



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, AUGUST 28, 2024

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend  
(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

#### AGENDA

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

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

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, call (541) 388-6572 or email [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).

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

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

**CITIZEN INPUT:** Citizen Input may be provided as comment on any topic that is not on the agenda.

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

## CONSENT AGENDA

- [1.](#) Approval of Board Order No. 2024-033 authorizing the sale of real property located at 67 NW Greenwood in Bend to Pfeifer & Associates, and further authorizing the Deschutes County Property Manager to execute the documents associated with the sale
- [2.](#) Approval of a contract with Youth Villages, Inc. for pediatric mental health care and other services
3. Consideration of Board Signature on letter appointing Anthony Accinelli as the La Pine area representative to the Bicycle and Pedestrian Advisory Committee
4. Approval of minutes of the BOCC July 17, 2024 meeting

## ACTION ITEMS

- [5.](#) **9:10 AM** Proclamation: Cascades Futurity Event Days
- [6.](#) **9:20 AM** Public Hearing: Highway 20 Mini-Storage Text Amendment

## OTHER ITEMS

*These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.*

## EXECUTIVE SESSION

*At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.*

## ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 28, 2024

SUBJECT: Approval of Board Order No. 2024-033 authorizing the sale of real property located at 67 NW Greenwood in Bend to Pfeifer & Associates, and further authorizing the Deschutes County Property Manager to execute the documents associated with the sale

RECOMMENDED MOTION:

Move approval of Board Signature of Order No. 2024-033 authorizing the sale of real property located at 67 NW Greenwood in Bend to Pfeifer & Associates, and further authorizing the Deschutes County Property Manager to execute the documents associated with the sale.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns property located at 67 NW Greenwood, Bend. The +/- 4,200 square foot building situated on 0.11-acres was acquired in 2002 from ODOT, and has been mostly utilized for storage by the County. The building is currently vacant and is not currently suitable for occupancy due to not meeting many of today's building codes.

In April 2024, Deschutes County Property Management listed the property for sale through the real estate brokerage firm, NAI Cascades for \$840,000.

On July 26, 2024, Pfeifer & Associates submitted an offer to purchase the property for \$790,000 and the Board of County Commissioners accepted the offer. Other highlights associated with the transaction include,

- 1. \$20,000 refundable earnest money -becomes nonrefundable after buyer removes contingencies
2. 30-day due diligence period -buyer has option to extend financing contingency by 15-days
3. Closing by September 15, 2024 -unless buyer extends contingency then this date would adjust accordingly
4. Buyer assuming revocable license with DPK Enterprises Inc. (Burrito Sunrise Food Truck)

The buyer, Sally Pfeifer. owns Pfiefer & Associates, which is the region’s largest outpatient treatment provider, serving adults with substance use disorder in Bend, La Pine and Redmond. Their intent is to purchase the property and complete an extensive remodel to use for office space expansion.

**BUDGET IMPACTS:**

\$790,000 gross proceeds

**ATTENDANCE:**

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

08/28/2024 Item #1.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County  
Property Manager, Kristie Bollinger as the  
Deschutes County Representative for the purpose  
of signing documentation to complete the sale of  
real property located at 67 NW Greenwood, Bend,  
Oregon 97703 to Pfeifer & Associates

\*  
\*  
\*  
\*

ORDER NO. 2024-033

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the sale of real property located at 67 NW Greenwood, Bend, Oregon 97703 to Pfeifer & Associates; and

WHEREAS, Deschutes County received an offer from Pfeifer & Associates (Buyer) to purchase real property that consists of a +/- 4,700 square foot building situated on 0.11-acres for \$790,000 subject to a 30-day due diligence period, with an option to extend by 15-days; and

WHEREAS, the Buyer paid \$20,000 earnest money that becomes nonrefundable when they Buyer removes contingencies, which would be applied to the purchase price at closing; and

WHEREAS, the transaction is estimated to close September 15, 2024, unless the Buyer extends its due diligence period, which would adjust the closing date according; now, THEREFORE,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative for the purpose of signing the necessary documents to complete the sale of real property located at 67 NW Greenwood, Bend, 97703 to Pfeifer & Associates.

**SIGNATURES ON FOLLOWING PAGE**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2024

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

\_\_\_\_\_  
ANTHONY DEBONE, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** August 28, 2024

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

**RECOMMENDED MOTION:**

Move approval of Board signature of Document No. 2024-525, a contract with Youth Villages, Inc. for pediatric mental health care and other services.

**BACKGROUND AND POLICY IMPLICATIONS:**

Youth Villages, Inc. is licensed by the State of Oregon to provide care for pediatric mental health clients and persons enrolled in the Oregon Health Plan (OHP), including Emergency Department Diversion Services (“Diversion Services”).

The Mobile Response and Stabilization Services (MRSS) program is a team-based crisis stabilization service that offers an alternative to inpatient psychiatric treatment and psychiatric boarding. MRSS provides in-person crisis response that connects children, youth, young adults and their families to in-home and other supportive services. The MRSS program is proven to de-escalate situations, often preventing unnecessary trips to emergency departments.

**BUDGET IMPACTS:**

\$424,938

**ATTENDANCE:**

Shannon Brister-Raugust, Program Manager



HEALTH SERVICES

REVIEWED  
*ahd*  
and  
LEGAL COUNSEL

**DESCHUTES COUNTY SERVICES CONTRACT  
CONTRACT NO. 2024-525**

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

**Effective Date and Termination Date.** The effective date of this Contract shall be **July 1, 2024**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **June 30, 2025**. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

**Statement of Work.** Contractor shall perform the work described in Exhibit B.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit B.

**Contract Documents.** This Contract includes Page 1 - 12 and Exhibits A, A-1, B-J.

---

---

**CONTRACTOR DATA AND SIGNATURE**

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

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

**Signature:** Patrick W. Lawler  
Patrick W. Lawler (Aug 15, 2024 11:29 CDT)

**Email:** pat.lawler@youthvillages.org

**Title:** CEO

**Company:** Youth Villages

---

---

**DESCHUTES COUNTY SIGNATURE**

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

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2024

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

DESCHUTES COUNTY DIRECTOR OF HEALTH  
SERVICES

\_\_\_\_\_  
ANTHONY DeBONE , Vice Chair

\_\_\_\_\_  
PHIL CHANG , Commissioner



**STANDARD TERMS AND CONDITIONS**

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

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

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

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

- 3. **Consideration.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit B.
  - A. Payments shall be made to Contractor following County's review and approval of invoice and deliverables submitted by Contractor.
  - B. All Contractor invoices are subject to the maximum compensation amount of this Contract stated in Exhibit B.
  - C. Contractor shall not submit invoices for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract.
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this Contract.
  - D. This Contract shall not be amended after the expiration date.
  - E. Contractor shall submit a final invoice for work performed describing all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
  - F. Prior to approval or payment of any invoices, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption. Invoices may require such supporting documentation as signed time cards, travel receipts, or other reports.

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

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

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

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

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

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

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

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

**5. No Third Party Beneficiaries.**

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

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

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

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

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

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

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

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

D. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:

- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
- 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
- 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.

E. County Default or Breach.

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

F. Immediate Termination.

- 1) Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
  - a. Misuse of funds.
  - b. Intentional falsification of records.
  - c. Acts or omissions that jeopardize the health, safety, or security of individuals or If County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
    - In the case a failure to perform jeopardizes the safety and security of an individual the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.
    - In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.
    - Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.

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

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

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

- A. Termination under subparagraphs 7 (A) through (C) of this Contract shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated by the County due to a breach by the Contractor under subparagraph 7 (D) of this Contract, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

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

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**11. Work Standard.**

- A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- B. For goods and services to be provided under this Contract, Contractor agrees to:
- 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) comply with all applicable legal requirements;
  - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

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

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

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

- A. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this Contract.
- B. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- C. The cost of any subcontracted work approved in this Contract shall not be marked up.
- D. Contractor shall not invoice County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this Contract.
- E. The limitations applicable to reimbursable expenses are set forth in Exhibit F, attached hereto and by reference incorporated herein.

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

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

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- F. Contractor shall at all times comply with all of the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other state and federal laws and regulations related to the privacy and/or security of personally identifiable health information.
- G. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of personally identifiable health records and for conducting transactions pursuant to the requirements of HIPAA and other applicable state and federal laws and regulations.
- H. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA or other applicable state or federal laws and/or regulations.
- I. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Contract. To the extent any provision of the Business Associate Agreement or Confidentiality Agreement is inconsistent with a provision of this paragraph 16, the Business Associate Agreement or Confidentiality Agreement shall govern.
- J. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. Contractor shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA) implementing the foregoing laws, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.

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

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

- A. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
- 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
  - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- B. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
  - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
  - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.
- C. Contractor shall permit County and OHA to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- D. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.
- E. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.

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

- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product.
- F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work

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

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

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

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

**22. Indemnity and Hold Harmless.**

- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its current and former officers, departments, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of, or relating to the activities of Contractor or its current or former officers, employees, contractors, or agents, including without limitation any claims that any work, work product or other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or that the County’s use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County’s Legal Counsel, in a form and manner determined appropriate by the County’s Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County’s Legal Counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.
- D. Contractors that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.

**23. Waiver.**

- A. County’s delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.



- 24. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
  - B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 25. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Contract.
- 26. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.
- 27. Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
  - B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
  - C. Any electronic mail shall be deemed delivered when receipt has been confirmed either by the recipient or by electronic confirmation performed by the electronic mail platform.
  - D. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Andrew Grover	Holly Harris, Deputy Director
Youth Villages, Inc.	Deschutes County Health Services
5331 S Macadam	2577 NE Courtney Dr.
Portland, Oregon 97239	Bend, Oregon 97701
Fax No.	Fax No. 541-322-7565
<a href="mailto:Andrew.grover@youthvillages.org">Andrew.grover@youthvillages.org</a>	<a href="mailto:Holly.harris@deschutes.org">Holly.harris@deschutes.org</a>

<u>To County – for Notices &amp; Terminations:</u>	<u>To County – Accounts Payable:</u>
Grace Justice Evans, Contract Specialist	Accounts Payable
Deschutes County Health Services	Deschutes County Health Services
2577 NE Courtney Dr.	2577 NE Courtney Dr.
Bend, Oregon 97701	Bend, Oregon 97701
Fax No. 541-322-7565	Fax No. 541-322-7565
<a href="mailto:Grace.evans@deschutes.org">Grace.evans@deschutes.org</a>	<a href="mailto:HSAccountsPayable@deschutes.org">HSAccountsPayable@deschutes.org</a>

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

- A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

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

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

**31. Representations and Warranties.**

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession in the state of Oregon;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
  - 7) Contractor's making and performance of this Contract do not and will not violate any provision of any other contract, agreement to which Contractor is a party, nor materially impair any legal obligation of Contractor to any person or entity.
- B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**32. Representation and Covenant.**

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

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

**34. Amendment.**

- A. This Contract may be unilaterally modified by County to accommodate a change in available funds, so long as such modification does not impose an unreasonable hardship upon Contractor or reduce Contractor's compensation for work Contractor actually performs or Contractor's authorized expenses actually incurred. With respect to deliverable-based Work, Contractor's compensation shall not be deemed reduced by a modification of this contract, so long as Contractor is paid the sum designated for performing the Work originally contemplated by this Contract multiplied by the percentage of such originally contemplated Work that Contractor performs under the modified Contract.
- B. With the exception of subparagraph 34(a), above. This Contract (including any exhibits) may only be amended upon written agreement by both parties, and shall not be effective until both parties have executed such written agreement. Any alleged or claimed amendment that is not performed in compliance with this paragraph 34 shall be void and of no effect.

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

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

**Contractor or Subrecipient Determination**

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

- Recipient is a subrecipient     Recipient is a contractor     Not applicable

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

**EXHIBIT A**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS**

**Program Outline:**

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

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

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

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

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

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

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

- A. **Target Population.** The target population (eligibility criteria) includes any person 18 and under who is a current resident of Deschutes County and presenting with a behavioral health crisis – generally suicidal or aggressive thoughts or behaviors or behavioral problems affecting the safety of the child, family or others—and would otherwise be boarded or admitted to an inpatient psychiatric program. The youth and family or caregivers must have been evaluated and assessed by a Deschutes County Crisis Team member, as appropriate to return to their community with the support of MRSS interdisciplinary team support/treatment. Youth who meet the program edibility criteria may be admitted regardless of insurance coverage.
- B. **Availability:** The MRSS program will admit individuals after receiving a referral from the Deschutes County Crisis Team. Families/youth enrolled in the MRSS program will have access to crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations.
- D. **Length of Services.** Initial contact with Crisis Team will be made within one (1) hour of the MRSS specialist being called. Assessment and recommendations will commence within 24-48 hours and continue until complete. Follow-up services for youth who enroll in the MRSS program will be available for up to fifty-six (56) days after initial contact. When clinically indicated the service plan, stabilization services may be extended past the initial 56 calendar days to ensure that they have successfully transitioned to ongoing services and supports.

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

A. Availability:

- i. The MRSS program will be available twenty-four (24) hours per day, seven (7) days per week for urgent situations, to screen eligibility for youth.
- ii. The program can serve up to ten (10) youth at any time. The MRSS program will update Deschutes County MCAT regularly about current census and capacity for new referrals.

B. Admission into the MRSS program:

- i. When someone in a behavioral health crisis calls 988, presents to the Deschutes County Crisis Stabilization Center, has MCAT, non-law enforcement contact or is identified by Law Enforcement, Deschutes County Crisis Team will complete a crisis screening and assessment. If it is determined youth would be appropriate for community stabilization and de-escalation with intensive MRSS services in place Deschutes County Crisis Team will contact Youth Villages to refer to MRSS supports.
- ii. MRSS on-call supervisor will respond within (1) hour to review referrals. If accepted MRSS Specialist will begin offering the following within forty-eight (48) hours:
  - Provide 24/7 connection for children, youth, young adults and their families, MRSS includes:
    - Immediate face-to-face response and
    - Up to 8 weeks of stabilization services.
  - The immediate face-to-face response can last up to 72 hours. This support helps children, youth and their families:
    - Get support at home and
    - Avoid unnecessary visits to the emergency room.
  - Stabilization services are available for up to 56 days after the initial crisis. Services may include:
    - Mental health therapy,
    - Skills training,
    - Peer-delivered services, and
    - Crisis de-escalation.
- iii. The MRSS team also assesses ongoing needs. If needed, the team also links children, youth, young adults and their families to appropriate community resources. MRSS works best in community support systems that cater to the strengths of children, youth, young adults and their families.
  - a. If the recommendation of the MRSS specialist is in alignment with the Deschutes County Crisis Team's recommendation for community stabilization through MRSS, and the family agrees to participate in the program, youth will admit into MRSS. Upon program acceptance, safety plans will be completed, lethal means counseling provided, and youth will discharge from the hospital.
  - b. If MRSS specialist does not agree that youth is appropriate for the program (ex: acuity too high or too low) or if the family is not aligned with engaging in the program, MRSS specialist will communicate recommendations and/or barriers to Deschutes County Crisis Team staff, who will coordinate next steps.

C. Treatment provided while enrolled in the MRSS program:

- i. Youth Villages will provide services in alignment with MRSS program requirements as outlined by the Oregon Health Authority.
- ii. A MRSS Specialist will schedule a home visit within twenty four (24) to seventy-two (72) hours of the initial assessment/MRSS intake. This will be scheduled based on family's availability. If there are barriers with the family meeting with the MRSS specialist within the initial forty-eight (48) hours after the youth discharges from the Emergency Department, the MRSS team will make contact with the family by phone to assess effectiveness of safety plans.
- iii. During the first home visit, MRSS specialist will review the safety plan, ensure the safety sweep was completed, and review the MRSS services such as Intensive In Home Behavioral Health Services or Intercept.

- iv. Frequency of home visits will be based on family need/request as well as youth’s acuity. Home visits will occur no less than one (1) time per week while family is enrolled. Sessions will focus on crisis prevention skill development, psychoeducation, and ongoing safety planning.
- v. MRSS Specialist, MRSS Qualified Mental Health Associate or MRSS Peer Support Specialist will provide intensive care coordination to ensure that families are connected with aftercare services as soon as possible and that involved treatment providers are aware of the family’s needs.
- vi. The discharge timeline for each family will depend on the level of crisis support needed by the family and the ability to connect the family with an aftercare provider sufficient to meet their needs.
- vii. The MRSS specialist will complete documentation for the intake assessments within seventy-two (72) hours and will enter that documentation into the Youth Villages Electronic Health Record. The MRSS specialist will subsequently document each contact made with the youth, family, and involved key players into the same system within seventy-two (72) hours.
- viii. The MRSS program Qualified Mental Health Associate will conduct a thorough Case Management assessment, and provide coordination of care services connecting the child and family to appropriate services and support to meet their needs in the least restrictive setting.
- ix. The MRSS program family partner will make contact with families in care no fewer than three (3) times either by phone or throughout the course of services. Family partners will share their personal experience and lessons learned to encourage family’s connection to services, including mental health providers and other needed resources. The family partner will document efforts of engaging families, facilitating connection to services and outcomes of visits in the electronic health record.

3. Protocols:

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

**Other Program Definitions:**

- 1. **Addiction Treatment, Recovery & Prevention Services**  
Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, mood disorder, etc., as defined in DSM criteria.
- 2. **Behavioral Health**  
Mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
- 3. **Client or Individual**  
With respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Contract. For the purposes of this Contract and all attachments hereto, the terms “Client” and “Individual” shall have the same meaning and shall be interchangeable.
- 4. **Coordinated Care Organization (CCO)**  
A corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.572 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members. PacificSource Community Health Solutions, Inc. has been designated by the Oregon Health Authority as the CCO for the Central Oregon region.
- 5. **Culturally Competent**  
The capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other characteristics of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural paraprofessionals as intermediaries with professional staff.

6. Fraud and Abuse

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

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

7. Health Services Division or HSD

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

8. Individual service record or service record or clinical record

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

9. Measures and outcomes Tracking System or "MOTS"

The Oregon Health Authority data system that stores data submitted by contractors and subcontractors.

10. Oregon Health Authority or "OHA"

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

11. Problem Gambling Services

Prevention, treatment, maintenance and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and/or significant other impacted by the problem gambler for access to treatment. For the purposes of this Contract, Problem Gambling Services and Gambling Disorder will be used interchangeably.

12. Serious and Persistent Mental Illness (SPMI)

Means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age eighteen (18) or older:

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

13. Service(s) or Service Element(s)

Any one of the services or group or services as described in Exhibit B, in which costs are covered in whole or in part of this Contract.

14. Trauma Informed Services

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

**EXHIBIT A-1**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS)**

**(1) Service Description**

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

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

County shall require that MRSS providers:

- (a) Approach services from a family-driven and youth-guided approach that reduces or eliminates barriers for the youth and family to participate in care;
- (b) Provide linguistically and culturally appropriate materials for the youth and their family, necessary for them to understand and to participate fully in the MRSS program; and
- (c) Require equitable access to the program, particularly for youth and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, sexual orientation, gender identity, socioeconomic status, insurance status, citizenship status, or religion.

**(2) Eligibility Criteria**

- (a) Serves ages birth through 18 years of age, and their families (parents, guardians, caregivers) who present to a partnering emergency department or psychiatric crisis center.
- (b) Youth is experiencing a mental health crisis or behavioral disturbance affecting the safety of the youth and family or others and is at risk for admission to an inpatient psychiatric program.
- (c) Youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if MRSS was in place
- (d) MRSS enrollment is not contingent on availability or type of insurance. All youth, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible.
- (e) Sites are expected to maximize funding to enhance an existing continuum of crisis and acute care, which includes billing Medicaid and/ or commercial carriers for all applicable billing codes for services provided while enrolled in services.
- (f) If a site is struggling with capacity and is unable to meet the needs of the referring hospital partner, Deschutes County Health Services will be notified as soon as possible by the provider and a plan of action and timeline for resolution will be completed.

**(3) Intake Process**

- (a) The Deschutes County Crisis Team will assess the youth and make a referral to the assigned MRSS clinical provider.
- (b) Within 1 hour of the referral, the MRSS on-call supervisor will make contact with the Deschutes County Crisis Team to review the case and make a determination regarding admission.
- (c) If admitted the MRSS team will coordinate with youth/family within 48 hour of receiving the referral.



- (d) MRSS clinical team member will develop a Crisis and Safety Plan in collaboration with the youth and their family.
- (e) MRSS team is responsible for providing 24/7 crisis response to the youth and family for the duration of their enrollment in the MRSS program.
- (f) MRSS clinical team member will give a brief overview of the services offered by the MRSS Team and introduce the role of the Family Support Specialist.
- (g) Each family will be given the MRSS Guidebook for Families, or the equivalent describing the anticipated experience in the MRSS program and providing youth and their families with relevant and individualized psychosocial information.
- (h) MRSS clinical team will schedule an in-person MRSS Team Meeting, within 72 hours of the intake. Meeting location to be determined by the youth and their family. Meeting shall include youth and their family, MRSS clinical provider, MRSS Family Support Specialist, and/or any other natural support or multi-disciplinary team members as identified by the youth and their family.
- (i) The MRSS clinical team will notify the assigned FSS, as soon as possible, with contact information for the family and date and time of the Team Meeting. The FSS will make initial contact with the family either in person or via phone to introduce their role

#### (4) Service Requirements

- (a) Within 72 hours of the intake the MRSS clinical team member and Family Support Specialist will facilitate a MRSS Team Meeting with the youth and their family, and together review program services, assess the current needs of the family, both short term and long term, and clarify roles of team members;
- (b) Contacts with the youth and family should be as frequent as needed to alleviate the immediate crisis and provide connection to longer term resources and supports;
- (c) All contacts shall occur in locations preferred by the youth and their families;
- (d) The MRSS Clinical team in partnership with the youth and their family shall coordinate a minimum of 2 contacts per week with at least one being in-person. Services include
  - i. Interim individual and/or family mental health therapy.
  - ii. Rapid access to psychiatry and medication management.
  - iii. Care Coordination.
  - iv. Family/Youth/Peer Support Services;
- (e) MRSS clinical services may be provided up to 56 calendar days, as necessary, to provide the youth and their family with sufficient stabilization and connections with community-based resources; and
- (f) MRSS Family Peer Support Services are offered as long as clinical services are being provided to provide the youth and family with increased skills to manage crises, and to establish sufficient supports in the community that the youth and family may access as needed.

#### (5) Close of Services

- (a) Factors contributing to the current crisis are identified and addressed by some combination of the following:
  - i. Youth is no longer having suicidal or aggressive behavior, ideation, or behavioral challenges that affect safety of the youth, family, or others
  - ii. Symptoms are managed via connection to commensurate supports, services, and skill- development opportunities;
  - iii. The youth and their family report increased safety and confidence in managing the current and future crises; and,
  - iv. The youth and their family report decreased frequency and intensity of crisis situations.
- (b) The MRSS Team will establish a transition plan with the youth and their family, which:
  - i. Addresses youth mental health concerns and symptoms;
  - ii. Outlines proactive strategies to support the youth and their family to reduce the frequency and intensity of crises that lead to emergency department visits; and,
  - iii. Documents access and connections to outpatient and community resources.

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

#### (6) MRSS Team-Based Requirements

- (a) MRSS programs are team-based. County is required to provide both clinical services and family support services to MRSS enrolled youth and their families. County shall require that subcontracted providers have dedicated MRSS clinical staff and family support specialists.
- (b) Each MRSS Team provides an array of recovery-oriented agency or community-based services and supports. County may subcontract with numerous providers in order to make sure that all services are available to the youth and their families. Establishing a clear communication plan and workflow between all providers is imperative and requires the contractor, clinical staff, family support staff and referring hospital or crisis clinic to work as a cohesive team.
- (c) County is responsible for the completion of all MHS 08 service requirements as outlined in this document, whether directly provided or provided under sub-contractual arrangement. County shall provide initial copies of the sub-contract to OHA. County shall submit a written action plan and timeline for resolution to OHA, as soon as possible, when there are known services that are not being met by the County or provider. Action Plans must be agreed upon by County and OHA and may result in funding adjustments and/or recouped or withheld funds.
- (d) The MRSS team must include, at a minimum, a Mental Health Therapist (QMHP), Qualified Mental Health Associate (QMHA) and a Family Support Specialist (FSS). County must notify OHA immediately if either of these positions are vacant or unavailable to youth and their families enrolled in services.
- (e) County shall submit a Memorandum of Understanding (MOU) which includes the referring hospital or crisis clinic and subcontractors. MOU is required to be completed within 45 calendar days of execution of this Agreement. The MOU creates an ongoing partnership between the County, subcontractors, referring hospitals and crisis centers. The MOU shall include the following:
  - i. Roles and responsibilities of each party;
  - ii. Comprehensive communication plan between all parties around coordinating intakes, team meetings, and care coordination efforts; and,
  - iii. Ongoing and frequent communication with the partnering hospital or crisis center.
- (f) County and subcontractors shall participate in a collaborative state-wide effort to establish shared programmatic standards, expectations for results, and key reporting requirements. County is responsible for requiring that a representative from the County and all subcontractors:
  - i. Participate in scheduled All Staff MRSS Learning Collaboratives; and
  - ii. Family Support Specialists are also required to participate in all scheduled Family Support Specialist Learning Collaborative.
- (g) County shall submit an annual Budget Worksheet (provided by OHA), which is due August 15th of each calendar year.

#### (7) MRSS Required Training

- (a) County is responsible for requiring that all staff receive the adequate training required to effectively deliver services as outlined in this Agreement. Providers shall require that, at a minimum, staff are trained in the following areas:
  - i. OHSU Redcap Data System Training;
  - ii. Suicide Prevention and Intervention;
  - iii. Lethal Means Counseling (i.e CALM Training);
  - iv. Trauma Informed Care; and
  - v. Ongoing training and refreshers required for skill maintenance.

(8) Special Reporting RequirementsRedcap Data System Reporting Requirements

- (a) MRSS Clinical and Family Support Providers shall submit data on an ongoing basis, as specified by OHA, directly to the Oregon Health & Science University (OHSU) Redcap Data System.
  - (b) MRSS Providers are expected to input all required data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team.
  - (c) Redcap Data Collection includes timely collection and submission of the following:
    - i. Individual's demographics and clinical history;
    - ii. Presenting information;
    - iii. Referral response time;
    - iv. Referral to and youth/family connections with family peer support;
    - v. Timeliness and frequency of initial and ongoing contacts;
    - vi. Service and intervention details;
    - vii. Diversions out of the emergency room/ crisis clinic;
    - viii. Re-presentations to the emergency department or admissions to a higher level of care;
    - ix. Transition plan details;
    - x. Barriers to recommended transition plan;
    - xi. Duration of MRSS involvement;
    - xii. The Crisis Assessment Tool at intake;
    - xiii. The KIDSCREEN-10 at intake and closure; and
    - xiv. Other items deemed beneficial to the development of the Service.
  - (d) Programs are required to inform and encourage MRSS parents/guardians to participate in a two-month follow-up survey completed by phone or electronically. MRSS participants will be contacted by OHSU outcomes study staff two months after MRSS program completion. Data from follow-up interviews will be shared with County and program leadership, with the goal of improved services.
  - (e) County is responsible for reviewing and approving the quarterly outcome reports generated by OHSU prior to submission to OHA by OHSU.
- (9) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

**EXHIBIT B**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**PAYMENT TERMS and SCHEDULE**

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

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

**2. Compensation**

Deschutes County Health Services shall pay a not-to-exceed maximum compensation of up to **\$424,938**, inclusive of the “Performance Withhold” as outlined in Paragraph 3 below.

**3. Performance Withhold**

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

**4. Invoicing**

- A. Contractor shall invoice County on a monthly basis for all services rendered in accordance with the terms of this Contract. County will only pay for completed work that is accepted by the applicable County. Invoice and supporting documentation must be sent to County’s contact information by mail, fax or e-mail as indicated in Paragraph 27, “Notices”.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above. County requests Contractor submit monthly invoices by the 15<sup>th</sup> of every month and no later than thirty (30) days after services were provided. Invoicing outside these guidelines may result in waiving County’s responsibility of payment unless otherwise agreed to by County and Contractor in writing.

**5. Performance Measures**

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

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

**6. Review of Performance Measure Data**

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

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

- YES
- NO

**7. The maximum compensation.**

- A. The maximum compensation under this Contract is **\$424,938**.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
  - 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
  - 2) **Withholding of Payments.** Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.
  - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.
  - 4) It is understood and agreed that in the event funds are not awarded to County from OHA or PacificSource Community Solutions, Inc., or other funding sources as applicable, or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.

**8. Schedule of Performance or Delivery.**

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B.
- B. County will only pay for completed work that conforms to the terms of the Contract.

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

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

EXHIBIT C  
DESCHUTES COUNTY SERVICES CONTRACT  
Contract No. 2024-525  
INSURANCE

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

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

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

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

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

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

Per Occurrence limit	Annual Aggregate limit
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$4,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

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

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

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

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$1,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

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

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

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

Claims Made Policy    Approved by County       Not Approved by County

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

Per Occurrence

\$1,000,000

\$2,000,000

\$3,000,000

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

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

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

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

**Signature:** *Sarah Key*

**Email:** sarah.key@deschutes.org

**Title:** Loss Prevention Coordinator

**Company:** Deschutes County Risk Management

**EXHIBIT D  
DESCHUTES COUNTY SERVICES CONTRACT  
Contract No. 2024-525  
CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR**

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

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

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

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

Patrick W. Lawler  
Patrick W. Lawler (Aug 15, 2024 11:29 CDT)

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

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

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

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

- A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.



**C. Representation and Warranties.**

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

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Patrick W. Lawler  
Patrick W. Lawler (Aug 15, 2024 11:29 CDT)

**EXHIBIT E**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**WORKERS' COMPENSATION EXEMPTION CERTIFICATION**

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

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

- NOT APPLICABLE**
  - Contractor is providing Workers' Compensation certificate.
- SOLE PROPRIETOR**
  - Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor shall not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
  - Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
  - The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
  - Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all work is performed by volunteers, and
  - Contractor shall not hire employees to perform this contract.
- PARTNERSHIP**
  - Contractor is a partnership, and
  - Contractor has no employees, and
  - All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.
- LIMITED LIABILITY COMPANY**
  - Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

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

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

**Signature:** Patrick W. Lawler  
Patrick W. Lawler (Aug 15, 2024 11:29 CDT)

**Email:** pat.lawler@youthvillages.org

**Title:** CEO

**Company:** Youth Villages

**EXHIBIT F**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**EXPENSE REIMBURSEMENT**

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

- A. General Information: All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
  - County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
  - County may approve a form other than the County's Expense Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
  - Personal expenses shall not be authorized at any time.
  - Unless otherwise stipulated, all expenses are included in the total maximum contract amount.
  - Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit B of this Contract.
  - The current approved rates for reimbursement of travel expenses are set forth by the United States General Services Administration ("GSA") and are subject to change accordingly.
  - County shall not reimburse for any expenses related to alcohol consumption or entertainment.
  - Charge slips for gross amounts are not acceptable.
  
- B. Expense Reporting: Contractors must submit expense reports timely and accurately for all expense reimbursements. Such reports must be submitted within sixty (60) days from the date incurred. Untimely expenses may not be reimbursed.
  
- C. Documentation Requirements; Contractors are required to accurately and completely:
  - Include necessary backup data and supporting receipts (see "Receipts" section below).
  - Complete either County's Expense Reimbursement Form (Contact Deschutes County Health Services Contract Specialist for the most current version of the County form) or another form agreeable to both Contractor and County, for all expenses incurred, regardless of method of payment.
  
- D. Receipts: The following are required:
  - Contractor must submit **itemized** receipts.
  - Lodging receipts must be a detailed hotel bill.
  - An air travel receipt should be the passenger copy of the ticket and/or itinerary.
  - Rental vehicle receipt must be the traveler's copy.
  - Original amounts and dates must not be altered. If the original information is incorrect, the discrepancy must be explained.
  - Contractors that have been approved for reimbursement for cell phone expenses must submit the detail summary page for reimbursement.
  
- E. Exceptions: Exceptions from, or deviations to this Exhibit require County's Department Director's prior written approval.
  
- F. Per Diem. Per Diem covers meals, lodging, and incidentals. Mileage allowances cover fuel, and auto operating expenses of a personal vehicle. Per diem payments may never exceed the IRS/U.S. Government approved per diem rates.
  
- G. Air Travel Policy: Contractors are required to:
  - Accept the lowest logical airfare consistent with business needs. However, Contractor may elect to fly non-stop (over a lower-priced, connecting flight) provided the additional cost is less than \$100 per direction, or if the connection would add more than two (2) hours of travel time each way.
  - Use economy/coach class for all domestic flights. However, upgrades are acceptable as long as there is no additional cost to the County.
  - Flight insurance premiums are not reimbursable.

- H. **Vehicle Rental Policy:** When it is necessary to rent a vehicle, the cost of the rental plus tolls, fuel, and parking is reimbursable. The cost of full-size (or smaller) cards will be reimbursed. Upgrade costs for GPS are not reimbursable. If a personal vehicle is used, reimbursement shall be at the GSA's stated mileage rate. Contractors must provide a copy of Automobile Liability Insurance to be reimbursed for mileage.
  - Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
  - To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
  - No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
  
- I. **Lodging Policy:** The daily cost of lodging is a reimbursable expense when away from the normal work place on County business. Such cost includes only the single occupancy room rate and applicable taxes. Charges for hotel amenities are not a reimbursable expense.
  - County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
  - Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
  
- J. **Meals:** Contractor may be reimbursed for the reasonable and actual cost of meals (including tips) subject to the GSA maximum per diem meal allowance.
  - Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this Contract.
  - For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies (most current reimbursement rates may be found online at [https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems\\_report&state=OR&fiscal\\_year=2022&zip=&city=Bend](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=OR&fiscal_year=2022&zip=&city=Bend)):

**M&IE Breakdown**

M&IE Total <sup>1</sup>	Continental Breakfast/ Breakfast <sup>2</sup>	Lunch <sup>2</sup>	Dinner <sup>2</sup>	Incidental Expenses	First & Last Day of Travel <sup>3</sup>
\$59	\$13	\$15	\$26	\$5	\$44.25
\$64	\$14	\$16	\$29	\$5	\$48.00
\$69	\$16	\$17	\$31	\$5	\$51.75
\$74	\$17	\$18	\$34	\$5	\$55.50
\$79	\$18	\$20	\$36	\$5	\$59.25

- Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
    - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
    - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
    - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
  - Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this Contract and shall not exceed those set by the GSA and are subject to change accordingly.
- K. Exceptions.** Contractor shall obtain separate written approval of the County Administrator or Deschutes County Health Services Director for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit G**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**CONFIDENTIALITY AGREEMENT**

**1. INTRODUCTION**

This Confidentiality (the "Agreement") is entered into as of **July 1, 2024** by and between Youth Villages, Inc. ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("Covered Entity").

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

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

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

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

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

**2. DEFINITIONS**

- A. "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Contractor's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. "*Electronic Protected Health Information*" or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. *Health Care Component* means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.
- D. "*Protected Health Information*" or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- E. "*Secretary*" means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- F. "*Services*" means the Services outlined in Exhibit A and Exhibit A-1, provided by Contractor and identified in the Personal Services Contract to which this Exhibit G is attached.

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

3. **AGREEMENT.** Contractor shall:

- A. not use PHI except as necessary to provide the Services.
- B. not disclose PHI to any third party without County's prior written consent.
- C. not use or disclose PHI except as required by law.
- D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- G. promptly report to County any use or disclosure of PHI not permitted by this Agreement of which Contractor becomes aware.
- H. make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County's compliance with HIPAA.
- I. return to County, or destroy, any PHI of County still in Contractor's possession upon conclusion or termination of the Services.
- J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to security and privacy of such information.
- K. make PHI available to County as necessary to satisfy County's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- L. make any amendment(s) to PHI in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526.
- M. to the extent the Contractor is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).
- N. If Contractor (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect Contractor's books and records relating to the use and disclosure of PHI, Contractor, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.
- O. If any part of Contractor's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
  - i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
  - ii. report to County any security incident relating to the EPHI that Contractor maintains for County.

**4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION**

- A. Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Contractor will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after Contractor discovers such HIPAA Breach, unless Contractor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Contractor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Contractor. No later than seven (7) business days following a HIPAA Breach, Contractor shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) Contractor, Contractor will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Contractor has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that Contractor may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Contractor will have a continuing duty to inform County of new information learned by Contractor regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Contractor believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Contractor shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Contractor will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Contractor shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

**5. OTHER PROVISIONS**

- A. A breach under this Agreement shall be deemed to be a material default in Contractor’s agreement with Deschutes County to provide Services.
- B. Contractor authorizes termination of this Agreement by County if County determines Contractor has violated a material term of this Agreement.
- C. Upon conclusion or termination of the Services, Contractor shall promptly return or destroy all PHI that Contractor maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as Contractor retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
- D. To the extent there are any inconsistencies between this Agreement and the terms of any other agreement, either written or oral, between County and Contractor, the terms of this Agreement shall prevail.
- E. Contact Information in the event of HIPAA Data Breach or Termination.

- 1) Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- 2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- 3) Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- 4). Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

<u>To Covered Entity:</u>	<u>Copy to Privacy Officer</u>	<u>To Contractor:</u>
Holly Harris, Deputy Director	Kayla Prisbrey, Privacy Officer	Andrew Grover
Deschutes County Health Services	Deschutes County Health Services	Youth Villages, Inc.
2577 NE Courtney Dr.	2577 NE Courtney Dr.	PO Box 368
Bend, Oregon 97701	Bend, Oregon 97701	Marylhurst, Oregon 97036
Fax No. 541-322-7565	Fax No. 541-322-7565	Fax No.
Holly.harris@deschutes.org	kayla.prisbrey@deschutes.org	Andrew.grover@youthvillages.org

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

**Signature:** Holly Harris  
Holly Harris (Aug 14, 2024 09:19 PDT)  
**Email:** holly.harris@deschutes.org  
**Title:** Behavioral Health Director  
**Company:** Deschutes County Behavioral Health

**Signature:** Patrick W. Lawler  
Patrick W. Lawler (Aug 15, 2024 11:29 CDT)  
**Email:** pat.lawler@youthvillages.org  
**Title:** CEO  
**Company:** Youth Villages



**Exhibit H  
DESCHUTES COUNTY SERVICES CONTRACT  
Contract No. 2024-525**

**Compliance with provisions, requirements of funding source and  
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

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

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
  
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
  
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
  
- 4. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
  
- 5. Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor’s knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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

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

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

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

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

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

- a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a)(68).

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

**13. Agency-Based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.

**14. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

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

- a. Order for Admissions:
  - (1) Pregnant women who inject drugs;
  - (2) Pregnant substance abusers;
  - (3) Other Individuals who inject drugs; and,
  - (4) All others.
- b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:
  - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
  - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
    - (a) Primary medical care, including referral for prenatal care;
    - (b) Pediatric care, including immunizations, for their children;
    - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and childcare.
    - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
    - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

- c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:
  - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services, within 48 hours;
  - (2) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, Contractor must refer the women to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and,
  - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
  
- d. Intravenous Drug Abusers. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:
  - (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
  - (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days.
  - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another provider with treatment capacity, admit the Individual to treatment not later than:
    - (a) 14 calendar days after the request for admission to Contractor is made; or
    - (b) 120 calendar days after the date of such request if no provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request.
    - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
  
- e. Infectious Diseases. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:
  - (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and
  - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
  - (3) For the purposes of (2) above, "tuberculosis services" means:

- (a) Counseling the Individual with respect to tuberculosis;
- (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
- (c) Appropriate treatment services.

- f. OHA Referrals. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. Barriers to Treatment. Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
  - (1) Providing, if needed, hearing impaired or foreign language interpreters.
  - (2) Providing translation of written materials to appropriate language or method of communication.
  - (3) Providing devices that assist in minimizing the impact of the barrier.
  - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. Misrepresentation. Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.
- i. Oregon Residency. Addiction Treatment, Recovery & Prevention, and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. Tobacco Use. If Contractor has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered on the grounds of such facilities.
- k. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

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

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

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

- c. Have income at or below 250% of the Federal Poverty Level.

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

- 17. Community Mental Health Block Grant.** All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 et. seq., and Contractor shall comply with those restrictions.
- 18. Substance Abuse Prevention and Treatment.** To the extent Contractor provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. County may not use funds received under applicable agreement with Oregon Health Authority for inherently religious activities, as described in 45 CFR Part 87.
- 19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 20. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

**Exhibit I**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**CONFLICT OF INTEREST**

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

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
  
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
  
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Patrick W. Lawler  
Patrick W. Lawler (Aug 15, 2024 11:29 CDT)



**Exhibit J**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**REQUIRED PROVIDER CONTRACT PROVISIONS**

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

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

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

- a. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
- b. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
- c. If this Contract requires Contractor to deliver Addiction Treatment, Recovery & Prevention and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services:
  - (1) Provide inpatient hospital services;
  - (2) Make cash payments to intended recipients of health services;
  - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
  - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
  - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
- d. Contractor may expend funds paid to Contractor under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor’s own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

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

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

- b. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain a client records for each client who receives services under this Contract. The client record must contain:
- (1) Client identification;
  - (2) Problem assessment;
  - (3) Services and supports, treatment, training and/or care plan;
  - (4) Medical information when appropriate; and
  - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

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

- e. **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of Individual's information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

#### **Which Behavioral Health Providers are Required to Report in MOTS?**

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

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers;
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

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

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

- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If Contractor does not have access to such alternate formats, then Contractor can request written materials in the Client’s preferred format from OHA.
- b. All written materials related to the services provided to the Client in the Client’s language. If Contractor does not have access to such languages, then Contractor can request written materials in the Client’s language from OHA.
- c. Oral interpretation services related to the services provided to the Client in the Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Contractor shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client’s who are deaf or hard of hearing and whose preferred mode of communication is sign language.

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

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

- a. Client, service, and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit H, Required Federal Terms and Conditions, Section 14, Disclosure.

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

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

- 7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
- 8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
- 9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
- 10. First tier Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J "Provider Insurance Requirements," of the certain 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of 1/1/2024, which Exhibit is incorporated herein by this reference.
- 11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims.
- 12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

**Exhibit K**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2024-525**  
**INFORMATION REQUIRED BY 2 CFR § 200.332**

1. Subrecipient name (which must match the name associated with its unique entity identifier): **Youth Villages**
2. Subrecipient's unique entity identifier: **LJV2D1X7D123**
3. Federal Award Identification Number (FAIN): **H79SM082952**
4. Federal Award Date of award to the recipient by the Federal agency: **7/20/23**
5. Subaward Period of Performance Start and End Date: **7/1/24 – 8/30/24**
6. Subaward Budget Period Start and End Date: **8/31/23-8/30/24**
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$10,250**
8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$10,250**
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$10,250**
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **Deschutes County Comprehensive Community System of Care Expansion of Service for Children with Serious Emotional Disturbances**
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: **SAMHSA; Deschutes County; Cheryl Smallman, Business Officer, HS, [Cheryl.Smallman@deschutes.org](mailto:Cheryl.Smallman@deschutes.org)**
12. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: **93.104 Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED)**
13. Identification of whether the award is R&D: **Not R & D**
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged): **10% de minimis**



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** August 28, 2024

**SUBJECT:** Proclamation: Cascades Futurity Event Days

**RECOMMENDED MOTION:**

Move approval of the proclamation declaring September 5-15, 2024, as “Cascades Futurity Event Days” in Deschutes County.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Cascades Futurity and Aged Events, held at the Deschutes Fair & Expo, include the Way Out West cutting series which highlights top cutting athletes—both human and horse. These teams compete for purses in the Open, Non-Pro, Unlimited Amateur and \$50k Amateur divisions.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Jody Gray and/or Julie Clarke, Cascades Futurity



For Recording Stamp Only

BEFORE THE BOARD OF COMMISSIONERS OF DESCHUTES COUNTY, OREGON

**PROCLAMATION**

**Whereas**, the Cascades Futurity and Aged Event has been a vital part of our community since the first show in 2018; and

**Whereas**, each year, this event fosters increased cultural awareness and appreciation for agriculture and showcases the ability of cutting horses; and

**Whereas**, the event further serves to increase awareness of the Deschutes County Fair & Expo Center and helps to attract new and repeat visitors to our area through tourism and recreation; and

**Whereas**, the Cascades Futurity and Aged Event advances the County’s goal of economic opportunity by sustaining local businesses and realizing an estimated annual economic impact of more than seven million dollars;

**Now, therefore** the Deschutes County Board of Commissioners hereby proclaims September 5-15, 2024 to be

***“Cascades Cutting Horse Futurity Days”***

in Deschutes County, and welcomes all participants and the many partners whose dedication is an essential part of the success of the annual Futurity Event.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2024 by the Deschutes County Board of Commissioners.

\_\_\_\_\_  
Patti Adair, Chair

ATTEST:  
\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Anthony DeBone, Vice Chair

\_\_\_\_\_  
Phil Chang, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 28, 2024

SUBJECT: Public Hearing: Highway 20 Mini-Storage Text Amendment

RECOMMENDED MOTION:

Open the public hearing. Upon conclusion of the staff presentation and public comments, the Board may choose to:

- Hold the oral and written record open and continue the hearing to a date certain
• Close the oral record and hold the written record open to a date certain
• Close both the oral and written record and set a date certain for deliberations
• Close both the oral and written record and begin deliberations

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners will hold a public hearing to gather testimony on a proposal involving an applicant-initiated text amendment to allow mini-storage as a conditional use in certain areas of the MUA-10 zone along Highway 20 (file no. 247-24-000044-TA).

The full record is located on the project page: www.deschutes.org/Hwy20Storage

BUDGET IMPACTS:

None

ATTENDANCE:

Nicole Mardell, AICP, Senior Planner
Will Groves, Planning Manager





**MEMORANDUM**

**TO:** Deschutes County Board of Commissioners (“Board”)

**FROM:** Nicole Mardell, AICP, Senior Planner

**DATE:** August 28, 2024

**SUBJECT:** Public Hearing: Mini-Storage in MUA-10 Zone Adjacent to Hwy 20

The Board will conduct a public hearing to gather testimony on this proposal during the Board’s regularly scheduled meeting on August 28, 2024, in the Barnes and Sawyer Rooms, 1300 NW Wall Street, Bend or virtually via zoom. The proposal is an applicant-initiated legislative amendment. The applicant seeks to allow mini-storage as a conditional use on certain MUA-10 properties adjacent to U.S. Highway 20 (file no. 247-24-000044-TA). There is a separate applicant-initiated text amendment to allow mini-storage along Highway 97, which is not associated with this application.

All record materials can be found on the project website: [www.deschutes.org/Hwy20Storage](http://www.deschutes.org/Hwy20Storage).

**I. PROPOSAL**

In January 2024, Eastside Bend LLC applied for a legislative amendment related to mini-storage in the Multiple Use Agricultural – 10 Acre Minimum (MUA-10) zone. Attached to this memo are the applicant’s proposed amendments (Attachment A), proposed findings (Attachment B), and a map of eligible properties (Attachment C). The applicant proposes to add mini-storage as a conditional use in the zone, if the following siting criteria are met:

- The property is at least 10 acres and no greater than 35 acres (multiple contiguous parcels may be considered in the aggregate to meet the requirements of this section);
- Adjacent to U.S. Highway 20; and
- Within 2,500 feet of an urban growth boundary (UGB).

In addition to these locational criteria, future applications would also need to comply with requirements for 18.128 Conditional Uses, including the general compatibility standards (18.128.015) and specific requirements for mini-storage uses (18.128.300) related to screening, parking, and landscaping (Attachment D). The Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development (DLCD) was sent on April 18, 2024.

**II. BACKGROUND**

Mini-storage is defined in the Deschutes County Code as “commercial development of multiple storage units for rental to the public”.<sup>1</sup> The table below summarizes the existing zones in which the use is allowed and related siting standards or requirements.

Zone	Standards / Requirements
<b>Unincorporated Communities</b>	
Terrebonne Commercial (TeC)	Conditional use, limited to buildings not exceeding 4,000 square feet of floor space with no exterior displays or storage of industrial equipment, vehicles, or products.
Terrebonne Commercial – Rural (TeCR)	Conditional use, limited to buildings not exceeding 10,000 square feet of floor space. Additional compatibility, traffic, and parking requirements. Additional requirements for large scale use if over 4,000 square feet.
Terrebonne Industrial (Tul)	Allowed subject to site plan review, not to exceed 40,000 square feet of floor area. 50-foot setback from residential properties. Maximum 45-foot height adjacent to residential properties. Design and compatibility criteria.
Sunriver Business Park (SUBP)	Conditional use, limited to buildings not exceeding 20,000 square feet of floor area. Additional limitations related to traffic and screening. Additional setbacks required when adjacent to residential uses.
<b>Other Zones</b>	
Rural Commercial (RC)	Conditional use, limited to 2,500 square feet in Spring River, 35,000 square feet in other RC zoned areas. Additional setbacks required when adjacent to farm and forest land.
Rural Industrial (RI)	Conditional use, limited to 7,500 square feet. Requirements related to traffic, parking, ingress/egress, screening, hours of operation. Additional setbacks required when adjacent to residential uses.

With the exception of the Terrebonne Industrial zone, mini-storage is generally allowed through a conditional use permit in Deschutes County and contains zone-specific criteria in addition to the general criteria.

**III. SUMMARY OF TESTIMONY**

Notice of the public hearing was sent to agencies on May 8, 2024 and posted in the Bend Bulletin on May 29 and again on August 14, 2024.. Comments from the following agencies were received:

---

<sup>1</sup> 18.04 Definitions

- Bend Parks and Recreation District: recommended an additional criterion be added to require easements for mapped park and trail projects as part of mini-storage development.
- Oregon Department of Transportation (ODOT): noted that access would need to be addressed at the time of individual property development, if the amendment moved forward. Requested additional transportation analysis and trip generation rates for mini-storage facilities.
- Bend Fire & Rescue: responded to a Commission question regarding existing conditional use standards for access related to mini-storage facilities.

Two public comments were received. Each expressed concern regarding the proposal and compliance with Goal 14, limiting urban uses on rural land. Central Oregon Landwatch raised additional concerns regarding compliance with Comprehensive Plan goals and policies, Statewide Planning Goal 5, and compatibility with the zone’s purpose statement.

The applicant provided additional information during the open record period following the hearing, including a transportation analysis and findings related to issues raised in public comment.

Two comments were submitted after the record had closed and were not considered by the Planning Commission, and are now available in the record for Board consideration. One public comment expressed general opposition to the proposal due to a lack of need and impact on scenic views. An additional agency comment was received from the County’s Senior Transportation Planner and provided context on additional transportation analysis needed prior to development, if the amendment were to move forward.

**IV. PLANNING COMMISSION REVIEW**

Staff presented information on the proposed amendments at a Planning Commission work session on May 23, 2024<sup>2</sup>. The Planning Commission held a public hearing on June 13<sup>3</sup> and left the written record open until June 20 at 4:00 p.m. The Planning Commission held deliberations on July 25<sup>4</sup>, ultimately recommending denial of the proposal with three (3) Commissioners voting to deny and two (2) Commissioners voting to approve the proposal.

Commissioners in opposition to the proposal expressed the following concerns:

- There is not a compelling reason that rural residents need additional storage for personal belongings or equipment, as they already have larger lot sizes.
- Development in close proximity to the urban growth boundary (UGB) would encourage use by city residents and could contribute to sprawl or leapfrog development.
- The proposal is not consistent with the purpose of the MUA-10 zone, which promotes residential uses and preservation of open space.
- The proposal would negatively impact the scenic resource along Highway 20.

<sup>2</sup> <https://www.deschutes.org/bc-pc/page/planning-commission-48>

<sup>3</sup> <https://www.deschutes.org/bc-pc/page/planning-commission-49>

<sup>4</sup> <https://www.deschutes.org/bc-pc/page/planning-commission-55>

Commissioners in support of the proposal expressed the following benefits of the proposal:

- Minor traffic and visual impacts as noted in the application materials.
- Provides a transition between urban development in the UGB and rural development
- There is ambiguity in case law on this topic, but the use is already allowed in other rural zones.
- Would serve the community as not many zones allow for mini-storage and supply is low.

A similar application, related to mini-storage along Highway 97, received a recommendation of approval by the Planning Commission at their August 8, 2024 meeting with a vote of 4-0. The Planning Commission requested that staff note this decision to the Board, as the members in attendance at each meeting varied.

**V. NEXT STEPS**

At the conclusion of the public hearing, the Board can choose one of the following options:

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain;
- Close the hearing and commence deliberations; or
- Close the hearing and schedule deliberations for a date and time to be determined.

Attachments:

- A. Proposed Text Amendments
- B. Proposed Finding
- C. Eligible Property Map
- D. Conditional Use Standards

## Attachment A: Proposed Text Amendments

### Chapter 18.32 Multiple Use Agricultural Zoen; MUA

#### 18.32.030 Conditional Uses Permitted

The following uses may be allowed subject to DCC 18.128:

- A. Public use.
- B. Semipublic use.
- C. Commercial activities in conjunction with farm use. The commercial activity shall be associated with a farm use occurring on the parcel where the commercial use is proposed. The commercial activity may use, process, store or market farm products produced in Deschutes County or an adjoining County.
- D. Dude ranch.
- E. Kennel and/or veterinary clinic.
- F. Guest house.
- G. Manufactured home as a secondary accessory farm dwelling, subject to the requirements set forth in DCC 18.116.070.
- H. Exploration for minerals.
- I. Private parks, playgrounds, hunting and fishing preserves, campgrounds, motorcycle tracks and other recreational uses.
- J. Personal use landing strip for airplanes and helicopter pads, including associated hangar, maintenance and service facilities. No aircraft may be based on a personal use landing strip other than those owned or controlled by the owner of the airstrip. Exceptions to the activities permitted under this definition may be granted through waiver action by the Aeronautics Division in specific instances. A personal use landing strip lawfully existing as of September 1, 1975, shall continue to be permitted subject to any applicable regulations of the Aeronautics Division.
- K. Golf courses.
- L. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
- M. A facility for primary processing of forest products, provided that such facility is found to not seriously interfere with accepted farming practices and is compatible with farm uses described in ORS 215.203(2). Such a facility may be approved for a one year period which is renewable. These facilities are intended to be only portable or temporary in nature. The primary processing of a forest product, as used in DCC 18.32.030, means the use of a portable chipper or stud mill or other similar method of initial treatment of a forest product in order to enable its shipment to market. Forest products, as used in DCC 18.32.030, means timber grown upon a parcel of land or contiguous land where the primary processing facility is located.
- N. Destination resorts.
- O. Planned developments.
- P. Cluster developments.
- Q. A disposal site which includes a land disposal site for which they Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.
- R. Time share unit or the creation thereof.
- S. Hydroelectric facility, subject to DCC 18.116.130 and 18.128.260.

- T. Storage, crushing and processing of minerals, including the processing of aggregate into asphaltic concrete or Portland cement concrete, when such uses are in conjunction with the maintenance or construction of public roads or highways.
- U. Bed and breakfast inn.
- V. Excavation, grading and fill and removal within the bed and banks of a stream or river or in a wetland subject to DCC 18.120.050 and 18.128.270.
- W. Religious institutions or assemblies, subject to DCC 18.124 and 18.128.080.
- X. Private or public schools, including all buildings essential to the operation of such a school.
- Y. Utility facility necessary to serve the area subject to the provisions of DCC 18.124.
- Z. Cemetery, mausoleum or crematorium.
- AA. Commercial horse stables.
- AB. Horse events, including associated structures, not allowed as a permitted use in this zone.
- AC. Manufactured home park or recreational vehicle park on a parcel in use as a manufactured home park or recreational vehicle park prior to the adoption of PL 15 in 1979 and being operated as of June 12, 1996, as a manufactured home park or recreational vehicle park, including any expansion of such uses on the same parcel, as configured on June 12, 1996.
- AE. A new manufactured home/recreational vehicle park, subject to Oregon Administrative Rules 660-004-0040(8)(g) that:
  - a. Is on property adjacent to an existing manufactured home/recreational vehicle park;
  - b. Is adjacent to the City of Bend Urban Growth Boundary; and
  - c. Has no more than 10 dwelling units.
- AE. The full or partial conversion from a manufactured home park or recreational vehicle park described in DCC 18.32.030 (CC) to a manufactured home park or recreational vehicle park on the same parcel, as configured on June 12 1996.
- AF. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
- AG. Guest lodge.
- AH. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.
- AI. Mini-storage facilities, including watercraft, and RV storage. Mini-storage facilities are allowed on parcels that are:
  - a. Within 2,500 feet of an urban growth boundary;
  - b. Adjacent to U.S. Highway 20; and
  - a-c. A minimum of 10 acres in size and not to exceed 35 acres in size. Multiple contiguous parcels may be considered in the aggregate to meet the requirements of this section.

HISTORY

- Adopted by Ord. [PL-15](#) on 11/1/1979*
- Amended by Ord. [80-206](#) §3 on 10/13/1980*
- Amended by Ord. [83-033](#) §2 on 6/15/1983*
- Amended by Ord. [86-018](#) §7 on 6/30/1986*
- Amended by Ord. [90-014](#) §§27 and 35 on 7/12/1990*
- Amended by Ord. [91-002](#) §7 on 2/6/1991*

- Amended by Ord. [91-005](#) §§19 and 20 on 3/4/1991
- Amended by Ord. [91-020](#) §1 on 5/29/1991
- Amended by Ord. [91-038](#) §1 on 9/30/1991
- Amended by Ord. [92-055](#) §2 on 8/17/1992
- Amended by Ord. [93-043](#) §§4A and B on 8/25/1993
- Amended by Ord. [94-008](#) §11 on 6/8/1994
- Amended by Ord. [94-053](#) §2 on 12/7/1994
- Amended by Ord. [96-038](#) §1 on 6/12/1996
- Amended by Ord. [97-017](#) §2 on 3/12/1997
- Amended by Ord. [97-029](#) §2 on 5/14/1997
- Amended by Ord. [97-063](#) §3 on 11/12/1997
- Amended by Ord. [2001-016](#) §2 on 3/28/2001
- Amended by Ord. [2001-039](#) §2 on 12/12/2001
- Amended by Ord. [2004-002](#) §4 on 4/28/2004
- Amended by Ord. [2009-018](#) §1 on 11/5/2009
- Amended by Ord. [2015-002](#) §1 on 7/8/2015
- Amended by Ord. [2016-015](#) §3 on 7/1/2016
- Amended by Ord. [2020-001](#) §4 on 4/21/2020
- Amended by Ord. [2021-004](#) §2 on 5/27/2021
- Amended by Ord. [2021-013](#) §5 on 4/5/2022
- Amended by Ord. [2023-001](#) §4 on 5/30/2023
- Amended by Ord. [xxxx-xxx](#) §x on x/xx/xxxx

# **MUA Zone Text Amendment for Mini-Storage Uses**

Deschutes County, Oregon

## **A Land Use Application For: Legislative Text Amendment to the Deschutes County Code**

Applicant:

### **Eastside Bend LLC**

721 South Brea Canyon Road, Suite 7  
Diamond Bar, California 91789

Prepared by:



963 SW Simpson Avenue; Suite 200  
Bend, Oregon 97702

Submitted: January 23, 2024  
Revised: April 11, 2024

DOWL #2481.16033.01



PAGE INTENTIONALLY LEFT BLANK

# Table of Contents

**1.0 Introduction ..... 4**

**2.0 Project Summary ..... 5**  
 PROJECT DESCRIPTION..... 5

**3.0 Proposed Revisions to Deschutes County Code ..... 6**  
*18.32.030 CONDITIONAL USES PERMITTED..... 6*

**4.0 Compliance with the Deschutes County Code ..... 8**  
*TITLE 18 COUNTY ZONING ..... 8*  
*TITLE 22 DESCHUTES COUNTY DEVELOPMENT PROCEDURES ORDINANCE..... 10*

**5.0 Compliance with the Deschutes County Comprehensive Plan... 13**  
*CHAPTER 1: COMPREHENSIVE PLANNING ..... 13*  
*CHAPTER 3: RURAL GROWTH..... 13*  
*CHAPTER 4: URBAN GROWTH MANAGEMENT ..... 14*

**6.0 Compliance with the Oregon Statewide Planning Goals ..... 15**  
*GOAL 1: CITIZEN INVOLVEMENT ..... 15*  
*GOAL 2: LAND USE PLANNING ..... 15*  
*GOAL 3: AGRICULTURAL LANDS ..... 15*  
*GOAL 4: FOREST LANDS ..... 15*  
*GOAL 5: OPEN SPACES, SCENIC AND HISTORIC AREAS, AND NATURAL RESOURCES..... 16*  
*GOAL 6: AIR, WATER AND LAND RESOURCE QUALITY..... 16*  
*GOAL 7: AREAS SUBJECT TO NATURAL DISASTERS AND HAZARDS ..... 16*  
*GOAL 8: RECREATIONAL NEEDS ..... 17*  
*GOAL 9: ECONOMIC DEVELOPMENT ..... 17*  
*GOAL 10: HOUSING ..... 17*  
*GOAL 11: PUBLIC FACILITIES AND SERVICES..... 17*  
*GOAL 12: TRANSPORTATION ..... 17*  
*GOAL 13: ENERGY CONSERVATION..... 18*  
*GOAL 14: URBANIZATION ..... 18*

**7.0 Conclusion..... 19**

## Exhibits

- A. Application Form
- B. Goal 5 ESEE Analysis

# 1.0 Introduction

---

- Applicant & Owner:** **Eastside Bend LLC**  
721 South Brea Canyon Road, Suite 7  
Diamond Bar, California 91789
- Planner:** **DOWL**  
309 SW 6<sup>th</sup> Avenue; Suite 700  
Portland, OR 97204  
Contact: Matthew Robinson  
Phone: 971.229.8318  
Email: [mrobinson@dowl.com](mailto:mrobinson@dowl.com)
- Legal Counsel:** **Francis Hansen & Martin**  
1148 NW Hill Street  
Bend, OR 97703  
Contact: Michael McGean  
Phone: 541.389.5010  
Email: [michael@francishansen.com](mailto:michael@francishansen.com)
- Zoning:** Text Amendment to Conditionally Permitted Uses  
in the Multiple Use Agriculture (MUA) Zone

## 2.0 Project Summary

### Project Description

Eastside Bend LLC (applicant) is proposing a legislative amendment to Title 18, Chapter 18.32 (Multiple Use Agricultural Zone; MUA) of the Deschutes County Code (DCC) that would designate mini-storage uses, including watercraft and RV storage, as a conditionally allowed use within the Multiple Use Agricultural Zone (MUA). The proposed text amendment would have the effect of allowing mini-storage on parcels that are:

- Zoned MUA;
- At least 10 acres in size and no greater than 35 acres in size;
- Adjacent to U.S Hwy 20; and
- Within 2,500 feet of an urban growth boundary (UGB).

The allowance of mini-storage supports the County’s rural residents by providing opportunities to store personal property, including equipment, recreational vehicles, and boats. Further, other Deschutes County (County) zones already allow mini-storage, such as the Rural Industrial (R-I) zone, which is another zone intended to serve rural communities. The proposed text amendment will limit mini-storage to parcels in the MUA zone that are in close proximity to existing UGBs and adjacent to U.S. Hwy 20, thereby promoting an orderly and efficient transition from rural to urban land uses. Finally, by subjecting mini-storage uses to the conditional use process, it can be ensured that these facilities are designed and developed to be compatible with the rural character of the County while simultaneously providing economic benefit to the community.

Given the proposed mini-storage use would be allowed on parcels adjacent to U.S. Hwy 20, the use would be subject to DCC 18.84, Landscape Management Combining Zone (LM), which applies to all areas within one-fourth mile of the centerline of roads identified as landscape management corridors in the Deschutes County Comprehensive Plan (Comprehensive Plan), which includes U.S. Hwy 20. Per DCC 18.84.010, the purpose of the LM zone is to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams. Per Table 5.5.1 within Section 5.5 of Comprehensive Plan, Goal 5 Inventory for Open Spaces, Scenic Views and Sites, all land within one-quarter mile of the centerline of U.S. Hwy 20 is subject to the LM zone and is an inventoried Goal 5 resource. Given this proposed text amendment requires a post-acknowledgement plan amendment (PAPA), which could have the effect of allowing a new use (mini-storage) that could be conflicting with a Goal 5 resource, the applicant has prepared an Environmental, Social, Economic and Energy (ESEE) analysis that evaluates the tradeoffs with fully prohibiting, limiting, or allowing the conflicting use. The applicant’s Goal 5 ESEE analysis is included as Exhibit B with this application in support of the proposed text amendment.

An application form signed by the applicant is included as Exhibit A with this application. This document serves as the applicant’s burden of proof, and demonstrates compliance and consistency with applicable provisions of the DCC, goals and policies of the Deschutes County Comprehensive Plan, as well as the Statewide Planning Goals. The appropriate filing fee will be provided upon this application’s submittal.

### 3.0 Proposed Revisions to Deschutes County Code

The following revisions to the DCC are proposed. New text is indicated in **bold and underlined type**. No text is proposed to be deleted.

\* \* \*

#### *18.32.030 Conditional Uses Permitted*

The following uses may be allowed subject to DCC 18.128:

- A. Public use.
- B. Semipublic use.
- C. Commercial activities in conjunction with farm use. The commercial activity shall be associated with a farm use occurring on the parcel where the commercial use is proposed. The commercial activity may use, process, store or market farm products produced in Deschutes County or an adjoining County.
- D. Dude ranch.
- E. Kennel and/or veterinary clinic.
- F. Guest house.
- G. Manufactured home as a secondary accessory farm dwelling, subject to the requirements set forth in DCC 18.116.070.
- H. Exploration for minerals.
- I. Private parks, playgrounds, hunting and fishing preserves, campgrounds, motorcycle tracks and other recreational uses.
- J. Personal use landing strip for airplanes and helicopter pads, including associated hangar, maintenance and service facilities. No aircraft may be based on a personal use landing strip other than those owned or controlled by the owner of the airstrip. Exceptions to the activities permitted under this definition may be granted through waiver action by the Aeronautics Division in specific instances. A personal use landing strip lawfully existing as of September 1, 1975, shall continue to be permitted subject to any applicable regulations of the Aeronautics Division.
- K. Golf courses.
- L. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
- M. A facility for primary processing of forest products, provided that such facility is found to not seriously interfere with accepted farming practices and is compatible with farm uses described in ORS 215.203(2). Such a facility may be approved for a one year period which is renewable. These facilities are intended to be only portable or temporary in nature. The primary processing of a forest product, as used in DCC 18.32.030, means the use of a portable chipper or stud mill or other similar method of initial treatment of a forest product in order to enable its shipment to market. Forest products, as used in DCC 18.32.030, means timber grown upon a parcel of land or contiguous land where the primary processing facility is located.
- N. Destination resorts.
- O. Planned developments.
- P. Cluster developments.

- Q. A disposal site which includes a land disposal site for which they Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.
- R. Time share unit or the creation thereof.
- S. Hydroelectric facility, subject to DCC 18.116.130 and 18.128.260.
- T. Storage, crushing and processing of minerals, including the processing of aggregate into asphaltic concrete or Portland cement concrete, when such uses are in conjunction with the maintenance or construction of public roads or highways.
- U. Bed and breakfast inn.
- V. Excavation, grading and fill and removal within the bed and banks of a stream or river or in a wetland subject to DCC 18.120.050 and 18.128.270.
- W. Religious institutions or assemblies, subject to DCC 18.124 and 18.128.080.
- X. Private or public schools, including all buildings essential to the operation of such a school.
- Y. Utility facility necessary to serve the area subject to the provisions of DCC 18.124.
- Z. Cemetery, mausoleum or crematorium.
- AA. Commercial horse stables.
- AB. Horse events, including associated structures, not allowed as a permitted use in this zone.
- AC. Manufactured home park or recreational vehicle park on a parcel in use as a manufactured home park or recreational vehicle park prior to the adoption of PL 15 in 1979 and being operated as of June 12, 1996, as a manufactured home park or recreational vehicle park, including any expansion of such uses on the same parcel, as configured on June 12, 1996.
- AD. A new manufactured home/recreational vehicle park, subject to Oregon Administrative Rules 660-004-0040(8)(G) that:
  - 1. Is on property adjacent to an existing manufactured home/recreational vehicle park;
  - 2. Is adjacent to the City of Bend Urban Growth Boundary; and
  - 3. Has more than 10 dwelling units.
- AE. The full or partial conversion from a manufactured home park or recreational vehicle park described in DCC 18.32.030 (CC) to a manufactured home park or recreational vehicle park on the same parcel, as configured on June 12 1996.
- AF. Wireless telecommunication facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
- AG. Guest lodge.
- AH. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.
- AI. Mini-storage facilities, including watercraft, and RV storage. Mini-storage facilities are allowed on parcels that are:**
  - 1. **Within 2,500 feet of an urban growth boundary;**
  - 2. **Adjacent to U.S. Highway 20; and**
  - 3. **A minimum of 10 acres in size and not to exceed 35 acres in size. Multiple contiguous parcels may be considered in the aggregate to meet the requirements of this section.**

## 4.0 Compliance with the Deschutes County Code

Applicable provisions of the DCC are set forth below with findings demonstrating consistency of the proposed text amendment with these provisions.

### Title 18 County Zoning

#### Chapter 18.32 Multiple Use Agricultural Zone; MUA

##### 18.32.010 Purpose

*The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use.*

**Response:** Stated plainly, the intent of the MUA zone is to preserve the rural character of Deschutes County while still permitting development that is consistent with that character and within the capacity of the land. The MUA zone is not a resource zone but is considered exception land, which is intended to allow for other types of uses rather than just resource-oriented uses (such as agricultural operations or timber harvesting)<sup>1</sup>. This is exemplified through the number of non-resource related uses permitted within the MUA zone per DCC 18.32.020 and 18.32.030, including:

- Public and semipublic uses (such as libraries or governmental administration buildings, for example);
- Private and public schools;
- Kennels and/or veterinary clinics; and
- Religious institutions.

These uses are not resource related, but are still integral to rural communities and the livability of Deschutes County’s rural areas, and have been shown to be able to be constructed within MUA zoned lands in a manner that is consistent with and complimentary to the desired rural character of the County. Similarly, mini-storage is needed for rural residents who do not have options to meet storage needs within their own properties, or cannot afford to construct their own on-site storage shed/building. The allowance of mini-storage supports rural residents by providing opportunities to store personal property, including equipment, recreational vehicles, and watercraft, for example. Creating greater opportunities for mini-storage facilities can also support Deschutes County’s numerous recreational amenities given their ability to accommodate recreational equipment for use at these amenities. Outdoor recreation is an essential component of Deschutes County’s economy and livability, and the proposal allows a recreation-supportive use that is compatible with the County’s rural character.

Additionally, mini-storage would only be allowed as a conditional use, subject to the conditional use review procedure per DCC 18.128 and the mini-storage specific standards

<sup>1</sup> See *Moody v. Deschutes County*, 220 Or LUBA, 3 n.1 (1992).  
<https://www.oregon.gov/luba/Docs/Opinions/1992/01-92/91169.pdf>

per DCC 18.128.300, which provides the review authority additional discretion in their review to apply conditions of approval on a mini-storage use that is sensitive to specific site conditions and adjacent development patterns. Given this use would also be limited to parcels adjacent to U.S. Hwy 20, it would also be subject to the LM zone per DCC 18.84, including the use limitations per DCC 18.84.050, design review standards per DCC 18.84.080, and setback requirements per DCC 18.84.090, all of which help ensure compatibility between site design and the scenic viewsheds and natural landscapes the LM zone is intending to preserve. Together, the conditional use and LM zone standards, in conjunction with the County’s site plan review process per DCC 18.124, ensure that any mini-storage facilities can be developed in a manner that is consciousness of the carrying capacity of the land, any on-site natural and scenic resources, as well as adjacent development patterns and land uses.

For these reasons, the proposed mini-storage use is consistent with the purpose statement of the MUA zone above.

**Chapter 18.136 Amendments**

**18.136.010 Amendments**

***DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi judicial map amendment shall be accomplished by filing an application on forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.***

**Response:** The applicant is proposing a legislative text amendment to DCC 18.32.030, Conditional Uses Permitted, in order to allow mini-storage as a conditional use in the MUA zone. The applicant is not proposing a quasi-judicial map amendment, as the proposed text amendment will not alter the County’s zoning or comprehensive plan map(s). Because a legislative amendment is proposed, the provisions per DCC 22.12 are applicable, and hearings before the Deschutes County Planning Commission and Board of County Commissioners are required. A signed application form is included with this application as Exhibit A and the appropriate filing fee will be provided upon submittal of this application.

**18.136.020 Rezoning Standards**

***The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are: [...]***

**Response:** The applicant is proposing a legislative text amendment to DCC 18.32.030, Conditional Uses Permitted, in order to allow mini-storage as a conditional use in the MUA zone. The applicant is not proposing a quasi-judicial map amendment, as the proposed text amendment will not alter the County’s zoning map. The provisions of this section are not applicable.

**18.136.030 Resolution of Intent To Rezone [...]**

**Response:** The applicant is proposing a legislative text amendment to DCC 18.32.030, Conditional Uses Permitted, in order to allow mini-storage as a conditional use in the MUA zone. The applicant is not proposing a quasi-judicial map amendment, as the proposed text amendment will not alter the County’s zoning map. The provisions of this section are not applicable.

**18.136.040 Record of Amendments**

***All amendments to the text or map of DCC Title 18 shall be filed with the County Clerk.***



**Response:** If approved, the adopted text amendment will be filed with the Deschutes County Clerk as required.

**Chapter 18.140 Administrative Provisions**

**18.140.070 Filing Fees**

**An application required by DCC Title 18 shall be accompanied by a filing fee in the amount set by order of the Board of County Commissioners.**

**Response:** An application form signed by the applicant is included with this application as Exhibit A. The appropriate filing fee will be provided with the submittal of this application.

**Title 22 Deschutes County Development Procedures Ordinance**

**Chapter 22.08 General Provisions**

**22.08.005 Pre-Application Conference**

**A pre-application conference is encouraged for complex applications or for applicants who are unfamiliar with the land use process. The purpose of the conference shall be to acquaint the applicant with the substantive and procedural requirements of the applicable land use ordinances, to provide for an exchange of information regarding applicable requirements of the comprehensive plan, zoning ordinance or land division ordinance and to identify issues likely to arise in processing an application. The applicable zoning ordinance may require that a preapplication conference be held for particular types of applications.**

**Response:** DCC 18.136 does not identify that a pre-application conference is required prior to submittal of text amendment applications and the applicant did not hold a pre-application conference.

**22.08.010 Application Requirements**

**B. Applications for development or land use actions shall:**

- 1. Be submitted by the property owner or a person who has written authorization from the property owner as defined herein to make the application;**

**Response:** The proposed legislative text amendment is not specific to any single property as development is not proposed. An application form signed by the applicant is included with this application as Exhibit A.

- 2. Be completed on a form prescribed by the Planning Director;**

**Response:** An application form provided by the Deschutes County Community Development Department, and signed by the applicant, is included with this application as Exhibit A.

- 3. Include supporting information required by the zoning ordinance and that information necessary to demonstrate compliance with applicable criteria; and**

**Response:** This document serves as the applicant’s burden of proof and demonstrates that the applicable regulations and policies governing the approvability of this request are met. An application form signed by the applicant is included with this application as Exhibit A, as required by this ordinance.

- 4. Be accompanied by the appropriate filing fee, unless such fees are waived by the Board of County Commissioners.**

**Response:** The appropriate filing fee will be provided upon submittal of this application.

- 5. **Include an affidavit attesting to the fact that the notice has been posted on the property in accordance with DCC 22.24.030(B).**

**Response:** The proposed legislative text amendment is subject to and will follow the public notice requirements of DCC 22.12.020. Per DCC 22.12.020(B), posted notice may be required at the planning director’s discretion.

**C. The following applications are not subject to the ownership requirement set forth in DCC 22.08.010(B)(1):**

- 1. **Applications submitted by or on behalf of a public entity or public utility having the power of eminent domain with respect to the property subject to the application; or**
- 2. **Applications for development proposals sited on lands owned by the state or the federal government.**

**Response:** This application is not being submitted by or on behalf of a public entity or public utility and no development is proposed on lands owned by the state or federal government.

**D. A deposit for hearings officers’ fees may be requested at any time prior to the application being deemed complete and, if the application is heard by a hearings officer, the applicant will be responsible for the actual costs of the hearings officer.**

**Response:** Per DCC 22.12.040 this legislative text amendment is subject to hearings before the Deschutes County Planning Commission and Board of County Commissioners. As a hearing before a hearings officer is not required, this provision is not applicable.

**Chapter 22.12 Legislative Procedures**

**22.12.010 Hearing Required**

**No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.**

**Response:** The proposed legislative text amendment will be reviewed by both the Planning Commission and Board of County Commissioners as required by this provision.

**22.12.020 Notice**

**A. Published Notice.**

- 1. **Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.**
- 2. **The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.**

**B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.**

**C. Individual Notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.**

**D. Media Notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.**

**Response:** The proposed legislative text amendment will be noticed as required by the provisions of this section. Posted notice and individual notice will be provided if determined to be necessary by the planning director.

It is the applicant's position that because the proposed legislative text amendment does not apply to any specific property, individual notice per paragraph C above is not required for this application. Because this is an application for a legislative text amendment, not an action to amend an existing comprehensive plan or any element thereof, or adopt a new comprehensive plan, Oregon Revised Statutes (ORS) 215.203 (Measure 56 notice) is not applicable (see ORS 215.203(3)). Therefore, no property will have to be rezoned in order to comply with the proposed amendment to DCC 18.32.030 if any adopting ordinance is approved.

**22.12.030 Initiative of Legislative Changes**

***A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of Commissioners or the Planning Commission.***

**Response:** An application form signed by the applicant is included with this application as Exhibit A. The appropriate filing fee will be provided upon this application's submittal.

**22.12.040 Hearings Body**

***A. The following shall serve as hearings or review body for legislative changes in this order:***

- 1. The Planning Commission.***
- 2. The Board of County Commissioners.***

**Response:** The proposed legislative text amendment will be reviewed by both the Planning Commission and Board of County Commissioners as required by this provision.

***B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

**Response:** This legislative text amendment is being initiated by an individual, not the Board of County Commissioners. This provision is not applicable.

**22.12.050 Final Decision**

***All legislative changes shall be adopted by ordinance.***

**Response:** If approved, the proposed legislative text amendment will be adopted by ordinance as required.

## 5.0 Compliance with the Deschutes County Comprehensive Plan

The goals and policies of the Deschutes County Comprehensive Plan that are applicable to the proposed text amendment are listed below with applicant findings demonstrating the proposal’s consistency with these goals and policies.

### Chapter 1: Comprehensive Planning

#### Section 1.3 Land Use Planning Policies

**Goal 1: Maintain an open and public land use process in which decisions are based on the objective evaluation of facts.**

**Policy 1.3.3: Involve the public when amending County Code.**

**Response:** The proposed legislative text amendment will comply with the provisions of DCC 22.12, which requires public notice of the proposal and hearings before the Deschutes County Planning Commission and Board of County Commissioners. Public hearings and notice will provide opportunities for members of the public to engage with the review bodies and provide input and testimony on the proposed text amendment in support of this goal and policy.

### Chapter 3: Rural Growth

#### Section 3.4 Rural Economic Policies

**Goal 1: Maintain a stable rural economy, compatible with rural lifestyles and a health environment.**

**Policy 3.4.1: Promote rural economic initiatives, including home-based businesses, that maintain the integrity of the rural character and natural environment.**

- a. **Review land use regulations to identify legal and appropriate rural economic development opportunities.**

**Response:** The proposed legislative text amendment is consistent with the County’s intent to review land use regulations and identify legal and appropriate rural economic development opportunities. The applicant’s proposal provides a new rural economic development opportunity within specific and targeted areas of the MUA zone. By requiring approval of a conditional use permit for the proposed mini-storage use, it can be ensured that the integrity of the rural character and natural environment is maintained. As the mini-storage use is considered commercial development that will require on-site parking, site plan review is also required per DCC 18.124.030(B)(3), which will further ensure that proposed mini-storage facilities are designed and constructed in a manner that’s compatible with adjacent development patterns and uses.

As identified in Section 3.0 of this narrative, the proposed amendment restricts the development of mini-storage facilities to parcels that are a minimum of 10 acres in size, adjacent to U.S. Hwy 20, and in close proximity to existing UGBs. These proposed parameters will also help maintain the integrity of the rural character and natural environment within the MUA zone in support of this goal and policy.

**Policy 3.4.2: Work with stakeholders to promote new recreational and tourist initiatives that maintain the integrity of the natural environment.**

**Response:** Allowing mini-storage facilities as a conditional use in limited areas of the MUA zone will support new and existing recreational and tourism areas, such as the Prineville Reservoir and the Deschutes National Forest, by providing facilities for the storage of recreational equipment, including boats and recreational vehicles. By providing dedicated storage

facilities, the proposed text amendment supports this policy by reducing the visual impacts of vehicles and equipment parked and stored in residential or public spaces and limiting the possibility that toxic fluids from these vehicles and equipment could inadvertently leak into the natural environment.

***Policy 3.4.7: Within the parameters of State land use regulations, permit limited local-service commercial uses in higher-density rural communities.***

**Response:** The proposed legislative text amendment supports this policy by allowing a new local-serving commercial mini-storage use in higher-density rural communities when also in close proximity to established UGBs and U.S. Hwy 20.

**Section 3.5 Natural Hazard Policies**

***Goal 1: Protect people, property, infrastructure, the economy and the environment from natural hazards.***

**Response:** Allowing mini-storage facilities in rural areas that are in close proximity to existing UGBs and adjacent to U.S. Hwy 20 supports this goal by providing opportunities for the public to store their property in safe and secure facilities that are inherently less likely to be affected by natural hazards due to their proximity to urban-level services provided within established and nearby UGBs. In addition, having mini-storage facilities in close proximity to U.S. Hwy 20 will offer residents a means to quickly gather critical necessities that might be needed in response to natural hazards.

**Section 3.6 Public Facilities and Services Policies**

***Goal 1: Support the orderly, efficient and cost-effective siting of rural public facilities and services.***

***Policy 3.6.8: Coordinate with rural service districts and providers to ensure new development is reviewed with consideration of service districts and providers needs and capabilities.***

***Policy 3.6.9: New development shall address impacts on existing facilities and plans through the land use entitlement process.***

**Response:** The proposed legislative text amendment is consistent with these policies because mini-storage facilities would be subject to the conditional use criteria of DCC 18.128 as well as the site plan review standards of DCC 18.124, which will ensure that public facilities, including utilities and transportation facilities, can be adequately provided to the facility and that any disproportionate impacts are adequately mitigated.

**Chapter 4: Urban Growth Management**

**Section 4.2 Urbanization Policies**

***Goal 1: Coordinate with cities, special districts and stakeholders to support urban growth boundaries and urban reserve areas that provide an orderly and efficient transition between urban and rural lands.***

**Response:** The proposed legislative text amendment would allow mini-storage facilities as a conditional use in limited areas of the MUA zone that must be within 2,500 feet of an established UGB. Geographic proximity to UGBs will contribute to the orderly and efficient transition between urban and rural lands, and their resulting development patterns, because storage facilities can be used for the storage of personal property (such as boats and recreational vehicles), which will promote rural recreation while limiting the non-farm commercial use of rural lands (such as for the storage of such equipment).

## 6.0 Compliance with the Oregon Statewide Planning Goals

The applicable Statewide Planning Goals are set forth below with findings demonstrating the proposal's consistency with each Goal. Goals 15 through 19 are not applicable to the proposed text amendment.

### **Goal 1: Citizen Involvement**

*To ensure opportunities for citizens to be involved in the development of public policies and all phases of the planning process.*

**Response:** The proposed legislative text amendment will comply with the provisions of DCC 22.12, which requires public notice of the proposal and hearings before the Deschutes County Planning Commission and Board of County Commissioners. Public hearings and notice will provide opportunities for members of the public to engage with the review bodies and provide input and testimony on the proposed text amendment consistent with Goal 1.

### **Goal 2: Land Use Planning**

*To maintain a transparent land use planning process in which decisions are based on factual information and reviewed in accordance with implementing ordinances.*

**Response:** Applicable provisions of the DCC, goals and policies of the Deschutes County Comprehensive Plan, and the Statewide Planning Goals are addressed throughout this narrative, demonstrating consistency of the proposed mini-storage use with the purpose of the MUA zone. This proposal will be reviewed by both the Deschutes County Planning Commission and the Board of County Commissions, ensuring a transparent land use planning process with ample opportunities for public comment and input in support of Goal 2.

### **Goal 3: Agricultural Lands**

*To preserve and maintain agricultural lands.*

**Response:** This application is for a legislative text amendment to the DCC. As such, it is not proposing to rezone agricultural lands or otherwise impact the County's supply of land available for agricultural purposes. Further, the MUA zone is not an exclusive farm use zone, it is considered exception land, which is intended to allow for other types of uses than just agricultural ones<sup>2</sup>. Rather, the purpose of the MUA zone per DCC 18.32.010 is to "preserve the rural character of various areas of the County while permitting development consistent with that character..." As demonstrated through this narrative, by allowing mini-storage facilities as a conditional use, it can be ensured that the rural character of the MUA zone and the County at large is maintained. Goal 3 is met.

### **Goal 4: Forest Lands**

*To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.*

**Response:** This application is for a legislative text amendment to the DCC within the MUA zone. It is not proposing to rezone or alter the County's supply of forest resource lands. Goal 4 is met.

<sup>2</sup> See *Moody v. Deschutes County*, 220 Or LUBA, 3 n.1 (1992).  
<https://www.oregon.gov/luba/Docs/Opinions/1992/01-92/91169.pdf>

**Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources**

**To protect natural resources and conserve scenic and historic areas and open spaces.**

**Response:** The proposed new mini-storage use would be allowed on certain parcels adjacent to U.S. Hwy 20, which would be subject to the LM zone, which applies to all areas within one-fourth mile of the centerline of roads identified as landscape management corridors in the County’s Comprehensive Plan. Per DCC 18.84.010, the purpose of the LM zone is to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams. Per Table 5.5.1 within Section 5.5 of Comprehensive Plan, Goal 5 Inventory for Open Spaces, Scenic Views and Sites, all land within one-quarter mile of the centerline of U.S. Hwy 20 is subject to the LM zone and is an inventoried Goal 5 resource.

Because the proposed text amendment to DCC 18.32 requires a PAPA, which would have the effect of allowing a new use (mini-storage) that could be conflicting with a Goal 5 resource within the County’s acknowledged Goal 5 inventory, Oregon Administrative Rule (OAR) 660-023-0250 requires an ESEE analysis for the proposed mini-storage use. The applicant has prepared a Goal 5 ESEE analysis in support of the proposed text amendment, which is included with this application as Exhibit B. The following is excerpted from the Goal 5 ESEE analysis’ conclusion:

*“This analysis concludes that limiting the conflicting use would result in the most positive consequences of the three decision scenarios. A decision to limit the new mini-storage use would avoid many of the negative consequences attributed to either allowing or prohibiting the conflicting use. The LM zone’s application of use limitations per DCC 18.84.050, design review standards per DCC 18.84.080, and setback requirements per DCC 18.84.090 all help ensure compatibility between site design and the scenic viewsheds and natural landscapes the LM zone is intending to preserve. Further, the mini-storage use would only be allowed conditionally, subject to the conditional use review procedure per DCC 18.128 and the mini-storage specific standards per DCC 18.128.300, which provides the review authority additional discretion in their review to apply conditions of approval on a mini-storage use that is sensitive to specific site conditions and adjacent development patterns. For the reasons concluded through this ESEE analysis, limiting the conflicting use is recommended for the proposed zoning text amendment.”*

For the reasons concluded within the ESEE analysis, the applicant has demonstrated that the proposed mini-storage use can be allowed in a limited manner, subject to the development standards and provisions of the LM zone within DCC 18.84. Goal 5 is met.

**Goal 6: Air, Water and Land Resource Quality**

**To maintain and improve the quality of air, land, and water resources consistent with state and federal regulations.**

**Response:** This application is for a legislative text amendment to the DCC within the MUA zone and impacts to air, water and land resource quality are not proposed. Goal 6 is met.

**Goal 7: Areas Subject to Natural Disasters and Hazards**

**To protect people and property from natural hazards.**

**Response:** Allowing mini-storage facilities in rural areas that are in close proximity to existing UGBs and adjacent to U.S. Hwy 20 supports Goal 7 by providing opportunities for the public to

store their property in safe and secure facilities that are inherently less likely to be affected by natural hazards due to their proximity to urban-level services. In addition, having mini-storage facilities in close proximity to U.S. Hwy 20 will offer residents a means to quickly gather critical necessities that might be needed in response to natural hazards.

**Goal 8: Recreational Needs**

***To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.***

**Response:** Allowing mini-storage facilities as a conditional use in limited areas of the MUA zone will support new and existing recreational areas, such as the Prineville Reservoir and the Deschutes National Forest, by providing facilities for the storage of recreational equipment, including boats and recreational vehicles, in support of Goal 8.

**Goal 9: Economic Development**

***To inventory commercial and industrial lands, identify future demand, and plan for ways to meet that demand.***

**Response:** The proposed legislative text amendment supports Goal 9 because it will have the effect of allowing new and varied economic activity within the MUA zone that will allow the general public additional economic and business opportunities.

**Goal 10: Housing**

***To provide for the housing needs of citizens of the state.***

**Response:** This application is for a legislative next amendment to the DCC within the MUA zone and will have no impact on the County or state’s ability to provide for the housing needs of the state’s citizens.

**Goal 11: Public Facilities and Services**

***To plan, develop, and maintain public facilities and services that serve the needs of the community in an orderly and efficient manner.***

**Response:** This application is for a legislative text amendment to the DCC within the MUA zone and will have no direct impact on public facilities or services. However, by permitting mini-storage facilities only through a conditional use permit process and also requiring site plan review, it can be ensured that adequate public facilities and services are available to serve future mini-storage facilities, and that any disproportionate impacts are adequately mitigated. Goal 11 is met.

**Goal 12: Transportation**

***To provide and encourage a safe, convenient and economic transportation system.***

**Response:** This application is for a legislative text amendment to the DCC within the MUA zone and will have no direct impact on the County or state transportation system. However, by permitting mini-storage facilities through a conditional use permit process and subject to site plan review standards, it can be ensured that adequate transportation connections to mini-storage sites are provided and that any disproportionate impacts to the transportation system are adequately mitigated. Further, by limiting mini-storage facilities in the MUA zone to parcels that are in close proximity to UGBs and adjacent to U.S. Hwy 20, the proposal ensures that these facilities are provided convenient access to the County’s residents. Goal 12 is met.



**Goal 13: Energy Conservation**

*To conserve energy.*

**Response:** This application is for a legislative amendment to the DCC within the MUA zone and will have no direct impact on energy conservation efforts. By subjecting mini-storage uses to the conditional use process, it can be ensured that these facilities are developed and designed with best practices, including energy efficient design standards. Goal 13 is met.

**Goal 14: Urbanization**

*To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.*

**Response:** Goal 14 is intended to regulate the conversion of rural lands to urban-level uses in order to help ensure efficient use of land and livable communities. The proposed legislative text amendment is not proposing to amend any UGBs within the County or otherwise convert rural lands to urban uses. The proposal would allow mini-storage as a conditional use and, as a narrowly defined use, would limit the proliferation of such uses in a manner that would conflict with Goal 14.

Further, the allowance of mini-storage supports rural residents by providing opportunities to store personal property, including equipment, recreational vehicles, and boats. In addition, other County zones already allow mini-storage, such as the R-I zone, another zone intended to serve rural communities, which tends to indicate that it is at least a compatible use in an urban to rural transition zone. The proposed text amendment will limit the potential location of mini-storage to parcels in the MUA zone that are in close proximity to existing UGBs and adjacent to U.S. Hwy 20, thereby limiting the potential for “leapfrog” development and ensuring that any new mini-storage uses will occur in close proximity to the UGB from which any future expansion would occur. Further, by subjecting mini-storage uses to the conditional use process, it can be ensured that these facilities are developed and designed to be compatible with the rural character of the County.

The question whether a given use is urban or rural depends on the factors identified in *Shaffer v. Jackson County*, 17 Or LUBA 922 (1989)<sup>3</sup>. Those factors include whether the use (1) employs a small number of workers; (2) is significantly dependent on a site-specific resource and there is a practical necessity to site the use near the resource; (3) is a type of use typically located in rural areas; and (4) does not require public facilities or services.

The first factor here would be met because the proposed mini-storage facility would employ a very small number of workers—with at most one or two single regular on-site employees during limited hours of operation.

The second factor is satisfied by the site-specific dependency on U.S. Hwy 20 East and the rural and recreational resources east of Bend. As the site will naturally attract and provide storage for boats, RVs, off-road vehicles and other recreational equipment there is a practical necessity to site the storage facility in the particular area where Bend transitions to those larger rural areas with many residents. By contrast, this is not a mini-storage use that is proposed to be located directly between two nearby cities with evidence of

<sup>3</sup> <https://www.oregon.gov/luba/Docs/Opinions/1989/07-89/89015.pdf>

operational characteristics demonstrating the facility was serving primarily urban residents, as in *Friends of Yamhill County v. Yamhill Co.*, 49 Or LUBA 529, 538 (2005)<sup>4</sup>.

The third factor would also appear to be satisfied, as mini-storage facilities tend to be located in both rural and urban areas alike, and are indeed conditionally permitted uses in the Rural Industrial (RI) zone as discussed above. See DCC 18.100.020(M). The nature of the proposed use is not inherently “urban” in the sense that rural users have the need for self-storage, as discussed above generally with respect to the purposes of the MUA zone.

Finally, the fourth factor is satisfied, because the use is not reliant upon and does not require the extension of public facilities or services like water or sewer.

These factors are not conclusive or determinative, but are considered together. *Columbia Riverkeeper v. Columbia County*, 70 Or. LUBA 171, 211 (2014)<sup>5</sup>. When these factors are considered together, they do not suggest that the proposed use is any more “urban” in character rather than “rural.”

Under these circumstances, Goal 14 is met.

## 7.0 Conclusion

As evidenced through this narrative and associated documents, the applicant’s proposed text amendment to the Deschutes County Code is consistent with the applicable local and state policies and regulations governing the allowance of this request. Therefore, the applicant respectfully requests Deschutes County approval of this application.

<sup>4</sup> <https://www.oregon.gov/luba/Docs/Opinions/2005/06-05/05057.pdf>

<sup>5</sup> <https://www.oregon.gov/luba/Docs/Opinions/2014/08-14/14017.pdf>

# MUA ZONE TEXT AMENDMENT FOR MINI-STORAGE USES

Deschutes County, Oregon

## Environmental, Social, Economic and Energy (ESEE) Analysis

Prepared for:

**Eastside Bend LLC**

721 South Brea Canyon Road, Suite 7  
Diamond Bar, California 91789

Prepared by:



963 SW Simpson Avenue; Suite 200  
Bend, Oregon 97702

Submitted: April 11, 2024

DOWL #2481.16033.01

PAGE INTENTIONALLY LEFT BLANK

# TABLE OF CONTENTS

**1.0 INTRODUCTION..... 5**

1.1 OVERVIEW OF REQUEST & PROJECT DESCRIPTION ..... 5

1.2 DESCRIPTION OF THE CONFLICTING USE ..... 5

**2.0 ESEE ANALYSIS..... 6**

2.1 ESEE ANALYSIS REQUIREMENTS..... 6

2.2 EXISTING LOCAL PROTECTIONS..... 7

2.3 ESEE ANALYSIS AREA DESCRIPTION ..... 7

**3.0 SITE SPECIFIC ESEE ANALYSIS ..... 9**

3.1 ECONOMIC CONSEQUENCES ..... 9

3.2 SOCIAL CONSEQUENCES ..... 11

3.3 ENVIRONMENTAL CONSEQUENCES ..... 12

3.4 ENERGY CONSEQUENCES..... 12

3.5 CONCLUSION..... 13

# LIST OF FIGURES

Figure 1: Affected Parcels (ESEE Analysis Area) ..... 8

# ACRONYMS & ABBREVIATIONS

COID	Central Oregon Irrigation District
County	Deschutes County
DCC	Deschutes County Code
DLCD	Oregon Department of Land Conservation and Development
DOWL	DOWL, LLC
ESEE	Economic, Social, Environmental and Energy
GIS	Geographic Information System
HWY 20	U.S. Highway 20 (Central Oregon Highway)
LCDC	Land Conservation and Development Commission
LM	Landscape Management Combining Zone
LUBA	Oregon Land Use Board of Appeals
MUA	Multiple Use Agricultural Zone
OAR	Oregon Administrative Rules
ODOT	Oregon Department of Transportation
ORS	Oregon Revised Statutes
PAPA	Post-Acknowledgement Plan Amendment
ROW	Right-of-Way
RV	Recreational Vehicle
SF	Square Feet
UGB	Urban Growth Boundary

# 1.0 INTRODUCTION

## 1.1 Overview of Request & Project Description

Eastside Bend LLC (applicant) is proposing a legislative amendment to Title 18, Chapter 18.32 (Multiple Use Agricultural Zone; MUA) of the Deschutes County Code (DCC) that would designate mini-storage uses, including watercraft and RV storage, as a conditionally allowed use within the Multiple Use Agricultural Zone (MUA). The proposed text amendment would have the effect of allowing mini-storage on parcels that are:

- Zoned MUA;
- At least 10 acres in size and no greater than 35 acres in size;
- Adjacent to U.S Hwy 20; and
- Within 2,500 feet of an urban growth boundary (UGB).

Given the proposed use would be allowed on certain parcels adjacent to U.S. Hwy 20, the use would be subject to DCC 18.84, Landscape Management Combining Zone (LM), which applies to all areas within one-fourth mile of the centerline of roads identified as landscape management corridors in the Deschutes County Comprehensive Plan (Comprehensive Plan). Per DCC 18.84.010, the purpose of the LM zone is to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams. Per Table 5.5.1 within Section 5.5 of Comprehensive Plan, Goal 5 Inventory for Open Spaces, Scenic Views and Sites, all land within one-quarter mile of the centerline of U.S. Hwy 20 is subject to the LM zone and is an inventoried Goal 5 resource.

Because the proposed legislative amendment to DCC 18.32 requires a post-acknowledgement plan amendment (PAPA), which would have the effect of allowing a new use (mini-storage) that could be conflicting with a Goal 5 resource on the County’s acknowledged Goal 5 inventory (scenic views from U.S. Hwy 20), Oregon Administrative Rule (OAR) 660-023-0250 requires an Environmental, Social, Economic and Energy (ESEE) analysis for the proposed mini-storage use.

In 1992, Deschutes County prepared an ESEE analysis for scenic resources, including for scenic viewsheds and natural landscapes, and implemented the LM zone, which is intended to limit “conflicting uses” while still allowing development to occur (Ordinance 92-052). While more specific regulations of the LM zone are discussed in Section 2.2 of this document, it is important to note that the LM zone provides a maximum building height of 30-feet to help preserve scenic viewsheds from the highway. Additionally, many of the allowed uses within the MUA zone per DCC 18.32.020 and 18.32.030 are of a similar size and scale as a mini-storage facility, such as public/semipublic uses (such as libraries or governmental administrative buildings), public and private schools, or veterinary clinics, demonstrating that the proposed mini-storage use is not a departure from the size and scale of development already allowed within the MUA and LM zones<sup>1</sup>.

## 1.2 Description of the Conflicting Use

The Oregon Department of Land Conservation and Development (DLCD) administers Statewide Planning Goal 5 Administrative Rule (OAR) 660-023-000, which states that the purpose of Goal 5 is “...to conserve and protect significant Goal 5 natural resources.”

Goal 5 Administrative Rule OAR 660-0023-0230(1) identifies Goal 5 scenic views and sites as lands “that are valued for their aesthetic appearance”. The Goal 5 ESEE analysis describes the economic, social, environmental, and energy consequences of allowing, limiting, or prohibiting a new use that could conflict with the previously documented and protected scenic views from U.S. Hwy 20.

Goal 5 Administrative Rule OAR 660-023-0010 defines “conflicting use” as follows:

<sup>1</sup> Per DCC 18.84.030, uses permitted in the underlying zone are also permitted in the LM zone.

(b) “Conflicting use” is a land use, or other activity reasonably and customarily subject to land use regulations, that could adversely affect a significant Goal 5 resource (except as provided in OAR 660-023-0180(1)(b)). Local governments are not required to regard agricultural practices as conflicting uses.

Goal 5 Administrative Rule (OAR 660-023-0040) describes how conflicting uses are identified:

(2) Identify conflicting uses. Local governments shall identify conflicting uses that exist, or could occur, with regard to significant Goal 5 resource sites. To identify these uses, local governments shall examine land uses allowed outright or conditionally within the zones applied to the resource site and in its impact area. Local governments are not required to consider allowed uses that would be unlikely to occur in the impact area because existing permanent uses occupy the site. The following shall also apply in the identification of conflicting uses:

(a) If no uses conflict with a significant resource site, acknowledged policies and land use regulations may be considered sufficient to protect the resource site. The determination that there are no conflicting uses must be based on the applicable zoning rather than ownership of the site. (therefore, public ownership of a site does not by itself support a conclusion that there are no conflicting uses.)

(b) A local government may determine that one or more significant Goal 5 resource sites are conflicting uses, with another significant resource site. The local government shall determine the level of protection for each significant site using the ESEE process and/or the requirements in OAR 660-023-0090 through 660-023-0230 (see OAR 660-023-0020(1)).

For this ESEE analysis, the conflicting use is the proposed mini-storage use within the MUA zone for certain parcels situated along U.S. Hwy 20. Due to the location of the LM zone along U.S. Hwy 20, which is intended to “maintain and enhance scenic vistas and natural landscapes as screen from designated roads, rivers, or streams”, the new mini-storage use could conflict with this Goal 5 resource and an ESEE analysis is required.

## 2.0 ESEE ANALYSIS

### 2.1 ESEE Analysis Requirements

This ESEE analysis is based on a proposed new mini-storage use within the MUA zone for certain parcels adjacent to U.S. Hwy 20, which could be conflicting with scenic viewsheds and natural landscapes viewed from the highway, which are an inventoried Goal 5 resource within the Deschutes County Comprehensive Plan. The County’s LM zone per DCC 18.84 is intended to allow development within the LM zone in a way that is compatible with preserving these views and existing landscapes.

An ESEE analysis evaluates the trade-offs associated with different levels of resource protection. As required by the Goal 5 Rule, the evaluation process identifies the consequences of allowing, limiting, or prohibiting conflicting uses in areas containing significant resources, including scenic views. Pursuant to the Goal 5 Rule, OAR 660-023-0040, the ESEE analysis requires the following steps:

1. Identify the conflicting uses;
2. Determine the impact area;
3. Analyze the ESEE consequences of the conflicting use; and
4. Develop a program to achieve Goal 5

For the purpose of this ESEE analysis, the conflicting use is the proposed mini-storage use within the MUA zone for certain parcels adjacent to Hwy 20 that are subject to the LM zone, as discussed in Section 1.1. The impact area for this ESEE analysis consists of the parcels the proposed text amendment would affect (also referred to as the “affected parcels” within this document), which have been identified using geographic information systems (GIS), and are described in more detail in



Section 2.3 of this document. An ESEE consequences analysis for the impact area is provided in Section 3.0 of this document. As described in Section 2.2 below, Deschutes County already maintains a program for achieving Goal 5 specific to the scenic views and natural landscapes viewed from U.S. Hwy 20, which are an inventoried Goal 5 resource within Deschutes County and are protected through the establishment of the LM zone.

**2.2 Existing Local Protections**

As previously discussed, the proposed new mini-storage use within the MUA zone would be allowed on certain parcels adjacent to U.S. Hwy 20, which would be subject to the County’s LM zone, which is intended to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic viewsheds and natural landscapes as seen from designated roads, rivers, or streams (including U.S. Hwy 20). The LM zone was established as a result of an ESEE analysis prepared by Deschutes County in 1992 for scenic resources, including for scenic viewsheds and natural landscapes (Ordinance 92-052). The LM zone is intended to limit conflicting uses while still allowing development to occur.

Within the LM zone, uses permitted in the underlying zone (either outright or conditionally) are permitted within the LM zone, subject to use limitations per DCC 18.84.050, design review standards per DCC 18.84.080, and setback requirements per DCC 18.84.090. These standards and requirements are intended to allow development to occur while ensuring compatibility and preservation of scenic vistas and natural landscapes viewed from the highway in compliance with Goal 5. Notably, the LM zone limits building heights to 30-feet, which largely ensures scenic viewsheds can be preserved when viewed from a designated road (such as U.S. Hwy 20). Additionally, many of the allowed uses within the MUA zone per DCC 18.32.020 and 18.32.030 are of a similar size and scale as a mini-storage facility, such as public/semipublic uses (such as libraries or governmental administrative buildings), public and private schools, or veterinary clinics, demonstrating that the proposed mini-storage use is not a departure from the size and scale of development already allowed within the MUA and LM zones. The LM zone also gives the review authority discretion to require certain improvements or modifications to protect views through site design, such as supplemental landscaping for screening, as well as specification of certain building materials and colors, depending on the development proposed and the location of the development site. This discretion further ensures compatibility with scenic vistas and natural landscapes viewed from U.S. Hwy 20.

The proposed new mini-storage use would also only be allowed conditionally, subject to the conditional use review procedure per DCC 18.128 and the mini-storage specific standards per DCC 18.128.300. The County’s conditional use process provides the review authority with ample discretion in their review of a proposed use to ensure that it remains compatible with adjacent development and uses through consideration of site, design and operating characteristics of the proposed use, adequacy of transportation access to the development site, and the natural and physical characteristics of the site.

Lastly, any development within the MUA zone would also be subject to the MUA zone development standards per DCC 18.32, unless superseded by the LM zone or through a condition of approval applied through the conditional use review process. Any development proposed that includes buildings, parking or site grading would also be subject to the County’s site plan review process per DCC 18.124.

**2.3 ESEE Analysis Area Description**

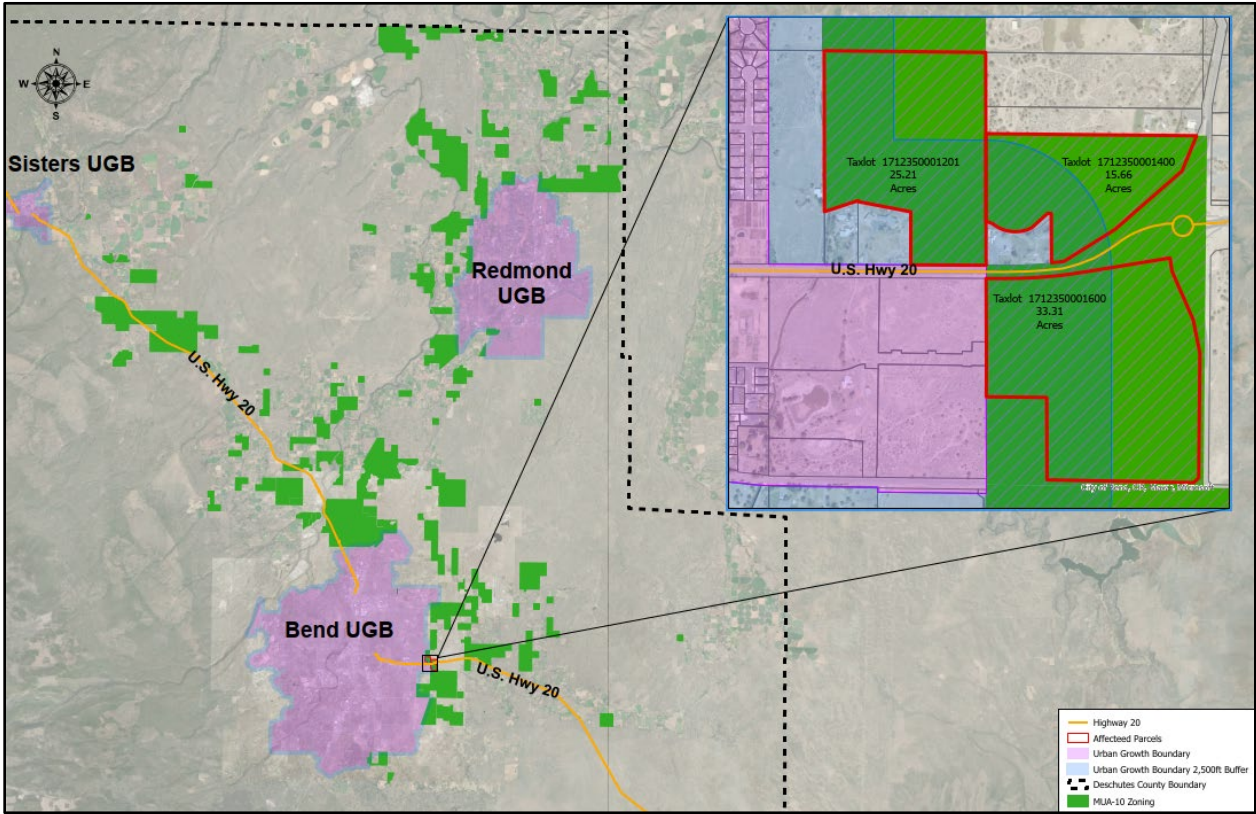
As described in Section 1.1, the new proposed mini-storage use would only be allowed on parcels that meet the following requirements:

- Zoned MUA;
- At least 10 acres in size and no greater than 35 acres in size;
- Adjacent to U.S Hwy 20; and
- Within 2,500 feet of an urban growth boundary (UGB).

Through a GIS analysis of Deschutes County’s zoning and tax lot data, it was determined that the proposed mini-storage use would only affect three parcels, all generally located between Hamby Road/Ward Road

on the east and the Bend UGB on the west. These parcels are identified as tax lots 1712350001201, 1712350001600 and 1712350001400 and are shown on Figure 1 below. U.S. Hwy 20 only traverses through two UGBs, Bend and Sisters, and there are no MUA-zoned lands adjacent to the Sisters UGB. While there are ample MUA-zoned lands immediately north of the Bend UGB along U.S. Hwy 20 (Bend-Sisters Highway), there are no parcels that also meet the acreage size requirements and minimum distance from the UGB to qualify for the proposed new mini-storage use. For the purpose of this ESEE analysis and the consideration of a new conflicting use, the ESEE analysis impact area is limited to the portions of tax lots 1712350001201, 1712350001600 and 1712350001400 within the LM zone and their associated natural landscapes and scenic views.

Figure 1: Affected Parcels (ESEE Analysis Area)



2.3.1. Existing Conditions

The three affected parcels are located just east of the Bend UGB. This location is optimal for the storage of boats, RVs and recreational equipment as it is along the travel route to vast public lands and lakes to the east providing recreational opportunities, as well as the eastern route around the City to connect to North Hwy 97. This location provides the opportunity for local residents to store large recreational vehicles and equipment along two major transportation corridors to recreational opportunities, thereby decreasing vehicle miles traveled and carbon emissions.

The three affected parcels are all zoned MUA on the County’s zoning map. Adjacent zoning designations include Urbanizable Area Reserve (UAR10) to the west, Exclusive Farm Use – Tumalo/Redmond/Bend Subzone (EFUTRB) to the south and east, land within the Bend UGB (but outside Bend city-limits) zoned Standard Density Residential (RS) to the south and west, and additional MUA zoned land to the south.

All three affected parcels are currently vacant and relatively flat, with elevations varying by approximately 10 feet across each parcel. A Central Oregon Irrigation District (COID) canal lateral crosses tax lots 1712350001400 and 1712350001201 generally flowing east to west. Vegetation within each parcel is relatively sparse, consisting of vegetation typical of Central Oregon such as sagebrush, bitterbrush and

scattered juniper trees. Vegetation along each parcel’s frontage with U.S. Hwy 20 is mostly limited to scrub and taller grasses. An overhead power and communication line runs along the frontage of tax lot 1712350001600 on the south side of U.S. Hwy 20.

Views from U.S Hwy 20 to the north are limited as terrain begins to gently slope upward, but Cline Butte is occasionally visible on clear days. Additionally, the recent construction of a roundabout at U.S. Hwy 20’s intersection with Hamby Road and Ward Road, and the resulting grade changes, have further reduced views across tax lot 1712350001400 to the north when travelling on the highway. Views from U.S. Hwy 20 to the south are more prominent, with Paulina Peak partially visible, with the aforementioned overhead power and communication lines partially obscuring this viewshed. Views from U.S. Hwy 20 heading westbound (toward Bend) include the high Cascades, including Mount Bachelor and South Sister. Views from U.S. Hwy 20 heading eastbound (toward Burns) are limited, largely due to the new roundabout. Immediately adjacent rural residential development (on tax lots 1712350001205, 1712350001100 and 1712350001401) obscure views from U.S. Hwy 20 to the north depending on the vantage point.

**2.3.2. Site Alterations**

Specific site alterations on the three subject parcels are not proposed at this time. This ESEE analysis is limited to evaluating a new proposed use (mini-storage) that could be conflicting with scenic viewsheds and natural landscapes viewed from U.S. Hwy 20. As discussed in Section 2.2, if the new mini-storage use text amendment is approved, any new development eventually proposed would be subject to the County’s land use review process and numerous development regulations intended to ensure compatibility with scenic views and natural landscapes through the implementation and application of the LM zone to new development on parcels subject to the LM zone.

**3.0 SITE SPECIFIC ESEE ANALYSIS**

An ESEE analysis describes the economic, social, environmental, and energy consequences of allowing, limiting, or prohibiting a possible conflicting use with an inventoried Goal 5 resource. For the purpose of this ESEE analysis, the conflicting use is the new proposed mini-storage use within the MUA zone for certain parcels along U.S. Hwy 20, which would be subject to the County’s LM zone, which is intended to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic viewsheds and natural landscapes as seen from designated roads, rivers or streams (including U.S. Hwy 20). For the purpose of this analysis, “allow”, “limit”, and “prohibit” are defined as follows:

**Allow Conflicting Uses:** “Allowing” the conflicting use means that Deschutes County is not applying additional protections to Significant Goal 5 scenic resources beyond baseline protection provided by other, non-Goal-5 local, state, and/or federal requirements.

**Limit Conflicting Uses:** “Limiting” conflicting uses strikes a balance between completely developing Significant Goal 5 resources and completely protecting them. This alternative involves developing lands in ways that minimize negative environmental and economic tradeoffs, supporting the development goals embodied in local and regional land use plans, and protecting the most important Goal 5 Significant scenic resources. In 1992, Deschutes County prepared an ESEE analysis for scenic resources, including for scenic viewsheds and natural landscapes, and implemented the LM zone, which is intended to limit conflicting uses while still allowing development to occur (Ordinance 92-052). Limiting the conflicting use, in this case, would mean applying the standards and regulations of the LM zone to the new mini-storage use.

**Prohibiting Conflicting Uses:** “Prohibiting” conflicting uses would prevent development actions that conflict with, or degrade, Significant Goal 5 resources. This scenario emphasizes resource protection. Protection measures would exceed baseline protections provided by other local, state, and/or federal requirements.

**3.1 Economic Consequences**

The following describes the economic consequences for each of the three protection scenarios.

**3.1.1. Prohibiting Conflicting Use (Full Protection)**

The consequences of prohibiting the conflicting use would be mixed. The consequences for the scenic views and existing natural landscapes could be positive if the affected parcels were not otherwise developed under available permitted or conditionally permitted use development allowances within the MUA zone. The visual quality of the ESEE analysis area could be maintained, potentially maximizing preservation of each parcel’s visual qualities. As noted in in the County’s original ESEE analysis for scenic resources (Ordinance 92-052), “*maintaining or enhancing visual quality makes the county a more attractive place to visit, thereby attracting more visitors and inducing people to stay longer*”. It should be noted that the vegetation on the affected parcels within the LM zone is already limited as discussed in Section 2.3.1, and viewsheds to the north and south are minimal and already reduced through adjacent rural residential development and overhead utilities along the highway’s south frontage. Views to the west toward the high Cascades would not be impacted by development of the affected parcels.

The economic consequences related to prohibiting the mini-storage use would be negative. A new use and development opportunity would not be permissible, limiting the creation of additional job opportunities, and positive economic activity would not be generated through mini-storage development. Prohibiting the use could mean fewer storage opportunities for the Deschutes County community, and rural residents in close proximity to the affected parcels would have to travel further to other mini-storage facilities located within UGBs, such as Bend. Full protection would also completely limit vegetation removal, minimizing development potential of a parcel and/or increasing costs to develop, leading to design requirements such as longer driveways or access roads in order to access areas of a development site beyond the LM zone.

**3.1.2. Limit Conflicting Use (Limited Protection)**

Limiting the conflicting use through the application of the LM zone, thereby helping to ensure any future development on the affected parcels is subject to the use and development regulations of the LM zone per DCC18.84, such as height limitations, would allow the conflicting use to occur in a manner that is sensitive to the scenic viewsheds and natural landscapes. Limiting the use while still allowing development to occur would have generally positive economic consequences. A new use and development opportunity would be allowed, which could create additional job opportunities for the County’s residents and generate positive economic activity. The creation of new mini-storage uses would provide a necessary service in closer proximity to rural residents and limit the need to drive into Bend for a similar storage need.

Similarly, limiting the conflicting use in a manner that is sensitive to scenic views and natural landscapes helps to maintain the visual quality of Deschutes County, ensuring that Deschutes County is an attractive place to visit, and as noted in the County’s 1992 ESEE analysis, enticing more visitors which can generate positive economic activity in the County. As discussed in Section 2.2, the LM zone’s application of use limitations per DCC 18.84.050, design review standards per DCC 18.84.080, and setback requirements per DCC 18.84.090 all help ensure compatibility between site design and the scenic viewsheds and natural landscapes the LM zone is intending to preserve. Notably, the LM zone limits building heights to 30-feet, which largely ensures scenic viewsheds can be preserved when viewed from a designated road (such as U.S. Hwy 20). Further, the mini-storage use would only be allowed conditionally, subject to the conditional use review procedure per DCC 18.128 and the mini-storage specific standards per DCC 18.128.300, which provides the review authority additional discretion in their review to apply conditions of approval on a mini-storage use that is sensitive to specific site conditions and adjacent development patterns.

**3.1.3. Allow Conflicting Use (No Protection)**

The consequence of allowing the conflicting use without any protections would be mixed. The consequences for the affected parcel’s natural landscapes and the viewsheds from U.S. Hwy 20 would be negative. Future mini-storage use development, without limitations, could significantly impact viewsheds and remove all existing natural vegetation, which would diminish the affected parcel’s visual quality and could reduce the County’s attractiveness to new business interests and tourists. The economic consequences related to allowing the new mini-storage use would be positive, given one of the affected parcels could develop without concern for scenic viewsheds or existing natural landscapes, helping to ensure the economic benefits stated above in Section 3.1.2, including potential job creation and positive economic activity.

### 3.2 Social Consequences

The following describes the social consequences for each of the three protection scenarios.

#### 3.2.1. Prohibiting Conflicting Use (Full Protection)

The consequences of prohibiting the conflicting use would be mixed. The consequences for the scenic views and natural landscapes could be positive if the affected parcels were not otherwise developed under available permitted or conditionally permitted use development allowances within the MUA zone. The visual quality of the affected parcels could be maintained and natural landscapes could be preserved. As discussed in the County’s 1992 ESEE analysis, maintaining the County’s visual quality enhances the livability of Deschutes County. As Deschutes County continues to urbanize, primarily through growth within the Bend and Redmond UGBs, maintaining scenic quality in the County’s rural areas will remain important. However, as mentioned, the vegetation on the affected parcels within the LM zone is already limited, and viewsheds to the north and south are minimal and already reduced through existing rural residential development and overhead utilities. Views to the west toward the high Cascades would not be impacted by development of the affected parcels.

The social consequences related to prohibiting the mini-storage use would be negative. An additional employment opportunity would not be created and additional storage opportunities for County residents would not be possible. Deschutes County is a destination for outdoor recreation, with many County residents, as well as visitors, utilizing the extensive public lands and waterways for sport and leisure. Many County residents rely on storage facilities to store recreational equipment, vehicles and watercraft, and prohibiting the mini-storage use would limit options for mini-storage facilities outside of UGBs, requiring rural residents to drive further to meet this need, which could limit the County’s livability potential.

#### 3.2.2. Limit Conflicting Use (Limited Protection)

Limiting the conflicting use through the application of the LM zone, thereby helping to ensure any future development on the affected parcels is subject to the use and development regulations of the LM zone per DCC 18.84, would allow the conflicting use to occur in a manner that is sensitive to the scenic viewsheds and natural landscapes. Limiting the use while still allowing development to occur would have generally positive social consequences. A new use and development opportunity would be allowed, creating additional employment and storage opportunities for the County’s residents. Given the importance of outdoor recreation to the social fabric of Deschutes County, providing opportunities for residents to store recreational equipment, vehicles and watercraft for personal use in locations in the County more proximal to the outdoor recreation uses would be beneficial to the County’s livability. Further, providing mini-storage uses in closer proximity to rural residents limits the need to drive further into UGBs for this service, allowing rural residents to spend more time on other pursuits, which could further increase livability for residents.

Limiting the conflicting use in a manner that is sensitive to scenic views and natural landscapes will also help preserve and maintain the visual quality of Deschutes County, further enhancing the County’s livability. As mentioned in Section 3.2.1, maintaining the County’s visual quality in rural areas will remain important as the County continues to urbanize and grow within UGBs. The use limitations and development standards applied through the LM zone, such as a maximum building height of 30-feet, can help to ensure that any future development for mini-storage uses on the affected parcels is done in a manner that is considerate of scenic viewsheds and natural landscapes, and the conditional use review procedure provides the review authority with additional discretion that can ensure compatibility with specific site conditions and adjacent development patterns.

#### 3.2.3. Allow Conflicting Use (No Protection)

The consequences of allowing the conflicting use without any protections would be mixed. The consequences for the affected parcel’s natural landscapes and the viewsheds from U.S. Hwy 20 would be negative. Future mini-storage development, without limitations, could completely block viewsheds and remove all existing natural vegetation, which would diminish the affected parcel’s visual quality, thereby reducing Deschutes County’s overall scenic and visual quality. The consequences related to allowing the new mini-storage use would be positive, as stated above in Section 3.2.2, including potential job creation

and additional opportunities for storage in support of Deschutes County’s recreational opportunities, which is integral aspect of the County’s livability.

**3.3 Environmental Consequences**

The following describes the environmental consequences for each of the three protection scenarios.

**3.3.1. Prohibiting Conflicting Use (Full Protection)**

The consequences of prohibiting the conflicting use would be mixed. The consequences for the scenic views and existing natural landscapes could be positive if the affected parcels were not otherwise developed under available permitted or conditionally permitted use development allowances within the MUA zone. Existing landscapes and natural vegetation could be maintained, including existing trees and underbrush, which may provide habitat qualities. Existing vegetation also helps prevent erosion. The scenic qualities of the affected parcels could also be maintained, although scenic qualities do not necessarily provide environmental benefit. As mentioned, existing vegetation within the affected parcels is already limited, and adjacent rural residential development, as well as U.S. Hwy 20 itself, may limit the functional values of any habitat areas within the affected parcels.

The environmental consequences related to prohibiting the mini-storage use could be negative due to the fact that the proposed text amendment would allow the development of mini-storage facilities in closer proximity to rural residents. This proximity to rural residential areas could reduce drive times, thereby reducing carbon emissions for local business and residents who wish to utilize these facilities, given they would not have to drive to a UGB to meet this need.

**3.3.2. Limit Conflicting Use (Limited Protection)**

Limiting the conflicting use through the application of the LM zone, thereby helping to ensure any future development on the affected parcels is subject to the use and development regulations of the LM zone per DCC18.84, would allow the conflicting use to occur in a manner that is sensitive to the subject parcel’s existing natural vegetation and any habitat qualities this vegetation provides. In addition, a new use and development opportunity would be allowed. The creation of additional mini-storage facilities in closer proximity to rural residents, as well as public lands that offer recreational amenities, could reduce drive times and carbon emissions as rural residents would no longer have to drive to a UGB to utilize these services. The LM zone use limitations and development standards would apply, helping to ensure compatibility between site design and scenic viewsheds and natural landscapes that the LM zone is intending to preserve, as discussed in Section 3.1.2. Notably, the LM zone limits building heights to 30-feet, which largely ensures scenic viewsheds can be preserved when viewed from a designated road (such as U.S. Hwy 20). Therefore, limiting the conflicting use would generally have positive environmental consequences.

**3.3.3. Allow Conflicting Use (No Protection)**

The consequences of allowing the conflicting use without any protections would be mixed. The consequences for the affected parcel’s natural landscapes and the viewsheds from U.S. Hwy 20 would be negative. Without limitations, future mini-storage development could completely remove existing natural vegetation, and harm any habitat qualities this vegetation provides. The environmental consequences related to allowing the new mini-storage uses would be positive for the reasons stated in Section 3.3.2, including reduced drive times and carbon emissions as nearby rural residents would no longer have to drive to a UGB to access mini-storage facilities.

**3.4 Energy Consequences**

The following describes the energy consequences for reach of the three protection scenarios.

**3.4.1. Prohibiting Conflicting Use (Full Protection)**

The consequences of prohibiting the conflicting use would be mixed. The consequences related to the scenic views and existing natural landscapes could be positive if the affected parcels were not otherwise

developed under available permitted or conditionally permitted use development allowances within the MUA zone. The visual qualities of the affected parcels could be maintained, potentially maximizing preservation of each parcel's visual quality. This means that nearby County residents, including those within the Bend UGB, could enjoy these viewsheds without having to drive further for similar views, increasing energy use. It should be noted that the vegetation on the affected parcels within the LM zone is already limited as discussed in Section 2.3.1, and viewsheds to the north and south are minimal and already reduced through adjacent rural residential development and overhead utilities. Views to the west toward the high Cascades would not be impacted by development of the affected parcels.

The energy consequences related to prohibiting the mini-storage use would be negative. Additional opportunities for the development of mini-storage facilities in closer proximity to rural residents could not occur. The opportunity for these facilities to be constructed in closer proximity to rural residential areas could reduce drive times, thereby reducing energy consumption necessary for local businesses and nearby residents who wish to utilize these facilities, given they would not have to drive to a UGB to meet this end.

**3.4.2. Limit Conflicting Use (Limited Protection)**

Limiting the conflicting use through the application of the LM zone, thereby helping to ensure any future development on the affected parcels is subject to the use and development regulations of the LM zone per DCC18.84, would allow the conflicting use to occur in a manner that is sensitive to the subject parcel's existing natural vegetation and scenic viewsheds as viewed from U.S. Hwy 20, meaning nearby County residents can continue to enjoy the visual qualities provided by the affected parcels without having to drive further for similar views. The creation of additional mini-storage facilities in closer proximity to rural residents could reduce drive times and energy usage as rural residents would no longer have to drive to a UGB to utilize these services. The LM zone use limitations and development standards would apply, helping to ensure compatibility between site design and scenic viewsheds and natural landscapes that the LM zone is intending to preserve, as discussed in Section 3.1.2. Notably, the LM zone limits building heights to 30-feet, which largely ensures scenic viewsheds can be preserved when viewed from a designated road (such as U.S. Hwy 20). Therefore, limiting the conflicting use would generally have positive energy consequences.

**3.4.3. Allow Conflicting Use (No Protection)**

The consequences of allowing the conflicting use without any protections would be mixed. The consequences for the affected parcel's natural landscapes and the viewsheds from U.S. Hwy 20 would be negative. Without limitations, future mini-storage development could completely remove existing natural vegetation and block viewsheds, minimizing the visual qualities of the affected parcels, meaning nearby residents would have to drive further for similar views. The energy consequences related to allowing the mini-storage uses would be positive for the reasons stated in Section 3.4.2, including reduced energy consumption as nearby rural residents would no longer have to drive to a UGB to access mini-storage facilities.

**3.5 Conclusion**

The applicant's proposal provides an analysis of the relative trade-offs between the County's protection of scenic views and natural landscapes and the proposed legislative amendment to the DCC that would designate mini-storage uses, including watercraft and RV storage, as a conditionally allowed use within the MUA zone for certain parcels adjacent to U.S. Hwy 20. The addition of mini-storage as a conditionally allowed use within the MUA zone provides an additional opportunity for job creation, positive economic development and an additional service for nearby residents that would limit the need to drive into a UGB to access this service.

Prohibiting the conflicting use would preserve the affected parcel's natural landscapes and viewsheds but would not allow a new use that could generate a number of benefits for rural residents as identified throughout Section 3.0 of this analysis. This would result in multiple negative consequences as follows:

- No positive economic growth benefit or job creation from the construction of potential new mini-storage facilities.

- Drive times and energy consumption for rural residents could not be reduced and these residents would need to continue to drive into a UGB to access this service.
- Additional mini-storage facilities that can accommodate recreational equipment, vehicles, watercraft and RVs would not be permissible in the MUA zone, and an opportunity to support Deschutes County’s extensive outdoor recreational amenities, which is integral to the County’s social fabric, could not occur.

Limiting the conflicting use through the application of the LM zone, thereby helping to ensure any future development on the affected parcels is subject to the use and development regulations of the LM zone per DCC18.84, such as a maximum building height of 30-feet, would allow the conflicting use to occur in a manner that is sensitive to the scenic viewsheds and natural landscapes. Through a decision to limit the new mini-storage use, the following could be achieved:

- Scenic viewsheds and natural landscapes within the affected parcels could be largely preserved through existing DCC regulations applied through the LM zone, ensuring these views can continue to be enjoyed by Deschutes County residents and visitors alike in support of the County’s livability.
- Positive economic growth benefits could occur from the potential of new mini-storage facilities that cater primarily to rural residents.
- Additional job opportunities could be created.
- Drive times, energy consumption and carbon emissions could be reduced through the development of mini-storage facilities that are in closer proximity to nearby rural residents.
- Additional mini-storage facilities that can accommodate recreational equipment, vehicles, watercraft and RVs could be constructed in support of Deschutes County’s numerous recreational amenities. Further, the affected parcel’s location along U.S. Hwy 20, a key travel route to vast public lands and lakes to the east, provides an opportunity for local residents to store recreational equipment along a major transportation corridor to these recreational amenities, which could also reduce vehicle miles travelled and carob emissions.

Allowing the conflicting uses with no protection could allow new mini-storage uses within the affected parcels, with most of the results listed above, but would have the greatest impact to the scenic viewsheds and natural landscapes since no development standards or other regulations, such as those applied through the LM zone, would be enforced.

This analysis concludes that limiting the conflicting use would result in the most positive consequences of the three decision scenarios. A decision to limit the new mini-storage use would avoid many of the negative consequences attributed to either allowing or prohibiting the conflicting use. The LM zone’s application of use limitations per DCC 18.84.050, design review standards per DCC 18.84.080, and setback requirements per DCC 18.84.090 all help ensure compatibility between site design and the scenic viewsheds and natural landscapes the LM zone is intending to preserve. Further, the mini-storage use would only be allowed conditionally, subject to the conditional use review procedure per DCC 18.128 and the mini-storage specific standards per DCC 18.128.300, which provides the review authority additional discretion in their review to apply conditions of approval on a mini-storage use that is sensitive to specific site conditions and adjacent development patterns. For the reasons concluded through this ESEE analysis, limiting the conflicting use is recommended for the proposed zoning text amendment.





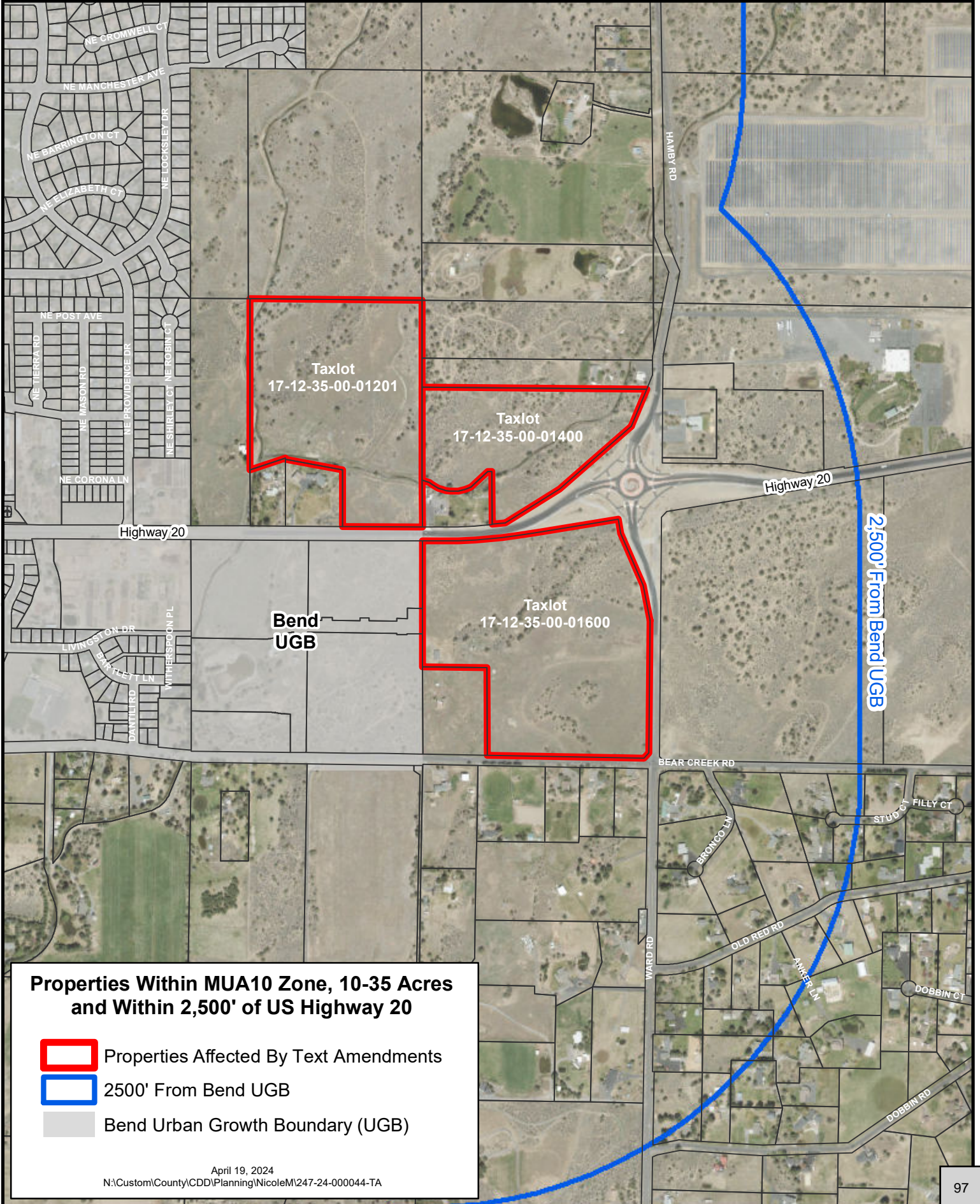
1" = 700'

# 247-24-000044-TA

08/28/2024 Item #6.



## Highway 20 Mini-Storage Text Amendments



April 19, 2024

N:\Custom\County\CDD\Planning\NicoleM\247-24-000044-TA

*Attachment D*  
*Conditional Use Criteria*

**18.128.015 General Standards Governing Conditional Uses**

Except for those conditional uses permitting individual single-family dwellings, conditional uses shall comply with the following standards in addition to the standards of the zone in which the conditional use is located and any other applicable standards of the chapter:

1. The site under consideration shall be determined to be suitable for the proposed use based on the following factors:
  1. Site, design and operating characteristics of the use;
  2. Adequacy of transportation access to the site; and
  3. The natural and physical features of the site, including, but not limited to, general topography, natural hazards and natural resource values.
2. The proposed use shall be compatible with existing and projected uses on surrounding properties based on the factors listed in DCC 18.128.015(A).
3. These standards and any other standards of DCC 18.128 may be met by the imposition of conditions calculated to ensure that the standard will be met.

**18.128.020 Conditions**

In addition to the standards and conditions set forth in a specific zone or in DCC 18.124, the Planning Director or the Hearings Body may impose the following conditions upon a finding that additional restrictions are warranted.

1. Require a limitation on manner in which the use is conducted, including restriction of hours of operation and restraints to minimize environmental effects such as noise, vibrations, air pollution, glare or odor.
2. Require a special yard or other open space or a change in lot area or lot dimension.
3. Require a limitation on the height, size or location of a structure.
4. Specify the size, number, location and nature of vehicle access points.
5. Increase the required street dedication, roadway width or require additional improvements within the street right of way.
6. Designate the size, location, screening, drainage, surfacing or other improvement of a parking or loading area.
7. Limit or specify the number, size, location, height and lighting of signs.
8. Limit the location and intensity of outdoor lighting and require shielding.
9. Specify requirements for diking, screening, landscaping or other methods to protect adjacent or nearby property and specify standards for installation and maintenance.
10. Specify the size, height and location of any materials to be used for fencing.
11. Require protection and preservation of existing trees, vegetation, water resources, wildlife habitat or other significant natural resources.
12. Require that a site plan be prepared in conformance with DCC 18.124.

**18.128.300 Mini-Storage Facility**

1. Each individual space for rent or sale shall be less than 1000 square feet.

2. Mini-storage shall be limited to dead storage. Outside storage shall be limited to boats, recreational vehicles and similar vehicles placed within designated spaces on an all-weather surfaced area which is surrounded by a sight-obscuring fence at least six feet in height.
3. Yards shall be permanently landscaped.
4. Yard dimensions adjacent to residential zones shall be the same as required yards within the residential zone.
5. Parking shall be provided for office space associated with the mini-storage facility at one (1) space for every 300 square feet of office space. A minimum of two (2) parking spaces shall be provided for all mini-storage facilities regardless of office size.
6. All structures shall be fenced and visually screened.
7. Traffic lanes shall be 12 feet wide with an additional 10-foot parking lane, except where the traffic lane does not serve the storage units. All areas provided for vehicle access, parking and movement shall be improved to minimum public road standards.
8. A residence for a caretaker or 24-hour on-site manager is permitted.
9. There shall be only one access from each adjacent street.
10. Outside lighting, including shading to prevent glare on adjacent properties, may be required for safety and security purposes.