that time is of the essence in this Agreement.

~~20. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.~~

21. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

22. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

23. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

24. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

25. Severability. If any provision of this Agreement is for any reason held invalid or

CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

COUNTY:

MILLENNIUM HEALTH

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____

Name: _____

Kellie Jo Smith, Chair

Date: _____

By: _____

Casey Garrett, Commissioner

By: _____

Margaret Magruder, Commissioner

Date: _____

Approved as to form

By: _____

Office of County Counsel



delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

15. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

16. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, and the State of Oregon, the CJC and their 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, its officers, agents, employees or contractors ("Claims"). Neither Contractor nor any attorney engaged by such party shall defend a claim described herein in the name of the County, the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative for the same, without the prior written consent of the County Counsel and/or Oregon Attorney General as applicable. Contractor shall cause its subcontractors described in Section 11.G, above, to indemnify, defend, save, and hold harmless the County and State on the same terms that the Contractor agrees to herein. It is the specific intention of the Parties that CJC and the County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC or County, be indemnified by the subagreement from and against any and all Claims.

17. Insurance. Contractor shall maintain at its own expense insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Criminal Justice Commission throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Insurance shall be maintained in the types and amounts provided in Exhibit B of the Grant Agreements, to protect County, its offices, agents, and employees and the Criminal Justice Commission, its officers, employees, and agents. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay, and cause its subcontractors to pay for all deductibles, self-insurance retention and self-insurance, if any. Contractor shall provide County a certificate or certificates of insurance in the amounts described herein, which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents and employees, as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

18. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

ATTACHMENT 1

COLUMBIA COUNTY

Community Justice Adult Division



ST. HELENS, OR 97051

901 Port Ave.
Direct (503) 397-6253
Fax (503) 397-6645
columbiacountyor.gov

**REQUEST FOR PROPOSALS
FOR TREATMENT COURT SERVICES
FOR THE
TREATMENT COURT PROGRAM
URINALYSIS SERVICES AND CLEAN AND SOBER LIVING SERVICES
S-C00055-00014816**

Single Point of Contact (SPC): Kelly O'Donnell

Address: 901 Port Ave
City, State, Zip St. Helens, Oregon 97051
Phone (voice) 503-366-4690
Email: kelly.odonnell@columbiacountyor.gov

COLUMBIA COUNTY, OREGON

September 5, 2025

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SECTION I
REQUEST FOR PROPOSALS (RFP)

Columbia County (County) is requesting Proposals from qualified vendors to provide urinalysis services for Treatment Court participants and recovery housing services for Family Treatment Court participants. One or more contracts will be offered to Proposers that submit the most advantageous, responsive Proposals in compliance with this RFP. Proposers may propose to perform either the urinalysis services portion of the work, the recovery housing services work, or both. The Contract will be for two (2) years. Columbia County Department of Community Justice Director, Larry Evenson, or his Office Manager, Kelly O'Donnell, have been named as the project managers and will oversee all aspects of the project, in consultation with Oregon Judicial Department Treatment Court Program Manager, subject to review by the Board of County Commissioners

SECTION II
PROJECT OVERVIEW

A. DESCRIPTION.

Currently, County treatment courts manage a caseload of 42 participants and have the capacity to manage a caseload of 60 participants. The County is seeking contractors to provide urinalysis testing and confirmation, and recovery housing services.

B. SCHEDULE.

Significant dates to remember include:

Solicitation Opens/RFP Advertised	September 5, 2025*
Requests for Clarification or Change/Protests (4:00 pm)	September 18, 2025*
Deadline to Submit Proposals (4:00 PM)	October 2, 2025*
Review and Evaluation of Proposals	Week of October 6, 2025
Successful Vendor Notified	October 9, 2025
Contract Negotiations	Week of October 13, 2025
Notice of Intent to Award Issued	October 22, 2025
Final Contract Signing	October 29, 2025

With the exception of the dates marked with an asterisks (), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for determining all other applicable deadlines.

SECTION III SCOPE OF SERVICES

A selected contractor will provide urinalysis testing and confirmation at the direction of the Columbia County Circuit Court's treatment court program, which covers 42 participants currently and potentially as many as 60 participants.

A selected contractor will perform random and observed urinalysis testing and test result confirmation at least two times per week unless otherwise specified by the treatment provider and/or treatment court team for participants identified by the treatment court team.

A contractor will also be selected to provide bed space for 3 Family Treatment Court participants who also have ODHS Child Welfare legal involvement in a housing facility that is a recovery housing living environment in order to help stabilize participants in the program, as well as peer mentor services to each participant and transportation as needed. The facility must contain a child activity center located in the facility that can be utilized by participants during treatment hours, court sessions, and treatment/case planning related meetings.

Services provided under this RFP must be provided in accordance with the Criminal Justice Commission Treatment Court Grant Program Grants, the terms of which will be incorporated into the contracts.

The selected contractor(s) will provide periodic reports about the progress of the project at the frequency and with the information as prescribed by the County, and will comply with all applicable building, health and sanitation laws and codes and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules and shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.

SECTION IV GENERAL INSTRUCTIONS

A. ADMINISTRATIVE INFORMATION.

1. This RFP is issued under the authority of:

Columbia County Board of Commissioners
230 Strand Street
St. Helens, Oregon 97051
<https://www.columbiacountyor.gov/bids>

All inquiries concerning the intent of this request or contract information are to be directed to Kelly O'Donnell, 901 Port Ave, St. Helens, OR 97051, telephone, (503) 366-4690, kelly.odonnell@columbiacountyor.gov. This RFP and its contract terms and conditions may be downloaded at the above website, or at <https://oregonbuys.gov/bsa/view/login/login.xhtml>

2. This Request for Proposals consists of the following sections:

Section I.	Request for Proposals (RFP)
Section II.	Project Overview
Section III.	Scope of Services
Section IV.	General Instructions
Section V.	Proposal Response
Section VI.	Evaluation and Selection
Section VII.	Sample Contract and Attachments

It is suggested that this RFP be checked to ensure that all the above items are included. Any missing portions can be obtained from the Department of Community Justice, 901 Port Avenue, St. Helens, OR 97051, on the County's website, or on Oregon Buys at <https://oregonbuys.gov/bsa/view/login/login.xhtml>.

3. It is extremely important that Proposals are completed as professionally as possible. An incomplete or uncoordinated submission reflects on the Proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for the deviation as part of the Proposal.
4. Proposers requiring clarification or interpretation of the RFP shall submit such requests in writing. Proposers who find any ambiguity, inconsistency or error in the RFP are requested to notify Kelly O'Donnell in writing. Any such request or notice shall be made no later than ten (10) days prior to the Proposal submission date. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum and posted on Oregon Buys and the Columbia County website. Supplements, interpretations, corrections or changes to the RFP made in any other manner will not be binding, and Proposers will not rely on such supplements, interpretations, corrections or changes.
5. A list of all solicited Proposers will be provided to any Proposer upon receipt of written request.

B. PRE-PROPOSAL MEETING. Reserved

C. SUBMITTAL DEADLINE.

Proposals must be received by **October 2, 2025, at 4:00 pm**, according to the clock in the Department of Community Justice at the following address/location in order to be considered for purpose of evaluation and contract award.

Columbia County Department of Community Justice
Attn: Kelly O'Donnell
901 Port Avenue

St. Helens, Oregon 97051

Kelly O'Donnell, or her designee is the person designated for receipt of Proposals.

D. PROPOSAL OPENING.

The County will open all Proposals received in compliance with the instructions of this RFP. Proposals will be reviewed for compliance with instructions contained herein. Only those Proposals in substantial compliance with this RFP will be evaluated and scored by the Evaluation Committee.

Proposals received after the date and time specified in Section IV.C, and/or Proposals which are not prepared and filed in substantial compliance with the terms and conditions of this RFP, will not be considered for evaluation or award of a contract.

E. CONTRACT AWARD.

After Proposals are opened and determination is made that a contract is to be awarded, the County shall award the contract to one or more responsible Proposers whose Proposals the County determines in writing is the most advantageous to the County. The contract will be prepared by the Columbia County Counsel and will consist of duplicate originals, including a copy of the accepted Proposal. The contract will be delivered or made available to the successful Proposer for execution. Two (2) duplicate originals of the contract shall be signed by the contractor and returned to the County

within ten (10) calendar days of mailing by the County or upon receipt by the contractor, whichever is sooner, along with the required Certificates of Insurance, Additional Insured Endorsement(s), and W-9 for final approval, dating and execution by the County. After execution by the County, a signed original of the contract will be delivered or made available to the contractor and the Proposal security will be returned. A sample contract is included in the procurement documents. Terms and conditions set forth in the Sample Contract are subject to pre-Proposal protest restrictions. Any proposed changes to the sample contract must be set forth in the Proposal or such terms will be deemed accepted by the County.

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL.

A Proposal may not be modified, withdrawn or canceled by the Proposer for a ninety (90) day period following the time and date designated for the receipt of Proposals and Proposer so agrees in submitting the Proposal.

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the County at the place designated for receipt of Proposals. Such notice shall be in writing and shall be signed by the Proposer's authorized representative. Pre-Proposal modifications or withdrawals must comply with OAR 137-047-

0440. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals, if they are then fully in compliance with the RFP.

G. PROTEST PROCEDURES.

All protests of solicitation or selection processes are limited to the following issues and filing times:

1. Solicitation protest: In accordance with ORS 279B.405, unless a different deadline is specified in the RFP, Proposers may file a written protest, or request for change of solicitation provision, specification, or contract terms and conditions with the County no later than **ten (10)** calendar days prior to the submission deadline. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specification, or contract terms or conditions. The County will consider a protest that is timely filed and contains the following:
 - a. Sufficient information to identify the solicitation that is the source of the protest;
 - b. The grounds that demonstrate how the procurement is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
 - c. Evidence of supporting documentation that supports the grounds on which the protest is based;
 - d. The relief sought.

2. Selection protest: Every Proposer who submits a Proposal in response to an RFP shall be emailed a copy of the Notice of Intent to Award sent to the highest ranked Proposer. Unless a different deadline is specified in the RFP, a Proposer who has submitted a Proposal and claims to have been adversely affected or aggrieved by the selection of a competing Proposer, shall have seven (7) calendar days after receiving the Notice of Intent to Award to file a written protest of the selection with the County. A protest must establish that the protester is adversely affected in that the protester would be eligible to be awarded the public contract in the event that the protest was successful, and the reason for the protest is that:
 - a. All lower bids or higher ranked Proposals are non-responsive;
 - b. The County has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;
 - c. The County abused its discretion in rejecting the Proposal as non-responsive; or

- d. The County's evaluation of Proposals or its subsequent determination of award is otherwise in violation of ORS 279A or 279B.
3. The County shall have the authority to settle or resolve a written protest submitted in accordance with this section and ORS 279A and 279B. The County shall promptly issue a written decision on the protest.
4. Any protest received after the deadlines described above shall not be considered.

H. SUBMITTAL COSTS.

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections, shall be entirely the responsibility of the Proposer. Under no circumstances will the County be responsible for those costs and expenses.

I. ADDENDA.

The County will change this RFP only by written Addenda. A Proposer shall provide written acknowledgement of all issued addenda with its Proposal. The County will not mail notice of Addenda but will publish notice of any addendum on the County's website and on Oregon Buys. Proposers should frequently check the County's website until Closing, i.e. at least once weekly until the week of Closing and at least once daily the week of Closing.

SECTION V
PROPOSAL RESPONSE

Proposals may be submitted electronically by the date and time indicated above by emailing the SPC, Kelly O'Donnell.

Proposers may also submit written proposals as follows: Written Proposals must utilize the following format and content detail. All Proposals are to be typed in 8½ x 11 inch format. Each of the following required sections are to begin a new page and be separately tabbed. Each page shall be numbered in sequence. Six (6) copies of the Proposal will be required and one electronic copy of the complete Proposal on electronic media (USB drive) in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). The total combined size of the Proposal should be compressed so it does not exceed 10 megabytes.

A. TITLE PAGE.

The name and signature of the proposing company's authorized representative, as well as his/her address and telephone number, must be provided. The Proposal must be dated on this page.

The authorized representative's signature will signify the Proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the Proposer's acceptance of and responsibility for the following:

1. All data presented in the Proposal is accurate and complete.
2. Acknowledgement that the Proposer has read and understood the RFP and that the Proposal is made in accordance with the contents of the RFP, unless otherwise noted in the Proposal.
3. The Proposal and the prices contained in the Proposal shall be valid for ninety (90) days after submission of the Proposal.
4. The cost of submittals and related expenses, including travel for interviews and inspections, shall be entirely the responsibility of the Proposer.
5. The Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(4), against any minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

The discovery of any significant inaccuracy in information submitted by the Proposer shall constitute good and sufficient cause for rejection of a Proposal.

B. TABLE OF CONTENTS.

A listing of all major and sub-major topics and associated page numbers must be included.

C. STATEMENT OF QUALIFICATIONS.

Provide a brief explanation of why your organization is qualified to provide treatment court services for the County and the Oregon Judicial Department. What makes your organization stand out in the industry?

To be considered for award of this contract a vendor must have, as a minimum, the following qualifications:

1. A proposal for recovery housing services must establish that the proposer organized for the purpose of providing evidence-based substance use and mental health services, and must have at least five (5) years previous experience with proven effectiveness in providing these services in a manner that is consistent with national treatment court standards.

2. The vendor must have a proven ability for contract start-up by October 22, 2025.
3. The vendor must have qualified and trained employees to successfully complete the contract requirements.
4. The vendor must have the capability to supervise and monitor the program, ensuring satisfactory provisions of service.
5. The vendor must have adequate financial resources to maintain personnel and supplies to successfully perform this contract.

D. VENDOR BACKGROUND.

Provide a brief history of the company including:

1. Years in business under present name and previous names.
2. Whether the vendor is a corporation, partnership, or other type of organization.
3. Names of officers of the company or regional executives in charge.
4. Address of office where contract will be administered.
5. Number of key employees available to perform this contract.
6. Number of permanent full-time key professional employees listed by professional classification.
7. List any subcontractors you wish to use.
8. Submit company annual report and most recent financial statement.

E. TRADE REFERENCES.

Please provide at least five trade (5) references, including names of clients, contact persons, project managers and their telephone numbers.

F. SERVICE PROPOSAL. Describe in detail how your organization will provide either urinalysis services, recovery housing services, or both in compliance with Section III of this RFP.

G. INSURANCE.

Provide evidence of insurability or actual coverage for the following minimum requirements and as may be required by law. For the duration of the contract the contractor shall, at its own

expense, purchase and maintain, in a company or companies licensed to do business in the State of Oregon, the following insurance, with limits not less than those indicated or greater if required by law:

1. Workers' compensation and employers' liability insurance meeting statutory limits mandated by state and federal laws;
2. Commercial general liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
3. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000.00 per accident.

H. FEE PROPOSAL.

The fee proposal shall be submitted as one of the required sections of the Proposal. The cost of compliance, if any, with legal requirements and all other state and federal statutes shall be included as part of the Proposal. The Fee Proposal shall provide for a fixed rate for urinalysis for each specimen. The Fee proposal for clean and sober living shall be a fixed not to exceed contract amount for the two years of the contract. Be as clear as possible in detailing the fee proposal.

I. RESPONSIBILITY.

Proposer must demonstrate to the County that Proposer is responsible. Proposer shall submit sufficient information to establish responsibility by submitting the Responsibility Inquiry Form which is included as Attachment 2.

J. CONFIDENTIAL SUBMISSIONS.

If Proposer considers any part of its Proposal to be confidential or trademark, Proposer shall clearly note "CONFIDENTIAL" on each page of materials believed to be confidential.

SECTION VI EVALUATION AND SELECTION

A. EVALUATION COMMITTEE.

An Evaluation Committee selected by the Community Justice Director will review, evaluate and rank the Proposals.

B. EVALUATION CRITERIA.

The Evaluation Committee will review, evaluate and rank the Proposals which are in substantial compliance with the RFP procedures and requirements based on the following criteria and scoring:

1.	Title Page/table of Contents	Mandatory
2.	Statement of Qualifications	10
3.	Company Background	10
4.	Trade References	10
5.	Treatment Court Services Proposal	30
6.	Insurance	Mandatory
7.	Fee Proposal	40
8.	Complete, Professional Proposal	Mandatory
9.	Responsibility	Mandatory
	Total Possible Points	100

C. REFERENCES.

Based on the initial evaluation and ranking, references will be contacted for the top ranked Proposal or Proposals.

D. INTERVIEWS.

Based on the initial evaluation and ranking, vendors may be invited to attend interviews on a date to be announced. Vendors selected for an interview will be notified as soon as possible. Based on the interviews, the Evaluation Committee will make a final evaluation and ranking and make recommendations to the Board of County Commissioners.

E. NEGOTIATIONS.

The County reserves the right to seek clarification of each Proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the program.

Contract negotiations with the Proposer with the highest ranked Proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance;
2. A maximum, not-to-exceed contract price which is consistent with the Proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity and nature of the services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked Proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

F. SELECTION.

If the County awards a contract, it will award the contract to the Proposer or Proposers whose Proposal the County determines is the most advantageous to the County based on the evaluation factors and process described herein and the outcome of negotiations. The County reserves the right, in its sole discretion, to:

1. Reject any Proposal not in compliance with all prescribed RFP procedures and requirements.
2. Cancel this procurement and/or reject any or all Proposals in accordance with ORS 279B.100.
3. Delay or suspend the RFP in accordance with ORS 279B.100.
4. Waive minor irregularities in the Proposals received.
5. Accept all or any part of a Proposal in principle, subject to negotiation of the final details.

SECTION VII
CONTRACT

The contract(s) will be generated by the Columbia County Counsel's Office. The Final contract(s) will consist of the County's Public Goods and Services Contract (See Attachment 1) and the following contract documents:

- Exhibit "A" – This Request for Proposals
- Exhibit "B" – The Selected Vendor's Proposal
- Exhibit "C" – Treatment Court Grant Agreement(s)
- Exhibit "D" – Special provisions as may be negotiated by the parties
- Exhibit "E" – Business Associate Agreement

ATTACHMENT 1

Cxxx-2025

PERSONAL SERVICES CONTRACT
By and between COLUMBIA COUNTY and
for
CRIMINAL JUSTICE COMMISSION TREATMENT COURTS
GRANT SERVICES
Justice Reinvestment Grant Program

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and , hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. **Effective Date.** This Agreement is effective on the date last signed below.
2. **Completion Date.** The completion date for this Agreement shall be no later than June 30, 2027.
3. **Contractor's Services.** Contractor agrees to provide the following specialty court services as described in the Request for Proposals for Specialty Court Services dated , which is attached hereto as Exhibit "A" and is incorporated herein by this reference Contractor's Proposal for Specialty Court Services, which is attached hereto as Exhibit "B" and is incorporated herein by this reference, the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Adult Drug Court, which is attached hereto as Exhibit "C" and is incorporated herein by this reference, the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Family Drug Court, which is attached hereto as Exhibit "D" and is incorporated herein by this reference, and the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Mental Health and Veterans Treatment Court, which is attached hereto as Exhibit "E" and is incorporated herein by this reference. Collectively, Exhibits "C", Exhibit "D", and Exhibit "E" are referred to herein as the "Grant Agreements".
4. **Consideration.** County shall pay Contractor on a fee for service/time and materials basis, according to the rates set forth below, an amount not to exceed \$ as set forth herein, said amounts to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made quarterly within 30 days of the County's receipt of funds from the Criminal Justice Commission based on invoices received by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 18 of this Agreement.

Rates:

5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

Kelly O'Donnell
Department of Community Justice
901 Port Avenue
St. Helens, Oregon 97051
Kelly.O'Donnell@columbiacounty.or.gov

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits

which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall notify in writing employees who work on this Agreement, either

at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Grant Requirements. The services provided under this Contract are being funded by grants from the Criminal Justice Commission (CJC) Justice Reinvestment Program. Contractor shall comply with all relevant terms and conditions of the Grant Agreements, as they may be amended from time to time. Notwithstanding the generality of the foregoing, Contractor agrees to the following:

A. Eligible Costs. Grant Funds may be used by Contractor solely for Eligible Costs (as described in Section 4.a of the Grant Agreements). Eligible Costs must be within the line items of the Project Budgets set forth in Exhibit A to the Grant Agreements and during the Project Period as specified in the Grant Agreements. The County's obligation to disburse grant Funds under this Agreement shall end 45 days after the Project End Date as defined in the Grant Agreements.

B. Grant Terms and Conditions. The County's obligation to pay Contractor is subject to Contractor's compliance with the terms and conditions of the Grant Agreements.

C. Invoices. The County's obligation to pay Contractor is subject to Contractor's compliance with the terms and conditions of the Grant Agreements related to reimbursement. Contractor shall submit to the County an invoice each quarter for payment for services performed during the prior calendar quarter. Each invoice must include supporting documentation for all Eligible Costs for which Contractor is seeking payment. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at:

<http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.

The County's obligation to reimburse Contractor is subject to receipt of funds from CJC, subject to all Progress Reports being completed and submitted to CJC in compliance with the Grant Agreements.

D. Contractor shall make, retain, and provide County upon demand, proper and complete books of record and account and shall maintain all fiscal records related to this Agreement and the Project in accordance with all applicable auditing standards and state minimum standards for audits of municipal corporations. The County, the CJC, the Secretary of State of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the Grant Funds provided hereunder, of the Project for the purpose of making audits and examinations. In

addition, the County, the CJC, the Secretary of State and their duly authorized representatives may perform site reviews and inspect all vehicles, real property, facilities and equipment purchased by Contractor under this Agreement.

E. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this agreement and the Grant Funds for a minimum of six (6) years, or such longer period as may be required by the Grant Agreement or applicable law, following the Contract termination. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the books, documents, papers, and records until the questions are resolved.

F. Expenditure Records. Contractor shall document the expenditure of all funds disbursed by Contractor to any Subcontractor. Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the County and the CJC to verify how the moneys were expended.

G. Subagreements. Contractor may enter into agreements for implementation of the services under this Agreement. Each subagreement shall be in writing executed by Contractor and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a subagreement does not relieve Contractor of its responsibilities under this Agreement. Contractor shall notify the County and CJC of any material breach of a term of this condition of a subagreement relating to Grant Funds provided under this Agreement within ten (10) days of its discovery.

12. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

13. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

14. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

15. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

16. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, and the State of Oregon, the CJC and their officers, employees and agents from and against any and all claims, suits or 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, its officers, agents, employees or contractors. Neither Contractor nor any attorney engaged by such party shall defend a claim described herein in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

17. Insurance. For the duration of this Agreement Contractor shall maintain insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Criminal Justice Commission. Insurance shall be maintained in the types and amounts provided in Exhibit C of the Grant Agreements, to protect County, its offices, agents, and employees and the Criminal Justice Commission, its officers, employees, and agents. Contractor shall provide County a certificate or certificates of insurance in the amounts described herein, which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents and employee, as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

18. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

A. If Contractor fails to perform the work in a manner satisfactory to County.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

19. Time of the Essence. The parties agree that time is of the essence in this Agreement.

20. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

21. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

22. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

23. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

24. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

25. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

26. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not

intended to benefit any person or entity not a signatory hereto.

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

28. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.

28. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ITS EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____

Name: _____

Kelly Jo Smith, Chair

Date: _____

By: _____

Casey Garrett, Commissioner

Approved as to form

By: _____

Margaret Magruder, Commissioner

By: _____

Office of County Counsel

Date: _____

ATTACHMENT 2 - RESPONSIBILITY INQUIRY

County will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, County may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in a finding of non-responsibility and rejection.

Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES** / **NO** .

Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: ____

How many contracts did not meet those standards? Number: ____ If any, please explain.

Response:

Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:

obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** / **NO** .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

Within the last three years, has Proposer had:

any contracts terminated for default by any government agency, or
any lawsuits filed against it by creditors or involving contract disputes? **YES** / **NO** .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

Does Proposer have any outstanding or pending judgments against it? **YES** / **NO** .

Is Proposer experiencing financial distress or having difficulty securing financing? **YES** / **NO** .

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES** / **NO**

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES** / **NO** .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? **YES** / **NO** .

If "NO," please explain.

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Authorized Signature

Date

Print Name

Title



Millennium Health Proposal

Columbia County CJC Urinalysis Testing Services RFP 2025

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Exhibit A: Letter of Submittal

To Columbia County Court,

Millennium Health is a specialty laboratory with over 16 years of experience in drug testing services. We are not a forensic lab and do not have forensic accreditation, but we have experience providing court ordered testing and wish to submit a proposal for the County. We have over 8 continuous years of experience providing drug testing services to therapeutic court programs, including Pierce County Therapeutic Court, Lewis County Therapeutic Court, Kitsap County Drug Court, and King County Drug Court in Washington. In Oregon, Multnomah County Therapeutic Court and Clatsop County utilizes our testing. References and performance history will be provided.

Our laboratory has been CAP-accredited and CLIA certified since 2011 and we are licensed to process specimens from all 50 states. Our online ordering platform Intellium® and its supporting infrastructure are HITRUST Cybersecurity Framework (CSF®) Certified.

Definitive testing is performed at Millennium Health with LC-MS/MS technology and provides quantitative results. We also perform presumptive drug testing with immunoassay (IA) technology and provide qualitative results. Our urine drug testing and oral fluid drug testing provides definitive detection of more than 100 drugs and metabolites encompassing over 400 brand name drugs. See attached drug test menu. Urine drug test results are delivered generally within one business day from receipt of specimen at the lab. Oral fluid drug test results are available generally within 2-3 days after specimen receipt. We also process specimens on Saturdays for both urine and oral fluid drug testing. We understand how crucial turnaround time is and the importance of receiving results quickly to make the best decisions for those in your care. Our RADAR® Hotline provides real-time clinical support from expert toxicologists, clinical pharmacists, and PhDs. They are available to assist with results interpretation, education, and training. Millennium Health can also provide a toxicologist as an expert witness when requested at no cost.

Processing over a million specimens each year allows us to provide real-time analytics regarding emerging drug use trends, such as our studies published in *JAMA* and the Millennium Health Signals Report™ and has resulted in our collaboration with the U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention to help fight our nation's drug overdose crisis. We also released a Millennium Health Signals Report™ for Washington state and found that a staggering 76% of urine drug test specimens collected in 2023 from those who used fentanyl also contained methamphetamine, an increase of over 8,000% since 2013 (see attached press release).

Millennium Health has the expertise needed to ensure that you have the most up-to-date testing solutions as well as unparalleled clinical support. We are dedicated to providing a best-in-class experience for our customers by delivering timely, accurate and clinically actionable information.

No current or pending disbarment or ineligibility from Federally funded health care programs pursuant to section 1128 of the Social Security Act (and from the Medicare and state healthcare programs).

Exhibit B: Company Background

A narrative background of proposer's ability and experience in Drug and Alcohol Testing Services.

- Millennium Health is an accredited specialty laboratory with over 15 years of experience. Our definitive testing is performed with LC-MS/MS technology and provides quantitative results. We also perform presumptive drug testing with immunoassay (IA) technology and provide qualitative results.
- Our clinically relevant urine drug testing and oral fluid drug testing menus provide definitive detection of more than 100 drugs and metabolites encompassing over 400 brand name drugs.
- The lab operates 7 days a week. Urine drug test results are delivered generally within one business day from receipt of specimen at the lab. Oral fluid drug test results are available generally within 2-3 days after specimen receipt.
- Our RADAR[®] Hotline provides real-time clinical support from expert toxicologists, clinical pharmacists, and PhDs. They are available to assist with results interpretation, education, and training.
- See attached document that includes our full test menu and cutoff levels.

Exhibit C: List of Facilities & Institutions Served/References

1. Volunteers of America 10209 SE Division St. Portland Or 97266. Christina Anderson 971-227-6092
2. Clatsop Behavioral Health 115 West Bond St. Astoria, Or 97103 Rick Marinez 503-325-5722
3. Nara 17645 NW Saint Helens Rd. Portland, Or. 97231 Maggie Cedillo 971-806-5419
4. Medicine Wheel Recovery 58147 Columbia River HWY Saint Helens, Or. 97051 Sabrina Kent 503-396-5322
5. Lewis County Drug Court 135 W Main St. Chehalis, Wa 98532 Stephanie Miller 360-740-2731
6. Pierce County Alliance 510 Tacoma Ave S. Tacoma, WA 98402 Terree Schmidt-Whalen 253-572-4750
7. American Behavioral Health Systems 500 SE Washington Ave Chehalis Wa 98532 Tony Prentice 360-748-4776
8. Iron Tribe Network 214 Arnold St Saint Helens, Or 97051 Charlie Annich 503-344-6710
9. Atlas Recovery 411 NE 19th Ave Portland Or 97232 Rob Crippen 971-386-2126
10. Cielo Treatment Center 1805 NE Sandy Blvd. Portland Or. 97232 Solara Salazar 503-449-4311

Service proposal

1. **Testing Methods Proposed:** Millennium Health proposes to use our definitive testing which is performed with LC-MS/MS technology, liquid chromatography tandem mass spectrometry liquid chromatography tandem mass spectrometry (LC-MS/MS) and provides quantitative results. We also perform presumptive drug testing with immunoassay (IA) technology and provide qualitative results.
2. **We deliver results Via Intellium our “Client Reporting, Randomization and Test Result” platform**
 - More than just an online ordering platform, Intellium® leverages over 15 years of laboratory excellence, proprietary data intelligence, and clinical expertise to help clinicians improve patient care. Intellium and its supporting infrastructure are HITRUST® Cybersecurity Framework (CSF) Certified (See attached for more information).
 - i. Visual order progress dashboard with real-time status bar
 - ii. Track and easily resolve your order issues
 - iii. Ensure secure access to test results on our HITRUST Cybersecurity Framework Certified Platform
 - iv. Record point-of-care results
 - v. View, print, and download results
 - vi. Intellium SelectSM is a feature built into Intellium’s ordering process that allows for group certification and customized frequency controls, with a scheduling feature that prints a list for testing of specific clients in each group
3. **Methods used to provide customer service in the following area:**
 - **Expert consultation on test results and screening methods:** Our RADAR® Hotline provides real-time clinical support from expert toxicologists and clinical pharmacists. They are available to assist with results interpretation, education and training.
 - **Expert testimony regarding validity of testing methods:** Millennium Health can provide a toxicologist as an expert witness when requested at no cost.
4. **What specific training will the organization provide to the COURT staff and contractors to ensure specimen validity and chain of custody consistency?**
 - Millennium Health has local representatives that are available to provide training, clinical insight, and education on drug use trends to staff. We are available as needed to be on site to help facilitate a smooth process and effective workflow for sending specimens to our laboratory. Our Customer Service team is available 5 days a week via phone, email, or live chat for day-to-day questions and troubleshooting.
 - Although we are not a chain of custody laboratory, we adhere to our own quality assurance and cost control methods:
 - Consistency: One laboratory site ensures all specimens are processed with the same high standards
 - Quality Control Program: Patient specimens are processed using rigorous standards at every step of the testing process, including full compliance with CAP accreditation.
 - Post Analytical Accuracy: Licensed Clinical Laboratory Scientists review each test result prior to release.

Insurance

Certificate of Insurance attached to proposal

Fee Proposal:

- Millennium Health will bill insurance for any medically necessary tests. Millennium Health shall provide and/or pay for all materials, forms, packaging, and shipping costs necessary for the conveyance of specimens to the laboratory. This includes UPS bags, specimen bags, clear specimen cups, red tamper seals, shipping labels, specimen pans, and bluing tablets. All supplies shall be used solely in connection with sending specimens to Millennium Health.

ATTACHMENT 2 –

RESPONSIBILITY INQUIRY

County will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, County may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in a finding of non-responsibility and rejection.

Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? YES

Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: To the best of our knowledge, all contracts in Oregon State have been completed satisfactorily, and without violation.

How many contracts did not meet those standards? Number: __NA_ If any, please explain. Response: To the best of our knowledge, all contracts in Oregon State have been completed satisfactorily, and without violation.

Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with: obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? NO .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below. Response:

Within the last three years, has Proposer had: any contracts terminated for default by any government agency, or any lawsuits filed against it by creditors or involving contract disputes? NO .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.) Response:

Does Proposer have any outstanding or pending judgments against it? NO .

Is Proposer experiencing financial distress or having difficulty securing financing? NO .

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? YES

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details. Response:

Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? NO .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable. Response:

Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? YES

If "NO," please explain. Response:

AUTHORIZED SIGNATURE By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

_____ Authorized Signature Date

Urine Drug Test Menu

OPIATES	BARBITURATES	NOVEL ILLICIT BENZODIAZEPINES & OPIOIDS	TRICYCLIC ANTIDEPRESSANTS
Codeine (Tylenol #3)	Butalbital (Fiorinal)	Illicit Benzodiazepines	Amitriptyline (Elavil)
Hydrocodone (Vicodin)	Pentobarbital (Nembutal)	2-methyl AP-237	Desipramine (Norpramin)
Hydromorphone (Dilaudid)	Phenobarbital	Brorphine	Imipramine (Tofranil)
Morphine (MSContin)	Secobarbital	Metonitazene	Nortriptyline (Pamelor)
OPIOIDS	BENZODIAZEPINES	NOVEL PSYCHOACTIVE SUBSTANCES	STIMULANTS
Fentanyl and analogues	Alprazolam (Xanax)	Bath Salts (Cathinones)	Methylphenidate (Ritalin)
Methadone	Clonazepam (Klonopin)	Kratom	Phentermine (Adipex-P)
Oxycodone (Oxycontin)	Diazepam (Valium)	Spice (Synthetic Cannabinoids)	ANTIPSYCHOTICS
Oxymorphone (Opana)	Lorazepam (Ativan)	Xylazine	Aripiprazole (Abilify)
Tapentadol (Nucynta)	Oxazepam (Serax)	AMPHETAMINES	Clozapine (Clozaril)
Tramadol (Ultram)	Temazepam (Restoril)	Amphetamine (Adderall)	Haloperidol (Haldol)
OPIOIDS, related	ALCOHOL	Methamphetamine	Olanzapine (Zyprexa)
Buprenorphine (Suboxone)	Alcohol <i>Presumptive Test</i>		Quetiapine (Seroquel)
Naloxone (Suboxone)	Ethyl Glucuronide / Ethyl Sulfate	Methamphetamine-d/l Isomers	Risperidone (Risperdal)
Levorphanol	ILLICIT SUBSTANCES	ANTIDEPRESSANTS, Other	OTHER
Meperidine (Demerol)	Cocaine	Bupropion (Wellbutrin)	Carisoprodol (Soma)
Naltrexone (Vivitrol)	Heroin	Citalopram/Escitalopram	Cyclobenzaprine
	MDMA	Duloxetine (Cymbalta)	Dextromethorphan
	Phencyclidine (PCP)	Fluoxetine (Prozac)	Gabapentin (Neurontin)
	THC	Paroxetine (Paxil)	Ketamine
		Sertraline (Zoloft)	Lamotrigine (Lamictal)
		Trazodone (Desyrel)	Pregabalin (Lyrica)
		Venlafaxine (Effexor)	Zolpidem (Ambien)

Oral Fluid Drug Test Menu

OPIATES	BENZODIAZEPINES
Codeine (Tylenol #3)	Alprazolam (Xanax)
Hydrocodone (Vicodin)	Clonazepam (Klonopin)
Hydromorphone (Dilaudid)	Diazepam (Valium)
Morphine (MS Contin)	Lorazepam (Ativan)
OPIOIDS	Oxazepam (Serax)
Fentanyl (Duragesic)	Temazepam (Restoril)
Methadone	ILLICIT SUBSTANCES
Oxycodone (Oxycontin)	Cocaine
Oxymorphone (Opana)	Heroin
Tapentadol (Nucynta)	MDMA
Tramadol (Ultram)	Phencyclidine (PCP)
OPIOIDS, Related	THC
Buprenorphine ⁽⁵⁾	OTHER
Levorphanol	Carisoprodol (Soma)
Meperidine (Demerol)	Dextromethorphan
Naltrexone (Vivitrol)	Gabapentin (Neurontin)
STIMULANTS	Pregabalin (Lyrica)
Methylphenidate/ Dexmethylphenidate	Sertraline (Zoloft)
AMPHETAMINES	Zolpidem (Ambien)
Amphetamine (Adderall)	
Methamphetamine	

Attachments (continued)

Millennium Health Signals Report for Washington State (1/2)



Methamphetamine Use in Washington Reaches All-Time High in People Who Use Fentanyl, Adding Fuel to the Fentanyl Crisis

SAN DIEGO, Calif. – March 13, 2024 – While the state of Washington grapples with its ongoing fentanyl crisis, a dangerous trend in the co-use of methamphetamine has emerged that may significantly impact an already challenging situation. According to [Millennium Health's Signals Report™](#) for Washington state, a staggering 76% of urine drug test specimens collected in 2023 from those who used fentanyl also contained methamphetamine, an increase of over 8,000% since 2013.

Methamphetamine positivity rates among people who use fentanyl for the four most-populated counties in 2023 were:

- Snohomish County – 81%
- King County – 75%
- Pierce County – 75%
- Spokane County – 52%

“The striking increases we’re seeing in methamphetamine use among people who use fentanyl adds a new layer of complexity to the fight,” said Senior Vice President and Chief Clinical Officer, [Angela G. Huskey, PharmD, CPE](#). “Consistent with national trends, the overwhelming majority of people in Washington who use fentanyl engage in polysubstance use—now mostly involving the use of methamphetamine—which creates unique treatment challenges.”

Former Washington Senator Steve O’Ban adds, “In all my years serving on legislative healthcare, human services, and behavioral health committees, I’ve had a front row seat watching how illicit drug use impacts our state. This new data brings to light an urgent need to find solutions to this growing crisis. I am confident that we can work together to help to stem this tide that is destroying our families and our local communities.”

Additional information regarding current drug use trends can be found [here](#).

About Millennium Health

Millennium Health is an accredited [specialty laboratory](#) with over 15 years of experience in [drug testing](#). We provide objective information about patients’ recent use of prescription medications and/or illicit drugs which helps clinicians monitor and treat millions of Americans living with chronic pain, substance use disorders, mental health disorders or other health conditions. Our ability to monitor drug use trends allows us to alert clinicians, health agencies and others to real-time drug use changes to help inform more targeted drug overdose prevention and response strategies to save lives.

Media Contact

Jody Schneider, Millennium Health
(619) 917-6810
Jody.Schneider@millenniumhealth.com

Attachments (continued)

Millennium Health Signals Report for Washington State (2/2)

Methamphetamine Use in Washington Reaches All-Time High in People Who Use Fentanyl*

Fentanyl is a synthetic opioid that is up to **100 times more potent** than morphine



this is a lethal dose of fentanyl

Detection of **fentanyl** in urine drug test specimens increased from **3% to 14%** between 2013 and 2023, an increase of **370%**

370% ↑

76% of urine specimens collected from those who used **fentanyl** also contained **methamphetamine** in 2023, an increase of over **8,000%** since 2013

8,000% Increase ↑



Methamphetamine is a powerful, highly addictive stimulant that has long-lasting and harmful effects¹

NEGATIVE CONSEQUENCES

- Abnormal heart rhythm
- Chest pain
- Stroke
- Agitation
- Delirium
- Trauma
- Increased risk for HIV

Emergency Department visits INCREASED BY ALMOST

6X

from 2008 to



With heavy use,

1 in 4



will experience AT LEAST ONE PSYCHOTIC EPISODE

Psychiatric hospitalizations & NEARLY DOUBLE D

from 2015 to



Reference: 1. Coffin PO, Suen LW. Methamphetamine Toxicities and Clinical Management. NEJM Evidence. 2023;2:12. doi:10.1056/EVIDra2300160

Methamphetamine positivity rates among people who use fentanyl for the four most-populated counties in 2023:



* Based on analysis of urine drug test results by Millennium Health

Attachments (continued)

Attachments (continued)

Attachments (continued)

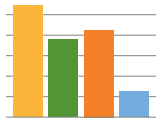
About Intellium (1/2)



An Integrated Platform for Test Management & Data Intelligence



More than just an online ordering platform, Intellium leverages over 15 years of laboratory excellence, proprietary data intelligence, and clinical expertise to help clinicians improve patient care.



Compliance-driven functionality and clinical expertise combined with real-time data analytics help make test ordering more efficient.



Start using Intellium to optimize test utilization and discover relevant insights about your practice and drug use trends today.

Millennium Health takes information security seriously.

We're committed to protecting our patients' Protected Health Information (PHI) and maintaining compliance with all relevant laws and regulations. Patient information and test results we receive, produce, and store are our responsibility to protect and retain, per federal and state law.



Intellium and its supporting infrastructure have been certified by HITRUST®. HITRUST CSF Certified status demonstrates that we have met key regulations and industry-defined requirements and are appropriately managing risk to information security. This achievement places Millennium Health in an elite group of organizations worldwide that have earned this certification of excellence.

Attachments (continued)

About Intellium (2/2)



Cleverly Convenient



Intellium takes the burden out of managing your test ordering workflow.

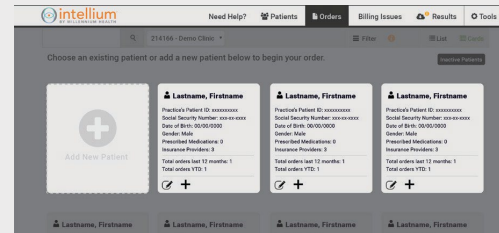
- Visualize order progress on your customized dashboard with a real-time status bar
- Track and easily resolve your order issues
- Ensure secure access to test results on our HIPAA-compliant platform
- Comprehensively manage patient information
- Record point-of-care results
- View, print, and download RADAR® Reports



Personalized Approach

Intellium optimizes your experience with intuitive user support.

- Access virtual support via our live chat feature
- Review relevant technical bulletins and clinical resources



Order Tests - Urine					
MEDICARE WILL ONLY PAY FOR TESTS THAT ARE MEDICALLY REASONABLE AND NECESSARY BASED ON THE CLINICAL CONDITION OF EACH INDIVIDUAL PATIENT. (1)(2)					
Medication or Drug	Order Single	Definitive Test (1)(4)	Order Immunoassay Test	Definitive Test (1)(5)	
				Pos (+)	Neg (-)
Alcohol					
Alcohol (1) Presumptive Test	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethyl Glucuronide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethyl Glucuronide/Ethyl Sulfate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amphetamines					
Amphetamine (Adderall)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Methamphetamine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Methamphetamine-D/ isomers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Antidepressants, Other					
Bupropion (Wellbutrin)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Citalopram/Escitalopram	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Duloxetine (Cymbalta)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Collective Intelligence

Intellium empowers you to extract deeper insights.

- Compare drug use trends at your practice to your state
- Utilize testing analytics to help inform medically necessary testing
- Evaluate individual patient testing frequency
- Quickly access historical patient and test results
- View real-time clinical testing trends
- Evaluate billing tier summary for your practice

To learn more, contact your local sales representative or visit millenniumhealth.com

Customer Service & RADAR Hotline (866) 866-0605



TCP-27-09 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
TREATMENT COURT GRANT PROGRAM

Agreement Number: TCP-27-09

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Columbia County** (“Recipient”) for the benefit of its **Columbia County Adult Drug Court**. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$75,840

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$18,960.00 by October 31, 2025;
- (2) \$18,960.00 by March 31, 2026;
- (3) \$18,960.00 by September 30, 2026; and

(4) \$18,960.00 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Treatment Court programs (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

COLUMBIA COUNTY

By: Ryan Keck
Ryan Keck,
Interim Executive Director

By: _____

Date: 10/9/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/9/2025
Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Adaline Padlina

Telephone: (971) 307-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Columbia County
230 Strand Street
St. Helens, OR 97051

Contact: Lindsay Elder

Telephone: (503) 397-7225

Email: Lindsay.Elder@columbiacountyor.gov

Project Description:

Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon’s treatment courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC’s Treatment Court Grant Program include:

- Increasing individuals’ likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operation of the **Columbia County Adult Drug Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to maintain and/or expand a current treatment court program that utilizes best practices to adhere to the Oregon Specialty Court Standards. These funds will be used to provide access to a continuum of alcohol, drug, and other treatment services to reduce substance use and recidivism among treatment court participants.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.

2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spend during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.

3. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

TCP-27-10 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
TREATMENT COURT GRANT PROGRAM

Agreement Number: TCP-27-10

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Columbia County** (“Recipient”) for the benefit of its **Columbia County Family Treatment Court**. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$292,558

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$73,139.50 by October 31, 2025;
- (2) \$73,139.50 by March 31, 2026;
- (3) \$73,139.50 by September 30, 2026; and

(4) \$73,139.50 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Treatment Court programs (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

COLUMBIA COUNTY

By: Ryan Keck
Ryan Keck,
Interim Executive Director

By: _____

Date: 10/9/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/9/2025
Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Adaline Padlina

Telephone: (971) 307-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Columbia County
230 Strand Street
St. Helens, OR 97051

Contact: Lindsay Elder

Telephone: (503) 397-7225

Email: lindsay.elder@columbiacountyor.gov

Project Description:

Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon’s treatment courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC’s Treatment Court Grant Program include:

- Increasing individuals’ likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operation of the **Columbia County Family Treatment Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to maintain and/or expand a current treatment court program that utilizes best practices to adhere to the Oregon Specialty Court Standards. Grant funds will be used to operate a treatment court program to support individuals with a substance use disorder in accessing stabilization services and treatment. These funds will be used to increase participants’ likelihood of successful rehabilitation and to address the needs of children, substance use disorder treatment, and the dependency court.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.

2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spend during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.

3. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

Attachment 5

TCP-27-11 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
TREATMENT COURT GRANT PROGRAM

Agreement Number: TCP-27-11

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Columbia County** (“Recipient”) for the benefit of its **Columbia County Mental Health Court**. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$42,207

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$10,551.75 by October 31, 2025;
- (2) \$10,551.75 by March 31, 2026;
- (3) \$10,551.75 by September 30, 2026; and

(4) \$10,551.75 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Treatment Court programs (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
 - (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
 - (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient’s reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
 - (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

COLUMBIA COUNTY

By: Ryan Keck
Ryan Keck,
Interim Executive Director

By: _____

Date: 10/9/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/9/2025
Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Adaline Padlina

Telephone: (971) 307-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Columbia County
230 Strand Street
St. Helens, OR 97051

Contact: Lindsay Elder

Telephone: (503) 397-7225

Email: lindsay.elder@columbiacountyor.gov

Project Description:

Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon’s treatment courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC’s Treatment Court Grant Program include:

- Increasing individuals’ likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operation of the **Columbia County Mental Health Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to maintain and/or expand a current treatment court program that utilizes best practices to adhere to the Oregon Specialty Court Standards. These funds will be used to operate a treatment court program that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use disorders and/or mental health issues underlying their involvement in criminal behavior.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.

2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spend during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.

3. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.