



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, FEBRUARY 14, 2024

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

AGENDA

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

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

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/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.

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 or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.

CONSENT AGENDA

1. Approval of Chair signature of Document No. 2024-047, a Notice of Intent to Award Contract for the Supplying and Hauling of Crushed, Uncoated Rock for Chip Seal 2024 Contract
2. Approval of Chair signature of Document No. 2024-049, a Notice of Intent to Award Contract for the Supply and Delivery of Asphalt Oil for Chip Seal 2024 Contract
3. Consideration of Board Signature on letter thanking Mike Kutansky and appointing David McDonald for service on the River Bend Estates Special Road District
4. Consideration of Board Signature on letter reappointing Danielle MacBain for service on the Behavioral Health Advisory Board
5. Consideration of Board Signature on letter appointing Sheldon Rhoden for service on the Project Wildfire Steering Committee
6. Approval of the minutes of the February 2, 2024 BOCC Legislative Update meeting
7. Approval of minutes of the BOCC January 24 and 29, 2024 meetings

ACTION ITEMS

8. **9:10 AM** Potential Ground Lease Extension with Mountain View Community Development for the Redmond Safe Parking Program
9. **9:25 AM** Consideration whether to hear an appeal of a Hearings Officer's decision associated with the Oregon Department of Transportation's Lava Butte Trail Multi-Use Path Project

- [10.](#) **9:40 AM** Consideration to hear an appeal of a Hearing's Officer decision involving commercial activity in conjunction with farm use at 20520 Bowery Lane, Bend
- [11.](#) **9:55 AM** Oregon Health Authority grant agreement #PO-44300-00026008 for Behavioral Health Services
- [12.](#) **10:10 AM** Deliberations: Draft 2020-2040 Transportation System Plan Update

OTHER ITEMS

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

EXECUTIVE SESSION

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

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 14, 2024

SUBJECT: Approval of Chair Signature of Document No. 2024-047, a Notice of Intent to Award Contract for the Supplying and Hauling of Crushed, Uncoated Rock for Chip Seal 2024 Contract

RECOMMENDED MOTION:

Move approval of Board Chair signature of Document No. 2024-047.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department prepared bid solicitation documents for the Supplying and Hauling of Crushed, Uncoated Rock for Chip Seal 2024 contract. The project scope of work includes furnishing and delivery of crushed, uncoated rock for chip seal to specified stockpiles in the Bend and Sisters maintenance zones. The project was advertised in the *Daily Journal of Commerce* and *The Bulletin* on January 17, 2024. The Department opened bids at 2:00 P.M. on January 31, 2024.

One bid was received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
HIGH DESERT AGGREGATE AND PAVING, INC.	\$ 670,850.00
Engineer’s Estimate	\$ 660,400.00

This action issues a Notice of Intent to Award the contract to the apparent low bidder, HIGH DESERT AGGREGATE AND PAVING, INC., and allows seven days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder. The bid tabulation, including the Engineer's estimate, is attached.

BUDGET IMPACTS:

A portion of the project cost is budgeted in the Road Fund budget for Fiscal Year 2024. The remaining project cost will be included in the proposed Road Fund budget for Fiscal Year 2025.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director



BOARD OF COUNTY COMMISSIONERS

February 14, 2024

Posted on the Deschutes County, Oregon Bids and RFPs website at <http://www.deschutescounty.gov/rfps> prior to 5:00 PM on the date of this Notice.

Subject: **Notice of Intent to Award Contract**
Contract for Supplying and Hauling of Crushed, Uncoated Rock for Chip Seal 2024

To Whom It May Concern:

On February 14, 2024, the Board of County Commissioners of Deschutes County, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful bidder for the project was High Desert Aggregate & Paving, Inc., with a bid of Six Hundred Seventy Thousand Eight Hundred Fifty Dollars (\$670,850.00).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will end at 5:00 PM on February 21, 2024.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly-scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; FAX (541) 383-0496; or e-mail to david.doyle@deschutescounty.gov.

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

Patti Adair, Chair

SUPPLYING AND HAULING OF CRUSHED, UNCOATED
 ROCK FOR CHIP SEAL 2024
 DESCHUTES COUNTY, OREGON

BID RESULTS

BID OPENING : 2:00 PM 1/31/2024

ENGINEER'S ESTIMATE				High Desert Aggregate & Paving			
ITEMS	UNITS	QNTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Redmond Stock Pile Site Negus Transfer 3/8"-1/4"	TON	3000	\$29.00	\$87,000.00	\$30.50	\$91,500.00
2	Tumalo Stock Pile Site Gerking Pit 3/8"-1/4"	TON	1400	\$35.00	\$49,000.00	\$36.50	\$51,100.00
3	Fryrear Stock Pile Site Fryrear Transfer Station 3/8"-1/4"	TON	9,000	\$36.00	\$324,00.00	\$35.50	\$319,500.00
4	Fryrear Stock Pile Site Fryrear Transfer Station 1/2"-1/4"	TON	400	\$36.00	\$14,400.00	\$35.50	\$14,200.00
5	Sisters Stock Pile Site Sisters Sewer Treatment Plant 3/8"-1/4"	TON	2,000	\$38.00	\$76,000.00	\$37.50	\$75,000.00
6	Bend Stock Pile Site McGrath Rd@Powell Butte Hwy 3/8"-1/4"	TON	1,500	\$36.00	\$54,000.00	\$40,50	\$60,750.00
7	Horse Ridge Stock Pile Site Hwy 20 Frontage Rd ODOT Stock pile Site 3/8"-1/4"	TON	1,400	\$40.00	\$56,000.00	\$42.00	\$58,800.00
TOTAL				\$660,400.00	TOTAL	\$670,850.00	



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 14, 2024

SUBJECT: Approval of Chair signature of Document No. 2024-049, a Notice of Intent to Award Contract for the Supply and Delivery of Asphalt Oil for Chip Seal 2024 Contract

RECOMMENDED MOTION:

Move approval of Board Chair signature of Document No. 2024-049.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department prepared bid solicitation documents for the Supply and Delivery of Asphalt Oil for Chip Seal 2024 contract. The scope of work includes furnishing and delivery of asphalt materials to various locations in Deschutes County between May 16, 2024 to September 1, 2024. The project was advertised in the Daily Journal of Commerce and The Bulletin on January 17, 2024. The Department opened bids at 2:00 P.M. on January 31, 2024.

One bid was received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
ALBINA HOLDINGS INC. DBA ALBINA ASPHALT	\$ 1,621,000.00
Engineer's Estimate	\$ 1,775,000.00

This action issues a Notice of Intent to Award the contract to the apparent low bidder, ALBINA ASPHALT, and allows seven days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder. The bid tabulation, including the Engineer's estimate, is attached.

BUDGET IMPACTS:

A portion of the project cost is budgeted in the Road Fund budget for Fiscal Year 2024. The remaining project cost will be included in the proposed Road Fund budget for Fiscal Year 2025.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director



BOARD OF COUNTY COMMISSIONERS

February 14, 2024

Posted on the Deschutes County, Oregon Bids and RFPs website at <http://www.deschutescounty.gov/rfps> prior to 5:00 PM on the date of this Notice.

Subject: **Notice of Intent to Award Contract**
Contract for Supply and Delivery of Asphalt Oil for Chip Seal 2024

To Whom It May Concern:

On February 14, 2024, the Board of County Commissioners of Deschutes County, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful bidder for the project was Albina Asphalt, with a bid of One Million Six Hundred Twenty One Thousand Dollars (\$1,621,000.00).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will end at 5:00 PM on February 21, 2024.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly-scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; FAX (541) 383-0496; or e-mail to david.doyle@deschutescounty.gov.

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

Patti Adair, Chair

BID SUMMARY FOR SUPPLY AND DELIVERY OF ASPHALT OIL FOR CHIP SEAL

Contract # 2024-050

Date: January 31, 2024

BID ITEMS			ENGINEER'S ESTIMATE		ALBINA ASPHALT			
ITEM	DESCRIPTION	QNTY UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	HFRS-P2 EMULSIFIED ASPHALT	2,100 Tons	\$700.00	\$1,470,000.00	\$630.00	\$1,323,000.00		
2	HFRS-P1 EMULSIFIED ASPHALT 50% DELUTE	500 Tons	\$450.00	\$225,000.00	\$400.00	\$200,000.00		
3	DELIVERY OF EMULSIFIED ASPHALT	2,600 Tons	\$30.00	\$78,000.00	\$30.00	\$78,000.00		
4	4000 GALLON PORTABLE TANKER	4 Months	\$500.00	\$2,000.00	\$5,000.00	\$20,000.00		
Contract Total Total		2,600 Tons		\$1,775,000.00		\$1,621,000.00		



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 14, 2024

SUBJECT: Potential Ground Lease Extension with Mountain View Community Development for the Redmond Safe Parking Program

RECOMMENDED MOTION:

Consider a request from Mountain View Community Development to extend the existing ground lease by two years for use of property located at SE 7th Street and SE Evergreen Avenue for the Redmond Safe Parking Program.

BACKGROUND AND POLICY IMPLICATIONS:

In March 2023, after a 90-day trial period, the Board authorized extending a zero-cost ground lease with Mountain View Community Development (MVCD) for a one-year term to utilize County-owned property located at SE 7th Street and SE Evergreen Avenue for the Redmond Safe Parking Program (Program).

Prior to the end of the one-year term, MVCD agreed to provide a Program update to include successes and challenges.

At the conclusion of the Program update, if the Board supports a two-year lease extension and continued use of the property for said use, staff will return with a Consent Agenda item to memorialize the extension that will include language to authorize adding gravel at the site.

BUDGET IMPACTS:

None

ATTENDANCE:

Kristie Bollinger, Property Manager
Rick Russell, Mountain View Community Development



MOUNTAIN VIEW
COMMUNITY
DEVELOPMENT

SAFE PARKING PROGRAM ZONE

This is a designated
SAFE PARKING Zone for **active**
participants in the Safe Parking Program.
If you choose to enter without permission,
you may be cited for trespassing.

Program information can be found at
www.mvcdredmond.org
541-527-0028

MOOSE FENCE



NEWS 21
CHANNEL
ktvx.com

NEWS 21
ktvx.com

NEWS 21
ktvx.com
4:08 41°



Redmond Athletic Center
2 spaces

Community
Presbyterian Church
2 spaces

County Owned, 7th & Evergreen
5 spaces

Redmond

MVF
6 spaces

VFW
1-2 spaces

City Owned, E. Hwy97
6 spaces

City Owned, W. Hwy 97
6 spaces

Industrial Area
2 spaces

Redmond
Municipal
Airport (RDM)

Neighbor Impact
6 spaces

Fairgrounds
4 spaces

Safe & Sanitary

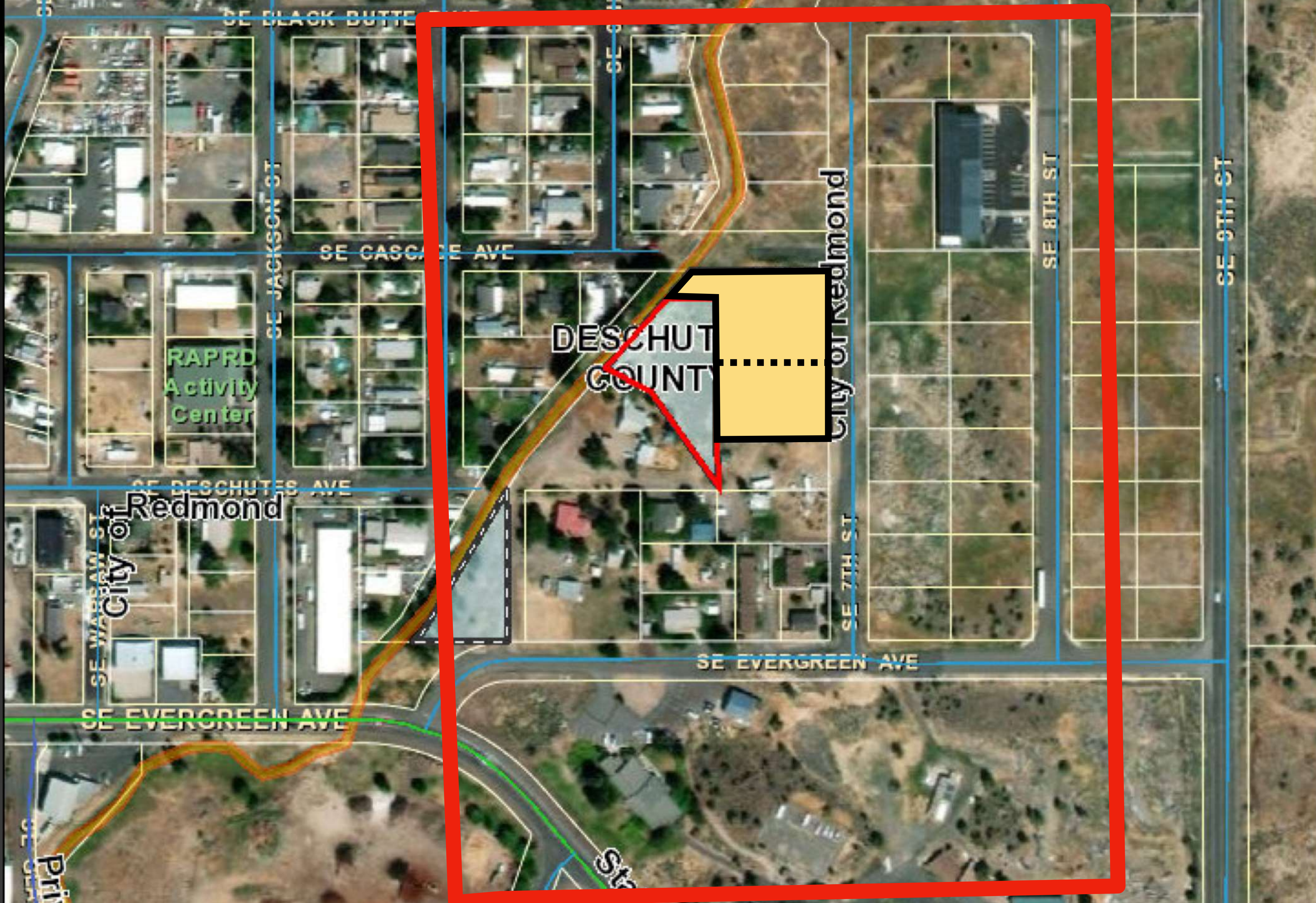
- Portapotty
- Garbage service
- Electric power via solar or quiet generators
- Individual plans for black/gray water
- Cost analysis for adding temporary electrical circuits; cost prohibitive

Oversight & Case Management Services

- Oversight
 - Multiple checkins per week
 - Video cameras
 - Volunteers weekly
- Action Plans may include:
 - Housing
 - Access to health care
 - Employment support
 - Assistance with ID's, birth certificates, vehicle registration and insurance

7th & Evergreen Updates

- 5 Vehicles/family units
- City of Redmond ordinance- no unauthorized camping within 500 ft- passed 3/14
- increased unauthorized foot traffic in months after TPM ordinance
- Complaints from neighbors regarding unauthorized camping increased in the summer; no complaint calls between August and January
- No increased calls to law enforcement
- No issues with snow/ice weather events



RAPRD
Activity
Center

DESCHUTES
COUNTY

City of Redmond

City of Redmond

SE
Pri

7th & Evergreen

1. John, age 67, SSDI, disability, poor health: **Housing List Rank: 40, 1000+**
2. Brian, age 61, disability, SSI
3. Don, age 72, SSI- poor health
4. J & A, ages 25-35— One partner working; **Housing List Rank: 14, 38, 94**
5. Open- awaiting intake as of 1/31/24

Program Update

- 27 locations; 28 parking spaces
- 96 Individuals served
- 30 people moved to positive destinations; 18 permanent housing
- 14 exited unsuccessfully
- Current Stats
 - 53 people; 19 minors w/parent

Requests to BOCC

- Renew lease for 24 months
- Permission to bring in gravel to parking areas for increase fire safety
- Identify any additional property; goal to add 12 new spaces



Proposed gravel pads for fire safety and all weather access; approx 20 yards of 3/4 minus gravel





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 14, 2024

SUBJECT: Consideration whether to hear an appeal of a Hearings Officer's decision associated with the Oregon Department of Transportation's Lava Butte Trail Multi-Use Path Project

RECOMMENDED MOTIONS:

Move approval of Order 2024-008, an Order accepting review of Hearings Officer's Decision in File No. 247-23-000302-DR and establishing the review will be heard de novo.

OR

Move approval of Order 2024-008, an Order denying review of Hearings Officer's Decision in File No. 247-23-000302-DR.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Department of Transportation (ODOT), as the applicant, filed a Declaratory Ruling application requesting interpretations on multiple issues in which ODOT asserts there is doubt or dispute over the meaning or application of the County's Comprehensive Plan or Deschutes County Code.

The requested interpretations are associated with the Planning Division's review of requirements for a future ODOT path starting at the Baker-Knott Road/Highway 97 intersection and terminating at the Lava Butte Visitor Center. The proposed path parallels Highway 97 and accesses the High Desert Museum before continuing south onto federal lands. The proposed path will be designed to serve bicycle and pedestrian users and will be called the Lava Butte Trail.

The Hearings Officer concluded the following:

- 1. The subject Highway 97 right-of-way is zoned Rural Residential ("RR10");
2. The proposal as described by the applicant is a "road and street project" and, more specifically, a Class III project; and
3. As a Class III project, the proposal described by the applicant is a use permitted outright in the RR10 Zone and OS&C Zone.

The Windlinx Ranch Trust filed a timely appeal of the Hearings Officer’s Decision on February 2, 2024 (ref. Appeal No. 247-24-00072-A). On February 14, 2024, the Board of County Commissioners will decide whether to hear this appeal.

The full record for this review is available at the following link:
<https://www.deschutes.org/cd/page/247-23-000302-dr-odot-lava-butte-trail>

BUDGET IMPACTS:

None.

ATTENDANCE:

Caroline House, Senior Planner
Anthony Raguine, Principal Planner
Legal Counsel



MEMORANDUM

TO: Board of County Commissioners
FROM: Caroline House, Senior Planner
DATE: February 7, 2024
RE: An appeal of a Hearings Officer’s Declaratory Ruling Decision associated with an Oregon Department of Transportation (“ODOT”) Multi-Use Path Project; File No. 247-23-000302-DR and Appeal No. 247-24-000072-A

On February 14, 2024, the Board of County Commissioners (“Board”) will consider hearing an appeal of a Hearings Officer’s Declaratory Ruling decision.

I. PROPOSAL

ODOT, as the Applicant, filed a Declaratory Ruling application requesting interpretations on multiple issues in which it asserts there is doubt or dispute over the meaning or application of the County’s Comprehensive Plan or Deschutes County Code (“DCC”).

The requested interpretations are associated with the Planning Division’s review requirements for a future ODOT path starting at the Baker-Knott Road/Highway 97 intersection and terminating at the Lava Butte Visitor Center. The proposed path parallels Highway 97 and accesses the High Desert Museum before continuing south onto federal lands (see attached Location Map). The proposed path will be designed to serve bicycle and pedestrian users and will be called the Lava Butte Trail.

The Hearings Officer identified four (4) issues the Applicant is requesting interpretations on:

- 1. Is the subject Highway 97 right-of-way zoned RR10 or Forest Use (F2)?
2. Is the proposed use a Class III road or street project and permitted outright in the Rural Residential (“RR10”) Zone and Open Space and Conservation (“OS&C”) Zone?
3. In the alternative, does the F2 Zone allow a bicycle and pedestrian path as a use permitted outright?
4. In the alternative, does the F2 Zone allow a bicycle and pedestrian path as a conditional use without an exception to Statewide Planning Goal 4 (Forest Lands)?

The Hearings Officer concluded the following:

- 1. The subject Highway 97 right-of-way is zoned RR10.
- 2. The proposal as described by the Applicant is a “road and street project” and, more specifically, a Class III project.
- 3. As a Class III project, the proposal described by the Applicant is a use permitted outright in the RR10 Zone and OS&C Zone.

The Hearings Officer did not address whether the proposal is permitted outright or conditionally in the F2 Zone, because he found those interpretation requests were made in the alternative and were not necessary based on the conclusions above.

II. PROCEDURAL HISTORY

The application was received on April 24, 2023, a public hearing before a Hearings Officer was held on December 6, 2023, and the Hearings Officer issued his decision on January 26, 2024. The Windlinx Ranch Trust filed a timely appeal of the Hearings Officer’s Decision on February 2, 2024.

III. WINDLINX RANCH TRUST APPEAL

The Windlinx Ranch Trust (“Appellant”), requests the Board review the Hearings Officer’s decision on appeal to address at least seven (7) key issues summarized below:

- 1. The Hearings Officer's decision collaterally attacks and effectively reverses a prior Board decision that the subject Highway 97 right-of-way is zoned F2.
- 2. The Hearings Officer erred in deciding that the 1999 Board decision on the subject property did not conclusively establish that the zoning is F2.
- 3. The Hearings Officer erred in not applying the original mylar zoning map, which clearly shows the F2 Zone extends into Highway 97.
- 4. The Hearings Officer misconstrued DCC 18.12.040 which states unless otherwise specified, zone boundaries are the section lines, centerlines of street or railroad rights-of-way, water courses, ridges or rimrocks or other recognizable or identifiable features.
- 5. The Hearings Officer erred in declaring the proposed use is a Class III road project that is permitted in the RR10 Zone.
- 6. The Hearings Officer erred in declaring that a multi-use path can be approved in almost any zone by characterizing it as a Class III road project.
- 7. The Hearings Officer erred in declaring that the proposed multi-use path is part of a road and street project because it can be viewed as some form of bike-related facility.

The Appellant requests the Board review the appeal *de novo* as they argue there was a procedural error during the Hearings Officer review process. The Notice of Appeal states:

The Board’s review should be *de novo* because relevant material in the County records related to the application was not included by staff and only came to light through a public records request.

It is unclear what specifically the Appellant is referring to and for this reason staff can neither evaluate nor make a recommendation to the Board with respect to potential procedural issues that have not been identified.

The Appellant’s Notice of Appeal is attached.

IV. STAFF RECOMMENDATION

There are several factors staff believes the Board should consider when deciding whether to hear this appeal. Below staff has summarized key issues that staff recommends the Board consider as part of their decision.

Reasons to hear the appeal:

- The appeal issues are primarily associated with local code requirements. For this reason, the Board decision will potentially be given deference on these matters if appealed to the Land Use Board of Appeals (“LUBA”).
- The Board may wish to concur, reverse, or modify the Hearing Officer’s decision.
- To the extent there was a procedural error, a second hearing review process would remedy the potential error.

Reasons to not hear the appeal:

- The Hearings Officer’s decision is well reasoned and written.
- Both parties were well represented by attorneys before the Hearings Officer.
- The County’s decision is likely to be appealed to LUBA regardless of who is the final local reviewer (i.e. Hearings Officer vs. Board).

If the Board decides to hear the appeal, staff recommends the Board hear the appeal *de novo*.

V. BOARD OPTIONS

First, the Board must decide if it wishes to hear the appeals. In determining whether to hear the appeals, the Board may only consider:

1. The record developed before the Hearings Officer;
2. The Notice of Appeal; and
3. Recommendation of staff¹

Option 1: Hear the Appeal

If the Board decides to hear the appeal, the Board must make a decision on the scope of the review. As noted above, the Appellant has requested a *de novo* review. Per the Deschutes County Code (“DCC”), the Board has two choices for the scope of the review:

1. On the Record
 - This means parties can only present their arguments and the Board must rely on the record developed before the Hearings Officer. No new evidence can be submitted.
2. De Novo
 - This means parties can submit new evidence and present their arguments.

Next, the Board may wish, but is not required, to limit the issues it will consider as part of the Board’s review.

Lastly, the Board may want to establish time limits for testimony at the hearing.

Option 2: Not Hear the Appeal

Should the Board decline to hear the appeal, the Hearings Officer’s decision will become the final decision of the County. Upon the mailing of the Board’s decision to decline review, the party appealing may continue their appeal as provided under the law.

VI. 150-DAY LAND USE CLOCK

The 150th day on which the County must take final action on this application is April 28, 2024.

VII. RECORD

The record for File Nos. 247-23-000302-DR and the Notice of Appeal are presented at the following Deschutes County Community Development Department website:
<https://www.deschutes.org/cd/page/247-23-000302-dr-odot-lava-butte-trail>

¹ Deschutes County Code 22.32.035(D)

Attachments:

1. DRAFT Board Order 2024-008 Accepting Review of the Hearings Officer's Decision
2. DRAFT Board Order 2024-008 Declining Review of the Hearings Officer's Decision
3. Location Map
4. Hearings Officer's Decision - 247-23-000302-DR
5. Notice of Appeal - 247-24-000072-A

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings *
Officer’s Decision in in File No. 247-23- * ORDER NO. 2024-008
000302-DR.

WHEREAS, on January 26, 2024, the Hearings Officer issued his decision declaring the subject Highway 97 right-of-way is zoned Rural Residential (“RR10”), the multi-use path contemplated by the Oregon Department of Transportation (“ODOT”) is a Class III road and street project use, and is a use permitted outright the RR10 Zone and Open Space & Conservation (“OS&C”) Zone in File No. 247-23-000302-DR; and

WHEREAS, on February 2, 2024, the Windlinx Ranch Trust appealed (Appeal No. 247-24-000072-A) the Deschutes County Hearings Officer’s Decision on File No. 247-23-000302-DR; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officer’s decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now therefore,

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

Section 1. That it will hear on appeal Appeal No. 247-24-000072-A pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to Section 22.32.024, the Board waives the requirement that the appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), to date the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record developed before the lower hearings body for File No. 247-23-000302-DR as presented at the following website:

<https://www.deschutes.org/cd/page/247-23-000302-dr-odot-lava-butte-trail>

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board’s official repository for the record in this matter.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings *
Officer’s Decision in File No. 247-23-000302- * ORDER NO. 2024-0008
DR.

WHEREAS, on January 26, 2024, the Hearings Officer issued his decision declaring the subject Highway 97 right-of-way is zoned Rural Residential (“RR10”), the multi-use path contemplated by the Oregon Department of Transportation (“ODOT”) is a Class III road and street project use, and is a use permitted outright the RR10 Zone and Open Space & Conservation (“OS&C”) Zone in File No. 247-23-000302-DRon File No. 247-23-000302-DR; and

WHEREAS, on February 2, 2024, the Windlinx Ranch Trust appealed (Appeal No. 247-24-000072-A) the Deschutes County Hearings Officer’s Decision on File No. 247-23-000302-DR; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officers’ decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now, therefore,

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

Section 1. That it will not hear on appeal Appeal No. 247-24-000072-A pursuant to Title 22 of the DCC and/or other applicable provisions of the County land use ordinances.

Section 2. Pursuant to DCC 22.32.015, the County shall refund any portion of the appeal fee not yet spent processing the subject application. If the matter is further appealed to the Land Use Board of Appeals and the County is required to prepare a transcript of the hearing before the Hearings Officer, the refund shall be further reduced by an amount equal to the cost incurred by the County to prepare such a transcript.

Section 3. Pursuant to DCC 22.32.035(D), the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record

developed before the lower hearing body for File No. 247-23-000302-DR as presented at the following website:

<https://www.deschutes.org/cd/page/247-23-000302-dr-odot-lava-butte-trail>

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

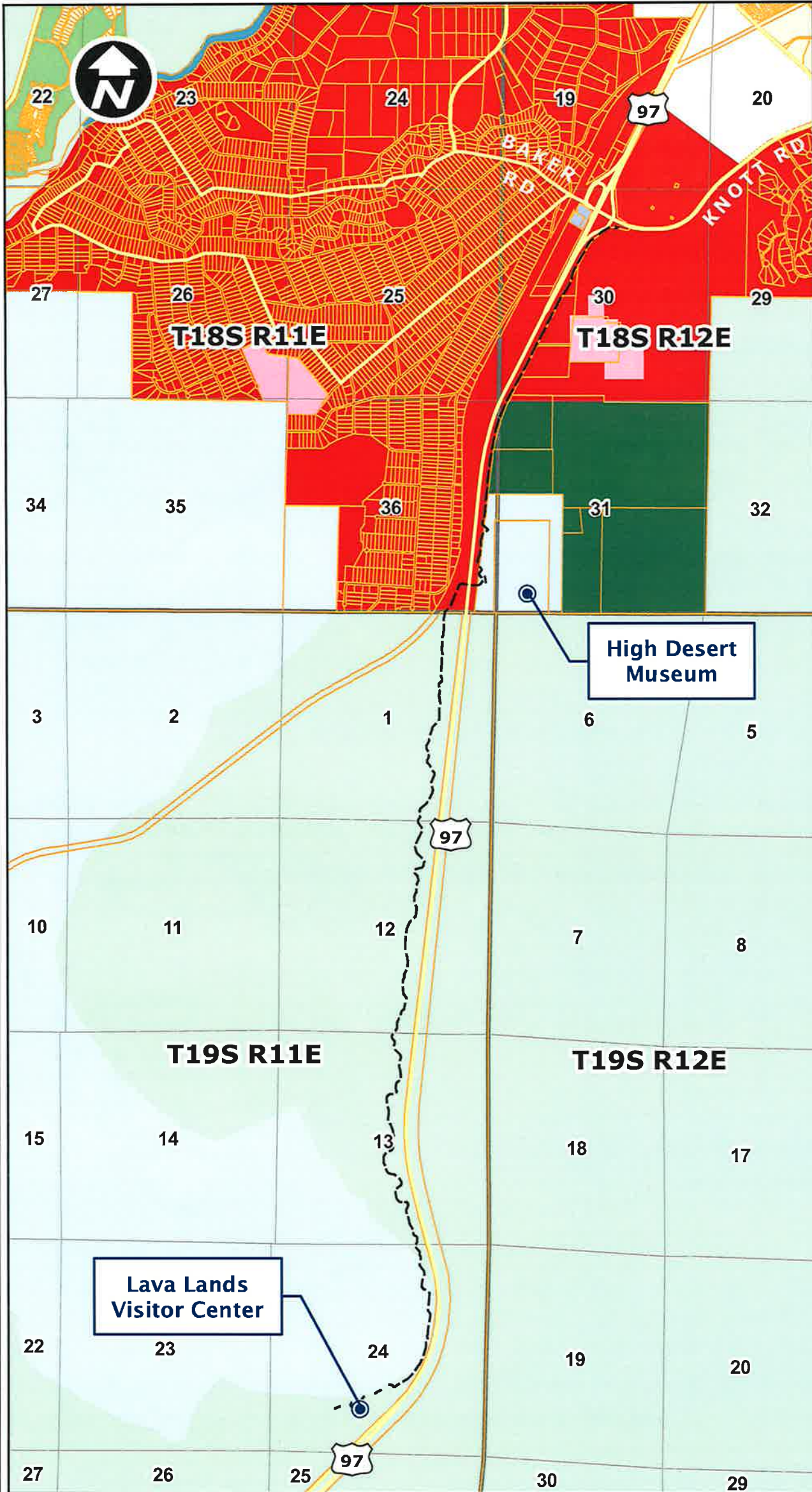
ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary


PHIL CHANG, Commissioner

US-97 LAVA BUTTE TRAIL



- ### FEATURES
- Lava Butte Trail
 - Tax Lot Boundary
 - Township & Range Grid
 - Section Grid
 - Roads & Highways
- ### ZONING
- Forest Use 1
 - Forest Use 2
 - Flood Plain
 - Open Space & Conservation
 - Rural Commercial
 - Rural Residential
 - Bend Residential
 - Surface Mining
 - Widgi Crk Seventh Mtn Residential
 - Widgi Creek Residential



 **PRODUCED BY ODOT GIS UNIT**
 GIS No. 23-62 | FEBRUARY 2023
 ODOTMaps@odot.oregon.gov

This product is for informational purposes and may not be suitable for legal, engineering, or surveying purposes. Users of this product should review and consult the primary data sources to determine the usability of the information. Conclusions drawn from this information are the responsibility of the user.

**DECISION AND FINDINGS OF
THE DESCHUTES COUNTY HEARINGS OFFICER**

FILE NUMBER: 247-23-000302-DR

HEARING DATE: December 6, 2023

HEARING LOCATION: Videoconference and
Barnes & Sawyer Rooms
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97708

SUBJECT PROPERTIES: **Parcel 1** - A portion of Oregon Department of Transportation Right-of-Way for Highway 97 in Township 18S, Range 12E, Sections 19, 30, and 31, and in Township 18S, Range 11E, Section 36

Parcel 2 - 59800 Highway 97, Bend, OR 97702
Map and Taxlot 181100001900

OWNERS: **Parcel 1** - Oregon Department of Transportation
Parcel 2 - Oregon High Desert Museum

APPLICANT: Oregon Department of Transportation

REQUEST: The Applicant requests a Declaratory Ruling to determine multiple issues, including the zoning designation of Parcel 1, whether the proposed path qualifies as a Class III road and street project, and whether such projects are allowed by right in the RR-10 and OS&C zones. The Applicant also makes multiple alternative requests to the foregoing, including whether the proposed path is an outright permitted use in the F-2 zone, or a use permitted conditionally in that zone without the need for an exception to Statewide Planning Goal 4 pursuant to OAR 660-012-0065.

HEARINGS OFFICER: Tommy A. Brooks

STAFF CONTACT: Caroline House, Senior Planner
Caroline.House@deschutes.org / (541) 388-6667

I. APPLICABLE STANDARDS AND CRITERIA

Participants to this proceeding identified the following as potentially applicable to the requested Declaratory Ruling:

- Deschutes County Code (“DCC” or “Code”) Title 17, Subdivisions
 - Chapter 17.04, General Provisions
 - Chapter 17.08, Definitions and Interpretations of Language
 - Chapter 17.12, Administration and Enforcement
 - Chapter 17.40, Improvements
 - Chapter 17.48, Design and Construction Specifications
 - Chapter 17.56, Variances

- DCC Title 18, Deschutes County Zoning Ordinance
 - Chapter 18.04, Title, Purpose, and Definitions
 - Chapter 18.12, Establishment of Zones
 - Chapter 18.40, Forest Use Zone (F2)
 - Chapter 18.60, Rural Residential Zone (RR10)

- DCC Title 22, Deschutes County Development Procedures Ordinance
 - Chapter 22.40, Declaratory Ruling

- Oregon Revised Statutes (ORS)
 - Chapter 215, County Land Use Planning; Resource Lands

- Oregon Administrative Rules (OAR)
 - Chapter 660, Land Conservation and Development Department
 - Division 12, Transportation Planning

II. BACKGROUND AND PROCEDURAL FINDINGS

A. Nature of Applicant’s Request

The Applicant plans to construct a path on the Subject Properties. The path would parallel Highway 97 and provide bicycle and pedestrian access between the City of Bend and areas south of the city, portions of which are on federally-owned lands. When completed the path will tie into the existing Sun Lava Trail, which connects to the Sunriver community and to other recreational areas and attractions in the same vicinity. This Decision will refer to the proposed path as the “Project.”

The entirety of the Project runs through multiple zones and into areas in which the County does not regulate land use. The Applicant seeks a Declaratory Ruling with respect to the portion of the Project that is within the County’s jurisdiction. The specific request the Applicant makes are set forth in later findings.

///

B. Notices and Hearing

On May 5, 2023, the County mailed a Notice of Application (“Application Notice”), after which the County began receiving comments on the Application. On October 27, 2023, the County issued a Notice of Public Hearing (“Hearing Notice”). Pursuant to the Hearing Notice, I presided over an evidentiary hearing as the Hearings Officer on December 6, 2023, which began at 6:01 p.m. The Hearing was held via videoconference, with Staff from the Deschutes County Planning Division (“Staff”), the Applicant’s representatives, and other participants present in the hearing room. The Hearings Officer and other participants participated remotely.

At the beginning of the Hearing, I provided an overview of the quasi-judicial process and instructed participants to direct comments to the approval criteria and standards, and to raise any issues a participant wanted to preserve for appeal. I stated I had no *ex parte* contacts to disclose or bias to declare. I asked for but received no objections to the County’s jurisdiction over the matter or to my participation as the Hearings Officer presiding over the Hearing.

The Hearing concluded at 7:29 p.m., before which time I also announced that the written record would remain open as follows: (1) any participant could submit additional materials until December 13, 2023 (“Open Record Period”); (2) any participant could submit materials rebutting information provided during the Open Record Period until December 20, 2023 (“Rebuttal Period”); and (3) the Applicant could submit a final legal argument no later than December 27, 2023. At that time, Staff also provided instructions for how to submit materials within the required timelines.

C. 150-day Clock

The Applicant submitted the Application on April 24, 2023. Staff reviewed the Application and, on May 24, 2023, notified Applicant that the Application was not complete (“Notice of Incomplete Application”). Following an additional submittal from the Applicant, Staff deemed the Application complete on October 19, 2023.

Using October 19, 2023, as the date of completeness, the original deadline for a final County decision under ORS 215.427 – “the 150-day clock” – was March 17, 2024. As of the date of the Hearing, the Applicant requested a 21-day extension of the 150-day clock, which would have extended the deadline for a final County decision until April 7, 2024. As noted above, however, the record was held open for an additional 21 days following the Hearing. The extended record period was agreed to by the Applicant.

Pursuant to DCC 22.24.140(E), a continuance or record extension is subject to the 150-day clock, unless the Applicant requests or otherwise agrees to the extension. Here, the Applicant agreed to the extension. Under the Code, therefore, the additional 21 days the record was left open do not count toward the 150-day clock. Adding that time period to the modified deadline, the new deadline for the County to make a final decision is April 28, 2024.

///

///

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

A. Declaratory Ruling Standards

The subject Application is presented as a request for a Declaratory Ruling, pursuant to DCC Chapter 22.40. The Applicable provisions of that Code section are set forth below.

Section 22.44.010, Availability of Declaratory Ruling

- A. *Subject to the other provisions of DCC 22.40.010, there shall be available for the County’s comprehensive plans, zoning ordinances, the subdivision and partition ordinance and DCC Title 22 a process for:*
 - 1. *Interpreting a provision of a comprehensive plan or ordinance (and other documents incorporated by reference) in which there is doubt or a dispute as to its meaning or application;*

The Applicant presents multiple issues in which it asserts there is doubt or a dispute over the meaning or application of the County’s Comprehensive Plan (“Plan”) or Code. Based on my review of the record, the best articulation of those issues and how they relate to the Plan and Code is as follows:

- 1. Is Parcel 1¹ zoned RR-10 or F-2? The County’s Zoning Map, which identifies the zoning for all property in the County, is a component of the Plan and Code. As evidenced by the competing arguments in the record, there is both a doubt and a dispute over the correct zoning of Parcel 1.
- 2. Is the portion of the project the Applicant seeks to construct a Type III road or street project allowed outright in the RR-10 and OS&C zones? DCC 18.04.030 defines various classes of “road and street projects”. As evidenced by the competing arguments in the record, there is a dispute over whether the Applicant’s Project is a road or street project under that Code provision at all and, if so, what class of road or street project it is or whether such projects are allowed in the RR-10 and OS&C zones.
- 3. In the alternative, does the County’s F-2 zone allow a bicycle and pedestrian path, like the Project proposed by the Applicant, as a use permitted outright in that zone? While the Applicant asserts that the Project is a use permitted outright in the F-2 zone, opposing testimony asserts the Project is not allowed at all in that zone. A dispute therefore exists over the meaning and application of the F-2 zone provisions.
- 4. Does the County’s F-2 zone allow a bicycle and pedestrian path, like the Project proposed by the Applicant, as a conditional use without the need for an exception to Statewide Planning Goal 4?

¹ As noted on the cover page, the Subject Properties consist of two areas, one of which is within ODOT’s right-of-way, and one of which is on private property. Although the participants do not use these designations, for ease of reference this Decision will refer to the ODOT property as “Parcel 1” and to the private property as “Parcel 2”.

Similar to the third request, and as an alternative to its other requests, the Applicant asserts that the Project is a use permitted conditionally in the F-2 zone, while opposing testimony asserts the Project is not allowed at all in that zone. The Applicant’s alternative requests therefore presents a dispute over the meaning and application of the F-2 zone provisions.

Participants Windlinx Ranch Trust and Randy Windlinx (collectively, “Windlinx”) assert that a Declaratory Ruling is not permitted in this matter because the Applicant “is not seeking an interpretation” of the Plan or the Code, and that a Declaratory Ruling “can only be used to interpret ambiguous language.” The express language of this Code provision, however, applies where there is “doubt or a dispute over the meaning or application” of the Plan or Code, and it does not require that there be ambiguous language to interpret. The Zoning Map is a good example of a part of the Plan or Code that contains no “language” to interpret, but that nevertheless has meaning and is applied to a factual scenario. Other aspects of the requested Declaratory Ruling are grounded in Code language, such as the meaning of “road and street project”, which the parties interpret differently and, therefore, is arguably ambiguous.

Based on the foregoing, I find that the Applicant’s request is consistent with DCC 22.44.010(A)(1) and presents the kinds of requests that are contemplated by this Code provision.

- B. *A declaratory ruling shall be available only in instances involving a fact-specific controversy and to resolve and determine the particular rights and obligations of particular parties to the controversy. Declaratory proceedings shall not be used to grant an advisory opinion. Declaratory proceedings shall not be used as a substitute for seeking an amendment of general applicability to a legislative enactment.*

As described above, the Applicant’s request for a Declaratory Ruling essentially seeks to determine the land use review requirements, if any, required to construct and maintain the Project on the Subject Properties. As presented to the Hearings Officer, these requests do not seek actual approval of the Project and, instead, seek to establish the Applicant’s rights and obligations if it proceeds with the Project. Depending on the outcome of each request, additional review of the Project may be required, and this proceeding only responds to the requests presented in the Application. Each of the requests involves a fact-specific inquiry, based primarily on the location of the Subject Properties and the configuration and purpose of the Project.

No participant has asserted that the Declaratory Ruling would be advisory in nature, but Windlinx does argue that the Applicant’s request is precluded by this Code provision because it is “used to review and reverse the prior County Board decision.” The prior decision Windlinx refers to is the County’s 1999 denial of the Applicant’s request to site a weigh station in the same or similar portion of the right-of-way comprising Parcel 1 (the “Weigh Station Decision”).² That decision applied the F-2 zone to that portion of the Subject Property, which Windlinx asserts is dispositive of the zoning issue. The binding nature of the Weigh Station Decision is addressed in more detail below in findings addressing the zoning of Parcel 1. Regardless of the outcome of that issue, however, I find that Windlinx’s argument is not applicable to this specific Code provision, which prevents Declaratory Rulings from serving as “a substitute for seeking

² *In re Application of the Oregon Department of Transportation for a Conditional Use Permit and Variance*, County File Nos. CU-98-109 and V-98-15, Findings and Decision (June 28, 1999).

an amendment of general applicability to a legislative enactment.” The Weigh Station Decision Windlinx asserts the Applicant is trying to “amend” was not a legislative enactment and, instead, denied the issuance of a conditional use permit. Nor would that decision or any later “amendment” of that decision be of general applicability, as they would apply only to the Applicant.

Based on the foregoing, I find that this Code provision does not limit the Applicant’s ability to make the requests presented in the Application for a Declaratory Ruling.

C. Declaratory rulings shall not be used as a substitute for an appeal of a decision in a land use action or for a modification of an approval. In the case of a ruling on a land use action a declaratory ruling shall not be available until six months after a decision in the land use action is final.

Windlinx asserts that this Code provision prohibits the Applicant from requesting a Declaratory Ruling because, according to Windlinx, the request serves as an appeal of the Weigh Station Decision by seeking to overturn that decision. The binding nature of the Weigh Station Decision is addressed in more detail below in findings addressing the zoning of Parcel 1.

The only thing that Applicant’s request in this proceeding has in common with the Weigh Station Decision is that they both involve Parcel 1. The two proceedings do not involve the same use (a weigh station for trucks versus a path for bicycles and pedestrians). The two proceedings also do not appear to involve the same properties other than Parcel 1, as Parcel 2 was not part of the proposal in the Weigh Station Decision. To the extent that the two proceedings may invoke a common issue (the zoning of Parcel 1), that issue is relevant only to a portion of the Applicant’s request in this proceeding, as the Applicant makes alternative requests, some of which assume Parcel 1 is zoned RR-10, and some of which assume Parcel 1 is zoned F-2.

The argument Windlinx presents relies on a faulty assumption. Windlinx asserts that “[i]f the Hearings Officer declares the subject property RR-10, that decision reverses the 1999 Board decision.” (Emphasis added). The Board’s prior decision was to deny a conditional use permit. As discussed in more detail below, the Board’s denial was not based on the zoning of the property and, instead, was based on the Applicant’s failure to satisfy certain approval standards. If this Decision determines Parcel 1 is zoned RR-10, that will have no effect on the County’s prior decision. The Applicant would not be able to, for example, argue that it now has a conditional use permit for a weigh station. I find it is more accurate to address Windlinx’s argument as one of “issue preclusion”. That argument is addressed in more detail below.

Based on the foregoing, I find that this Code provision does not limit the Applicant’s ability to requests presented in the Application for a Declaratory Ruling.

///

///

D. *The Planning Director may refuse to accept and the Hearings Officer may deny an application for a declaratory ruling if:*

- 1. *The Planning Director or Hearings Officer determines that the question presented can be decided in conjunction with approving or denying a pending land use application or if in the Planning Director or Hearing Officer’s judgment the requested determination should be made as part of a decision on an application for a quasi-judicial plan amendment or zone change or a land use permit not yet filed;*

This Code provision provides the Hearings Officer with some discretion to deny an application for a Declaratory Ruling if, in the Hearings Officer’s judgment, the request is better addressed as part of a pending or future land use permit application. As noted above, the requests presented to the Hearings Officer do not seek actual approval of the Project and, instead, seek to establish the Applicant’s rights and obligations if it proceeds with the Project. I therefore exercise the discretion provided to me by the Code to consider the Application and not deny it on the basis that some other permitting process is more appropriate.

Section 22.40.020, Persons Who May Apply

A. *DCC 22.08.010(B) notwithstanding, the following persons may initiate a declaratory ruling under DCC 22.40:*

- 1. *The owner of a property requesting a declaratory ruling relating to the use of the owner’s property.*
- 2. *In cases where the request is to interpret a previously issued quasi-judicial plan amendment, zone change or land use permit, the holder of the permit; or*
- 3. *In all cases arising under DCC 22.40.010, the Planning Director.*

As explained in the Staff Report, the record indicates that the Applicant is the owner of Parcel 1, and that the owner of Parcel 2 has consented to the Application. No participant asserts otherwise, and I find that this Code provision is satisfied.

B. *A request for a declaratory ruling shall be initiated by filing an application with the planning division and, except for applications initiated by the Planning Director, shall be accompanied by such fees as have been set by the Planning Division. Each application for a declaratory ruling shall include the precise question on which a ruling is sought. The applicant shall set forth whatever facts are relevant and necessary for making the determination and such other information as may be required by the Planning Division.*

The only component of this Code section potentially in dispute is the requirement for an applicant to include the precise question on which a ruling is sought. The Staff Report indicates that the Application is sometimes less than clear with respect to the precise question being presented, as do comments provided by Windlinx. Notwithstanding the fact that the Applicant describes its requests in different ways, I find that the Applicant does present precise questions on which a ruling is sought. Those four questions are set forth in the preceding section. The testimony of the Applicant and other participants addresses those

questions, and I do not find any basis to reject or deny the Application based on the level of precision the Applicant used in presenting the questions for which it seeks a ruling.³

B. Parcel 1 Zoning Designation

Applicant’s first request relates to the zoning designation that applies to Parcel 1, all of which is within the right-of-way of Highway 97. The Applicant specifically requests a ruling that Parcel 1 is designated as part of the RR-10 zone. In support of that request, the Applicant provides evidence of the RR-10 zone as depicted in the County’s Zoning Map, as well as the manner in which that zone is depicted in the County’s geographic information system (“GIS”), which contains an electronic version of the Zoning Map. Windlinx disputes the Applicant’s characterization of the Zoning Map. The participants also disagree whether the County’s prior Weigh Station Decision resolves this issue.

1. Zoning Map Designations

The County maintains two types of maps that depict the location of all zones in the County. The first map is an “analog” version of the Zoning Map, prepared on mylar sheets and adopted by County ordinance. As explained in the Staff Report, those mylar sheets include hand-taped lines to identify adopted or amended zoning boundaries, and cartographers originally used varying tape widths that lacked the accuracy of modern GIS software applications. The County also maintains an electronic map layer within its GIS database. Pursuant to DCC 18.12.030, the GIS version of the Zoning Map is the “official replica” of the Zoning Map.

DCC 18.12.040 states that if there is a dispute regarding the zoning classification of a property, “the original ordinance with map exhibit contained in the official county records will control.” Thus, because the analog version of the Zoning Map (i.e. the maps prepared on mylar sheets) are exhibits to the County’s ordinances adopting the Zoning Map, the analog version of the map will control if there is a difference between that version and the “official replica” of the Zoning Map maintained in an electronic format.

Windlinx relies on that distinction and focuses its arguments on a version of the Zoning Map that includes the mylar sheets, asserting that those maps are different than the electronic version of the map, that they depict Parcel 1 as being in the F-2 zone, and, therefore, are determinative of the F-2 zone applying to all of Parcel 1. Windlinx roots that argument in the County’s version of the Zoning Map adopted in 1979.

In 1992, through Ordinance No. 92-060, the County updated the 1979 Zoning Map with the express purpose of making it more accurate. Further, as explained by the technical analysis in the record submitted by Staff, which included information from a County Application Systems Analyst (“Systems Analyst”), the 1992 version of the Zoning Map was itself based on a digitized version of the 1979 Zoning Map. That is, the County hired an outside expert to prepare an electronic version of the Zoning Map, and the County then prepared new mylar sheets based on the electronic version of the map to include with the ordinance

³ The Code contains other procedural and policy elements relating to a request for a Declaratory Ruling in DCC 22.40.030 through DCC 22.40.050. No participant has raised any issues with respect to those Code provisions. I hereby adopt the findings in the Staff Report relating to those Code provisions as my findings and incorporate them here into this Decision.

for adoption. The 1992 version of the Zoning Map did not change the zoning of Parcel 1. As part of the adopting ordinance, the County’s Board of Commissioners (“Board”) expressly confirmed that the 1992 Zoning Map, which was based on an electronic version of the original map, would ensure consistency with the original map.

Based on the foregoing, although the analog version of the Zoning Map takes precedence over the County’s “digital replica” of the map, in this case there is not a distinction between the two. The electronic version of the Zoning Map was built on the original version of the Zoning Map, which was then updated to reflect the electronic version, and the Board confirmed that the two are the same. This conclusion is further supported by the Systems Analyst, who compared the original mylar-based Zoning Map to the “digital replica”, measuring fixed points such as the location of the Highway 97 centerline and the closest section line, to then analyze the location of the zone boundaries. Based on that comparison, the Systems Analyst concluded that the zone boundaries on the original mylar sheets is the same as the boundaries on the digital version of the Zoning Map.

Windlinx does not offer its own technical information to refute the technical analysis provided by the County’s Systems Analyst, instead arguing that the information provided by that analyst has “no probative value” because: (1) the analyst is not “qualified for interpreting the official zoning map”; (2) has no authority to make zoning determinations; and (3) does not describe how they were able to scale measurements off the 1979 mylars.⁴ Despite Windlinx’s criticism, I find that the information provided by the Systems Analyst is relevant to determining the correct zoning. First, the record demonstrates that the Systems Analyst holds a senior-level position with technical expertise relating to the County’s electronic data systems, the purpose of which is to provide professional systems analysis to other County departments. Second, the information provided by the Systems Analyst does not require them to have authority to make zoning determinations and, instead, is information on which such a determination can be based by someone with that authority. Third, contrary to Windlinx’s statement, the information provided by Staff details the methodology the Systems Analyst used to scale the measurements from the 1979 mylars.

Based on the foregoing, which also demonstrates an intent by the County’s Board that the analog and electronic versions of the Zoning Map are to be read as being the same, I find that the preponderance of the evidence indicates Parcel 1 is zoned RR-10 on the Zoning Map. In the alternative, and assuming there is a discrepancy between the two versions of the Zoning Map, I find that the original mylars also depict Parcel 1 as being in the RR-10 zone. The basis for that alternative conclusion is set forth below.

As an initial matter, it should be noted that the record does not reveal a major discrepancy between the two versions of the Zoning Map. The electronic version, the applicable portion of which appears in the Staff Report and other places in the record, depicts the RR-10 zone as encompassing the actual roadway that forms Highway 97, as well as the area to the east of the roadway, which the Applicant asserts, and no participant disputes, is still part of the Highway 97 right-of-way. The adjacent F-2 and Open Space and

⁴ Windlinx also asserts the Systems Analyst did not take into account a later decision by the Board that addressed the zoning of Parcel 1. That assertion is addressed in findings below, is a legal argument, and is not relevant to the technical information the Systems Analyst provided. I therefore do not address that argument here.

Conservation (“OS&C”) zones on private property to the east appear on the map as being separated from the Highway 97 roadway or centerline, and they coincide with the property lines that separate the Applicant’s ownership from those private ownerships. Multiple versions of the original Zoning Map depict a similar configuration. For example, the black and white version of the 1979 Zoning Map included in the Applicant’s hearing presentation shows a white strip between the Highway 97 centerline and the adjacent parcels to the east, indicating the presence of the RR-10 zone on the east side of the Highway 97 centerline. The high-resolution version of the mylar maps, provided by Windlinx and the Applicant in post-hearing submittals, shows that same strip.

Although the two versions of the Zoning Map largely depict the same zoning configuration with the RR-10 zone showing on the east side of Highway 97, they do appear to depart in one small area. Specifically, at the north end of the subject area, where the northwest corner of the F-2-zoned Windlinx property intersects with the Highway 97 right-of way, the taped line on the mylar sheets crosses over to the west side of the line depicting the highway centerline, whereas the electronic version of the Zoning Map continues to show the F-2 zone completely to the east of the highway centerline.

The differing positions in this proceeding assert that the Highway 97 right-of-way that comprises Parcel 1 is either fully in the RR-10 zone (the Applicant’s position), or fully in the F-2 zone (Windlinx’s position). I find that this issue is resolved by looking at the text and context of the Code.

The Applicant and other participants in this proceeding acknowledge that the original Zoning Map lacks precision and that, due to various factors (width of the tape used, scale of the map), the mylars can be difficult to interpret. The Code contemplates this difficulty, however, and provides guidance on how to determine the location of a particular zone. Specifically, DCC 18.12.040 states that “[u]nless otherwise specified, zone boundaries are section lines, subdivision lines, lot lines, center lines of street or railroad rights of way, water courses, ridges or rimrocks, other readily recognizable or identifiable natural features, or the extension of such lines” (emphasis added). No participant has submitted any information to the record describing the zone boundaries using a metes or bounds description, or submitted evidence indicating that the zone boundaries in this area are “otherwise specified” to follow a feature that is not listed in the Code. I further note the presence of other features the Code contemplates as zone boundaries, such as section lines and railroad rights of way, but which the zoning boundary does not appear to follow, and which the participants do not rely on to support their arguments. Thus, the question to resolve is whether the line between the RR-10 zone and the F-2 zone in this area on the Zoning Map is intended to follow lot lines (the Applicant’s position) or is intended to follow the center line of Highway 97 (Windlinx’s position).

The 1979 Zoning Map depicts the centerline of Highway 97 as a dark, curved line. The tape on the mylar sheets does not appear to have a direct relationship to that line. Instead, except for the northern portion where the tape crosses the right-of-way line, the tape appears to follow property boundaries as described by the participants. In other areas on the exhibits in the record, the tape appears to follow section lines. Understanding that the width and location of the tape is not always consistent, but looking to the entirety of the zoning boundary as it is depicted on this portion of the Zoning Map, I find it more likely than not that the zoning boundary, as indicated by the tape, was intended to follow lot lines rather than the centerline of the highway. If the County intended to follow the centerline of the highway, one might expect to see the tape adhered closer to the black right-of-way line, or even cover that line since it is the centerline

of that street. I also note that no other zone boundary in this area of the Zoning Map appears to key off of the Highway 97 centerline. Of all the features the Code contemplates as a boundary line, the lot lines to the east of the highway right-of-way, rather than the centerline of the highway or any other feature, offer the most likely explanation for the boundary's location.

Windlinx asserts that if the boundary line does not follow the centerline of Highway 97 that the result would be multiple unusable strips of land between Highway 97 and private property to the east of the highway. As the Applicant notes, however, those areas are not unusable if they are zoned RR-10. The evidence in the record indicates that the entire area between the Highway 97 centerline and the private property to the east is part of the Highway 97 right-of-way. As such, that area can be used for right-of-way purposes as long as it is consistent with the applicable provision of the Code. Indeed, the participants appear to agree that there are more uses possible for such areas if they are zoned RR-10 than if they are zoned F-2. It is therefore just as likely that the County intended to have only one zone apply to the Highway 97 right-of-way as it is that it intended to have two different zones, and therefore allow different sets of uses, apply to the same right of way. Regardless of the intent, the bulk of the right-of-way comprising Parcel 1 contains the RR-10 designation, and the line between that zone and the F-2 zone adheres to property boundaries more closely than it does to the Highway 97 centerline.

Based on the foregoing, I find that the Zoning Map, both the analog version and the electronic version, depicts Parcel 1 as being zoned RR-10.

2. Impacts of the Weigh Station Decision

As noted in previous findings, the County's 1999 Weigh Station Decision denied an application for a conditional use permit for a weigh station on a portion of the Highway 97 right-of-way comprising Parcel 1. The Weigh Station Decision expressly concludes that Parcel 1 is zoned F-2. Windlinx argues that the County's prior decision is final and binding on the present Application. The Applicant disagrees and asserts that the Hearings Officer can review the zoning issue without being bound by the language of the Weigh Station Decision.

As presented by the participants, this issue invokes the idea of "issue preclusion." The Land Use Board of Appeals ("LUBA") has consistently described issues preclusion as follows:

When an issue has been decided in a prior proceeding, the prior decision on that issue may preclude relitigation of the issue if five requirements are met: (1) the issue in the two proceedings is identical; (2) the issue was actually litigated and was essential to a final decision on the merits in the prior proceeding; (3) the party sought to be precluded had a full and fair opportunity to be heard on that issue; (4) the party sought to be precluded was a party or was in privity with a party to the prior proceeding; and (5) the prior proceeding was the type of proceeding to which preclusive effect will be given.⁵

⁵ See, most recently, *Columbia Pacific Building Trades Council v. City of Portland*, -- Or LUBA --

LUBA refers to the foregoing as the “*Nelson* factors.” LUBA also distinguishes issue preclusion from the “law of the case”, which bars relitigation of the same issue in different phases of a proceeding, for example after remand by LUBA.⁶ Although LUBA regularly entertains arguments relating to issue preclusion, it has also held that:

The nature of successive land use applications and land use decisions is such that it will be a rare circumstance, if ever, that a prior land use proceeding precludes the ability of the applicant to file a new land use application, based on different evidence or a different legal theory, and obtain a new land use decision on the new application.⁷

Applying the *Nelson* factors to this case, I find that the County’s prior Weigh Station Decision does not preclude the Applicant from seeking a declaration that Parcel 1 is zoned RR-10.

For related reasons, the issue in the two proceedings is not identical, and the issue over the zoning of Parcel 1 was not actually litigated in the prior decision. Taking a broader view of the two cases, the “issue” in the Weigh Station Decision was whether the Applicant had demonstrated compliance with the County’s conditional use criteria, whereas the issue in this proceeding includes a precise question about the applicable zoning and whether Applicant’s bicycle and pedestrian path is a “Class III” project permitted outright in either the RR-10 or F-2 zone. Taking a narrower view of the cases, the Board did address the zoning of the Highway 97 right-of-way in the prior decision, but that issue was not actually litigated. Rather, the evidence in this record includes a letter from the Applicant’s representative who reviewed the Zoning Map in 1994 and concluded that “this area appears to be zoned F-2.” Shortly thereafter, Staff responded that it was Staff’s “understanding” that the F-2 zoning was correct, but that response does not indicate if that understanding was based on a zoning analysis or based on the Applicant’s representation. Further, it is not clear that the zoning issue was essential to the outcome in the earlier case. Indeed, the Weigh Station Decision also expressly determined that a portion of the subject property in that case (an acceleration lane existing the facility) was zoned RR-10.⁸ The essential components of that earlier decision were therefore the criteria the Board addressed that it determined were not met rather than any specific findings about the zoning.

The Board’s Weigh Station Decision does describe Highway 97 as dividing “the RR-10 zoning to the west and the F-2 zoning to the east in the vicinity of the proposed weigh station facility.” That description also refers to DCC 18.12.040 and its reference to street centerlines. Despite that language, there is no evidence in the Weigh Station Decision that there was a dispute over the zoning of the right-of-way, much less any indication that the Board addressed the portion of DCC 18.12.040 that states a zone boundary can also

(LUBA No. 2020-009) (Oct. 30, 2020), *quoting Lawrence v. Clackamas County*, 40 Or LUBA 507, 519 (2001) and *citing Nelson v. Emerald People's Utility Dist.*, 318 Or 99, 104 (1993)).

⁶ See *Widgi Creek Homeowners Association v. Deschutes County*, -- Or LUBA -- (LUBA No. 2014-109) (June 2, 2015).

⁷ See *Central Oregon LandWatch v. Deschutes County*, -- Or LUBA -- (LUBA No. 2018-095) (Dec. 14, 2018) (emphasis added).

⁸ See Weigh Station Decision at p.9.

follow lot lines. Indeed, the decision expressly notes that it was the Applicant that provided the location and map information the Board relied on. Further, that decision followed a decision by a hearings officer and a staff report, neither of which indicates the zoning of the property was an issue in dispute. Windlinx’s own characterization of the earlier proceeding undercuts its position, and Windlinx submitted comments in this proceeding that “[t]he County Board’s 1998 [sic] decision simply confirmed what ODOT represented.”

For a separate and independent reason, I also find that applying issue preclusion in this proceeding would be inconsistent with the fifth *Nelson* factor. In a different case involving the County, LUBA considered a prior decision in which the Board denied a land use application relating to the creation of two reservoirs, but later approved applications allowing the reservoirs.⁹ Addressing an argument that issue preclusion prohibited the County from approving the reservoirs, LUBA upheld the County’s decision, agreeing in part that applicants are allowed under the Code to re-apply for a use previously denied as a means of encouraging an applicant to address problems identified in the denial decision rather than appealing the decision.

That same logic holds here. If the Applicant would have been authorized to reapply for a conditional use permit for the denied weigh station, it follows that the Applicant should also be authorized to seek approval for a different use. Under Windlinx’s argument, in contrast, which asserts the Applicant should have appealed the Weigh Station Decision even though the Applicant accepted the denial, the appeal would have been solely of the Board’s finding relating to the zoning, which would not have changed the outcome of that decision.¹⁰ That approach would have also required the Applicant to appeal an issue that was not in dispute in the proceeding. Such an approach is counter to the goal of applying issues preclusion, resulting in additional, more complex proceedings rather than fewer, simpler proceedings.

In this proceeding, the Applicant is making a different request, based on different facts, and different arguments. The Application should therefore be judged on its own merits rather than on a prior decision in which the same issue was not even in dispute. Based on the foregoing, I find that issue preclusion does not bind the outcome of this proceeding.

C. Type III Road and Street Project

For its second request in the Application, the Applicant seeks a determination that its Project is a “road and street project” and, more specifically, a “Class III” road and street project.

1. Road and Street Project

DCC 18.04.030 defines a “road and street project” as “the construction and maintenance of the roadway, bicycle lane, sidewalk or other facility related to a road or street.” In the Application, the Applicant states that the “proposed bicycle path is considered a facility related to a road or street”, and the Applicant states that the Project is also a “Bicycle Route.”

⁹ *Bishop v. Deschutes County*, -- Or LUBA -- (LUBA Nos. 2018-111 and 2018-112) (May 1, 2019).

¹⁰ The Board denied the permit for the weigh station based on multiple substantive approval criteria and not because of the zoning of the property.

The Code language is less than clear with respect to the implication of the Applicant referring to the Project as a Bicycle Route. The Code has two definitions for “Bicycle Route”. A stand-alone definition in DCC 18.04.030 defines it as a “a segment of a bikeway¹¹ system designated with appropriate directional and information markers by the jurisdiction having authority.” A separate definition for that same phrase also appears beneath the definition of “road or street” in that same Code section, defining Bicycle Route more broadly as a “right of way for bicycle traffic.”

In the absence of an interpretation of this language by the County’s Board, I must determine the meaning of this language from the text and context of the Code in which it appears. As it relates to a road or street, the text of the Code states simply that a Bicycle Route is a right-of-way for bicycle traffic. The record clearly indicates that the Project includes a right-of-way (the area along Highway 97 controlled by the Applicant), and that the right-of-way will have a path for bicycles. Looking to the other, stand-alone definition of “Bicycle Route”, the Project meets that definition as well, as it is a path that will be a segment of a bikeway, specially designated as open to bicycle traffic. I therefore agree with the Applicant that the Project is appropriately referred to as a “Bicycle Route” as contemplated by the Code.

Turning to the context in which this phrase is used, a Bicycle Route that is a right of way for bicycle traffic is one type of “road or street.” This conclusion is based in part on the implication arising from the definition of “Bicycle Route” appearing as a subpart of the definition of “road or street”. That is, the Code appears to define certain facilities, including a Bicycle Route, that is an example of a road or street. This conclusion is further evidenced by the other definitions appearing under the definition of “road or street”, such as “arterial” and “collector”, all of which are examples of streets.

In light of those definitions, there are two bases on which to conclude that the Project is some type of “road and street project” as defined by the Code. First, because a Bicycle Route itself is listed as an example of a “road or street”, then the construction of the Bicycle Route is the construction of a “facility related to a road or street.” Second, even if the Bicycle Route itself is not a “road or street”, the record reveals that the Project relates to Highway 97, which is a street.¹² Specifically, the Applicant intends the Project as a modification and improvement of Highway 97, in part by removing bicycle traffic from the current Highway 97 facility and having bicycle traffic use the new path instead.

Windlinx presents several arguments to support its conclusion that the Project cannot be classified as any type of “road or street project.”¹³ Windlinx primarily asserts that the Project is a “multi-use path” and that the definition of “road and street project” does not include a reference to multi-use paths. According to

¹¹ CDC 18.04.030 defines “bikeway” as a “road, path or way which in some manner is specially designated as being open to bicycle travel, regardless of whether such facility is designated for the exclusive use of bicycles or is shared with other transportation modes.

¹² CDC 18.40.030 defines “street” as “the entire width between the right of way lines of every public way for vehicular and pedestrian traffic” and includes a “highway” or other similar designation, which describes Highway 97.

¹³ Windlinx also presents arguments asserting that the Project is not a “Class III” road and street project. Separate findings in a later section of this Decision address those arguments.

Windlinx, the absence of such a reference means the County intended to exclude multi-use paths from that definition.

Windlinx is correct that the Project appears to fall within the definition of a multi-use path. DCC 18.04.030 defines “multi-use path” as “a path physically separated from motor vehicle traffic by an open space or barrier and either within a highway right-of-way or within an independent right-of-way. The multi-use path is used by bicyclists, pedestrians, joggers, skaters and other non-motorized travelers.” Using the description of the Project provided by the Applicant, the Project is a multi-use path under this definition: (1) it will be a path; (2) it will be physically separated from motor vehicle traffic; (3) it will be within a highway right-of-way; and (4) it will be used by bicycles and other non-motorized travelers.

Whether or not the Project can be characterized as a multi-use path, however, is not the end of the inquiry. Windlinx’s specific argument is that the definition of “road or street project” must be interpreted to exclude multi-use paths from that definition, which logically means that the definition also does not include multi-use paths. Specifically, Windlinx makes the following statements in support of its interpretation:

- “[T]he definition of a road and street project in DCC 18.04.030 includes only a bike lane which is part of the actual road or street”
- “The only bike facility included in the definition [of road or street project] is a bicycle lane.”
- “Intuitively, a road or street project can only involve something that is defined as a road or street”
- The definition of road or street “does include a bicycle route and that use is exclusive to bicycle use”

Windlinx’s interpretation of the definitions of “road and street project” is narrower than and inconsistent with, the text and context of the Code. First, while the definition of “road and street project” expressly includes a “bike lane”, a bike lane is only one type of bike facility, and that is not the only language in this Code provision that can apply to other bike facilities. As noted above, a “road and street project” expressly includes any “other facility related to a road or street.” Thus, a bike facility that is not a “bike lane” can still qualify as a “road or street project” as long as it relates to a road or street. For the same reason, Windlinx’s statement that a “road or street project” can only involve something that is itself a road or street is inconsistent with the Code language. That is, Windlinx’s interpretation would have the effect of removing the phrase “related to” from the definition and replacing it with new language, such that the Code would read, as revised by Windlinx, “...or other facility ~~related to~~ that is a road or street.”

Windlinx’s characterization of the definition of “road or street” is also counter to the plain text of the Code. Windlinx acknowledges that the definition of “road or street” includes a Bicycle Route as an example, but incorrectly states that a Bicycle Route must be exclusive to bicycle use, which the Project is not. Neither definition of “Bicycle Route” in the Code requires such a facility to be exclusive for bicycles. To the contrary, the stand-alone definition of that phrase describes it as part of a “bikeway” system, and the definition of a “bikeway” expressly states that such a facility does not need to be used exclusively by bicycles.

Finally, the mere absence of “multi-use path” in the definition of “road and street project”, in this case, does not serve to exclude multi-use paths from that definition. The Code separately defines many other road or street facilities (e.g., alley, arterial, bicycle route, collector, cul-de-sac, and local street), none of which are expressly included in the definition of “road and street project”. Under Windlinx’s interpretation, the separate definitions of those facilities, coupled with their absence in the definition of “road and street project”, would serve to prevent those facilities from being included in a “road or street project”. The only facilities that would qualify as a “road and street project” would be a “roadway”, “bicycle lane”, or a “sidewalk”. In the absence of an interpretation by the County’s Board that the Code is intended that way, I find Windlinx’s interpretation to be unreasonable. Even if that interpretation is reasonable, a more reasonable interpretation is that the phrase “other facility related to a road or street” includes all facilities related to a road or street whether or not they are defined elsewhere in the Code. In summary, the Project involves the construction of a facility that is related to a road or street. As such the Project is a “road or street project” under the Code regardless of whether it is characterized as a bicycle route, a bikeway, or a multi-use path.

2. Class III Road and Street Project

The definition of “road and street project” in DCC 18.04.030 states that all road and street projects shall be classified as a “Class I, Class II, or Class III project.” The Applicant’s request for a Declaratory Ruling seeks to establish only that the Project is a Class III project.¹⁴

The definition of a Class III project is straightforward. DCC 18.04.030 states that a “‘Class III Project’ is a modernization, traffic safety improvement, maintenance, repair or preservation of a road or street.” According to the Applicant, the Project modernizes and improves the traffic safety on Highway 97. The Applicant specifically asserts that constructing a separated facility for bicycles and pedestrians within the same right-of-way of an existing facility is a “defining element” of modernization. The Applicant also asserts that separating modes of traffic improves safety for all users.

Windlinx counters that the Project is not a Class III project, based primarily on its argument that the Project is not a “road and street project” at all. As explained in more detail above, this Decision rejects that argument and finds that the Project is a “road and street project” as defined in the Code.

With respect to the classification of a “road and street project”, Windlinx asserts that the Project “is not a modernization, traffic safety improvement, maintenance, or preservation of a road or street.” As Windlinx notes, the Code appears to require that a Class III project that is for modernization or traffic safety be the modernization of an existing road or street, or a traffic safety improvement to an existing road or street. Windlinx asserts the Project fails to meet that definition because “[a] proposed new multi-use path is not a modernization of an existing road or street” and that “[c]onstructing a new facility may provide a safe facility for bikes and other uses, but that does not make that facility part of an existing road.” Windlinx also states that “[t]he fact that [Applicant] claims its path provides a safer facility does not make it an

¹⁴ In later submittals, the Applicant presents arguments, in the alternative, that the Project could be considered a Class II project. Because the Application and subsequent materials do not state a clear request for a declaratory ruling on that issue, and because this Decision concludes the Project is a Class III project, this Decision will not address that alternative argument.

improvement to the existing highway,” and asserts that the Applicant has not demonstrated there is a bicycle or pedestrian safety issue on Highway 97 that needs to be addressed. At the heart of Windlinx’s comments in this regard is a theme that the Project was conceived as a recreational facility, largely separated from Highway 97 where it is not part of the Subject Properties.

I have considered and weighed all of the comments provided by the participants. I find that the Applicant has demonstrated the Project modernizes and improves the safety of Highway 97 even though it may also serve other purposes in areas other than the Subject Properties.

First, I note that one of Windlinx’s arguments – that the Project is not part of an existing road – ignores the full language of the Code, which refers to a road or street. As noted above, the Code defines “street” broadly to include “the entire width between the right of way lines of every public way for vehicular and pedestrian traffic.” Thus, the entire Highway 97 right-of-way is part of that “street”, and any modernization or safety improvements in that area are therefore part of that street.

Second, the Applicant is an expert at developing transportation facilities. Thus, its comment that creating separated paths in the same right-of-way is a defining element of modernization carries more weight than the opposing Windlinx comment that simply disagrees with the Applicant.

Third, the Applicant shows that the County’s Transportation System Plan (“TSP”) identifies Highway 97 as a bikeway and that the TSP contemplates the use of Highway 97 as a bikeway will be improved over time for bicycle safety.” Further all participants appear to agree that new arterials are intended to have such facilities. Thus, the Project is modernizing this portion of Highway 97 by making it more in line with the County’s stated future vision and with how new facilities would be designed.

Fourth, the Applicant shows that the money it will use for the Project comes from funds designated for transportation purposes. The Applicant cannot use such funds for recreational facilities. Thus, while the Project may serve recreational purposes, that does not detract from the fact that the Project is a transportation facility.

With respect to safety improvements, Windlinx does not explain why the Applicant must establish that there is a “safety problem”. The express language of the Code states that a Class III project is one that makes a traffic safety improvement to an existing road or street. The evidence provided by the Applicant indicates that crash risk factors and crash history indicate that there are safety risks associated with walking and bicycling on Highway 97 and that the Project will reduce those risks. I do not find any credible argument or information in the record that refutes the notion that the Project will reduce these risks and thereby make safety improvements, even if others may subjectively conclude that current conditions are not unsafe.

Based on the foregoing, I find that the Project, as proposed by the Applicant, is a Class III project.

D. Uses Permitted Outright in the RR-10 and OS&C Zones

As part of its second request for a Declaratory Ruling, the Applicant seeks to establish that a Type III road or street project is allowed outright in the RR-10 and OS&C zones.

DCC 18.60.020 provides a list of uses that are permitted outright in the RR-10 Zone. Among those uses, DCC 18.60.020(F) lists “Class III road or street project”. Similarly, DCC 18.48.020 provides a list of uses that are permitted outright in the OS&C Zone. Among those uses, DCC 18.48.020(E) lists “Class III road or street project”. Based on the earlier findings in this Decision that the Project is a Class III road or street project, the Project is a use permitted outright in the RR-10 and OS&C Zones.

Windlinx argues that the Project is not allowed in either of these zones. Windlinx bases this argument primarily on its assertion that the Project is not a road and street project at all, and that it does not otherwise fit any of other uses permitted outright in these zones. The findings above reject that portion of Windlinx’s argument and conclude the Project is a Class III road or street project.¹⁵

Windlinx makes the additional argument, similar to its arguments addressed above, that the County’s definition of “multi-use path”, and the absence of that use in DCC 18.60.020 and DCC 18.48.020, means that the County intended that use to be excluded from the list of uses permitted outright. Under Windlinx’s argument, the definition of “Class III project” and “multi use path” are mutually exclusive and that the multi-use path is a “distinct and separate” use from all other uses that are Class III projects.

The best evidence Windlinx provides in support of this argument is the manner in which the County uses similar language in the La Pine Neighborhood Planning Area (“La Pine NPA”). Specifically, DCC 18.61.050(D)(1) lists as uses permitted outright both a multi-use path and a Class III road and street project. As Windlinx notes, this separate listing of those uses implies that they are distinct from one another. According to Windlinx, if the County does not treat those as separate uses, the reference to multi-use paths in that Code provision is superfluous (because Class III road project would already include a multi-use path). Further, according to Windlinx, that structure, coupled with the County’s choice to omit multi-use paths in other zones, evidences an intent to prohibit the multi-use path in any zone where it is not listed. Put differently, Windlinx suggests that when the County wants to allow multi-use paths in a zone, it knows how to do that.

I agree that the Code language is ambiguous and requires interpretation. The Project falls within the definition of multi-use path and within the definition of Class III project. The ambiguity arises in determining if those definitions are mutually exclusive and, if so, which one controls the present situation. In the absence of an interpretation by the County’s Board, I must resolve this ambiguity based on the text and context of the Code.

The fact that the Code defines “multi-use path” is not dispositive, because it carries multiple, contrary implications. As Windlinx notes, the use of “multi-use path” can evidence the County’s intent to identify

¹⁵ I note that the Code contains a minor discrepancy in wording: DCC 18.04.030 provides a definition for “road and street project” and then has a sub-definition for “Class III project”, whereas the Code language in the RR-10 and OS&C zone regulations refers to a “Class III road or street project” rather than to either of the defined terms. No participant to this proceeding asserts that the difference in language has any significance, and it is clear from the text and context of the Code language that the phrase “Class III road or street project” in the zoning regulations refers to “Class III project” in the definitions.

that use and to list that use only where that use will be allowed. By implication, the absence of that phrase in other Code language could therefore be meaningful. But as noted in earlier findings, the Code contains other provisions that may apply to a multi-use path even if that phrase is excluded. The best example is the definition of “road and street project”, which refers to any facility related to a road or street, which may include a multi-use path. Indeed, because the County has a definition of multi-use path, the County would have been able to exclude that type of facility from road and street project if it intended to. In other words, because multi-use path is defined, the County, if it wanted to exclude that use from “road and street project” could have had that definition read “...other facility, except a multi-use path, related to a road or street.”

A more reasonable reading of the Code is that “multi-use path” and “Class III project” have some overlap, with the former being a potential subset of the latter, and that they are not mutually exclusive. First, other Code provisions follow this same structure. For example, the Code contains a definition for “utility facility” and for “land disposal site.” Further, a land disposal site is a type of utility facility. Some zone regulations, for example DCC 18.66.020(C), allow a “utility facility” as a conditional use. DCC 18.48.030, in contrast lists as a conditional use in the OS&C zone a “utility facility except land disposal sites.”

Second, the Code has other examples of overlapping definitions that create subsets of categories. Under the County’s Exclusive Farm Use (“EFU”) zone, DCC 18.16.025(F) allows some wineries, provided they meet certain statutory criteria. DCC 18.16.030(E) also allows wineries as a conditional use in the EFU zone under the separately-listed use of “commercial activities that are in conjunction with farm use” even if they do not meet those same statutory criteria.¹⁶ In other words, the Code establishes a broad category for all types of commercial uses, and then establishes regulations for specific uses in that broad category. Moreover, the specific regulations do not appear to impact the broader category. For example, the Multiple Use Agriculture (“MUA”) zone allows only commercial activities that are in conjunction with farm use but does not separately list “winery” as the EFU zone does. The absence of “winery” in the MUA regulations does not prohibit approving a winery in that zone. Rather, it simply means that the winery must meet the MUA zone requirements for commercial activities that are in conjunction with farm use.

Third, even Windlinx acknowledges that the Code can use different terms synonymously. In its initial comments, Windlinx identified portions of the Code that it asserts use “bikeway” and “bike lane” synonymously even though those terms are separately defined.

Ultimately, however, it is the definition of these terms and the fact that a ‘multi-use path’ is not synonymous with “Class III project” that informs how the former term is used. A multi-use path may be a type of road and street project, depending on the specific facts relating to the multi-use path. That is, if the multi-use path is a “facility that relates to a road or street,” then it qualifies a “road and street project.” If the multi-use path does not relate to a road or street, however, or does not meet the other factors that determine what a “road and street project” is, then it would not qualify as such a facility. Similarly, it is possible that a multi-use path, depending on the facts, does not qualify as a Class III project because it does not involve modernization, traffic safety improvements, maintenance, repair or preservation of an existing road or street.

¹⁶ LUBA has confirmed that a winery can be permitted under either of these uses. *See, e.g., Friends of Yamhill County v. Yamhill County*, 66 Or LUBA 212 (2012).

Those precise definitions in the Code language offer a reasonable explanation for why the County lists both “multi-use path” and “Class III project” in the La Pine NPA. That is, all Class III projects are allowed under that La Pine NPA provision, as are multi-use paths that do not qualify as road and street projects generally or as Class III projects specifically. In the RR-10 and OS&C zones, by contrast, all Class III projects are allowed under those Code provisions, but multi-use paths that do not qualify specifically as a Class III project (or qualify as a Class I or Class II project as part of a partition or subdivision) would not be allowed, because they are not separately listed.

Based on the foregoing, I find that the absence of “multi-use path” in the RR-10 and OS&C provisions does not limit the Project in those zones even though it is a multi-use path, as long as the Project is also a Class III project. The Project is therefore a use permitted outright in those Zones.

E. Uses Permitted Outright or Conditionally in the F-2 Zone

As an alternative to the foregoing requests, the Applicant makes separate requests seeking a Declaratory Ruling that the Project is a use permitted outright or conditionally in the F-2 Zone. Because those requests were made in the alternative, and because this Decision concludes that the Subject Properties are not in the F-2 zone, I find that it is not necessary to address the alternative arguments, and to do so could create more confusion than clarity.

F. Applicability of DCC 17

The record contains multiple references to DCC Title 17, including discussion of whether any provision in DCC Title 17 directly applies to this proceeding. These references and the related discussion were offered by the Applicant, Staff, and Windlinx.

The Applicant asserts that the provisions of DCC Title 17 are not directly applicable, but the Applicant also cites to provisions in DCC Title 17 as context for demonstrating the meaning of certain bicycle-related terms. Windlinx, like the Applicant, argues that DCC Title 17 is not directly applicable, and it asserts that the requests for Declaratory Ruling are answered by the Code language in DCC Title 18 without the need to resort to the language in DCC Title 17.

The Staff Report requests that the Hearings Officer determine if the requirements of DCC Title 17 apply to this proceeding. The Staff Report and the Notice of Incomplete Application specifically refer to DCC 17.04.020, DCC 17.08.030, DCC 17.48.140, and DCC 17.48.490 as potentially applicable.

The Application does not present a specific request for a Declaratory Ruling relating to DCC Title 17. Instead, the Applicant’s initial mention of DCC Title 17 appears to be in response to the Notice of Incomplete Application. In that submittal, the Applicant states its belief that DCC Title 17 does not directly apply. The Applicant went on to state “[a]lternatively, and to respond to Staff’s notice of incompleteness,” its Project complies with DCC Title 17 requirements.

The Oregon Court of Appeals recently opined on the scope of a Declaratory Ruling under the County’s Code:

A declaratory action is not an expansive proceeding that covers any and all issues related to a land use permit. Instead, it is narrowly confined to answering the “precise question” presented by the applicant. DCC 22.40.020(B); *see also* DCC 22.40.010(B) (stating that a declaratory ruling is “available only in instances involving a fact-specific controversy and to resolve and determine the particular rights and obligations of particular parties to the controversy” (emphasis added)). Further limiting the scope of the proceeding are the restrictions on who can seek a declaratory ruling and for what purposes. *See* DCC 22.40.020(A) (limiting the applicants to the owner of property on questions of use of the property, to the holder of a permit on questions of interpretation of a quasi-judicial plan amendment, zoning change or land use permit, or the Planning Director). We also note that under DCC 22.40.040, the effect of a declaratory ruling is conclusive, binds the parties, and prevents the parties from reapplying for a ruling on the same question. The binding and preclusive nature of a declaratory ruling supports our conclusion that the county intended declaratory actions to have a limited scope.¹⁷ (Emphases added).

The precise questions presented in this proceeding are set forth above in earlier findings. Applicant’s first question relates to the zoning of Parcel 1, which has no relationship to DCC Title 17. Applicant’s second question asks whether the Project is a Class III project, but specifically presents that question in light of the definitions that appear in DCC Title 18. Thus, while DCC Title 17 has nearly identical definitions and may have some bearing on a project that fits those definitions, the issue in this proceeding relates only to DCC Title 18. The Applicant’s third and fourth questions relate specifically to uses that are allowed in the F-2 zone, which this Decision does not address, but which also invoke only DCC Title 18 provisions (and state administrative rules) as presented.

To the extent that DCC Title 17 is relevant to this proceeding, it provides some context which may inform the meaning of the Code language in DCC Title 18. While such context may be useful, the findings in this Decision relating to the Applicant’s precise questions are based on the text and context of DCC Title 18 and, except where I have described the comments of the participants, I do not find a need to resort to a different title as further context to address the Applicant’s requests.

In consideration of the Court’s description of the limited scope of this type of proceeding, and in light of the Applicant’s requests as presented in the Application, I respectfully decline to extend the scope of this proceeding to address the extent to which DCC Title 17 applies.

///

///

///

¹⁷ *Central Oregon LandWatch v Deschutes County*, 326 Or App 439, 449-50 (2023).

IV. CONCLUSION

Based on the above findings, this Decision concludes the following:

- 1 – The Parcel 1 portion of the Subject Properties is zoned RR-10.
- 2 – The Project as described by the Applicant is a “road and street project” and, more specifically, a Class III project.
- 3 – As a Class III project, the Project described by the Applicant is a use permitted outright in the RR-10 zone, and in the OS&C zone.

Dated this 26th day of January 2024.



Tommy A. Brooks
Deschutes County Hearings Officer



Land Use Application

DESCHUTES COUNTY
117 NW Lafayette Avenue
PO Box 6005
Bend, OR 97703
541-388-6575

Appeal - BOCC

247-24-000072-A

www.deschutes.org/cd

cdd@deschutes.org

APPLICATION DESCRIPTION

Type of Application: Appeal - BOCC

Description of Work: Appeal of Hearings Officer Decision for File No. 247-23-000302-DR

LOCATION INFORMATION

Property Address:

59705 Scale House Rd, Bend, OR 97702
59800 Hwy 97, Bend, OR 97702
63055 N Hwy 97, Bend, OR 97703

Parcel:

1812310000400 - Primary
171220A001700
1811000001900
1812310000500

Owner: STATE HIGHWAY
COMMISSION

Address:

Owner: OREGON HIGH DESERT
MUSEUM

Address: 59800 S HWY 97
BEND OR 97702

Owner: OREGON HIGH DESERT
MUSEUM

Address: 59800 S HWY 97
BEND OR 97702

Owner: OREGON HIGH DESERT
MUSEUM

Address: 59800 S HWY 97
BEND OR 97702

APPLICANT INFORMATION

Applicant:	Business Name:	Address:	City:	State:	Zip
	Windlinx Ranch Trust	59895 Scale House Road	Bend	OR	97702

APPLICATION FEES

Fee Description	Quantity	Amount
Appeals to Board of County Commissioners Deposit	1.00 Qty	\$3,448.00
Appeals to Board of County Commissioners Additional Fee (20% of original fee)	340.20 Amount	\$340.20
Total Fees:		\$3,788.20



Transaction Receipt
Record ID: 247-24-000072-A
IVR Number: 247048726789

Deschutes County
Office: Bend
117 NW Lafayette Ave
PO Box 6005
Bend, OR 97708
541-388-6575
cdd@deschutes.org

Receipt Number: 508555
Receipt Date: 2/2/24

www.deschutes.org/cd
Worksite address: 59705 SCALE HOUSE RD, BEND, OR 97702
Parcel: 171220A001700

Fees Paid

Transaction date	Units	Description	Account code	Fee amount	Paid amount
2/2/24	1.00 Qty	Appeals to Board of County Commissioners Deposit	295 230600	\$3,448.00	\$3,448.00
2/2/24	340.20 Amount	Appeals to Board of County Commissioners Additional Fee (20% of original fee)	295 230600	\$340.20	\$340.20

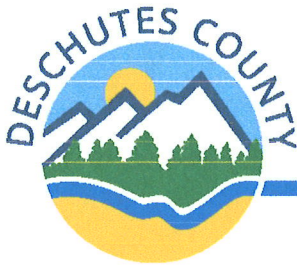
Payment Method: Check number: 1487 Payer: Windlinx Ranch Trust Payment Amount: \$3,788.20

Cashier: Audrey Stuart

Receipt Total: \$3,788.20

FEB 02 2024

Deschutes County CDD
COMMUNITY DEVELOPMENT



APPEAL APPLICATION

FEE: \$3788.20

EVERY NOTICE OF APPEAL SHALL INCLUDE:

1. A statement describing the specific reasons for the appeal.
2. If the Board of County Commissioners is the Hearings Body, a request for review by the Board stating the reasons the Board should review the lower decision.
3. If the Board of County Commissioners is the Hearings Body and *de novo* review is desired, a request for *de novo* review by the Board, stating the reasons the Board should provide the *de novo* review as provided in Section 22.32.027 of Title 22.
4. If color exhibits are submitted, black and white copies with captions or shading delineating the color areas shall also be provided.

It is the responsibility of the appellant to complete a Notice of Appeal as set forth in Chapter 22.32 of the County Code. The Notice of Appeal on the reverse side of this form must include the items listed above. Failure to complete all of the above may render an appeal invalid. Any additional comments should be included on the Notice of Appeal.

Staff cannot advise a potential appellant as to whether the appellant is eligible to file an appeal (DCC Section 22.32.010) or whether an appeal is valid. Appellants should seek their own legal advice concerning those issues.

Appellant's Name (print): Windlinx Ranch Trust Phone: (541) 410-0191

Mailing Address: 59895 Scale House Road City/State/Zip: Bend, OR 97702

Land Use Application Being Appealed: 247-23-000302-DR

Property Description: Township 18 Range 12E Section 31 Tax Lot 600

Appellant's Signature: *Robert Windlinx*

EXCEPT AS PROVIDED IN SECTION 22.32.024, APPELLANT SHALL PROVIDE A COMPLETE TRANSCRIPT OF ANY HEARING APPEALED, FROM RECORDED MAGNETIC TAPES PROVIDED BY THE PLANNING DIVISION UPON REQUEST (THERE IS A \$5.00 FEE FOR EACH MAGNETIC TAPE RECORD). APPELLANT SHALL SUBMIT THE TRANSCRIPT TO THE PLANNING DIVISION NO LATER THAN THE CLOSE OF THE DAY FIVE (5) DAYS PRIOR TO THE DATE SET FOR THE *DE NOVO* HEARING OR, FOR ON-THE-RECORD APPEALS, THE DATE SET FOR RECEIPT OF WRITTEN RECORDS.

(over)

Appeal of Hearing Officer Decision in 247-23-000302-DR

Background.

The U.S. Forest Service, ODOT and the High Desert Museum are partnering to propose a new recreational multi-use pathway from Sun River to the High Desert Museum and beyond. Only a relatively small segment – about 2 miles of the path – is in ODOT ROW. Most of the continuous path is on Forest Service land beyond any existing ODOT ROW.

A segment of the path is proposed to run in ODOT ROW adjacent to the previously determined to be F-2 as is the property adjacent to the ODOT ROW to the east owned by Windlinx. The issue in this case is what is the zoning of the narrow strip of ROW east of Highway 97 up to the Windlinx property. In an application process that began in 1994 and culminated with a conditional use permit application in 1998 (CU 98-109), ODOT applied for a development permit that included the same property. It represented that the ODOT ROW adjacent to the Windlinx property is zoned F-2. Staff and the hearings officer agreed. In its June, 1999 decision, the Board of County Commissioners determined in a final decision that the dividing line between the RR-10 zoned property on the west of Highway 97 and the F-2 property on the east was the center of the highway right-of-way.

The County Board applied DCC 18.12.040 as written. Unless otherwise specified, zone boundaries are section lines, subdivision lines, lot lines, center lines of street, and railroad rights of way. All participants in the 1999 decision accepted that the boundary line between the RR-10 and F-2 zones is the center of the Highway 97 right-of-way.

ODOT filed an application for a declaratory ruling asking the hearings officer to reverse that determination. It requested that the hearings officer find that the dividing line between the zones is the west property line of the Windlinx property. The RR-10 zone is a residential zone and the primary allowed uses are residential. ODOT’s request will create a narrow strip of RR-10 property between the highway and the Windlinx F-2 property that has no development potential and serves little purpose.

The hearings officer obliged ODOT, reasoning that the 1999 decision did not “litigate” the zoning and the 1998 ODOT application was decided based on the relevant approval criteria. The hearings officer misunderstands the land use process. A determination on the applicable zoning is an essential finding in any land use application and it was in 1999. The zoning determines the allowed uses and the relevant approval criteria which an applicant must satisfy. The County Board expressly determined, as an essential finding to its decision, that the zoning on the subject property is F-2. The hearings officer effectively overturned the County Board’s prior decision on the applicable zoning.

After determining that the 1999 decision did not control and that the ODOT property east of the highway is zoned RR-10, the hearings officer determined that the proposed multi-use path is also a Class III road project (allowed in the RR-10 zone and most zones in the County). Even though multi-use paths are a defined use and listed as an allowed use in one LaPine zone, the hearings

officer concluded that a multi-use path can also be a Class II road project. In the LaPine zone, a multi-use path and a Class II road project are listed as separate distinct uses in the same use section. They cannot be interchangeable terms.

Grounds For Appeal.

Zoning of Subject Property

- A. The specific grounds for appeal under this section are:
 - 1. The hearings officer erred in allowing ODOT to use a declaratory ruling provision to collaterally attack and effectively reverse a prior Board decision that the subject property is zoned F-2.
 - 2. The hearings officer erred in deciding that the 1999 Board decision on the subject property did not conclusively establish that the zoning is F-2.
 - 3. The hearings officer erred in not applying the original mylar zoning map which clearly shows that the F-2 zone extends into the highway.
 - 4. The hearings officer misconstrued DCC 18.12.040 which states that unless otherwise specified, zone boundaries are the section lines, centerlines of street or railroad rights-of-way, water courses, ridges or rimrocks or other recognizable or identifiable features. Although the hearings officer found that no participant submitted any evidence that the boundaries were otherwise specified, he refused to apply DCC 18.12.040 as it is written and how the County Board applied it in 1999. The hearings officer incorrectly decided that the digital replica of the official zoning map controls and indicated that the subject property is RR-10.

B. Explanation of appeal grounds for appeal:

As discussed in the background, in its 1999 decision the County Board determined that based on the official zoning maps which are part of the County Ordinance, the zoning on the subject property is F-2. The County Board correctly applied DCC 18.12.040 and its decision is final.

The hearings officer acknowledged that no participant submitted any evidence that the zoning boundaries are “otherwise specified.” Despite that, he ignored the text in DCC 18.12.040 and relied on a digital replica of the zoning map to conclude that the County Board’s decision was wrong and that the zoning is RR-10. The hearings officer appears to have justified his departure from the County Board’s prior decision by noting that after 1979, when the official zoning map was adopted as part of an ordinance, the County digitized its map in 1992. The hearings officer ignored the fact that the County Board had the 1992 digitized maps in 1999 when it determined that the applicable zoning was F-2, and the zoning boundary was the center of Highway 97’s right-of-way. The hearings officer provided no support or justification for undermining the County Board’s prior decision.

Permitted Use

A. The specific grounds for appeal under this section are:

1. The hearings officer erred in declaring that the proposed use is a Class III road project that is permitted in the RR-10 zone.
2. The hearings officer erred in declaring that a multi-use path can be approved in almost any zone by characterizing it as a Class III road project.
3. The hearings officer erred in declaring that the proposed multi-use path is part of a road and street project because it can be viewed as some form of bike-related facility.

B. Explanation of grounds for appeal:

The hearings officer did not address whether the proposed multi-use path is permitted in the F-2 zone. He limited his decision to declaring that the proposed multi-use path is permitted in the RR-10 zone as a Class III road project. The proposed multi-use path is not permitted in the F-2 zone. Even if the proposed use could be determined to be a Class III road project, such projects are not permitted in the F-2 zone. Because the hearings officer erred in trying to overrule the County Board’s 1999 decision that the subject property is zoned F-2, he erred in not declaring that the proposed use is not permitted on the subject property. Even if it is determined that the proposed use is a Class III project, it cannot be constructed on the east, F-2 side of Highway 97; it must be constructed on the west side of Highway 97 where the zoning is RR-10.

The hearings officer also erred in declaring that the proposed use is a road project because it can fit under a definition of a bike facility. A multi-use path is a defined use in Deschutes County.

“Multi-use path” means a path physically separated from motor vehicle traffic by an open space or barrier and either within a highway right-of-way or within an independent right-of-way. The multi-use path is used by bicyclists, pedestrians, joggers, skaters and other non-motorized travelers.

The County Board decided to list it as a permitted use in one zone—the La Pine Residential Neighborhood zone. DCC 18.61.050 lists the uses permitted in that zone. It lists separately:

- Multi-use paths,
- Class II road projects, and
- Class III road projects.

The hearings officer erred in declaring that the proposed multi-use path is also a Class III road project. If a multi-use path could be a Class III road project, there would be no need to separately list that use. The code would have stated that a Class III road project, including multi-use paths, are permitted.

The hearings officer erred in declaring that the proposed multi-use path is a road or street project. The definition of a road and street project is:

“Road and street project” means the construction and maintenance of the roadway, bicycle lane, sidewalk or other facility related to a road or street. Road and street projects shall be a Class I, Class II or Class III project.

The hearings officer ignored and never mentioned the undisputed evidence that for most of its length, the proposed path is far removed from any road or street as it meanders through the U.S. Forest. It is the same proposed use, and the evidence clearly shows that it is a recreational path and not part of any road or street project. Further, the proposed use is not a bike lane but a recreational path. Bike lanes are located immediately next to the automobile travel lane and thus can be part of a road project. The proposed multi-use path for most of its length meanders through forest land, unrelated to any road.

Statement on Why the County Board Should Hear this Appeal.

In 1999, in deciding an application on the same property involving the same applicant, the County Board made a final and clear determination that, as depicted on the official County zoning map, the boundary between the RR-10 property to the west and the F-2 property to the east is the centerline of Highway 97. That decision is the proper application of DCC 18.12.040. Notwithstanding his assertion to the contrary, the hearings officer attempted to overrule and reverse that decision. ODOT expressly stated in its material that it was asking the hearings officer to “revisit” the 1999 determination. Effectively, ODOT asked a hearings officer to rezone property from F-2 to RR-10.

The County Board has a compelling reason to interpret and apply its official zoning map. Only the County Board can change the zoning on a property. If the hearings officer’s decision is allowed to stand, applicants will use the declaratory ruling provisions in the code to challenge County Board zoning decisions using inferior information – just as the applicant here did. In addition, allowing ODOT to request a determination that the zoning on the subject property is RR-10 after it represented in 1994 and 1998 that the zoning was F-2, undermines the integrity of the County’s land use process.

The County Board should also accept this appeal because the hearings officer’s decision vastly expands the zoning code in terms of where a multi-use path use path is permitted. Under ODOT’s argument and the hearings officer’s decision, a multi-use path – even though separately defined – can be placed in any zone where a Class III road project is allowed and with no land use review. By declaring that a multi-use path can also be a Class III road project, there is no effective limit on where that use can be placed. That is inconsistent with the current code that the County Board adopted which permits such paths in a single zone. The hearings officer’s decision effectively amends the County Code to allow multi-use paths in almost all zones. Amending the code is an action uniquely left to the County Board.

Standing and Request for De Novo Review

Windlinx appeared in the local proceeding in writing and at the hearing. The Board’s review should be de novo because relevant material in the County records related to the application was not included by staff and only came to light through a public records request.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 14, 2024

SUBJECT: Consideration to hear an appeal of a Hearing's Officer decision involving commercial activity in conjunction with farm use at 20520 Bowery Lane, Bend

RECOMMENDED MOTION:

Move approval of Order 2024-006, an Order accepting review of Hearings Officer's Decision approving a Conditional Use Permit for commercial activities in conjunction with farm use at 20520 Bowery Lane, Bend, and establishing the review will be heard *de novo*.

OR

Move approval of Order 2024-006, an Order accepting review of Hearings Officer's Decision approving a Conditional Use Permit for commercial activities in conjunction with farm use at 20520 Bowery Lane, Bend, and establishing the review will be heard limited *de novo*.

OR

Move approval of Order 2024-006, an Order denying review of Hearings Officer's Decision in approving a Conditional Use Permit for commercial activities in conjunction with farm use at 20520 Bowery Lane, Bend.

BACKGROUND AND POLICY IMPLICATIONS:

The applicants have requested a Conditional Use Permit for commercial activities in conjunction with farm use to establish a winery with associated uses. The applications were submitted on June 7, 2022 and were referred to a public hearing on August 4, 2023. The initial public hearing before the Hearings Officer was scheduled for October 10th, 2023. On October 6, 2023, the applicant requested a 2-week continuance of the Public Hearing pursuant to DCC 22.24.140(A)(1). The Hearings officer opened the initial hearing, but no testimony was received, and a new hearing date was set for October 24, 2023.

The Hearings Officer conducted a full hearing on October 24, 2023, and testimony was received in support and in opposition to the proposal. A final decision approving the applicant's request for a Conditional Use Permit for the winery was issued on January 2, 2024.

The appellant (Toby Bayard) submitted a timely appeal of the Hearings Officer's Decision on January 9, 2024, requesting the application be reviewed by the Board of County Commissioners. More detailed information is included in the staff memo which is attached.

BUDGET IMPACTS:

None

ATTENDANCE:

Nathaniel Miller – Associate Planner

Jacob Ripper – Principal Planner



MEMORANDUM

TO: Board of County Commissioners

FROM: Nathaniel Miller, Associate Planner

DATE: February 14, 2024

RE: Consideration to Hear - Deschutes County Land Use File Nos. 247-22-000464-CU, 466-SP, 24-018-A.

The Board of County Commissioners (Board) will conduct a meeting on February 14, 2024, and consider hearing an appeal of a Hearings Officer Decision (File Nos. 247-22-000464-CU, 466-SP, 24-018-A) approving an application for a Commercial Activity in Conjunction with Farm Use (Winery).

I. BACKGROUND

The subject property is approximately 5.5 acres in size and is about 750 feet northwest of the City of Bend. Highway 97 is approximately 1,500 feet directly to the east. The property is addressed at 20520 Bowery Lane, Bend, and is further identified on County Assessor's Map 17-12-09B as Tax Lot 1000.

The Applicants, Duane and Dina Barker, have requested a Conditional Use Permit for a Commercial Activity in Conjunction with Farm Use to establish a Winery with associated uses in the Multiple Use Agricultural Zone (MUA10). The request also includes a Site Plan Review for the Winery and associated uses. The property owner proposes to convert a portion of an existing accessory building into a tasting room and office space. The proposal also includes the conversion of an existing barn for small-scale wine production and wine storage. The approval would include the production of up to 2,000 cases of wine annually as well as hosting wine related events on the property, wine tastings, wine dinners, and other wine marketing events directly related to the sale and promotion of wine produced from the vineyard. No new buildings or structures are included in the proposal.

The applications were submitted on June 7, 2022. An Incomplete Letter was mailed on July 7, 2022. On December 4, 2022, the applicants requested that the applications be deemed complete and 150-day clock tolled. The applications were referred to a Public Hearing on August 4, 2023. On September 15, 2023, the applicants then waived the 150-day clock.

The initial public hearing before the Hearings Officer was scheduled on Wednesday, October 10th, 2023. On October 6, 2022, the Applicant requested a 2-week continuance of the Public Hearing pursuant to DCC 22.24.140(A)(1). The Hearings Officer opened the initial hearing, but no testimony was received, and the new hearing date was set for October 24, 2023.

During the second hearing on October 24, 2023, Hearings Officer Brooks conducted a full hearing and testimony was received in support and in opposition to the proposal. An Open Record Period was set for 7 days of New Evidence and Testimony, 7 days for Rebuttal, and 7 days for the Applicant's Final Legal Arguments. The record was closed 21 days after the hearing on November 14, 2023.

II. DECISION

The Deschutes County Hearings Officer rendered a final decision approving the Applicant's request for a Conditional Use Permit for the Winery on January 2, 2024.

Staff notes the following salient elements of the Hearings Officer Decision:

- The Hearings Officer addressed issues raised in the Staff Report specific to Title 22 and the Deschutes County Procedures Ordinance. These include:
 - The appropriate signatures on the application form
 - The open Code Enforcement Case on the property
 - The noticing requirements for the application
- The proposal meets the requirements of DCC 18.32.030(C) and qualifies as a Commercial Activity in Conjunction with Farm Use.
- The proposal likely conforms to the Site Plan Review standards of DCC 18.116 and DCC 18.124, however more detail is required. The Hearing Officer included 33 conditions of approval in the decision.
- The proposal meets the suitability requirements of DCC 18.128.015

III. APPEALS

Applicant

The Appellant (Toby Bayard) submitted a timely appeal to the Hearings Officer's Decision on January 9, 2024. The Appellant requests the Board initiate a review and conduct a hearing to evaluate the following issues:

- Whether wineries can only be cited on property in the Exclusive Farm Use Zone pursuant to ORS 215.452, and not in any other zone.

- Whether the Hearings Officer erred in finding that a winery can be approved on MUA10-zoned property as a Commercial Activity in Conjunction with Farm Use.
- Whether there is inconsistency from the Hearings Officer between the subject applications and the previous approval under Deschutes County File No. 247-22-000024-CU, 22-025-SP, 22-757-A, 22-914-A (Commercial Activity in Conjunction with Farm Use for a Meadery in the EFU Zone).
- Whether the Hearings Officer erred in the incorporation of testimony placed into the public record.

The Appellant is requesting the Board waive the transcript requirements outlined in DCC 22.32.024(D).

IV. BOARD OPTIONS

There are three versions of Order No. 2024-006. In determining whether to hear an appeal, the Board may consider only:

1. The record developed before the Hearings Officer;
2. The notice of appeal; and
3. Recommendation of staff.

In addition, if the Board decides to hear the appeal, it may consider providing time limits for public testimony.

Reasons to hear:

- The Board may want to take testimony and make interpretations relating to the Hearings Officer's decision.
- The Board may also want to reinforce or refute some, or all, of the decision findings/interpretations prior to Land Use Board of Appeals (LUBA) review.
- The Board may want to accept additional application materials which address the numerous conditions of approval in the decision and confirm compliance with the applicable criteria of DCC 18.116 and DCC 18.124.

Reasons not to hear:

- The Planning Division believes the Hearings Officer issued a well-reasoned decision.

If the Board decides that the Hearings Officer's decision shall be the final decision of the county, then the Board shall not hear the appeal and the party appealing may continue the appeal as

provided by law. The decision on the land use applications becomes final upon the mailing of the Board’s decision to decline review.

V. STAFF RECOMMENDATION

If the Board decides to hear the appeal, staff recommends a *de novo* review which allows the Board to consider the entire record and include new evidence and testimony as they see appropriate. As noted above, a public hearing before the Board would allow for additional testimony and application materials which could confirm compliance with the criteria of DCC 18.116 and DCC 18.124. As outlined above the 150-day review clock for the application was waived by the applicant.

VI. RECORD

The record for file no. 247-22-000464-CU, 466-SP, (Appeal file No. 247-24-000018-A) is as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-22-000464-cu-247-22-000466-sp-lava-terrace-cellars-winery-vinyard>

Attachments:

Document	Item No.
2024-02-14 BOCC DRAFT Order 2024-006 De Novo	1
2024-02-14 BOCC DRAFT Order 2024-006 Limited De Novo	2
2024-02-14 BOCC DRAFT Order 2024-006 Decline to Hear	3
2024-02-14 Location Map - 247-22-000464-CU, 466-SP, 24-018-A	4
2024-02-14 Hearings Officer Decision 247-22-000464-CU, 466-SP	5

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings *
Officer’s Decision in File Nos. 247-22- * ORDER NO. 2024-006
000464-CU, 466-SP, 24-018-A.

WHEREAS, on January 2, 2024 the Hearings Officer approved File Nos. 247-22-000464-CU, 466-SP; and

WHEREAS, on January 9, 2024, Toby Bayard, the Appellant, appealed (Appeal No. 247-24-000018-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-22-000464-CU, 466-SP; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officer’s decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now therefore,

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

Section 1. That it will hear on appeal Appeal No. 247-24-000018-A pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to Section 22.32.024, the Board waives the requirement that the appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), to date the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record

developed before the lower hearings body for File Nos. 247-22-000464-CU, 466-SP as
at the following website:

<https://www.deschutes.org/cd/page/247-22-000464-cu-247-22-000466-sp-lava-terrace-cellars-winery-vinyard>

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board's official repository for the record in this matter.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings *
Officer’s Decision in File Nos. 247-22- * ORDER NO. 2024-006
000464-CU, 466-SP, 24-018-A.

WHEREAS, on January 2, 2024 the Hearings Officer approved File Nos. 247-22-000464-CU, 466-SP; and

WHEREAS, on January 9, 2024, Toby Bayard, the Appellant, appealed (Appeal No. 247-24-000018-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-22-000464-CU, 466-SP; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officer’s decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now therefore,

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

Section 1. That it will hear on appeal Appeal No. 247-24-000018-A pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard *limited de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to Section 22.32.024, the Board waives the requirement that the appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), to date the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record

developed before the lower hearings body for File Nos. 247-22-000464-CU, 466-SP as
at the following website:

<https://www.deschutes.org/cd/page/247-22-000464-cu-247-22-000466-sp-lava-terrace-cellars-winery-vinyard>

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board's official repository for the record in this matter.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings *
Officer’s Decision in File Nos. 247-22- * ORDER NO. 2024-006
000464-CU, 466-SP, 24-018-A.

WHEREAS, on January 2, 2024, the Hearings Officer approved File Nos. 247-22-000464-CU, 466-SP; and

WHEREAS, on January 9, 2024, Toby Bayard, the Appellant, appealed (Appeal No. 247-24-000018-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-22-000464-CU, 466-SP; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officers’ decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now, therefore,

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

Section 1. That it will not hear on appeal Appeal No. 247-24-000018-A pursuant to Title 22 of the DCC and/or other applicable provisions of the County land use ordinances.

Section 2. Pursuant to DCC 22.32.015, the County shall refund any portion of the appeal fee not yet spent processing the subject application. If the matter is further appealed to the Land Use Board of Appeals and the County is required to prepare a transcript of the hearing before the Hearings Officer, the refund shall be further reduced by an amount equal to the cost incurred by the County to prepare such a transcript.

Section 3. Pursuant to DCC 22.32.035(D), the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record developed before the lower hearing body for File Nos. 247-22-000464-CU, 466-SP as presented at the following website:

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

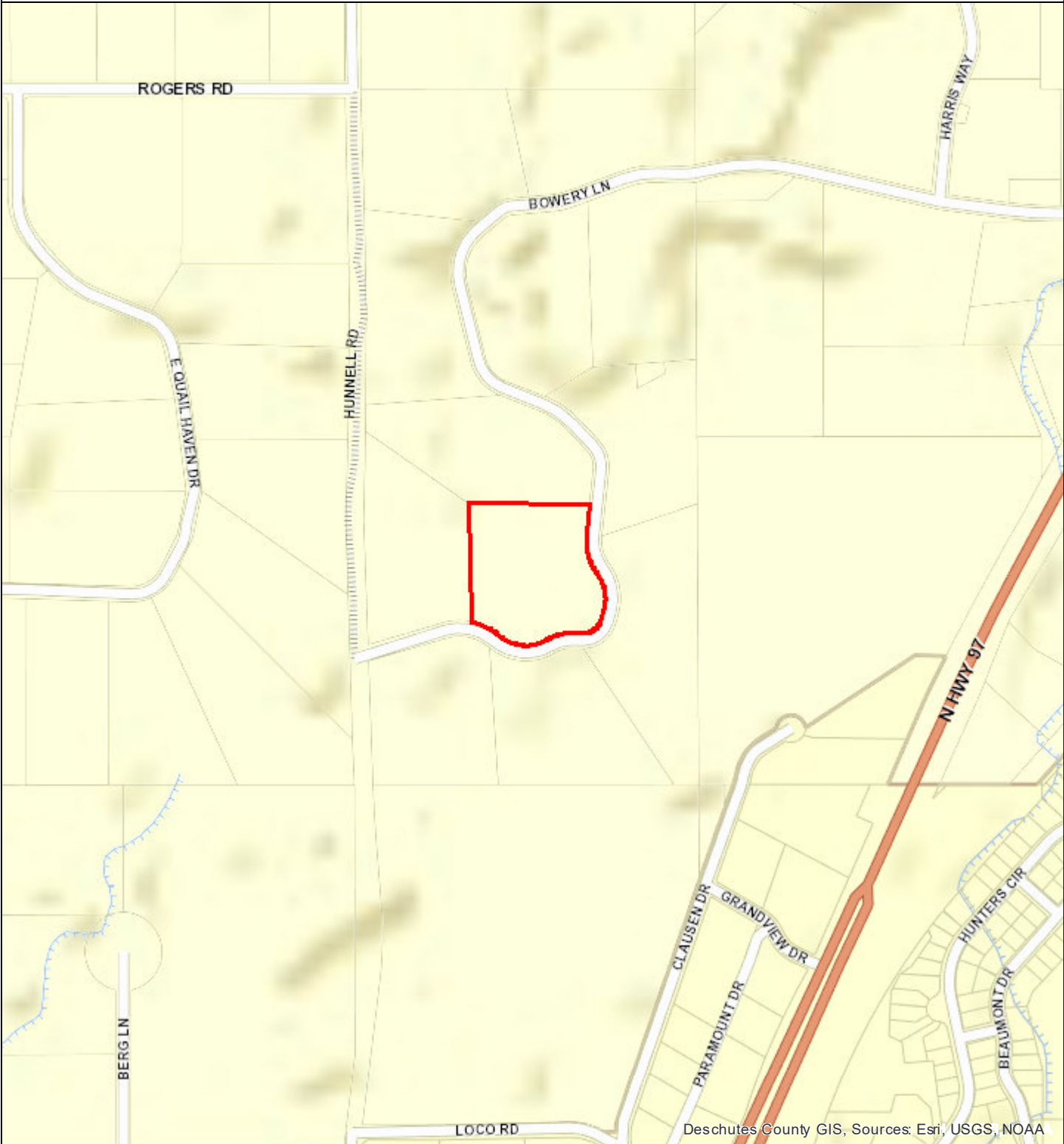
ANTHONY DEBONE, Vice Chair

Recording Secretary

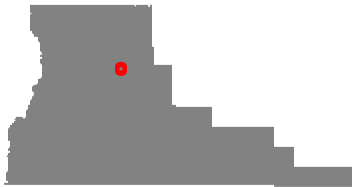
PHIL CHANG, Commissioner

File: 22-464-CU, 466-SP, 24-018-A

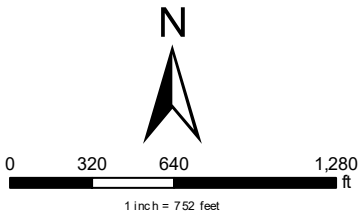
20520 Bowery Lane, Bend



Deschutes County GIS, Sources: Esri, USGS, NOAA



Date: 2/1/2024



**DECISION AND FINDINGS OF
THE DESCHUTES COUNTY HEARINGS OFFICER**

FILE NUMBERS: 247-22-000464-CU and 247-22-466-SP

HEARING DATES: October 10, 2023, and October 24, 2023

HEARING LOCATION: Videoconference and
Barnes & Sawyer Rooms
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97708

APPLICANT/OWNER: Applicant: Lava Terrace Cellars, LLC
Owners: Duane Barker and Dina Fay Barker

SUBJECT PROPERTY: Map and Tax Lot: 171209B001000
Account: 113221
Situs Addresses: 20520 Bowery Lane
Bend, OR 97703

REQUEST: The Applicant requests a Conditional Use Permit and Site Plan Review to establish a winery as a Commercial Activity in Conjunction with Farm Use in the Multiple Use Agricultural Zone (MUA-10).

HEARINGS OFFICER: Tommy A. Brooks

SUMMARY OF DECISION: This Decision APPROVES the Application WITH CONDITIONS.

I. STANDARDS AND CRITERIA

Deschutes County Code (DCC)
Title 15, Deschutes County Buildings & Construction Ordinance
Chapter 15.08, Signs
Title 18, Deschutes County Zoning Ordinance:
Chapter 18.04, Title, Purpose, and Definitions
Chapter 18.32, Multiple Use Agricultural Zone (MUA-10)
Chapter 18.116, Supplementary Provisions
Chapter 18.124, Site Plan Review
Chapter 18.128, Conditional Use
Title 22, Deschutes County Development Procedures Ordinance
Chapter 22.20, Review of Land use Action Applications

II. BACKGROUND AND PROCEDURAL FINDINGS

A. Request and Nature of Proceeding

This matter comes before the Hearings Officer as a request by the Applicant to approve wine production (“Winery”), wine tasting activities, and wine marketing events as “commercial activities in conjunction with farm use” in the Multiple Use Agricultural Zone (“MUA-10 Zone”). The Application seeks two land use approvals – a Conditional Use Permit and a Site Plan Review.

As described by the Applicant, the proposed use would convert an existing accessory building to a tasting room and office space, and wine production would occur in an existing barn on the Subject Property. The Applicant does not propose any new structures. If approved, the Winery would produce up to two thousand (2,000) cases of wine on an annual basis. The Applicant proposes to limit tastings and wine-related events to specific hours, depending on the season. Based on the hours and size of the facilities, the Applicant anticipates an average of six to eight (6-8) people per tasting appointment. The Applicant’s proposal expressly excludes the use of the proposed winery or Subject Property by third parties, such as weddings or other events.

The County reviews conditional uses in accordance with the standards and procedures set forth in Deschutes County Code (“DCC” or “Code”) Chapter 18.128 and Title 22. The proposed use must also satisfy the standards of the underlying MUA-10 Zone – set forth in DCC Chapter 18.32 – which in turn requires compliance with the applicable provisions of DCC Chapter 18.116, Supplementary Provisions, and Chapter 18.124, Site Plan Review.

B. Application, Notices, Hearing

The Applicant submitted the Application on June 7, 2022. On July 7, 2022, Staff of the County’s Community Development Department (“Staff”) provided notice to the Applicant that it did not deem the Application to be complete (“Incomplete Notice”). On December 2, 2022, the Applicant requested that the Application be deemed complete, and that the review process be tolled.

On September 14, 2023, Staff mailed a Notice of Public Hearing (“Hearing Notice”). The Hearing Notice stated the Hearing would be held on October 10, 2023. On September 15, 2023, the Applicant made an additional request to toll the deadline for a final County decision under ORS 215.427 – the “150-day clock” – and waived the deadline altogether.

Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on October 10, 2023, opening the Hearing at 6:03 p.m. At the request of the Applicant prior to the Hearing, and pursuant to DCC 22.24.140(A)(1), I continued the Hearing to October 24, 2023. Prior to doing so, I gave other participants the option to provide testimony, but no participant did.

The continued Hearing began on October 24, 2023, at 6:01 p.m. The Hearing was held in person and via videoconference, with the Hearings Officer appearing remotely. At the beginning of the Hearing, I provided an overview of the quasi-judicial process and instructed participants to direct comments to the approval criteria and standards, and to raise any issues a participant wanted to preserve for appeal if

necessary. I stated I had no *ex parte* contacts to disclose or bias to declare. I invited but received no objections to the County's jurisdiction over the matter or to my participation as the Hearings Officer.

The Hearing concluded at 7:40 p.m. Prior to the conclusion of the Hearing, I announced that the written record would remain open as follows: (1) any participant could submit additional materials until October 31, 2023 ("Open Record Period"); (2) any participant could submit rebuttal materials (evidence or argument) until November 7, 2023 ("Rebuttal Period"); and (3) the Applicant could submit a final legal argument, but no additional evidence, until November 14, 2023, at which time the record would close. Staff provided further instruction to participants, noting that all post-Hearing submittals needed to be received by the County by 4:00 p.m. on the applicable due date. No participant objected to the post-Hearing procedures.

C. Review Period

As noted above, the Applicant has waived the 150-day clock. The 150-day clock serves as a protection for an applicant and ensures that a local jurisdiction acts on a land use decision in a timely manner. The only remedy for the violation of the 150-day clock belongs to an applicant. Specifically, if the local jurisdiction does not make a final decision within the applicable time frame, the applicant can seek a *writ of mandamus* in the Circuit Court pursuant to ORS 215.429(1). Under ORS 215.429(2), the local government retains jurisdiction of the application until a writ of mandamus is filed. Because the Applicant has waived the 150-day clock entirely, the County retains jurisdiction over the Application and no review period applies.

D. Record Issues

As noted above, the written record remained open after the Hearing for a limited purpose. According to the schedule established at the end of the Hearing, the Rebuttal Period concluded on November 7, 2023, and all rebuttal materials were required to be submitted to the County by 4:00 p.m. that day. After that time period, only the Applicant was authorized to submit anything else to the record – a final legal argument – and no new evidence was to be accepted from any participant, including the Applicant.

On November 16 and November 17, 2023, after the record was closed to all participants, including the Applicant, participant Michel Bayard submitted two emails to the County. The email dated November 16, 2023, appears to be a request to Staff seeking a status update regarding this proceeding and not expressly intended to be included in the record. Based on the timing and apparent intent of that document, I find it should be excluded from the record. The email dated November 17, 2023, appears to address the substance of the Application. Because that email was submitted after the close of the record, I find that it should also be excluded from the record.

Between November 8 and November 21, 2023, participant Toby Bayard submitted thirty-two (32) emails, all of which appear to address the substance of the Application. Because those submittals all occurred after the Rebuttal Period when the record closed to any new evidence, I find that each of those submittals should be excluded from the record.

The findings below are based only on the evidence and testimony that are part of the record. I have not reviewed in detail the records that are excluded, and I have given no consideration to those records.

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

A. Staff Report

On October 4, 2023, Staff issued a report setting forth the applicable criteria and presenting evidence in the record at that time (“Staff Report”).

The Staff Report does not make a final recommendation. Instead, the Staff Report notes that Staff believed additional information was necessary to determine if the Application satisfied all approval criteria. The Staff Report also recommends the imposition of several conditions of approval if the Application is approved.

Because much of the information and analysis provided in the Staff Report is not refuted, portions of the findings below refer to the Staff Report and, in some cases, adopt sections of the Staff Report as my findings. In the event of a conflict between the findings in this Decision and the Staff Report, the findings in this Decision control.

B. DCC Chapter 22.08, General Provisions

DCC Title 22 contains the County’s procedural requirements for the application and review of development and land use approvals. Comments in the record addressing the Title 22 provisions are discussed below.

1. DCC 22.08.010 Application Requirements

This Code provision states in part that an application for development or land use action must be submitted by the property owner or a person who has written permission from the property owner. The Application form identified the Applicant as “Lava Cellars Terrace (c/o Duane and Dina Barker). In their pre-Hearing submittal, the Applicant’s attorney confirmed that the Application form was signed by Dina and Duane Barker.¹ It is undisputed that the Barkers are the owner of the Subject Property. Testimony indicated that the Barkers also own Lava Terrace Cellars, LLC. The Staff Report confirms that the Barkers are also listed as the managing members of Lave Terrace Cellars, LLC.

Based on the foregoing, I find that the Barkers, owners of the Subject Property, caused the Application to be submitted and, by the signature on the Application form, consented to the Application. I therefore find that this Code provision is satisfied.

¹ I note that the Application form appears to have only one signature. However, based on the representation from the Applicant’s attorney that the signature represented the signature of the Barkers, which no participant disputed, I find that the Barkers signed the Application form. The remainder of this decision will also use “Applicant” to refer to Lava Terrace Cellars, LLC, and the Barkers, collectively.

2. DCC 22.20.015, Code Enforcement and Land Use

DCC 22.20.015 prohibits the County from approving new land use development applications and land use decisions if a property is in violation of an applicable land use regulation or condition of approval. As the Staff Report notes however, the County’s Board of Commissioners has interpreted this Code provision such that it applies only where there has been an “adjudicated” violation, or where it is otherwise necessary to resolve a potential violation as part of the review of a land use application and such review is the best forum for adjudicating an alleged violation.

Some comments in the record indicate that the Applicant already operates a winery on the Subject Property, presumably without authorization since no conditional use permit has been issued for that purpose. The Staff Report notes the existence of a County compliance case, the record for which Staff says indicates “the unpermitted winery is confirmed as a code violation.” The Staff Report also notes, however, that approval of the Application would bring the winery into conformance with the Code. Staff therefore suggests a condition of approval, which would include a requirement to obtain all other approvals and documenting closure of the enforcement matter.

Although the information Staff provides leads to the conclusion that the “winery is confirmed as a code violation,” it is not clear from the record if the alleged violation has been “adjudicated”. For example, considering the fact that the County compliance case is apparently still open, it is not clear what process remains before the County can conclude that code enforcement process. Even so, I find that it is not necessary to address the alleged violation as part of this proceeding. If the Application is approved with the condition Staff recommends, the winery would not be allowed to operate until the Code compliance matter is closed. If the Application is denied, then the County would not be approving a land use decision. Either way, this Code provision is satisfied. Because this Decision approves the Application, Staff’s proposed condition, which the Applicant does not oppose, is included below with other conditions of approval.

3. DCC 22.24.030, Notice of Hearing or Administrative Action

Section (A) of this Code provision requires the County to provide notice of a land use application twenty (20) days prior to a hearing. As applicable to this proceeding, that notice must be sent to property owners within two hundred fifty (250) feet of the Subject Property.

Testimony in the record implies that the notice was not sufficient. However, that testimony seems to be aimed at whether a homeowners association received notice, without specifying whether the association is a property owner entitled to receive notice. That testimony also implies that the lack of notice relates to the operation of the existing winery, and it is not evident that any participant asserts that the notice of the Application itself is insufficient for purpose of this review.

The Staff Report confirms that the appropriate notice was mailed to all property owners within two hundred fifty (250) feet of the Subject Property. Based on that confirmation, and the lack of more specific evidence indicating the notice was not sufficient, I find that this Code provision is satisfied.

Section (B) of this Code provision requires a notice of the land use action to be posted on the Subject Property for at least ten (10) continuous days prior to the date set for receipt of comments. Testimony in the record asserts that the posting was not sufficient because notice was posted on the Subject Property beginning on June 21, 2022, and that the deadline for comments was June 25, 2022. The latter date is apparently derived from the Application Notice, which asks for comments by that date. With respect to this proceeding, the “due date” for any comments would have been, at the earliest, the date of the Hearing, which did not take place until more than a year after the Application Notice. Based on the foregoing, I find that it was not an error for the Applicant to post the Subject Property beginning on June 21, 2022.

C. DCC Chapter 18.32, Multiple Use Agricultural Zone (MUA-10)

The Subject Property is in the MUA-10 Zone. The following findings address the applicable provisions of that zone.

1. DCC 18.32.030, Conditional Use Permitted

The following uses may be allowed subject to DCC 18.128:

- 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, sort or market farm products produced in Deschutes County or an adjoining County.*

The Applicant seeks to establish a winery as a commercial activity in conjunction with farm use, which is allowed as a conditional use. As summarized in the Staff Report, prior decisions by the County’s Board of Commissioners (“Board”) interpret this Code provision as requiring the Applicant to demonstrate the following: (1) there is a farm use occurring on the parcel; (2) the proposed use is a commercial activity; (3) the proposed commercial activity is associated with the farm use; and (4) the farm products used in the commercial use are produced in Deschutes County or an adjoining County.

There is no dispute in the record that the Subject Property contains an existing vineyard and that a vineyard is a farm use. DCC 18.04 defines a “farm use” in part as the employment of land “by raising, harvesting, and selling crops.” The fact that the Applicants raise and harvest grapes – a crop grown on vines – demonstrates that there is a farm use currently on the Subject Property.

According to the Applicant, the commercial activities it proposes are the processing of grapes into wine, together with supporting commercial activities like wine sales and tastings. The Staff Report notes that processing grapes into wine is an industrial use. While that appears to be the case based on the definitions of “commercial use” and “industrial use” in the Code, DCC 18.128 does not use the phrase “commercial use” and instead refers to a “commercial activity”. The Code language then goes on to state that the commercial activity “may use, process, sort or market farm products...”. Because the proposed use here will process a farm product, I find that the proposed use is a “commercial activity” for purposes of this Code provision.

For the same reason set forth in the above findings, I find that the proposed commercial activity is associated with a farm use. That is, the proposed commercial activity processes grapes into wine, the grapes are a crop from the vineyard farm use, and, therefore, the processing of wine (and wine tastings) are associated with that farm use.

According to the Applicant, the grapes it will process at the Winery will primarily be from the Subject Property. The Applicant indicates that other grapes may be used in the process, but that those grapes will come from Deschutes County. There is no evidence in the record that the Applicant intends to process grapes from outside Deschutes County. To ensure that such an outcome remains, I find that it is appropriate to impose a condition of approval that prohibits the Applicant from processing grapes if the grapes are not from Deschutes County or an adjacent county.

The opposing comments in the record do not dispute that the vineyard is a farm use, that the winery is a commercial use, that the winery is associated with the vineyard farm use, or that the Applicant will use local grapes. Instead, multiple comments suggest that a winery is not an allowable use at all in the MUA-10 Zone. Those comments assert that the only zone that allows a winery is the Exclusive Farm Use (“EFU”) Zone. While it appears to be true that the EFU Zone is the only zone in the Code that addresses wineries specifically, the opposing comments do not explain how this operates as a prohibition on wineries in other zones when there is a separate basis in the Code for that use.

DCC Chapter 18.16 implements state-level requirements in the EFU Zone, and the reference to wineries in that Code Chapter expressly refers to wineries allowed by ORS 215.452. That statute allows the development of some wineries in the EFU Zone, based on certain sizes, but it does not prohibit all wineries that do not satisfy those statutory provisions. Wineries that do not qualify under ORS 215.452 may nevertheless be permitted as “commercial activities in conjunction with agriculture” under ORS 215.283(2)(a) and the corresponding Code provision in DCC 18.16.030(E).² Because there is no language in the Code that prohibits wineries in the MUA-10 Zone, and because the proposed winery meets the criteria for a commercial activity in conjunction with a farm use, I find that the Applicant’s proposal is not prohibited as a matter of law and that it can be approved if it satisfies all approval criteria related to that use.

Based on the foregoing, I find that Application satisfies DCC 18.32.030(C).

2. DCC 18.32.040, Dimensional Standards

The Applicant asserts that the proposed development satisfies the dimensional standards set forth in this Code provision. No participant disputes that assertion. I adopt the finding in the Staff Report relating to DCC 18.32.040 as my finding and will include the conditions of approval Staff recommends in that finding.

///

² See *Friends of Yamhill County v. Yamhill County*, 66 Or LUBA 212 (2012) (explaining alternative methods of permitting wineries).

3. DCC 18.32.050, Yards

Only the Applicant and Staff address the criteria contained in this Code provision. The Applicant initially asserted that the proposed development satisfies the standards set forth in this Code provision. No participant disputes that assertion, but the Staff Report indicated it was unclear if the barn, which will be the production and storage facility, meets the twenty (20) foot front yard setback requirement. According to Staff, aerial imagery shows that the building may be only seventeen (17) feet from the south property line, which abuts a local street right of way. The Applicant does not appear to address this lack of clarity in later submittals. I therefore find that this Code provision is satisfied only with a condition of approval, and the Applicant must document the precise location of the front yard setback prior to the initiation of the use. That condition is included below.

D. Chapter 18.116, Supplementary Provisions

DCC Chapter 18.116 contains supplementary provisions applicable to multiple zones. The specific Code provisions identified in this section were identified by the Applicant or Staff as being applicable to the proposal. Other participants were offered an opportunity to identify applicable Code provisions, but none did.

1. DCC 18.116.020, Clear Vision Areas.

DCC 18.116.020 requires the maintenance of clear vision areas. The Application initially stated that “adequate site distance is available,” but as noted in the Staff Report, no details were offered to support that statement or otherwise to address the clear vision area criteria. In subsequent submittals, the Applicant provided site plans and other information addressing this Code provision, noting that the clear vision area from the planned access drive is one hundred fifty (150) feet, much farther than any clear vision area required in the Code. At the same time, the actual clear vision area itself does not appear to be delineated on the updated site plan. Although no participant disputes the Applicant’s updated site plan and characterization of the clear vision area, I find it appropriate to impose a condition of approval to better document this area. The Applicant’s final submittal agrees with such a condition, and that condition appears below. Based on the foregoing, I find that this Code provision is satisfied.

2. DCC 18.116.030, Off street Parking and Loading.

DCC 18.116.030 imposes various off-street parking and loading requirements. There is no dispute that the proposal in the Application complies with a majority of those requirements. I adopt the findings in the Staff Report as my findings relating to DCC 18.116.030, except for the specific subsections of this Code provision discussed in this section. The remainder of the findings in this section replace the relevant findings in the Staff Report addressing each subsection.

DCC 18.116.030(C) and (D) require off-street parking for all uses. The Staff Report calculates that a minimum of nine off-street parking spaces must be provided for the wine production and tasting room activities contemplated in the Application. That calculation, however, did not include any allocation of parking spaces for “wine events”, which the Applicant plans to host as part of its commercial activities. In its subsequent submittals, the Applicant provided information indicating that a wine event would

include up to twenty-five (25) people, requiring up to twelve (12) parking spaces. It is not clear from the record if parking for wine events is required in addition to tasting room activities, or if the wine event would be held in lieu of tasting room activities. I must therefore assume the former, more intensive use, meaning the proposed use requires twenty-one (21) parking spaces – three (3) for employees, six (6) for tasting room activities, and twelve (12) for wine events.

The Applicant's site plan shows thirteen (13) parking spaces, and the Applicant asserts that it can use other areas on the Subject Property for temporary parking during wine events, such as in the area of the decommissioned drive, along the secondary access drive, and in a pasture. No participant disputes that these areas are adequate for eight (8) additional parking spaces. At the same time, by showing only the general location of these parking areas on the site plan, it is unclear how the Applicant will ensure these areas remain available for parking. I therefore find it appropriate to impose a condition of approval that requires the Applicant to identify the specific location of the eight (8) additional spaces. That condition appears below.

DCC 18.116.030(F)(1) requires off-street parking adjacent to a residential use to be screened either by a fence or a landscaped buffer. The Application states that parking is screened from residential uses due to distance (a buffer area) that is landscaped (with vines from the vineyard). The Applicant provided photographs of the Subject Property and additional detail about the location of adjacent residential uses. Based on the distance from the residential use, as well as the topography and existing vegetation that is depicted in the photographs, I find that the proposal satisfies the screening requirement of this Code provision.

DCC 18.116.030(F)(4) requires areas for standing and maneuvering of vehicles to be paved unless the Applicant can meet the standards of certain exceptions spelled out in this Code provision. The Applicant asserts that it qualifies for an exception under DCC 18.116.030(F)(4)(b) because it will maintain these areas in a manner that will not create dust problems. This exception is available for the Subject Property because it is outside of an unincorporated community. The manner in which the Applicant proposes to maintain these areas is to gravel, grade, and water the parking area to prevent dust. No participant disputes that such maintenance complies with DCC 18.116.030(F)(4)(b). Based on the evidence in the record, and the above finding that will require the Applicant to identify all parking areas on the site plan, I find that this Code provision is satisfied, with the imposition of Staff's proposed condition (which the Applicant states it agrees with) that will ensure the surfaces are graveled at all times.

DCC 18.116.030(F)(5) requires access aisles to be of sufficient width. According to the Staff Report and information provided by the Applicant, the required access aisles need to be twenty-four (24) feet for two-way traffic and 12-feet for one-way traffic. The Applicant asserts that its updated site plan shows that the new driveway will be sixteen (16) feet wide, and the secondary access will be twelve (12) feet wide. According to those calculations, each access would therefore be wide enough to provide only one-way travel. The Applicant also notes that additional space is available to widen the new driveway, and that the access permit process will ensure that the access aisle requirement for the driveways is met. Based on the Applicant's submittal, I find that this Code provision can be met only through a condition of approval requiring the Applicant to submit a site plan that depicts the actual width of each access aisle, with twenty-four (24) foot aisles for two-way traffic and twelve (12) foot aisles for one-way traffic.

DCC 18.116.030(F)(6) and (7) require service drives to be of adequate width and to have clear vision areas as set forth in those Code provisions. The Staff Report states, and no participant disputes, that a service drive is adequate if it is twenty-four (24) feet wide. The Applicant states that it can meet this requirement, but the Applicant's submittals appear to address access drives and not service drives, and the Applicant has not provided a site plan that clearly depicts the service drives, their widths, or their associated clear vision areas. I find that this Code provision can be met only through conditions of approval requiring the Applicant to submit a site plan that depicts the service drives and demonstrates that the width of those service drives is twenty-four (24) feet with the appropriate clear vision areas.

DCC 18.116.030(G) imposes certain requirements relating to the size of parking stalls. The Applicant's site plans do not appear to describe the actual size of parking stalls. The Applicant proposes to satisfy this Code provision through the condition of approval proposed in the Staff Report. I find that this Code provision can be met only through a condition of approval, which is set forth below.

3. DCC 18.116.031, Bicycle Parking.

DCC 18.116.031 imposes minimum bicycle parking requirements whenever the alteration of an existing use requires Site Plan Review. As an initial matter, DCC 18.116.031(A)(1)(a) establishes the minimum number of bicycle parking spaces is one space for every five required off-street motor vehicle parking spaces. When calculating that number, DCC 18.116.031(A)(4) requires that any fractional space be rounded up to the next whole space. As established in earlier findings, the Applicant is required to provide twenty-one (21) parking spaces. Under DCC 18.116.031(A)(1)(a), the Applicant is therefore required to provide five (5) bicycle parking spaces.

The Applicant seeks an exception to DCC 18.116.031(A)(1)(a), which is authorized if the Applicant can show compliance with at least one of the factors in DCC 18.116.031(A)(1)(c). The Applicant relies on two of those factors and asserts: (1) that the proposed use generates less than fifty (50) vehicle trips per day and (2) that no existing building on the site will accommodate bicycle parking and no new buildings are proposed. The Applicant does not explain in any detail why existing buildings on the site will not accommodate bicycle parking. The record does establish, however, that the proposed use generates fewer than fifty (50) vehicle trips per day. I therefore find that the exception to the bicycle parking requirements is available to the Applicant. I further note that the Applicant does not seek to develop zero bicycle parking spaces, but rather seeks to avoid the requirement in DCC 18.116.031(A)(1)(b) that requires sheltered bicycle parking. The Applicant's request for an exception does not include a request to reduce the required number of bicycle parking spaces. The Applicant states that it will provide "at least" three spaces, and the updated site plan appears to show eight (8) spaces or racks. As determined above, the minimum number of spaces required is five. I therefore find that the Applicant's proposal for eight (8) spaces is sufficient and that those spaces should be depicted on the final site plan.

I find that DCC 18.18.116.031(A)(2) and (3) are not applicable to the Applicant's proposal. No participant has asserted otherwise.

The Applicant's request for an exception to the bicycle parking standards also requests relief from the requirements of DCC 18.116.031(B)(1)-(6), which regulate the design of the required bicycle parking spaces. For the reasons set forth above, I find that this exception is available. However, the Applicant's

submittals state that the Applicant has proposed bike racks for the unsheltered parking. I therefore find that, notwithstanding the Applicant's request for an exception, the Applicant has agreed to provide those racks as set forth in DCC 18.116.031(B)(1)(b), and a condition of approval is appropriate to require the Applicant to continue to identify the location of those racks on a final site plan.

4. DCC 18.116.035, Bicycle Commuter Facilities.

DCC 18.116.035 requires larger commercial employers to have bicycle commuter facilities. No participant in this proceeding asserts that this requirement applies to the proposal, and I find that it is not applicable.

E. Chapter 18.124, Site Plan Review

1. DCC 18.124.030, Approval Required.

DCC Chapter 18.124 sets forth the standards and criteria for a Site Plan Review. Pursuant to DCC 18.124.030, Site Plan Review is required for, among other uses, commercial uses that require parking facilities and all industrial uses. As discussed in earlier findings, the Applicant's proposed use can be characterized as a "commercial activity" for purposes of the MUA-10 Zone, but it also includes an industrial use (processing grapes into wine) and, therefore, Site Plan Review is required.

2. DCC 18.124.060, Approval Criteria.

DCC 18.124.060 sets forth the specific approval criteria that must be satisfied for a site plan to be approved.

DCC 18.124.060(A) requires that a proposed development "relate harmoniously" to both the natural environment and existing development. As the Staff Report notes, prior interpretations of the County's Board conclude that this Code provision requires an applicant to demonstrate that the site plan arranges the development in a way that evaluates the natural environment and existing development in the area, and that by doing so, demonstrate that the applicant has minimized visual impacts and reasonably preserved natural features including views and topographic features. In making that interpretation, the County's Board expressly drew a distinction between the analysis of the site plan required by this Code provision and the consideration of the compatibility of the proposed use required by other Code sections. Only the site plan is relevant to this Code provision.

To demonstrate compliance with DCC 18.124.060(A), the Applicant relies largely on the fact that it will use existing buildings for the winery and that no new buildings are proposed. Further, the Applicant submits photographs and other information depicting and describing a site plan that relies on setbacks and vegetation to screen the Winery use from other development. The Applicant also asserts that neither existing buildings nor new plantings adversely affect natural features.

While comments in the record object to the approval of the Winery, I do not read any of those comments as asserting the Applicant's proposed site plan does not relate harmoniously to the natural environment or existing development, or that this Code provision is otherwise not satisfied. The one exception may be

that several commenters addressed concerns over potential traffic impacts. However, those comments were aimed more at potential impacts from users traveling to and from the site, which would occur regardless of the specifics of the site plan. I therefore treat those comments as addressing the adequacy of site access or the compatibility of the proposed use, which are addressed below in separate findings. Although the Applicant's evidence is not particularly detailed, I find that the Applicant has met its burden of demonstrating compliance with DCC 18.124.060(A).

DCC 18.124.060(B) requires the Applicant to demonstrate that the landscape and existing topography will be preserved to the greatest extent possible. This Code provision also requires preserved trees and shrubs to be protected. The Application proposes almost no changes to the landscape, and no discernible changes to topography. This is because the Applicant will use existing buildings, and the only changes in landscaping will result from closing one driveway, which will allow the addition of new plantings, and creating a new driveway. Based on the foregoing, I find that this Code provision is satisfied. The Staff Report recommends a related condition of approval requiring the Applicant to protect all trees and shrubs not required to be removed by the development. The Applicant opposes this condition. I agree with the Applicant that the proposed condition is not necessary; it largely re-states the requirement in the Code to protect preserved trees and shrubs. Without further explanation by Staff for why its proposed condition is necessary to meet this Code provision, I decline to impose it.

DCC 18.124.060(C) requires the Applicant to demonstrate that the site plan provides a safe environment, while offering appropriate opportunities for privacy and transition from public to private spaces. The Applicant asserts that existing vegetative screening and a new gate will help with the transition from private to public spaces, which it characterizes as the transition from the Subject Property to Bowery Lane. The Applicant further asserts that the site plan provides a safe environment because the site will accommodate fire and safety vehicles, and that the Applicant's use of either a private well or the public water system will be reviewed and approved by appropriate authorities to ensure the safety of the use and the appropriateness of the usage. The Applicant notes that safety considerations are also incorporated into the approval by local and state licensing agencies prior to operating. To that end, the Applicant accepts the proposed conditions of approval in the Staff Report relating to this Code provision. One comment in the record asserts that the Winery may impose a safety risk because of the wastewater that will be generated from the Winery. The treatment or disposal of wastewater, however, is also governed by permits that regulate such impacts. Based on the foregoing, I find that DCC 18.124.060(C) is satisfied with Staff's proposed conditions of approval, which require approvals from other regulating entities.

DCC 18.124.060(D) requires the Applicant to demonstrate that, when appropriate, the site plan shall provide for the special needs of disabled persons. The Application states that the Applicant will provide a parking space and restrooms that comply with the federal Americans with Disabilities Act. The Staff Report states that other considerations for disabled persons are determined as part of the issuance of building permits. No participant disputes that statement or otherwise asserts that the site plan does not comply with this Code provision. Based on the foregoing, I find that this Code provision is satisfied.

DCC 18.124.060(E) requires the Applicant to demonstrate that the location and number of points of access, the interior circulation patterns, the separation of pedestrians from vehicles, and the overall parking arrangement is harmonious with buildings and structures. The Applicant relies on the location of the parking areas compared to the buildings on the Subject Property as evidence that this criterion is met. The

Applicant further states that the proposed parking is all on-site and screened from the roadway with existing vegetation and vineyards. The proposed parking and circulation are distant from neighboring buildings and structures, which furthers what the Applicant describes as a harmonious feeling. No comments in the record dispute the Applicant's characterization. Based on the foregoing, I find that this Code provision is satisfied.

DCC 18.124.060(F) requires the Applicant to demonstrate that surface drainage systems are designed to prevent adverse impacts on neighboring properties, streets, and water quality. The Applicant relies on its characterization of existing drainage patterns as all flowing to ponds and grass areas on the Subject Property. No participant disputes that characterization, but the Staff Report states that the Applicant must provide a letter or report from a licensed engineer to demonstrate that drainage patterns operate as the Applicant suggests they do. The Staff Report therefore recommends conditions of approval requiring such a letter or report and requiring the Applicant to maintain drainage systems in good working condition. The Applicant objects to such a condition, largely because of the amount of pervious surfaces on the Subject Property and what the Applicant characterizes as the low likelihood that surface water runoff would have any off-site impacts.

The Staff Report does not cite any Code language that requires a letter or report from a licensed engineer. The express language of DCC 18.124.060(E) states only that surface drainage systems must prevent adverse impacts on neighboring properties, streets, and water quality. It does not appear to impose any requirements on the type of evidence that can be used to show compliance with that criterion. Because the Applicant's evidence is the only evidence in the record relating to surface drainage, and in the absence of express language requiring a specific kind of evidence, I find that the Applicant has met its burden and that DCC 18.124.060(F) is satisfied without the imposition of any condition of approval.

DCC 18.124.060(G) requires the Applicant to demonstrate that areas and facilities for storage, machinery, and equipment, and loading and parking are buffered or screened to minimize adverse impacts on the site and on neighboring properties. The Applicant relies on the buffer and vegetation of the existing site to minimize the impact of all on site uses on neighboring properties. With respect to the site itself, the Applicant asserts there is no visual impact because, in part, there are outbuildings in which machinery and equipment can be stored. No participant disputes the Applicant's characterization of the lack of visual impacts or otherwise asserts this Code provision is not satisfied. Based on the foregoing, I find that this Code provision is satisfied.

DCC 18.124.060(H) requires the Applicant to demonstrate that above ground utility installations will be located to minimize visual impacts. It is not disputed that the Applicant has not proposed any such installations and, therefore, this Code provision is not applicable.

DCC 18.124.060(I) does not impose any additional criteria and, instead, incorporates any specific criteria imposed by the underlying zone, such as setbacks. Those criteria are addressed in other findings in this Decision.

DCC 18.124.060(J) requires exterior lighting to be shielded so that it does not directly project off site. The Applicant proposed to meet this criterion through a condition of approval. No participant objects or

otherwise states that this criterion cannot be satisfied in that manner. Based on the foregoing, I find that this Code provision is satisfied with the condition of approval proposed in the Staff Report.

DCC 18.124.060(J) requires the Applicant to show adequate transportation access to the site. If necessary, the Applicant must implement mitigation measures for transportation impacts. The Applicant asserts that the existing transportation system provides adequate access to the site, and notes that the transportation system is being improved through the paving of Hunnel Road, which it says can be used for access to the site to reduce impacts to Bowery Lane. In support of its assertion, the Applicant submitted a traffic analysis, including an update to that analysis. The County's Senior Transportation Planner reviewed and provided comments on the initial traffic analysis, agreeing with the conclusion in that report that the proposed use could assume thirty-seven (37) daily vehicle trips. Using that trip count, neither the Applicant's engineer nor the County's Senior Transportation Planner identified a need for specific improvements to the transportation system. The Applicant's updated analysis concluded that even fewer trips would be expected. The County's Senior Transportation Planner does propose multiple conditions of approval to remedy observed encroachments in the right-of-way, to ensure the Applicant obtains the appropriate access permits, and to provide directional signage so that patrons of the winery are more likely to use the improved Hunnel Road. Neither the Applicant nor any participant objects to these conditions.

Comments in the record opposing the Application express a general concern over traffic safety. These concerns are grounded in the observation that Bowery Lane is a relatively narrow road without sidewalks. No comments in the record dispute the technical information the Applicant provides. The Applicant proposes to address these concerns in part through the above-identified conditions of approval. The Applicant also proposed to provide winery patrons with directions to the winery in pre-visit communications, which would instruct patrons to use Hunnel Road.

Based on the technical opinion of the Applicant's engineer and the concurring review of the County's Senior Transportation Planner, I find that the transportation access to the Subject Property is adequate, with the conditions proposed in the Staff Report and the conditions volunteered by the Applicant. Those conditions appear below. Based on the foregoing, I find that DCC 18.124.060(J) is satisfied.

3. DCC 18.124.070. Required Minimum Standards.

DCC 18.124.070 contains additional minimum standards applicable in various scenarios, many of this are not relevant to the Application. I adopt the findings in the Staff Report as my findings relating to DCC 18.124.070, except for the specific subsections of this Code provision discussed in this section. The remainder of the findings in this section replace the relevant findings in the Staff Report addressing each subsection.

DCC 18.124.070(B)(2)(a) contains additional landscaping requirements for parking and loading areas, requiring defined landscaped areas totaling no less than twenty-five (25) square feet per parking space. The Applicant asserts that this landscaping requirement does not apply to a winery in the MUA-10 Zone. However, the Applicant does not explain the legal basis for that assertion. Nor is the Applicant's assertion consistent with the plain language of this Code provision, which clearly applies to "parking and loading areas" as part of a Site Plan Review, regardless of the underlying use or zone. I therefore find that this criterion applies to the Applicant's site plan.

As an alternative argument, the Applicant states that this criterion is satisfied because “the entire property is already landscaped with a vineyard and pasture. That argument, however, fails to tie that “landscaping” to the Code’s requirement to improve a parking area “with defined landscaped areas”, and it also does not attempt to quantify the improved, defined landscaped area. Based on an earlier finding that the proposed use requires twenty-one (21) parking spaces, the total improved, defined landscaped area for that parking is a minimum of five hundred twenty-five (525) square feet. The Applicant does note that some other (presumably defined) landscaping exists around existing buildings and that additional landscaping can be added where the existing driveway will be decommissioned.

Based on the foregoing, I find that this criterion can be satisfied only through a condition of approval requiring the Applicant to denote on its site plan five hundred twenty-five (525) square feet of landscaping around parking areas. The Code does not define “defined landscaping”, but as the Staff Report notes, the common meaning of that word denotes that the item being defined must show some shape or outline. Even if the Applicant relies on existing vegetation for that purpose, it must at least show the shape or outline of the area that will be maintained as landscaping for this purpose and document the size of that area.

DCC 18.124.070(B)(2)(d)-(h) provide additional detail for the design of the landscaping required for parking areas. Because the Applicant does not believe landscaping requirements are applicable, or that the site’s existing vegetation are adequate for this Code provision, it does not fully address these Code sections in detail. I therefore find that these Code provisions are satisfied only through the imposition of a condition of approval requiring the Applicant to depict the width of the landscaped area on the site plan and to describe whether and how such landscaping will be watered. The condition will also require the Applicant to note whether any trees are to be planted under overhead utility lines.

F. Chapter 18.128, Conditional Use

The Applicant seeks approval of the winery as a commercial activity in conjunction with farm use. Such uses are allowed conditionally in the MUA-10 Zone, subject to the provisions of DCC 18.128. The findings in this section address the applicable provisions in that Code chapter.

1. DCC 18.128.015, General Standards Governing Conditional Uses.

This Code provision sets forth specific standards for uses other than single family dwellings that apply in addition to the standards of the underlying zone. The applicable provisions of this Code section are set forth below.

- A. *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.*

This Code provision requires an analysis of the suitability of the site for the proposed use based on the listed factors. The Applicant asserts that the site is suitable for the Winery, wine tastings, and wine-related

events. The Applicant bases this assertion in part on the fact that existing buildings are being repurposed for the Winery and the fact that there is sufficient space for the planned activities.

With the exception of the adequacy of transportation access to the site, no participant asserts that the site is not suitable for the proposed use, or otherwise asserts that this Code provision is not satisfied. The adequacy of transportation access to the site is addressed in previous findings, and those findings are incorporated here. For the same reason set forth in those findings, I conclude that the proposed use on the site, as conditioned, is suitable when taking the adequacy of transportation access into account. Based on the foregoing, I find that DCC 18.128.015(A) is satisfied.

B. 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).

This Code provision is similar to DCC 18.128.015(A) but focuses on the proposed use’s compatibility with surrounding properties rather than on the suitability of the site itself.

The Applicant provides an analysis of this Code provision by first identifying uses on surrounding properties, which include other parcels in the MUA-10 Zone, as well as properties designated as “Urbanizable Areas” or “Commercial General”. These uses are largely residential or farmed. Projected uses include uses allowed in those zones. As the Staff Report notes, current uses on surrounding properties are likely representative of projected uses.

The Applicant then identifies potential off-site impacts and assesses whether those impacts are compatible with surrounding properties. The potential off-site impacts include noise, odor, lights, traffic, visual impacts, water demand, and wastewater disposal. Based on the size of the Subject Property, the relatively distant location of “nearby” uses, and the Applicant’s proposal to limit tasting room hours, the Applicant suggests that none of the potential off-site impacts it identifies will prevent the winery from being compatible with uses on surroundings properties.

With the exception of alleged transportation impacts, no participant identifies off-site impacts from the proposed use that are incompatible with surrounding properties, or otherwise asserts that this Code provision is not satisfied.³ The adequacy of transportation access to the site is addressed in previous findings, and those findings are incorporated here. For the same reason set forth in those findings, I conclude that the proposed use, as conditioned, is compatible with surrounding uses when taking the adequacy of transportation access into account. Based on the foregoing, I find that DCC 18.128.015(B) is satisfied.

C. 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.

As explained in prior findings, I find it appropriate to impose several conditions of approval. These include limitations on the proposed use offered by the Applicant, such as a limit on tasting room hours and a

³ Comments in the record complain of the use of shotguns to discourage birds from eating grapes. Because those comments are aimed at the farm use (the vineyard) and not the Winery, I find that they are not necessary to address in this Decision.

prohibition on third-party rentals of the Subject Property. These conditions will also help ensure that the conditional use standards are met, because they limit the total potential of any impacts.

G. DCC Chapter 15.08 - Signs

The Staff Report notes that the uses on the Subject Property may require informational or directional signs. Such a requirement is incorporated above to address potential transportation impacts. Staff proposes a condition of approval requiring compliance with the County's sign regulations. Because the Applicant does not object to the Staff's proposed condition, that condition is included below.

IV. CONCLUSION AND CONDITIONS OF APPROVAL

Based on the foregoing findings, I find the Application meets the applicable standards for a Conditional Use Permit and Site Plan Review with the following conditions of approval:

- A. This approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant, as required to be supplemented by these conditions. Any substantial change in this approved use will require review through a new land use application. The Applicant's proposal includes the following, which shall be conditions of this approval:
- The winery will process grapes only from Deschutes County or an adjacent county.
 - This approval does not include third-party rental of the Subject Property
- B. General Division Permitting. The property owner shall obtain any necessary permits from the Deschutes County Building Division and Onsite Wastewater Division.
- C. Winery Signage. All signs on the property for the winery shall comply with Deschutes County Sign Code Title 15. The property owner shall obtain all required permits for signage pursuant to Title 15.
- D. Code Compliance for Case No. 247-21-000164-CE: *Prior to any initiation of use*, the unpermitted winery on the property shall receive all required permits from Deschutes County for the winery and any related construction. The applicant shall provide all necessary receipts of approval/closure to the Planning Division to demonstrate compliance.
- E. Winery Hours of Operation. *At all times*, the property owner shall observe the following hours of operation:
- Summer Hours (Memorial Day Weekend – September 30th): by appointment or invite only, three to four (3-4) days per week during the hours of 12 to 7 p.m.
 - Winter Hours (October 1st – January 1st): by appointment or invite only, on Friday and Saturdays with additional appointments on holiday weekends (Thanksgiving, Christmas, New Year's) during the hours of 12 to 7 p.m.
 - Closed (January 2nd – Second week of March).

- Spring Hours (Second week of March – First week of April): by appointment or invite only, three to four (3-4) days per week for the traditional school spring break for Oregon, California, and Washington (tourist season) during the hours of 12 to 7 p.m.
- F. Building and Structure Height. No building or structure shall be erected or enlarged to exceed thirty (30) feet in height, except as allowed by DCC 18.120.040.
- G. Front Yard Setback for Wine Storage Building. *Prior to the issuance of building permits*, the property owner will submit confirmation that the Wine Storage Building meets the front yard setback requirements.
- H. Solar Setbacks. Structural setbacks from any north lot line shall meet the solar setback requirements in DCC 18.116.180.
- I. General Setbacks. In addition to the setbacks set forth herein, any greater setbacks required by applicable building or structural codes adopted by the State of Oregon and/or the County under DCC 15.04 shall be met.
- J. Clear Vision Areas on the Site Plan. *Prior to the issuance of building permits*, a revised and final site plan shall be submitted to the Planning Division which correctly illustrates the clear vision areas at all access points.
- K. Clear Vision Area. The clear vision areas located at the intersection of the service drives/ driveways and Bowery Lane, as well as other points of access, shall be maintained in accordance with DCC 18.116.020(A).
- L. Available Parking. This approval is conditioned upon the unqualified continuance and availability of the amount of parking and loading space required by DCC Title 18 as set forth in this Decision. The Applicant shall submit a revised and final site plan showing where the required parking spaces will be located, including the size of each parking stall.
- M. Parking and Loading/ Unloading. Off-street parking areas used to fulfill the requirements of DCC Title 18 shall not be used for loading and unloading operations except during periods of the day when not required to take care of parking needs.
- N. Establishment of Parking. Required parking facilities shall be provided prior to or concurrently with construction and/or initiation of the proposed use.
- O. Use of Parking Facilities for the Winery. Required parking space shall be available for the parking of operable passenger automobiles of residents, customers, patrons, and employees only and shall not be used for the storage of vehicles or materials or for the parking of trucks used in conducting the business or used in conducting the business or use.
- P. Parking Area Lighting. Any lighting used to illuminate the off-street parking area shall be so arranged that it will not project light rays directly upon any adjoining property in a residential

zone.

- Q. Parking Area Landscaping. *Prior to the issuance of building permits*, the property owner shall submit a revised site plan depicting the parking area landscaping required by this Decision, which must note whether any trees are to be planted under overhead utility lines and, if so, show that the height of those trees has been taken into consideration.
- R. Graveled Surface for Standing and Maneuvering of Vehicles. *Prior to the initiation of use*, the applicant shall gravel all areas for the standing and maneuvering of vehicles onsite as depicted on the site plan. This includes the individual parking areas as proposed and all service drives which provide access for the winery. *At all times*, the graveled surfaces shall be maintained in a manner which will not create dust problems for neighboring properties.
- S. Access Aisles. *Prior to the issuance of building permits*, the property owner shall submit a revised site plan depicting access aisles at a minimum width of twenty-four (24) feet for all two-way traffic and a minimum width of twelve (12) feet for all one-way traffic.
- T. Service Drive Width. *Prior to the issuance of building permits*, the property owner shall submit a revised site plan depicting service drives at a minimum width of twenty-four (24) feet for all two-way access aisles and a minimum width of twelve (12) feet for all one-way access aisles.
- U. Service Drive Boundaries. *Prior to the issuance of building permits*, the property owner shall submit a revised site plan depicting service drive boundaries which are clearly and permanently marked and defined through the use of rails, fences, walls or other barriers or markers.
- V. Off-street Parking Lot Design. *Prior to the issuance of building permits*, a revised and final site plan shall be submitted to the Planning Division which illustrates the parking aisles and spaces and demonstrates compliance with DCC 18.116.030(G)(1-4).
- W. Bicycle Parking Spaces. *Prior to the issuance of building permits*, a revised and final site plan shall be submitted to the Planning Division which illustrates the location of the required bicycle parking spaces.
- X. Confirmation from Bend Fire & Rescue. *Prior to the issuance of building permits*, Receipt of approval will be provided to the Planning Division from Bend Fire & Rescue that the access and site design for emergency vehicles are acceptable.
- Y. Use of Private Well. *Prior to the Initiation of Use of the Winery*, the property owners shall have the well, if it will provide any water to the public, reviewed, and approved as a Public Water System by either the Oregon Department of Agriculture (ODA) or the Deschutes County Environmental Health Department.
- Z. Licensing From Deschutes County Environmental Health Department. *Prior to the Initiation of Use of the Winery*, the property owner shall obtain all necessary permits from the Deschutes County Environmental Health Department.

AA. Licensing From the Oregon Department of Agriculture. *Prior to the Initiation of Use of any Aspect of the Winery*, the property owner shall obtain all necessary permits and approvals from the Oregon Department of Agriculture Food Safety Program.

BB. Licensing From the Oregon Liquor and Cannabis Commission (OLCC). *Prior to the Initiation of Use of any Aspect of the Winery*, the property owner shall obtain all necessary permits and approvals from the Oregon Liquor and Cannabis Commission.

CC. Licensing From the US Alcohol and Tobacco Tax and Trade Bureau (TTB). *Prior to the Initiation of Use of any Aspect of the Winery*, the property owner shall obtain all necessary permits and approvals from the US Alcohol and Tobacco Tax and Trade Bureau.

DD. Exterior Lighting. All exterior lighting shall be shielded so that direct light does not project off site.

EE. Evacuation of the Right of Way. *Prior to the issuance of building permits*, the property owner shall cause for the removal of all private property, including fences, posts, walls, crops, landscaping, and other features, from the existing public right of way for Bowery Lane along the frontage to the subject property.

FF. Driveway Access Permits. *Prior to the issuance of building permits*, the property owner shall obtain driveway access permits for all driveway accesses to Bowery Lane for the subject property pursuant to DCC 12.28.050 and 17.48.210(A).

GG. Ingress and Egress via Hunnell Road. *At all times, once Hunnell Road construction is complete*, wayfinding or directional messaging provided by the property owner to vendors and patrons of the proposed commercial activities shall direct vendors and patrons to utilize Hunnell Road and the western section of Bowery Lane for ingress and egress to the subject property.

Dated this 29th day of December 2023.



Tommy A. Brooks
Deschutes County Hearings Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 14, 2024

SUBJECT: Oregon Health Authority grant agreement #PO-44300-00026008 for Behavioral Health Services

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-135, an agreement accepting grant funding from the Oregon Health Authority.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority (OHA) intergovernmental agreement (IGA) #PO-44300-00026008 outlines the program descriptions, reporting requirements and financing of Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services for Deschutes County. The IGA provides funding in the amount of \$11,771,788 for the period January 1, 2024 through June 30, 2025.

As the local Community Mental Health Program, Deschutes County Health Services (DCHS) Behavioral Health helps County residents facing serious mental health and addiction issues. Priority populations include Oregon Health Plan members, uninsured County residents with nowhere else to turn, and people in crisis, who are often in unstable situations or are a danger to themselves or others. The department also coordinates services for County residents in care at the State Hospital or served through other agencies or facilities. These services assist people in need, alleviate community problems, promote client health and prevent more costly care and intervention.

In this agreement, OHA is providing funding in the amount of \$11,771,788 for the 18-month term. This amount is \$1,201,245, or 11.36%, greater when compared to the previous 18 months of funding provided in IGA #173133 (\$10,570,542) and its amendments (after removing the variance caused by an OHA funding error for SE 17, Non-OHP Community and Residential Assistance, in amendment 7). Part of the increase in funding is due to inflation increases not previously passed on to DCHS for some SEs. OHA did not provide specifics on which SEs are receiving the one-time inflation increase. Overall, the average SE increase was 17.02%, with eight SEs receiving the median increase of 5.6%.

OHA has acknowledged that this IGA may contain errors in funding for several service elements, such as SE25. OHA is requesting DCHS sign the IGA as is, and they will make corrections, as needed, in forthcoming amendments.

BUDGET IMPACTS:

\$3,988,238 revenue for the period January 1, 2024 – June 30, 2024.

\$7,783,550 revenue for the period July 1, 2024 – June 30, 2025.

ATTENDANCE:

Holly Harris, Behavioral Health Director

Cheryl Smallman, Health Services Business Officer

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications, and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@dhs.oha.state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT # PO-44300-00026008

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County**, a political subdivision of the State of Oregon (“County”).

RECITALS

WHEREAS, **ORS 430.610(4) and 430.640(1)** authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), each Local Mental Health Authority that provides Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any

combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA’s Local Plan guidelines located at <https://www.oregon.gov/oha/hsd/amh/Pages/index.aspx>. County shall provide services per the most recently submitted and approved Local Plan as agreed upon between OHA and County.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. **Effective Date and Duration.** This Agreement shall become effective on January 1, 2024. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2025.
- 2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

- Exhibit A Definitions
- Exhibit B-1 Service Descriptions
- Exhibit B-2 Specialized Service Requirements
- Exhibit C Financial Assistance Award
- Exhibit D Payment, Settlement, and Confirmation Requirements
- Exhibit E Special Terms and Conditions
- Exhibit F General Terms and Conditions
- Exhibit G Standard Terms and Conditions
- Exhibit H Required Federal Terms and Conditions
- Exhibit I Required Provider Contract Provisions
- Exhibit J Provider Insurance Requirements
- Exhibit K Startup Procedures
- Exhibit L Catalog of Federal Domestic Assistance (CFDA) Number Listing

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit H, (c) Exhibit A, (d) Exhibit C, (e) Exhibit D, (f) Exhibit E, (g) Exhibit B-1, (h) Exhibit B-2, (i) Exhibit G, (j) Exhibit F (k) Exhibit I, (l) Exhibit J, (m) Exhibit K, (n) Exhibit L.

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

3. Signatures.

Deschutes County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Joseph M. Callahan, Assistant Attorney General on December 21, 2023; email in Agreement file.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions, Specialized Service Requirements and Special Conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement, or Special Condition in the Financial Assistance Award, the word or phrase shall not have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement, or Special Condition in which it is defined.

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment 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, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing, and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit F, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to 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.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning and delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse, or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
8. **“Community Mental Health”** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances.
9. **“Coordinated Care Organizations” or “CCO”** means 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.

10. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
11. **“DHS”** means the Department of Human Services of the State of Oregon.
12. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality, or program of the federal government of the United States.
13. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
14. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
15. **“Health Systems Division” or “HSD”** means for the purpose of this Agreement, the division of 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.
16. **“Individual” or “Client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement. For purposes of this Agreement and all attachments hereto, the terms “Client” and “Individual” shall have the same meaning and shall be interchangeable.
17. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider's Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
18. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;

- b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
19. **“Local Plan” or “Plan”** means a comprehensive plan, adopted by the Local Mental Health Authority and approved by OHA, that describes the delivery of Services and the methods by which the Services will be provided to the community. The Local Plan must be directed by and responsive to the Behavioral Health needs of the community and consistent with the requirements identified in ORS 430.630.
20. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that are:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
22. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
- 23.
24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit E, “Special Terms and Conditions.”
25. **“Problem Gambling Services”** means 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.
26. **“Program Area”** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.
27. **“Provider”** has the meaning set forth in section 5 of Exhibit F, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.

- 28. **“Provider Contract”** has the meaning set forth in Exhibit F, “General Terms and Conditions,” section 5.
- 29. **“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 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.
- 30. **“Service(s)”** or “Service Element(s)” means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

Service Name	Service Code
Start-Up – Addiction Treatment, Recovery, & Prevention Services	A&D 60
Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment	A&D 62
Peer Delivered Services – Addiction Treatment, Recovery, & Prevention Services	A&D 63
Housing Assistance – Addiction Treatment, Recovery, & Prevention Services	A&D 64
Community Behavioral and Addiction Treatment, Recovery, & Prevention Services	A&D 66
Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity	A&D 67
Youth Addiction, Recovery, & Prevention Residential Treatment Services	A&D 71
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Problem Gambling Respite Treatment Services	A&D 83
Problem Gambling Client Finding/Referral Pathways Outreach Services	A&D 84
System Management and Coordination – Community Mental Health	MHS 01
Aid and Assist Client Services	MHS 04
Assertive Community Treatment Services	MHS 05

Service Name	Service Code
Jail Diversion Services	MHS 09
Mental Health Promotion and Prevention Services	MHS 10
Rental Assistance Program Services	MHS 12
School-Based Mental Health Services	MHS 13
Young Adult Hub Programs (YAHP)	MHS 15
Tribal based Mental Health	MHS 14
Non-OHP Community and Residential Assistance	MHS 17
Non-Residential Community Mental Health Services For Child, Youth, and Adults	MHS 20
Civil Commitment Services	MHS 24
Mobile Crisis Intervention Services	MHS 25
Non-Residential Community Mental Health Services For Youth and Young Adults In Transition	MHS 26
Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Community Mental Health Treatment Services For Adults	MHS 28
Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board	MHS 30
Enhanced Care And Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older or Disabled Adult Community Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services (PASARR)	MHS 36
Start-Up – Community Mental Health Services	MHS 37
Supported Employment Services	MHS 38
Projects For Assistance In Transition From Homelessness (PATH) 3Services	MHS 39

- 31. **“Service Description”** means the description of a Service or Service Element as set forth in Exhibit B-1, “Service Descriptions.”
- 32. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2, “Specialized Service Requirements,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Veterans Peer Delivered Services	MHS 16A
Mobile Response and Stabilization Services (MRSS) for Children, Young Adults, and their Families	MHS 25A
Early Assessment and Support Alliance (EASA)	MHS 26A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

- 33. **“Trauma Informed Services”** means 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.
- 34. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit F, “General Terms and Conditions,” section 3.b

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-1
SERVICE DESCRIPTIONS**

Not all Services described in this Exhibit B-1 may be covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

a. Service Name: **START-UP**

Service ID Code: **A&D 60**

(1) **Service Description**

Funds awarded must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award.” Description of Start-Up activities are activities necessary to begin, expand, or improve Substance Use Disorder and Problem Gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from A&D 60 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Social Determinates of Health (SDOH) unit of OHA and follow procedures as prescribed by that unit.

A&D 60 funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-up expenditures, as described in Exhibit K, “Start-Up Procedures,” that will be needed to provide the Services planned and to be delivered at the specified site(s).

(2) **Performance Requirements**

The funds awarded for A&D 60 may be expended only in accordance with Exhibit K, “Start-Up Procedures,” which is incorporated herein by this reference.

(3) **Reporting Requirements**

None

(4) **Special Reporting Requirements**

Using the OHA prescribed “Start-Up Request & Expenditure Form,” County shall prepare and submit electronically, to hsd.contracts@odhsoha.oregon.gov, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit K, “Start-Up Procedures.” Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment Start-Up, Section 1.e., and Settlement Start-Up language, Section 1.f.(1)(b).

b. Service Name: ADULT SUBSTANCE USE DISORDER RESIDENTIAL

TREATMENT SERVICES

Service ID Code: A&D 61

(1) Service Description

Adult Substance Use Disorder Residential Treatment Services (A&D 61) are Services delivered to Individuals 18 years of age or older who are unable to live independently in the community; cannot maintain even a short period of abstinence from substance abuse; are in need of 24-hour supervision, treatment, and care; and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 – 3.7.

The purpose of A&D 61 Services is to support, stabilize, and rehabilitate Individuals and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an Individual on a 24-hour basis, consistent with Level 3.1 – 3.7 treatment, including entry, assessment, placement, service plan, service note, service record, transfer and continuity of care, co-occurring mental health and substance use disorders (COD), residential substance use disorders treatment and recovery services, and residential women’s substance use disorders treatment and recovery programs, as set forth in OAR 309-018-0135 through 309-018-0160 and OAR 309-018-0170 through 309-018-0180, as such rules may be revised from time to time, as appropriate to the Individual's needs and include structured counseling, educational services, recreation services, self-help group participation services, and planning for self-directed recovery management to support the gains made during treatment. A&D 61 Services address the needs of diverse population groups within the community with special emphasis on ethnic minorities.

Providers shall have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program.

A&D 61 Services provided under this Agreement must be provided only to Individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain insufficient healthcare coverage, including but not limited to, healthcare coverage that does not cover all of the services described herein or are limited to a limited number of days.

(2) Performance Requirements

(a) Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.

(b) Subject to the preference for pregnant women and intravenous drug users described in Exhibit G, “Required Federal Terms and Conditions,” County and Providers of A&D 61 Services funded through this Agreement shall

give priority access to such Services first to Individuals referred by the Department of Human Services and then to Individuals referred by Drug Treatment Courts from within the region, as such region is designated by OHA after consultation with County. For purposes of this Service Description, “Drug Treatment Court” means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services, and immediate sanctions and incentives. A&D 61 Services funded through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to Individuals referred from any particular county, provider, or other entity.

- (c) Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program, able to meet the cultural and linguistic needs of the Individual, and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the Individual’s clinical record:
- i. Address co-occurring disorders, including gambling, in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
 - ii. Gambling disorders will be assessed using OHA Problem Gambling Services GBIRT SUD toolkit. Program will refer Individuals with severe gambling disorder to community services during residential care, and Individuals with moderate or mild gambling disorder to community services during treatment or upon transition.
 - iii. Psychoeducational sessions to discuss gambling disorder and co-addiction shall be provided. Toolkit for presentation materials can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. For technical assistance and training contact pgs.support@dhsoha.state.or.us.
 - iv. Address the interaction of the substance-related, gambling disorder and mental health disorders in assessing each Individual’s history of psychological trauma, readiness to change, relapse risk, and recovery environment;
 - v. Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
 - vi. The provider’s policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
 - vii. In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to receive medication specific to the individual’s diagnosed clinical needs, including medications used to treat opioid dependence.

- viii. Involve the family or significant others of the Individual in the treatment process;
 - ix. Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
 - x. Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and
 - xi. Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) days of discharge from the residential program.
- (d) Quality of Services provided under this Agreement will be measured in accordance with the following criteria:
- i. **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment; and
 - ii. **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of Individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

(3) **Reporting Requirements**

See Exhibit E, 10, "Reporting Requirements for MOTS."

(4) **Special Reporting Requirements**

None

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(1).

c. Service Name: **SUPPORTED CAPACITY FOR DEPENDENT CHILDREN**
WHOSE PARENTS ARE IN ADULT SUBSTANCE USE DISORDER
RESIDENTIAL TREATMENT

Service ID Code: **A&D 62**

(1) **Service Description**

Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment (A&D 62) is housing services (room and board) delivered to Individuals who are dependent children age 18 and younger, of parent(s) who reside in substance use disorder residential treatment facilities, so the child(ren) may reside with their parent in the same substance use disorder residential treatment facility. The parent who is participating in residential treatment may or may not be a custodial parent during part or all of the treatment episode. The Department of Human Services, Child Welfare may have legal custody of the child(ren) but grant formal permission for the child(ren) to be placed with the parent during treatment and to reside in one of the dependent room and board placements.

(2) **Performance Requirements**

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

(3) **Reporting Requirements**

See Exhibit E, 10., “Reporting Requirement for MOTS.”

(4) **Special Reporting Requirements**

- (a) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (b) County shall prepare and electronically submit to hsd.contracts@odhsoha.oregon.gov written quarterly summary reports on the delivery of A&D 62 Services, no later than the due dates listed below following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Reporting period	Reporting due dates
July – September	due October 21st
October – December	due January 21st
January – March	due April 21st
April – June	due July 21st

- (c) Each report shall provide the following information:
- i. Number of parents and children residing in the substance use disorder residential treatment facilities, including length of stay; and
 - ii. If the parent of dependent child(ren) are TANF eligible.
- (5) **Financial Assistance Calculation, Disbursement and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

d. Service Name: **PEER DELIVERED SERVICES**

Service ID Code: **A&D 63**

(1) **Service Description**

For the purpose of A&D 63 Peer Delivered Services (A&D 63 Services), “Recovery Center,” “Facilitating Center,” “Peer Delivered Services,” and “Peer Support Specialist” shall have the following meanings:

- (a) **Recovery Centers** are comprised of and led by people in recovery from Substance Use Disorders (as defined in OAR 309-019-0105(153)). The Recovery Centers maintain a structured daily schedule of activities where Peer Delivered Services may be delivered. Recovery Centers serve as recovery resources for the local community.
- (b) **Facilitating Centers** provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding, and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.
- (c) **Peer Delivered Services** means an array of agency or community-based services and supports provided by peers, Peer Support Specialists, and Peer Wellness Specialists to Individuals or family members with similar lived experience. These services are intended to support the needs of Individuals and families, as applicable, as they progress through various stages in their recovery from Substance Use Disorders. Peer Delivered Services include, but are not limited to, the following:
 - i. **Emotional support.** Emotional support refers to demonstrations of empathy, caring, and concern that enhance self-esteem and confidence. Peer mentoring, peer coaching, and peer-led support groups are examples of peer-to-peer recovery services that provide emotional support.
 - ii. **Informational support.** Informational support refers to sharing knowledge, information and skills. Peer-led life skills training, job skills training, educational assistance, and health and wellness information are examples of informational support.
 - iii. **Instrumental support.** Instrumental support includes modeling and peer-assisted daily-life tasks that people with Substance Use Disorders may lack. Examples of instrumental support include getting to support groups, accessing childcare, completing job applications, locating alcohol and drug-free housing, and obtaining vocational, educational, and navigating health and social service programs.
 - iv. **Affiliated support.** Affiliational support facilitates contact with other people to promote learning of social and recreational skills, create a

community, and acquire a sense of belonging. Examples of affiliational support include introduction to Recovery Centers, alcohol and drug-free socialization opportunities, and exploring activities.

- v. Family support. Family support includes educational, informational, and affiliational services for family members with relatives (as identified by the family) who are in recovery from Substance Use Disorders. These services are designed to help families develop and maintain positive relationships, improve family functioning, increase understanding of recovery processes, and build connections among family members for mutual support.
- vi. **Peer Support Specialists** are individuals as defined in OAR 309-019-0105(86), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

(d) **Population to be served, Eligible population, or Participants:** Individuals with Substance Use Disorders and who are seeking recovery are the target population.

(2) **Performance Requirements**

County shall use the financial assistance awarded for A&D 63 Services through this Agreement to provide Peer Delivered Services in a manner that benefits the Population to be served. The Peer Delivered Services must be delivered at Recovery Centers, agencies, or in communities, by Peer Support Specialists or Peer Wellness Specialists.

To the satisfaction of OHA, County shall require that Peer Delivered Services are:

- (a) Delivered by Peer Support Specialists and Peer Wellness Specialists who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;
- (b) Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with Peer Delivered Services and a certified Peer Support Specialist or Peer Wellness Specialist;
- (c) Delivered in accordance with a plan developed with or by the Individual receiving Services;
- (d) Documented and regularly reviewed by the Individual receiving Services; and
- (e) Documented either in MOTS or MMIS or comparably reported.

Providers employing Peer Support Specialists and Peer Wellness Specialists must develop and implement quality assurance processes to improve the quality of Peer Delivered Services supported by funds provided through this Agreement. OHA may recommend additional actions to improve quality.

(3) Reporting Requirements

See Exhibit E, 10.

(4) Special Reporting Requirements

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

- (a) Within 30 calendar days of the County providing A&D 63 Services, County shall prepare and electronically submit a written entry baseline assessment report to amhcontract.administrator@dhsoha.state.or.us.
- (b) County shall prepare and electronically submit, to hsd.contracts@dhsoha.oregon.gov, written quarterly summary reports on the delivery of A&D 63 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (c) Each report shall provide the following information:
 - i. The amount of financial assistance spent on A&D 63 Services as of the end of the reporting period;
 - ii. Number of Individuals served by Peer Support Specialist(s), categorized by age, gender, and ethnicity;
 - iii. Breakdown of Service received;
 - iv. Number of Individuals who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;
 - v. Number of Individuals who gained employment or engaged in productive educational or vocational activities during Service participation;
 - vi. Number of Individuals who remained crime-free during Service participation; and
 - vii. Number of Individuals served who are being retained from the previous quarter.

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

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

e. Service Name: **HOUSING ASSISTANCE**

Service ID Code: **A&D 64**

(1) Service Description

Housing Assistance Services assist Individuals, who are in recovery from Substance Use Disorders, in locating and paying for housing that supports that recovery. Individuals who receive assistance may be living with other family members (e.g., where a parent is re-assuming custody of one or more children).

All Individuals receiving A&D 64 Services funded through this Agreement must reside in County, be in recovery from Substance Use Disorders, have been previously homeless or at risk of homelessness, and be participating in a verifiable program of recovery. OHA will not provide financial assistance for A&D 64 Services under this Agreement and any succeeding Agreement for more than 24 consecutive months for any particular Individual, unless approved in advance by OHA in writing.

(2) Performance Requirements

Housing Assistance Services include:

- (a) Rental Assistance in the form of cash payments, made on behalf of Individuals recovering from Substance Use Disorders, to cover all or a portion of the monthly rent and utilities for housing.
- (b) Housing Coordination Services in the form of staff support to assist Individuals recovering from Substance Use Disorders in locating and securing suitable housing, and referrals to other resources.
- (c) Residential Costs to pay for move-in and barrier removal costs not to exceed 20% of total funds awarded to support securing and maintaining housing such as payment of rental deposits and fees; moving and storage costs; furnishing, supplies and equipment; payment of past due utility bills and securing a credit report. These must be one-time payments only; no on-going expenses. Housing expenses not eligible are permanent improvements to a building except for minor remodeling to improve accessibility. Barrier removal expenses not eligible are any payments made that do not advance the effort to secure rental housing.
- (d) Utilization requirements for A&D 64 will be identified in a special condition, subject to funds awarded in a particular line of the Financial Assistance Award.
- (e) No funds shall be paid directly to individuals benefiting from A&D 64 Services.

(3) Reporting Requirements

See Exhibit E, 10., "Reporting Requirements for MOTS."

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly summary reports on the delivery of A&D 64 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (a) Information and data as required on the OHA-provided reporting template;
- (b) For financial settlement purposes, the total amount expended during the subject quarter for the following:
 - i. Amount expended for Housing Coordination and supports including staff positions.
 - ii. Amount expended for Administration.
 - iii. Amount expended for Residential Costs including move-in and barrier removal expenses .
 - iv. Amount expended for Rental Assistance.
- (c) All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission. Failure to submit complete and accurate reports could result in the withholding of future payment of Financial Assistance.

(5) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2).

f. Service Name: **COMMUNITY BEHAVIORAL AND SUBSTANCE USE
DISORDER SERVICES**

Service ID Code: **A&D 66**

(1) **Service Description**

- (a) Community Behavioral and Substance Use Disorder Services (A&D 66 Services) are Services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers the A&D 66 Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

- (b) It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:
- i. Counseling and education about HIV and tuberculosis (TB);
 - ii. Risks of sharing needles;
 - iii. Risks of transmission to sexual partners and infants;
 - iv. Steps to ensure that HIV and TB transmission does not occur;
 - v. Referral for HIV or TB treatment services, if necessary;
 - vi. Counseling on the effects of alcohol and drug use on the fetus; and
 - vii. Referral for prenatal care.
- (c) A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by OHA. County shall provide the following Services, subject to availability of funds:
- i. Outreach (case finding), early identification and screening, assessment and diagnosis, and education:
 - A. Outreach: Partner with healthcare Providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate Services.
 - B. Early Identification and Screening: Conduct periodic and systematic screening that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Local Plan or Regional Health Improvement Plan (RHIP) as applicable.

- C. Assessment and Diagnosis: Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of Service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:
 - I. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.
 - II. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. **“Intensive Community Services”** are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - III. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with “Intensive Outpatient Services and Supports” or “Intensive Treatment Services,” as defined in OAR 309-022-0105(45) and 309-022-0105(46), respectively.
- D. Education: Partner with other community groups and organizations, including but not limited to schools, community corrections, and other related organizations, to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups’ needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment Services within these populations.
- ii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:
 - A. Brief motivational counseling;
 - B. Supportive Services to facilitate participation in ongoing treatment; and
 - C. Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.
- iii. Therapeutic Interventions:
General community-based Services, which may include:

- A. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
 - B. General outpatient Services;
 - C. Medication management for:
 - I. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
 - II. Substance Use Disorders:
 - (A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
 - (B) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
 - D. Detoxification for Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
 - E. Meaningful Individual and family involvement.
- iv. Continuity of Care and Recovery Management:
- A. Continuity of care Services includes:
 - I. Coordinate and facilitate access to appropriate housing Services and community supports in the Individual’s community of choice;
 - II. Facilitate access to appropriate levels of care and coordinate management of Services and supports based on an Individual’s needs in their community of choice;
 - III. Facilitate access to Services and supports provided in the community and Individual’s home designed to assist children and adults with Substance Use Disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and
 - IV. Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.
 - B. Recovery Management Services includes:

- I. Continuous case management;
- II. Monitoring of conditions and ongoing recovery and stabilization;
- III. Individual and family engagement, including provision of childcare for parents actively involved in any of these treatment, education, outreach, or recovery support Services; and
- IV. Transition planning that addresses the Individual's needs and goals.

(2) **Performance Requirements**

- (a) A Provider delivering A&D 66 Services with financial assistance awarded through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.
- (b) The quality of A&D 66 Services supported with financial assistance through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which financial assistance is awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with financial assistance awarded through this Agreement. OHA may assign performance payments to some or all of these standards and measures and may recommend additional actions to improve quality.
 - i. **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
 - ii. **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60-calendar days.
 - iii. **Utilization:** Utilization requirements for Individuals receiving continuum of care services (non-detox) will be identified in a Special Condition, subject to a particular line in Exhibit C, "Financial Assistance Award."
 - iv. **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
 - v. **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive calendar days or more.
 - vi. **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 calendar day retention, whichever comes first.

- vii. **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- viii. **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within 7 calendar days after: (A) hospitalization for mental illness; or (B) any facility-based Service defined as residential.
- ix. **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
- x. **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
- xi. **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:
- A. **Housing Status:** If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
 - B. **Employment Status:** If employment is a goal of treatment, this measure will be monitored. This measure is defined as the number of Individuals who become employed, as indicated by a change in employment status, against the number of Individuals with a goal of becoming employed.
 - C. **School Performance:** If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
 - D. **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

(3) **Reporting Requirements**

See Exhibit E, 10, “Reporting Requirements for MOTS.”

(4) **Special Reporting Requirements**

- (a) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (b) County shall prepare and electronically submit to hsd.contracts@odhsoha.oregon.gov written annual summary reports on the delivery of A&D 66 Services, no later than 45 calendar days following the end of each subject year for which financial assistance is awarded through this Agreement.
- (c) Each report shall provide the following information:
Description of the delivery of A&D 66 Services provided to Individuals who are not enrolled in MOTS at the time of their participation in Prevention, Education, or Outreach Service delivery, as described in this Service Description. Cases without evidence of treatment engagement in the clinical record do not count toward the Service delivery requirement, except as listed above for Prevention, Education, and Outreach.

(5) **Payment Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(1).

h. Service Name: **SUBSTANCE USE DISORDER RESIDENTIAL & DAY TREATMENT CAPACITY**

Service ID Code: **A&D 67**

(1) Service Description

Substance Use Disorder (SUD) Residential and Day Treatment Capacity (A&D 67) is for housing/lodging services for indigent, underfunded, or Medicaid-eligible Individuals who are enrolled in SUD adult or youth residential services or day treatment services where housing/lodging services are provided. A&D 67 Services provide a structured environment for an Individual on a 24-hour basis consistent with Level II and Level III of the American Society of Addiction Medicine (ASAM) patient placement criteria and transfer and continuity of care set forth in OAR 309-018-0135 through 309-018-0155 and 309-019-0135 through 309-019-0140, as such rules may be revised from time to time, are appropriate to the Individual’s needs and include housing and food services.

Housing/lodging services must include;

- (a) Bed with a frame and clean mattress;
- (b) Pillow(s);
- (c) Linens; sheets, pillowcases, and blankets;
- (d) Bath towel and wash cloth;
- (e) Private dresser or similar storage area for personal belongings;
- (f) Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);
- (g) Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and
- (h) Rent/Utilities (no additional charges to Individual while in treatment).

(2) Performance Requirements

Providers of A&D 67 Services paid through this Contract must comply with OAR 309-018-0100 through 309-018-0215 and OAR 309-019-0100 through 309-019-0220, as such rules may be revised from time to time. Providers of A&D 67 Services paid through this Contract must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

(3) Reporting Requirements

See Exhibit E, 10, “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

None

(5) Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2).

i. Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

(1) Service Description

- (a) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:
- i. Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and
 - ii. Prevent Problem Gambling.
- (b) The goals and outcomes for County’s A&D 80 Services must be described in County’s OHA approved Problem Gambling Prevention Implementation Plan, using the form located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>, and submitted electronically to OHA at: hsd.contracts@odhsoha.oregon.gov. County’s A&D 80 Services will be monitored and evaluated on the basis of the County’s effectiveness in achieving the goals and outcomes identified in the County’s OHA approved Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.

(2) Performance Requirements

- (a) County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:
- i. Implementation plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Plans must reflect the requirements within the Problem Gambling Tier Level Funding Performance Standards located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>. Planning frameworks shall demonstrate the following: community assessment of current status of the problem, desired outcome, strategic plan to meet outcome, and evaluation plan;
 - ii. Continuously conducting a community assessment every five years (FY2025-26) and utilizing County’s community assessment results to identify trackable outcome measurements within Implementation Plan;
 - iii. Implementation of problem gambling prevention activities each quarter related to identified goals within Implementation Plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;
 - iv. Monitoring, implementation, evaluation and oversight of the Problem Gambling Prevention Implementation Plan in accordance with the “Special Reporting Requirements” section below and submitting electronically to OHA through the Problem Gambling Prevention Quarterly Data Reporting

Collection System at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>;

- v. Preparation of reports, as described in the “Special Reporting Requirements” section below;
- vi. Oversight and coordination of A&D 80 Services, activities, and programs provided in the County;
- vii. Completion of Problem Gambling Prevention Coordinator Training Series requirements within six months from the date of hire or designation as coordinator. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>;
- viii. Attending a minimum of 8 hours of OHA Problem Gambling Services approved trainings per calendar year, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
- ix. Development and adoption of a comprehensive written policy, on gambling in the workplace; and
- x. Participating in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.

(b) County shall designate a Problem Gambling Prevention Supervisor, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:

- i. Completion of the Problem Gambling Prevention Supervisor Training within 3 months from date of designation as problem gambling prevention supervisor.
- ii. The Problem Gambling Prevention Supervisor Training requirements are located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.

(c) The financial assistance awarded to County for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the County’s Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County’s Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.

(d) Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County’s current Problem Gambling Prevention Implementation Plan.

(3) Reporting Requirements

None

(4) Special Reporting Requirements

(a) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis through the Oregon

Problem Gambling Prevention Quarterly Data Reporting Collection System, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx> no later than 45 calendar days following the end of each quarter with respect to Services provided in the prior quarter.

(b) County shall notify OHA Problem Gambling staff at pgs.support@dhsoha.state.or.us within 10 business days of any changes related to designated Problem Gambling A&D 80 Services.

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

County shall not expense greater than 6 percent of total allocation for administrative overhead and indirect cost.

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Settlement language, Section 1.f.(2).

j. Service Name: **PROBLEM GAMBLING TREATMENT SERVICES**

Service ID Code: **A&D 81**

(1) Service Description

- (a) For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.
- i. A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to significant impairment or distress, as indicated by the Individual exhibiting one or more diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders; or
 - ii. A diagnosis of Other Specific Disruptive, Impulse Control and Conduct Disorder, as an Individual with clinically significant distress or impairment in social, occupational, or other important area of functioning. This diagnosis in terms of Problem Gambling Treatment Services and reimbursement for these services should be used for clients who present with an Internet Gaming Disorder; or
 - iii. A diagnosis of relationship distress with spouse or intimate partner; a diagnosis of relational problems or problems related to psychosocial circumstances; or diagnosis of stressful life events affecting family and household.

(2) Performance Requirements

- (a) County shall maintain Certification, as provided under OAR 309-008-0100 through 309-008-1600 "Certification of Behavioral Health Treatment Services," for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 "Outpatient Behavioral Health Services," as such rules may be revised from time to time.
- (b) County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 81 Services fails to meet any of the performance requirements, the specific performance requirements that are out of compliance will be reviewed at a specifically scheduled performance requirement site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA PG Net data collection system or other required reports in accordance with the "Special Reporting Requirements" section below.

The performance requirements for A&D 81 Services are as follows:

- i. **Access:** The amount of time between an Individual requesting A&D 81 Services and the first offered service appointment must be 5 business days or less for at least [90%] of all Individuals receiving A&D 81 Services funded through this Agreement.
- ii. **Client Satisfaction:** The percent of Individuals receiving A&D 81 Services who have consented and completed a satisfaction survey and would positively recommend the Provider to others must not be less than [85%.]

Satisfaction surveys must be completed by no less than [50%] of total enrollments for those that have consented to the survey.

- iii. **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- iv. **Retention:** The percent of Individuals receiving A&D 81 Services who actively engage in treatment for at least 10 clinical sessions must be at least [40%].
- v. **Successful Completion:** The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must be at least [35%] (unadjusted rate). Successful completion of problem gambling treatment is defined as Individuals who have: (a) achieved at least [75%] of short-term treatment goals; (b) completed a continued wellness plan (i.e., relapse prevention plan); and (c) lack of engagement in problem gambling behaviors for at least [30] consecutive days prior to successful completion of A&D 81 Services.
- vi. **Admission Survey Completion:** The percent of Individuals receiving A&D 81 Services who consent and complete an admission survey must not be less than [95%.]

(c) **Technical Assistance and Program Development**

- i. County shall participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Schedule of visit, located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- ii. County shall collaborate with OHA PGS staff in developing and implementing a Program Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- iii. County shall participate in semi-annual connection review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structured form that can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- iv. County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include training to clinical staff on engagement, education, screening, identification and referrals to A&D 81 Services using the Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) toolkit and type model, which can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.

- v. Persons providing A&D 81 Services, prior to working with an individual with problematic gambling must complete the “Problem Gambling for Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.
 - vi. County shall complete a Oregon Problem Gambling Counselor Competency Evaluation and submit to OHA approved portal. This evaluation shall be completed on each Program’s gambling clinician at a minimum of once every odd numbered year. Information provided to OHA will be anonymous and assist with determining needs within the workforce to be addressed. Evaluation tool can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.
 - vii. A&D 81 Services are limited to [12] months per Individual for an active treatment episode. This Service limitation will count [12] consecutive months, starting with the Individual’s enrollment date. Individuals must have been out of active treatment service for a minimum of [90] consecutive days prior to any re-enrollment in the state system.

County may request an extension of the [12] month Service limitation by submitting a Length of Stay Extension request in the OHA PG Net data collection system located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

Continuing care or aftercare service is limited to [12] months per Individual and provided upon successful completion of gambling treatment Services. This Service limitation will continue [12] consecutive months starting with the Individual’s discharge date.
- (d) Problem Gambling Treatment Services (A&D 81 Services) are as follows:
- i. Outpatient A&D 81 Services provide problem gambling assessment, treatment, rehabilitation and peer support services, delivered on an outpatient basis or intensive outpatient basis to Individuals and those in relationships with Individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. Outpatient A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services, in response to crisis for the Individual, and may include individual, group, couple, family counseling, and peer support.
 - ii. “Session” or “treatment session” means A&D 81 Services delivered in individual, couple, family, group or peer support modalities. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).
 - iii. In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs with screening, identification and referral to A&D 81 Services.

- iv. A&D 81 Services are to be made available to any Oregon resident with a Gambling Disorder, problematic gambling, or diagnosis of relational problem as defined above. A&D 81 Services to out-of-state residents are permissible if the presenting Gambling Disorder or relational problem diagnoses are reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

(3) Reporting Requirements

None

(4) Special Reporting Requirements

County shall notify OHA Problem Gambling staff within 10 business days of any changes related to designated Problem Gambling A&D 81 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services.. All Providers of A&D 81 Services shall comply with OHA PG Net data collection system and manual located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (a) Admission Data: The admission screen within the OHA PG Net data collection system and admission survey must be collected and submitted within [14] calendar days of the first treatment contact with an Individual.
- (b) Survey Consent Form: A completed consent form to participate in admission survey, satisfaction survey and evaluation follow-up efforts must be administered and collected via the OHA PG Net data collection system Refusal to participate in surveys must be documented in the client file.
- (c) Encounter Data Reporting Requirements: All Providers of A&D 81 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.
- Encounter data must be submitted electronically utilizing the HIPAA approved “837” format.
- Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Services, personnel rendering Services (including their name, credentials and signature), and a clinical note including a description of the session .
- (d) Discharge Data: Discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.

(5) Financial Assistance Calculation, Disbursement, Confirmation of Performance and Reporting Requirements, & Provider Audit Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

- (a) OHA will provide financial assistance for A&D 81 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.

- (b) OHA will not make multiple financial assistance disbursements for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session with a single therapist.
- (c) Providers of A&D 81 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (d) Provider Audits: Providers receiving funds under this Agreement, for A&D 81 Services, are subject to audits of all funds applicable to A&D 81 Services rendered. The purpose of these audits is to:
 - i. Require proper disbursements were made for covered A&D 81 Services;
 - ii. Recover over-payments;
 - iii. Discover any potential or actual instances of fraud and abuse; and
 - iv. Verify that encounter data submissions are documented in the client file, as required and described in the “Special Reporting Requirements” above.

Providers may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-1510 “Fraud and Abuse,” as such rules may be revised from time to time.

- (e) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 81 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” OHA may amend the amount of funds awarded for A&D 81 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

k. Service Name: **PROBLEM GAMBLING RESPITE TREATMENT**

SERVICES

Service ID Code: **A&D 83**

(1) Service Description

For purposes of this A&D 83 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

Problem Gambling Respite Treatment Services (A&D 83 Services) are problem gambling treatment Services designed to supplement Problem Gambling Treatment Outpatient Services (A&D 81 Services). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

(a) The specific A&D 83 Services that may be delivered with funds provided through this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:

- i.** Secure Residential Treatment Facility (1-14 day residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, “Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders”.
- ii.** Respite Care Service (1-14 day residential care at an alcohol and drug treatment facility): Providers of this Service must have:
 - A.** OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 “Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;” and
 - B.** A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 “Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services.”

Referral to A&D 83 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 83 Service provider.

- (b)** A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.
- (c)** Persons providing A&D 83 Services, prior to working with an individual with problematic gambling must complete the “Problem Gambling Social Service

Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

(2) Performance Requirements

County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 83 Services fails to meet any of the specified performance requirements, the specific performance requirements out of compliance will then be reviewed at a specifically scheduled performance standards site review or OHA may deny invoiced payments based on insufficient data or performance requirements identified through the OHA PG Net data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 83 Services are as follows:

- (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be 2 business days or less for at least 100% of all Individuals receiving A&D 83 Services funded through this Agreement.
- (b) **Successful Completion:** The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who:
 - i. are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or
 - ii. have been transferred to residential gambling treatment Services.

(3) Reporting Requirements

None

(4) Special Reporting Requirements

County shall notify OHA Problem Gambling staff within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff. Notifications shall be sent to pgs.support@dhs.oha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. All Providers of A&D 83 Services shall comply with PG Net data collection system and manual, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (a) **Intake Data:** The admission screen within PG Net must be completed and submitted within 14 calendar days of the first treatment contact with an Individual.
- (b) **Encounter Data Reporting Requirements:** All Providers of A&D 83 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved “837” format.

Prior to submitting data, each encounter claim, must be documented in the clinical record and must include the date of the encounter Service, type of Service delivered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note including a description of the session.

- (c) Discharge Data: Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.

(5) Financial Assistance Calculation, Disbursement and Settlement Requirements

County shall not expense greater than six (6) percent of total allocation for administrative overhead and indirect cost.

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language. In addition:

- (a) OHA will provide financial assistance for A&D 83 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Billing Codes and Rates for Treatment Providers rate sheet, located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (b) Providers of A&D 83 Services funded through this Agreement shall not charge Individuals, whose Services are paid through this Agreement, any co-pay or other fees for such Services;
- (c) Providers of A&D 83 Services funded through this Agreement shall not use third party insurance. A&D 83 Services are to be a single payer source.
- (d) Provider Audits: Providers receiving funds under this Agreement, for providing A&D 83 Services, are subject to audits of all funds applicable to A&D 83 Services rendered. The purpose of these audits is to:
- i. Require proper disbursements were made for covered A&D 83 Services;
 - ii. Recover Overexpenditures;
 - iii. Discover any potential or actual instances of fraud and abuse; and
 - iv. Verify that encounter data submissions are documented in the client file, as required, and described in the “Special Reporting Requirements” section above.
- (e) Providers of A&D 83 Services funded through this Agreement may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-0380 “Fraud and Abuse,” as such rules may be revised from time to time.

- I. Service Name: **PROBLEM GAMBLING, CLIENT FINDING/REFERAL PATHWAYS OUTREACH SERVICES**
 Service ID Code: **A&D 84**

(1) **Service Description**

- (a) A&D 84 Services is defined as Specific Outreach with the primary purposes of getting problem gamblers and/or family members enrolled in Problem Gambling Outpatient Treatment Services (A&D 81 Services).

The specific A&D 84 Services that may be delivered with funds provided under this Agreement are as follows:

- i. Outreach aimed at increasing the number of Individuals receiving outpatient treatment services;
 - ii. Targets a specific vulnerable population;
 - iii. Repeated contact and the development of a relationship with another professional provider; and
 - iv. Increasing the number of Individuals that are referred to County or sub-contractor and admitted to services in problem gambling treatment programs.
- (b) A&D 84 - Services may be delivered by problem gambling treatment or prevention professionals or subcontracted to community entities through an organization specializing in problem gambling treatment and prevention.

(2) **Performance Requirements**

- (a) County shall designate a Problem Gambling, Client Finding/Referral Pathways Outreach specialist, who shall be responsible for:
- i. Development and implementation of Annual Problem Gambling, Client Finding/Referral Pathway Outreach Strategic Plan.
 - ii. Overseeing and coordinating A&D 84 Services provided in the County; and
 - iii. Preparing the quarterly reports as described in the “Special Reporting Requirements” section below.
- (b) County shall provide problem gambling community outreach efforts to a population in either phase 2, 3, or 4 defined within the OHA PGS GBIRT and Referral Pathways Implementation Toolkit. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. This should include training of professionals on engagement, education, screening, identification and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model.

(3) **Reporting Requirements**

None

(4) **Special Reporting Requirements**

- (a) County shall prepare and electronically submit, to pgs.support@dhsoha.state.or.us and hsd.contracts@odhsoha.oregon.gov, written quarterly reports on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject

quarter with respect to Services provided in the prior quarter. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx> .

- (b) Each report shall provide the following information:
 - i. Description of results in achieving the goals and outcomes set forth in the Annual Problem Gambling, Client Finding/Referral Pathways Outreach Strategic Plan.
 - ii. Description of the activities, appraisal of activities, and expenses during the preceding quarter in providing A&D 84 Services.
- (c) County shall notify OHA Problem Gambling staff within 10 business days of any changes related to designated Problem Gambling A&D 84 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us

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

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2).

In addition:

- (a) County shall not expense greater than six (6) percent of total allocation for administrative overhead and indirect cost.
- (b) Providers of A&D 84 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.

m. Service Name: **SYSTEM MANAGEMENT AND COORDINATION**

Service ID Code: **MHS 01**

(1) Service Description

The purpose of a Community Mental Health Program (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services for Individuals with a mental or emotional disturbance, with drug or alcohol dependence or abuse issue, or gambling addiction problems and are within the specific geographic area served by the County through this Agreement.

System Management and Coordination (MHS 01 Services) is the central management of a Mental Health Services system for which financial assistance is included in Exhibit C, “Financial Assistance Award,” of this Agreement.

Eligibility for Services

County shall provide MHS 01 Services to Individuals:

- (a) With a mental or emotional disturbance, drug or alcohol dependence or abuse issue, or gambling addiction problems; and
- (b) Are eligible to receive Services within the specific geographic area served by the County through this Agreement.

(2) Performance Requirements

County shall:

- (a) Establish and maintain a structure for meaningful system design and oversight that includes involvement by Individuals and families across all ages that have or are receiving Mental Health Services. System design and oversight must include:
 - i. Planning for the delivery of Services;
 - ii. Implementation of the delivery of Services;
 - iii. Monitoring;
 - iv. Documentation of Service delivery in compliance with state and federal requirements, including but not limited to the requirements in ORS 430.634(2);
 - v. Contract and subcontract negotiation and monitoring;
 - vi. Coordination with state hospital Services;
 - vii. Evaluation of Services and supports; and
 - viii. Involvement in activities that focus on:
 - A. Resource allocation;
 - B. Outcomes;
 - C. Quality improvement; and
 - D. Advisory councils.

- (b) Assist all eligible and interested Individuals with applying for public assistance, medical assistance, and any other state or federal benefits that the individual may be eligible for now or upon discharge from institutionalization;
- (c) Provide payment for Services, described in this Agreement, provided to Individuals, who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program;
- (d) Coordinate with any third-party payors, including but not limited to Coordinated Care Organizations, for the payment of Services described in this Agreement that are covered for the Individual under private insurance or through public or medical assistance programs;
- (e) Develop a plan that identifies the number, type and location of Providers that are necessary to provide the Services identified in this Agreement;
- (f) Contract with Providers to meet the Service needs of Individuals under this Agreement.

(3) **Reporting Requirements**

None.

(4) **Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit electronically, to hsd.contracts@odhsoha.oregon.gov, an annual accounting report of financial assistance within 45 calendar days from the end of the contract year.

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

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

n. Service Name: **AID AND ASSIST CLIENT SERVICES**

Service ID Code: **MHS 04**

(6) Service Description

A criminal defendant may be found incapacitated (unable to aid and assist in their own defense) if, as a result of a qualifying mental disorder, the Individual is unable to understand the nature of the proceeding against them, to assist or cooperate with their counsel, or to participate in their own defense. MHS 04 Services are provided to assist Individuals in gaining or regaining their capacity in the most integrated, least restrictive setting possible in the community.

Services include but are not limited to discharge planning, treatment designed to restore capacity, placement in appropriate community-based care, monitoring and coordination of Services, and periodic assessment of the Individual’s capacity.

The goal of these Services is to divert individuals from receiving restoration treatment at Oregon State Hospital (OSH) into community restoration services to the greatest extent possible.

Providers of MHS 04 Services funded through this Agreement may reasonably use funds to improve outcomes and services for individuals found unfit to proceed, or those at risk of being found unfit to proceed, by improving systems and collaboration affecting this population.

Eligibility for Services

County shall provide MHS 04 Services to Individuals who the court:

- (a) Has reason to doubt are fit to proceed by reason of incapacity (as defined in ORS 161.360) under ORS 161.365;
- (b) Has determined lack the fitness to proceed under ORS 161.370 but has not yet determined what action to take under ORS 161.370(2)(c);
- (c) Are found to lack fitness to proceed under ORS 161.370 and are committed to the custody of the superintendent of OSH; and
- (d) Has determined lack the fitness to proceed under ORS 161.370 and are ordered to engage in community restoration services.

(7) Performance Requirements

When providing Services under this Service Element, County shall:

- (a) Comply with all applicable statutes and rules, including but not limited to ORS chapters 161 and 430, and OAR chapter 309, divisions 14, 88 and 90, which may be revised from time to time;
- (b) Ensure the County, to the extent it provides direct Services, or its Providers:
 - i. Comply with all applicable statutes and administrative rules, as may be revised from time to time; and
 - ii. Comply with and maintain any certifications or licenses that are necessary to provide the Services;

- (c) Assist all eligible and interested Individuals with applying for public assistance, medical assistance, and any other state or federal benefits that the individual may be eligible for now or upon discharge from institutionalization or incarceration;
- (d) Provide any clinical records and contact information to OHA and its designees for oversight and coordination purposes, upon request; and
- (e) In providing recommendations, treatment service planning, and discharge planning, ensure that Individuals:
 - i. Are recommended for Services in the least restrictive, most integrated setting appropriate to meet the Individual's behavioral health needs; and
 - ii. Are diverted from placement at a state hospital, community hospital, and secure residential treatment facility, whenever possible.
- (f) **Pre-Community Placement Service Requirements**
 - i. For Individuals described in Subsection (1)(a) of MHS 04, the County shall:
 - A. Attempt to consult with the Individual and with any local entity that would be responsible for providing community restoration services;
 - B. Determine whether appropriate community restoration services are present and available in the community; and
 - C. Write a report of its findings and submit a copy of that report to the court pursuant to ORS 161.365(1)(a).
 - ii. For Individuals described in Subsection (1)(b) of MHS 04, the County shall submit a recommendation to the court regarding whether appropriate community restoration services are present and available in the community, in accordance with ORS 161.370(2)(b).
 - iii. For Individuals described in Subsection (1)(c) of MHS 04, the County shall:
 - A. During any period of commitment, and at regular intervals, review available community restoration services and maintain communication with the Individual and OSH in order to facilitate an efficient transition to treatment in the community when ordered by the court;
 - B. After OSH issues notice that an Individual is Ready to Place (RTP) under ORS 161.371(3)(a) or (4)(a), and the court orders a community consultation:
 - I. Attempt to consult with the Individual and with any local entity that would be responsible for providing community restoration services, if the Individual were to be released in the community, to determine whether community restoration services are present and available in the community;
 - II. Develop a treatment service plan for the Individual in the least restrictive, most integrated setting appropriate to meet the Individual's behavioral health needs, preferences, choices, and strengths;

- III. Identify an appropriate Provider that is able to meet the Individual’s behavioral health needs and willing to provide that care, treatment, and Services to the Individual;
- IV. In identifying a Provider and planning for a community restoration placement, primarily be guided by the level of Services, supervision or type of placement identified by OSH in its RTP notice and advise whether those resources are present and available in the community;
- V. Ensure MHS 04 Services are provided in the least restrictive and most integrated setting appropriate to meet the Individual’s behavioral health needs;
- VI. Divert the Individual from placement at OSH or at a secure residential treatment facility (SRTF), whenever possible;
- VII. Obtain any necessary approvals from the Provider to allow admission, if it is a residential placement;
- VIII. Continue to send referrals to Providers until the Individual is accepted and can be immediately placed, if and when the court orders community restoration for the Individual;
- IX. Provide the court with recommendations from the community consultation within five judicial days from the court order;
- X. If the court does not discharge the Individual from OSH due to a lack of an available and appropriate Provider, continue to send referrals and develop a placement and treatment service plan for the Individual until the Individual is discharged from OSH; and
- XI. If OSH does not issue an RTP notice but the County or designee determines that community restoration services that would mitigate any risk posed by the Individual are present and available in the community, file a notice of that determination with the court under ORS 161.371(3)(b)-(4)(b).

(g) Community Restoration Service Requirements

For Individuals described in Subsection (1)(d) of MHS 04, the County shall:

- i. Coordinate the Individual’s behavioral health and medical treatment in the community; Attempt to conduct an individualized assessment of the Individual and develop a treatment service plan in coordination with the Individual’s Provider and consistent with any court-ordered conditions; If the Individual does not participate in the initial assessment, continued efforts should be made to engage with the Individual to complete the assessment and develop a treatment service plan;
- ii. Monitor the care, custody, and treatment of the Individual while on community restoration;

- iii. Monitor the Individual's progress in their treatment service plan, and identify when the Individual may receive Services in a lower level of care and report that to the court;
- iv. Ensure treatment service planning continues throughout the Individual's receipt of MHS 04 Services with the goal of the Individual receiving Services in the lowest level of care that will maintain their mental and physical health long term;
- v. Provide crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
- vi. Provide care coordination to facilitate ongoing communication and collaboration to meet the Individual's needs, such as:
 - A. Facilitating communication between natural supports, community resources, Providers, agencies (if eligible for Aging and People with Disabilities [APD] or Intellectual and Developmental Disabilities [I/DD] services) and Coordinated Care Organizations (CCOs) (if an enrolled member);
 - B. Organizing, facilitating, and participating in client staffing meetings;
 - C. Providing for continuity of care by creating linkages to and managing transitions between levels of care;
 - D. Coordinating or providing transportation to and from the forensic evaluations and court appearances in this case; and
 - E. Communication of court ordered requirements, limitations, and court dates to the defendant as clinically indicated.
- vii. Provide coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and OSH while the Individual is residing in the community and in the process of being returned to fitness. Services include, but are not limited to:
 - A. Coordination of the periodic assessments of the Individual's fitness to proceed;
 - B. Collaboration and coordination with community corrections;
 - C. Consultation to the County Mental Health Court, if Mental Health Court is available in the service area;
 - D. Participation in Mental Health and Law Enforcement collaboration meetings; and
 - E. Communication of court ordered requirements, limitations, and court dates.
- viii. Provide monthly status reports to the appropriate court on the Individual's:
 - A. Compliance or non-compliance with their conditional release requirements; and
 - B. Progress in gaining or regaining fitness to proceed;

- C. Notify the court if the Individual gains or regains fitness to proceed, and develop a transitional treatment service plan for that Individual;
- ix. Provide interim quarterly reports for the purpose of communicating current status of Individuals to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.
- x. Provide community restoration services, which are necessary to safely allow the Individual to gain or regain fitness to proceed in the community, including but not limited to:
 - A. Provide behavioral health treatment, which means treatment for mental health, substance use disorder, and problem gambling, such as:
 - I. Crisis services;
 - II. Individual or group therapy; and
 - III. Alcohol and drug addiction treatment;
 - B. Case management, which means the services provided to assist the Individual in gaining access to needed medical, social, educational, entitlement, tribal resources, and other applicable services;
 - C. Necessary incidental support, which means the provision of items that are not directly related to behavioral health treatment (e.g., purchase of food, clothing, medication, or transportation);
 - D. Legal skills training, which means training on courtroom procedures, roles, language, and potential outcomes of the court process;
 - E. Linkages to benefits, which means assisting the Individual with obtaining any public or medical assistance benefits for which they are eligible including but not limited to Medicaid, Social Security, Aging and People with Disabilities Services, Supplemental Nutrition Assistance Program, and housing;
 - F. Medical treatment related to capacity, which means the management and care of the Individual related to any psychiatric or medical conditions that impair their capacity;
 - G. Medication management, which includes the prescribing, administering, and reviewing of medications and their side effects, including both the pharmacological management as well as supports and training to the Individual;
 - H. Peer-delivered services, which are community-based services and supports provided by peers, peer support specialists, and family support specialists to individuals with similar lived experience; and
 - I. Vocational services, which are employment support services that are intended to lead to competitive integrated employment.

(3) Reporting Requirements

See Exhibit E, Section 10. “Reporting Requirements for MOTS”

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly reports on the delivery of MHS 04 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall provide the following information per month for each subject quarter:

- (a) For Individuals who have a community consultation completed, provide the following information:
 - i. Individuals’ name;
 - ii. Gender;
 - iii. Date of birth
 - iv. Medicaid identification number (if applicable);
 - v. Race;
 - vi. Ethnicity;
 - vii. Living Situation;
 - viii. Consultation referral date;
 - ix. Consultation face-to-face date;
 - x. Date the findings report was provided to the court;
 - xi. Recommendation from the findings report provided to the court; and
 - xii. Court’s determination on Individual’s placement.

- (b) For Individuals who are engaged in community-based restoration services, provide the following information:
 - i. Individual’s name;
 - ii. Gender;
 - iii. Date of birth
 - iv. Medicaid identification number (if applicable);
 - v. Race;
 - vi. Ethnicity;
 - vii. Living situation;
 - viii. Beginning date of restoration services; and
 - ix. Description of services provided.

(5) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County can invoice for up to 20% over NTE for non-Medicaid covered residential expenses subject to approval of OHA and additional funding. Additional financial reporting may be required. County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award." The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

o. Service Name: **ASSERTIVE COMMUNITY TREATMENT SERVICES (ACT)**

Service ID Code: **MHS 05**

(8) Service Description

(a) Definitions:

- i. **Assertive Community Treatment (ACT)** means an evidence-based practice designed to provide comprehensive treatment and support Services to Individuals with Serious and Persistent Mental Illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least 2 case managers, and are designed to meet the Individual’s needs and to help keep the Individual in the community and out of a structured service setting, such as residential or hospital care. ACT is characterized by:
 - A. Low client to staff ratios;
 - B. Providing Services in the community rather than in the office;
 - C. Shared caseloads among team members;
 - D. 24-hour staff availability;
 - E. Direct provision of all Services by the team (rather than referring Individuals to other agencies); and
 - F. Time-unlimited Services.
- ii. **ACT-Eligible Individual** means an Individual who meets ACT Admission Criteria established in OAR 309-019-0245.
- iii. **Competitive Integrated Employment** means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- iv. **Division Approved Reviewer** means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA’s contracted entity responsible for conducting ACT fidelity reviews, training,

and technical assistance to support new and existing ACT Programs statewide.

- v. **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an Individual 18 years of age 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.

(b) Services:

- i. ACT is an evidence-based practice for Individuals with SPMI. ACT is characterized by:
 - A. A team approach;
 - B. Community based;
 - C. A small client-to-staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;
 - D. Time-unlimited Services;
 - E. Flexible Service delivery;
 - F. A fixed point of responsibility; and
 - G. 24/7 crisis availability.
- ii. MHS 05 Services include, but are not limited to:
 - A. Hospital discharge planning;
 - B. Case management;
 - C. Symptom management;
 - D. Psychiatry services;
 - E. Nursing services;
 - F. Co-occurring substance use and mental health disorders treatment services;
 - G. Supported Employment (reference OAR 309-019-0275 through 309-019-0295);
 - H. Life skills training; and

- I. Peer support services.
- iii. The ACT Program is intended to serve Individuals (18 year old or older) with SPMI and who meet ACT Program admission criteria as described in OAR 309-019-0245.
- iv. A Provider delivering MHS 05 Services with funds provided through this Agreement may not use MHS 05 Services funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
- v. An ACT Program includes the following staff members:
 - A. Psychiatrist or Psychiatric Nurse Practitioner;
 - B. Psychiatric Nurse(s);
 - C. Qualified Mental Health Professional (QMHP) ACT Team Supervisor;
 - D. Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;
 - E. Substance Abuse Treatment Specialist;
 - F. Employment Specialist;
 - G. Housing Specialist;
 - H. Mental Health Case Manager; and
 - I. Certified Peer Support Specialist.

(9) Performance Requirements

County shall provide MHS 05 Services in a manner that meets minimum fidelity requirements and adheres to all standards in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver MHS 05 Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 05 Services.

The County shall work with their respective CCO to increase the number of eligible Individuals, with SPMI, served by ACT Team(s). If 10 or more Individuals in a County’s region have been referred, are eligible and appropriate for MHS 05 Services, and are on a waiting list for more than 30 calendar days to receive MHS 05 Services, the County shall work with their appropriate CCO to take action to reduce the waitlist and serve those Individuals by:

- (a) Increasing team capacity to a size that is still consistent with fidelity standards; or
- (b) Adding additional ACT Team(s).

(10) Reporting Requirements

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(11) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly summary reports on the delivery of MHS 05 Services no later than 45

calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (a) Individuals served;
- (b) Individuals who are homeless at any point during a quarter;
- (c) Individuals with safe stable housing for 6 months;
- (d) Individuals using emergency departments during each quarter for a mental health reason;
- (e) Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;
- (f) Individuals hospitalized in an acute care psychiatric facility during each quarter;
- (g) Individuals in jail at any point during each quarter;
- (h) Individuals receiving Supported Employment Services during each quarter;
- (i) Individuals who are employed in Competitive Integrated Employment; and
- (j) Individuals receiving MHS 05 Services who are not enrolled in Medicaid Referrals and Outcomes, including the following:
 - i. Number of referrals received during each quarter;
 - ii. Number of Individuals accepted during each quarter;
 - iii. Number of Individuals admitted during each quarter; and
 - iv. Number of Individuals denied during each quarter and the reason for each denial.

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

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

p. Service Name: **JAIL DIVERSION SERVICES**

Service ID Code: **MHS 09**

(1) Service Description

MHS 09 Jail Diversion Services increase Mental Health’s interaction with Individuals with mental illness who are involved with the justice system or law enforcement solely due to a mental health reason and are charged with crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

For purposes of this Service Description, the following definitions apply:

- (a) **Jail Diversion Services** means community-based Services that are designed to keep Individuals with behavioral health needs out of the criminal justice system and, instead, supported by other community-based services, such as mental health services, substance use services, employment services, and housing. Jail Diversion Services are intended to minimize contact with law enforcement, avoid jail time, and/or reduce jail time. These Services are intended to result in the reduction of the number of Individuals with mental illness in the criminal justice system or the Oregon State Hospital.
- (b) **Mental Illness** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for a primary diagnosis for an adult 18 years of age or older.

(2) Performance Requirements

All Providers shall adopt the “**Sequential Intercept Model**” (SIM), and incorporated by reference herein, through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All Providers shall use the SIM to identify and intervene upon “points of interception” or opportunities for interventions to prevent Individuals with mental illness from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking MHS 09 Services:

- (a) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
- (b) Create opportunities for Individuals to access housing in addition to vocational and educational services;
- (c) Provide support services to prevent or curtail relapses and other crises;
- (d) Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
- (e) Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

(3) Reporting Requirements

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

County shall prepare and electronically submit through secure e-mail as described in the Security and Privacy Agreement, to hsd.contracts@odhsoha.oregon.gov, written quarterly reports on the delivery of MHS 09 Services no later than 45 calendar days from the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to, the following:

- (a)** For Individuals receiving MHS 09 Services, report the following:
 - i.** Individuals name;
 - ii.** Gender;
 - iii.** Date of birth;
 - iv.** Medicaid identification number (if applicable);
 - v.** Race;
 - vi.** Ethnicity;
 - vii.** Whether the Individual has a diagnosed mental health disorder;
 - viii.** Identify whether the Individual received pre or post booking Services;
 - ix.** Number of times Individual was arrested during the reporting period;
 - x.** Charges Individual was arrested for during the reporting period; and
 - xi.** Description of Service provided.
- (b)** Report the number of incidences where charges were dismissed or dropped as a result of MHS 09 Services.
- (c)** Report the number of crisis consultations provided by mental health staff in pre-booking diversions.
- (d)** Provide a detailed description of any MHS 09 Service created prior to the current reporting period.
- (e)** Provide information regarding any activities related to MHS 09 Services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

(5) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2).

q. Service Name: **MENTAL HEALTH PROMOTION AND PREVENTION SERVICES**

Service ID Code: **MHS 10**

(1) Service Description

MHS 10 Mental Health Promotion and Prevention Services are designed to optimize an Individual’s positive mental health by:

- (a) Strengthening the determinants of mental health and wellness; and
- (b) Minimizing mental health problems by addressing these determinants before a specific mental health problem has been identified.

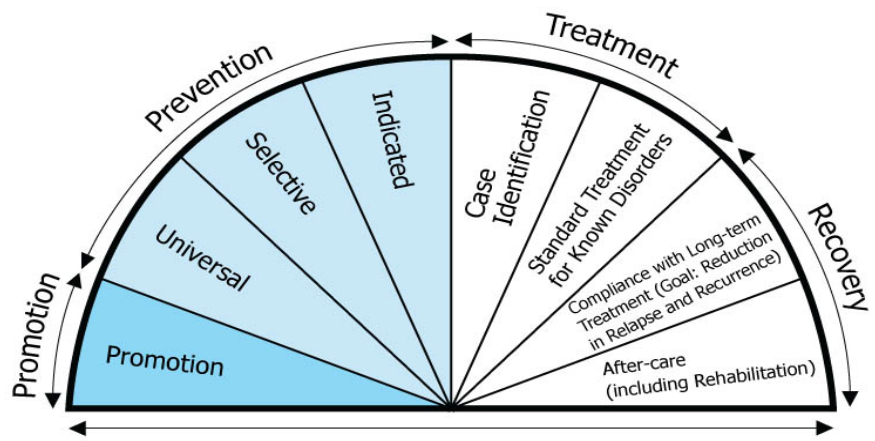
Strengthening determinants of mental wellness through activities and strategies that support and enhance the development of healthy communities, individual skill development, and social-emotional competence can build resilience and increase one’s ability to cope with adversity.

MHS 10 Services are interventions that increase protective factors, enhance an Individual’s abilities to achieve developmentally appropriate tasks (competence) across their lifespan, help build a positive sense of self-esteem, mastery, well-being, social inclusion, and strengthen their ability to cope with adversity.

Services shall prioritize communities that have been historically marginalized and impacted by racism, discrimination, and health inequities. Services shall be trauma informed, culturally and linguistically responsive, and work to reduce the impacts of adverse childhood and traumatic experiences. Services can include a wide variety of activities delivered throughout communities, schools, businesses, and online platforms in order to strengthen the determinants of mental health and wellness. Activities may be provided through a combination of universal, selective and indicated interventions and supports.

(2) Performance Requirements

- (a) Strengthen the existing Mental Health Promotion and Prevention Services infrastructure and/or build and develop new infrastructure.
- (b) Utilize the Institute of Medicine’s Continuum of Care Model as a framework to create and implement an evidence-based continuum of activities, strategies, and supports. Strategies and activities under this funding should span the following sections of the model below: 1) mental health promotion and 2) the three prevention classifications, including universal, selective, and indicated. These are further specified below.



- i. Universal intervention: Strategies and/or activities that engage the general public or a segment of the entire population to: learn and enhance positive coping methods to help people feel safe and hopeful and improve quality of life, reduce mental health stigma, prevent or delay the onset of mental health symptoms, and increase awareness of mental health wellness, services, and supports.
 - ii. Selective intervention: Strategies and/or activities that serve specific sub populations whose risk of a disorder is significantly higher than the average, either imminently or over a lifetime;
 - iii. Indicated intervention: Strategies and/or activities that address identified individuals who have minimal but detectable signs or symptom of a disorder or condition;
- (c) Develop and implement strategies and/or activities that prioritize the following determinants of mental wellness.
- i. Development and maintenance of healthy communities: Strategies and/or activities may include but are not limited to, community safety promotion, violence reduction, bullying prevention, community connectivity, and resource dissemination activities;
 - ii. Skill development: Strategies and/or activities may include but are not limited to, skill-building programs in schools, community centers, and other community-based settings that emphasize social connection, problem solving and development of self-regulation; and
 - iii. Social emotional competence: Strategies and/or activities may include but are not limited to developing or sustaining community infrastructure, parenting education, stress reduction classes, communication skills classes, grief and other post distress supports, divorce and other losses, and community-based activities promoting inclusion of groups and individuals that have been economically, socially, and historically marginalized.
- (d) Promote activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations, such as:
- i. Engage groups that have been historically marginalized through trauma informed and cultural responsiveness, cultural humility, and linguistic attunement to learn if and how mental health promotion and prevention services can be the most supportive;

- ii. Increase efficiency, broaden coordination of initiatives within and seek areas of collaboration across community and health care settings to improve the development of sustainable systems to address mental health promotion and prevention activities; and
- iii. Propose and implement joint strategies to sustain project work beyond the funding period, including the ability to engage other community organizations or interested parties who will benefit from a healthier overall population, such as other public or commercial insurance carriers.

(3) Reporting Requirements

None

(4) Special Reporting Requirements

- (a) County shall submit to OHA an approved annual plan that describes services/activities and a detailed budget that supports mental health promotion and prevention efforts in the community. Plan should include activities which are being funded through this funding stream, if braided funding is occurring, please explain in plan. County shall prepare and submit to OHA for approval within 30 calendar days of the effective date of this Agreement, a written Workplan outlining how services or activities will be provided using funds awarded through this Agreement.
- (b) County shall prepare and electronically submit a written, semi-annual (two times per year) detailed budget expenditure and service report on the delivery of Mental Health Promotion and Prevention Services to be submitted no later than 45 calendar days from the end of the reporting period. Reports and Workplans should be sent to: hsd.contracts@odhsoha.oregon.gov. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - i. Each report shall contain the following information:
 - A. An explanation of activities conducted during the reporting period. An update on the status of the initial Workplan will be accepted;
 - B. A description of how activities impact the determinants of mental wellness, including development and maintenance of healthy communities, skill development, and social emotional competence; and,
 - C. A description of the impact of MHS 10 funding as it serves communities that have been disproportionately impacted by racism, discrimination, and health inequities.

(5) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”
Use Payment and Confirmation Requirements language, Section 1.f.(2).

r. Service Name: **RENTAL ASSISTANCE PROGRAM SERVICES**

Service ID Code: **MHS 12**

(1) Service Description

MHS 12 Rental Assistance Program Services are intended to assist Individuals 18 years of age and older with Serious and Persistent Mental Illness (SPMI), as defined in OAR 309-036-0105 (13), and who meet one of the criteria listed below, in paying for rental housing to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

(a) SPMI means the current Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:

- i.** Schizophrenia and other psychotic disorders;
- ii.** Major Depressive Disorder;
- iii.** Bipolar Disorder;
- iv.** Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
- v.** Schizotypal Personality Disorder; or
- vi.** Borderline Personality Disorder

(b) Criteria in paying for rental housing requires at least one of the following conditions:

- i.** Transitioning from the Oregon State Hospital;
- ii.** Transitioning from a licensed residential setting;
- iii.** Without supported housing, are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an Individual to live as independently as possible in their own home;
- iv.** Homeless as defined in 42 U.S.C. § 11302; or
- v.** At risk of being homeless.

(2) Performance Requirements

(a) MHS 12 Services includes financial assistance for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; and the support service components including, but not limited to: financial budgeting, applying for mainstream housing resources (like Section 8), community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the community. These allotments shall not be used to pay any other staff position, and

these two MHS 12 funded positions will only perform work for this MHS 12 program.

- (b) MHS 12 Services financial assistance per Individual will be set by OHA and will not exceed the HUD Fair Market Rent (FMR). Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.
- (c) Move-in expense and barrier removal financial assistance will be based on the Individual’s need and determined by the Program based on their program design as described in their application. Financial assistance for move-in and barrier removal costs may include cleaning and security deposits, pet deposits, outstanding utility bills, and other related costs as determined in the County’s program design.
- (d) Rental housing units subject to this special project shall have an inspection, and pass the inspection prior to move-in, which shall be conducted by County or its contractor, based upon the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (e) County shall coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.
- (f) Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:
 - i. Financial assistance for MHS 12 Services data collection and documentation of Service delivery in compliance with state and federal requirements; and
 - ii. Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program staff, office space, and other appropriate office expenses.
- (g) Utilization requirements for MHS 12 Services Providers will be identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.”
- (h) County Compliance: No more than 25% of units in a building or complex of buildings is encouraged for Individuals with SPMI referred by the state, its contractors, or its subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SPMI. The remaining housing is available to all tenants, in conformance with Fair Housing and other related laws.
- (i) Compliance with criteria in the County’s application, award letter, and this Agreement is equally binding.
- (j) County may only contract with subcontractors, subject to prior review and approval by OHA.

(3) Reporting Requirements

None

(4) Special Reporting Requirements

- (a) County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly reports on the delivery of MHS 12 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (b) For financial use, each report shall provide the following information for the subject quarter totals:
 - i. Amount expended for move-in and barrier removal services;
 - ii. Amount expended for housing rental;
 - iii. Amount expended for staff positions and administration; and
 - iv. The number of housing slots rent was paid for MHS 12 Individuals.

(5) Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1. In addition:

- (a) Amounts due for Services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the “Special Reporting Requirements” section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award, is subject to the terms and limitations in this MHS 12 Service Description.
- (b) For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:
 - i. Number of housing slots filled per month.
 - ii. For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award;
 - iii. For quarter 3 through 8, County shall request the total MHS 12 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.
- (c) The Part C financial assistance will be disbursed as follows:
 Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C funds for MHS 12 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a quarterly written invoice with required attachments, as specified in subsection (b), in the allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days

following the end of the subject quarter and must be submitted to hsd.contracts@odhsoa.oregon.gov with the subject line “Invoice, contract #(your contract number), contractor name.” Financial assistance provided by OHA are subject to the limitations described in this MHS 12 Service Description.

s. Service Name: **SCHOOL-BASED MENTAL HEALTH SERVICES**

Service ID Code: **MHS 13**

(1) Service Description

MHS 13 School-Based Mental Health (SBMH) Services are designed to increase students’ and families’ access to mental health treatment, service coordination and support, part of the essential components of a comprehensive school mental health system. Access to school-based mental health services is linked to students’ improved physical and psychological safety, improved attendance, resilience, self-esteem, and reduces disciplinary incidents, juvenile justice involvement, and substance abuse. The provision of SBMH services at the school helps reduce barriers to mental health treatment access, provides an opportunity to remain in school, retain satisfactory academic progress, and have quality of life. SBMH services will improve equitable access to mental health services and supports.

Services shall prioritize Individuals and families that have been historically marginalized and impacted by racism, discrimination, and health inequities. Services shall be trauma informed, culturally and linguistically responsive and work to reduce the impacts of adverse childhood and traumatic experiences.

County shall provide MHS 13 SBMH Services to Kindergarten (K)-12 schools the County identifies as needing additional supports based on social determinants of health or other school needs. County may provide MHS 13 Services to schools that are affiliated with a School-Based Health Center (SBHC), if that SBHC is not providing mental health services to youth under the age of 17. County shall confirm that an appropriately qualified school-based mental health service provider (QMHP) is available at identified schools.

(2) Performance Requirements

(a) Qualified Mental Health Professional (QMHP):

- i. A School-Based Mental Health Program QMHP is qualified ~~ed~~ under state law to provide mental health services and treatment to children and adolescents, which includes an assessment at the onset of services. Counties shall provide appropriate levels of clinical supervision as set forth in OAR 309-019-0130 for SBMH service Providers. The following outlines the scope of the SBMH service Provider:
- ii. Provide school-based clinical services for rapid and easily accessible mental health treatment, and facilitate services needed for outpatient mental health and substance use treatment. Urgent or otherwise crisis driven services shall be prioritized.
- iii. Provider shall meet with the Individual and/or family, as clinically indicated, to complete an assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community. Families are invited and included in mental health treatment to promote treatment integrity and success at home and in school. It is expected that providers will engage families in clinical services whenever possible. Therapists

shall document lack of family participation when it has been clinically indicated.

- iv. MHS 13 Service providers shall be equipped with the technology and equipment necessary to conduct therapy sessions, including individual, family and group therapy, through a telehealth platform that complies with HIPAA, consistent with OAR 410-172-0850.
- (b) **Qualified Mental Health Associate (QMHA):** A School-Based Mental Health Program QMHA is qualified to render services and supports within their scope and shall demonstrate the minimum competencies and qualifications as outlined in OAR 309-019-0125.
- i. QMHAs may work under the direction and supervision of a QMHP, may not work independently, and may provide services as outlined in OAR 309-019-0125, such as skills training, skills groups, and risk screening. Services must be outlined on the Service Plan as outlined by the QMHP.
 - ii. QMHA positions shall not replace QMHP Providers but rather work with Providers and school-employed staff in a team approach to identify ways to provide skill development and positive mental health supports.
 - iii. Individuals may be referred or self-referred to SBMH services due to experiencing trauma, behavioral and emotional challenges, symptoms of a mental health condition, or chronic absenteeism.
 - iv. All staff shall provide culturally and linguistically responsive trauma informed coordinated services and supports.
 - v. All staff may assist with the development, implementation and delivery of programs such as wellness, peer support programs, family support programs, Mental Health First Aid training, implementation of social-emotional learning and support students through skill building and informational learning opportunities on topics such as conflict resolution, bullying prevention, self-regulation and healthy relationships.
 - vi. Through collaboration with the school and community agencies, staff shall assist and create activities to improve climate and safety for children. Promote school safety for all students and report incidents of any violence, so timely intervention may occur.
- (c) All Service Providers and Program Staff shall be trained in suicide prevention, intervention, postvention, and lethal means. QMHP Providers who have had no suicide specific training are recommended to begin with the Applied Suicide Intervention Skills Training (ASIST). QMHA staff who have had no suicide specific training are recommended to begin with Question, Persuade, Refer (QPR), and CALM. Upon request, the contract administrator will provide a list of recommended suicide prevention, intervention, postvention, and lethal means trainings available at low or no cost in Oregon. A tool for tracking staff training completion is also available

upon request. Documentation of a minimum of one booster session annually is required in at least one of the following topics:

- i. Suicide Prevention;
 - ii. Suicide Intervention and Safety Planning;
 - iii. Suicide Postvention; and
 - iv. Lethal Means.
- (d) Training documentation for all Service Providers and Program Staff shall be submitted to OHA annually at the end of the school year.
 - (e) All MHS 13 Service Providers and Program Staff are obligated to report any known suicide deaths in the school to their supervisor. Supervisors shall notify their county postvention lead who will report to the OHA Suicide Prevention and Intervention Coordinator in accordance with OAR 309-027-0060.
 - (f) All MHS 13 Service Providers and Program Staff are required to read and understand the School Suicide Prevention plan and the County Youth Suicide Postvention Plan for all school districts and counties in which they provide services.
 - (g) Counties shall notify OHA in writing if the county lacks qualified QMHP providers to deliver MHS13 clinical services prior to and/or as soon as services become unavailable and implement a plan for the provision of Services in consultation with OHA.
 - (h) Counties shall notify OHA in writing of the schools in which it is providing services and shall prioritize schools in under-resourced communities in the county. This documentation shall be provided to OHA no later than one month prior to the start of the school year. Counties are required to notify OHA contract administrator of any delay in this documentation.
 - (i) When possible, Medicaid billable Services will be billed to Medicaid.
 - (j) Funding may also be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible but have no other resources to pay for the Services, or who are 14 years of age or older and request anonymity.

(3) Reporting Requirements

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov written quarterly reports on the delivery of MHS 13 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (a) The names and National Provider Index (NPI) numbers of all MHS 13 Providers and Staff;
- (b) The number of Individuals served during the quarter. This number should represent at a minimum the Individuals, who have had any of the following services or a combination of the following: assessment, individual therapy, family therapy, group therapy. Individuals who have participated in services delivered by the QMHA may be listed as long as those services are documented on the QMHP's Service Plan;
- (c) The number of new Individuals served during the quarter. This number should represent Individuals to whom Providers and Program Staff began providing services to for the first time during the quarter; and
- (d) Service providers must report on a quarterly basis:
 - i. A list of the unique Individual served, including their first and last name;
 - ii. The race and ethnicity of the Individual;
 - iii. The Individual's payor source, Oregon Health Plan ID number or other identified insurer ID number; and
 - iv. The unabbreviated name of the school the Individual attends.

Providers will use an evidence-based suicide assessment tool and formulate a safety plan when clinically indicated.

- (e) A summary of program strengths, including specific examples of how services are impacting student mental health, how student and family needs that have arisen as a result of the pandemic have been addressed, and how this work promotes school and student safety.
- (f) Service providers must report how services are delivered in a manner that is culturally and linguistically responsive and how these services are delivered in a manner that is accessible and equitable for all students.
- (g) A summary of program challenges, including barriers to providing services to students and engaging families in family therapy.

(5) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

t. Service Name: **YOUNG ADULT HUB PROGRAMS (YAHP)**

Service ID Code: **MHS 15**

(1) Service Description

MHS 15 Services are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

- (a) The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;
- (b) Programs must serve all Individuals referred to the service, including those with public, private or no insurance; and
- (c) Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.
- (d) Programs shall engage communities that have been historically made vulnerable by racism, discrimination and health inequities.

(2) Performance Requirements

(a) Eligible Population:

These Services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement supports. This may include, but are not limited to Individuals 14 through 24 years of age who have been:

- i. Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
- ii. Chronically involved in state systems of Mental Health care and who are in need of intensive community supports;
- iii. Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired or has led to interface with the criminal justice system; or
- iv. Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.

(b) Provide Clinical, Social, and Residential Services:

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice a week.

Provider shall assist all Individuals receiving services in accessing and maintaining resources that fit their goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency departments, crisis centers, provider sites, homes, and community settings. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include, but are not limited to:

- i. Outreach and engagement of groups of youth and young adults placed at increased risk: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with higher risk of suicide, and other young people who have been historically marginalized;
- ii. Recovery oriented, young adult centered planning;
- iii. Creation of social support systems;
- iv. Rapid access to psychiatric and counseling services;
- v. Coaching on rights regarding access to employment, school, housing, and additional resources;
- vi. Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
- vii. Peer support provided by young adult peers, participatory decision-making;
- viii. Meaningful Individual's engagement in program, community, and leadership activities; and
- ix. Skill development.

(c) Who Can Provide These Services?

Recommended staff, staff expertise, and training:

- i. Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.
- ii. Recommended supplemental trainings includes supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- iii. Familiarity and use of system of care principles, cultural responsiveness, cultural humility, linguistic attunement, trauma informed principles and practices, and the TIP Model located at <http://www.tipstars.org/>, or any other young adults in transition evidence-based or promising practices.

(3) Reporting Requirements

See Exhibit, 10., "Reporting Requirements for MOTS."

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly reports no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall:

- (a) Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;
- (b) Administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf> as an outcome measurement tool, or provide an alternative measure of a consistent nature to be approved by OHA.

(5) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

u. Service Name: **PEER DELIVERED SERVICES (PDS)**

Service ID Code: **MHS 16**

(1) Service Description

Peer Delivered Services MHS 16 will assist the establishment or expansion of Peer Delivered Services (PDS) in a specified geographic area for the period of this Agreement. PDS means an array of County or community-based services and supports provided by peers, Peer Wellness Specialists (PWS), and Peer Support Specialists (PSS), including Family Support Specialists and Youth Support Specialists, to Individuals or family members with similar lived experience and that are designed to support the needs of Individuals and families as applicable.

Peer Support Specialists are experientially credentialed individuals who have successfully engaged in their own or their child’s recovery and demonstrate the core competencies for Peer Support Specialists as defined by OHA’s administrative rules, Traditional Health Worker Commission, and the Office of Equity and Inclusion, ORS 414.635 through 414.665, OAR 410-180, and OAR 309-019-0130 PSS and PWS shall deliver PDS, under the supervision of a qualified Clinical Supervisor, and are listed on the Traditional Worker Registry to provide services for that identified consumer population, as found at <https://traditionalhealthworkerregistry.oregon.gov>.

(2) Performance Requirements

County shall use the funds awarded through this Agreement for MHS 16 to implement PDS in a manner that:

- (a) Benefits Individuals with mental health conditions;
- (b) Increases the number of Individuals certified to provide PDS;
- (c) Requires that PDS work assignments are relevant to individuals Traditional Health Worker’s certification;
- (d) Program staff providing direct services shall receive clinical supervision by a qualified clinical supervisor related to the development, implementation, and outcome of services;
- (e) Supervision shall be provided to assist program staff to increase their skills within their scope of practice, improve quality of services to Individuals, and supervise program staff and volunteers' compliance with program policies and procedures; and
- (f) For persons providing direct PDS, one of the two hours of required supervision shall be provided by a qualified Peer Delivered Services Supervisor as resources are made available.

(3) Reporting Requirements

None

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracte@odhsoha.oregon.gov, written quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>, and include the following information:

- (a) Amount of funds spent as of the end of the reporting period;
- (b) Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;
- (c) Number of Individuals with mental health conditions who were trained as PSS or PWS during the reporting period;
- (d) Number of Individuals with mental health conditions who received PDS during the reporting period; and
- (e) Outcome measures to include:
 - i. Shortened psychiatric and addiction related hospital stays or reduced admissions to the emergency department due to psychiatric crisis;
 - ii. Improved ability to work towards recovery or establish a recovery plan;
 - iii. Reduced crisis events;
 - iv. Improved quality of life as identified by the Individuals receiving Services;
 - v. Increased ability to advocate for themselves or, in the case of youth, increased ability for youth and their families to advocate for themselves and their family;
 - vi. Increase in a social support system;
 - vii. Work and education status maintenance or improvement for adults;
 - viii. School attendance and academic improvement for youth; and
 - ix. Number of out-of-home placements in the past 90 calendar days.

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

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

v. Service Name: **Non-OHP Community and Residential Assistance**

Service ID Code: **MHS 17**

(1) Service Description

- (a) Providers need flexibility when submitting invoices for services provided under a variety of different service elements.

OHA has consolidated the invoiceable services, paid from Part C funds, from multiple service elements into MHS 17. This flexibility allows us to use funding provided by MHS 17 and reduce the number of agreement amendments issued to transfer funds from one service element to another. The MHS 17 funding is allocated as a single pool that is used to pay for the invoiceable services described in the Service Elements listed below.

These Service Elements and the invoiceable service components for each are referenced by title and exist in detail in ‘Exhibit B-1, Service Descriptions’:

- i. **MHS 26 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**
- ii. **MHS 27 – RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**
- iii. **MHS 28 – RESIDENTIAL TREATMENT SERVICES**
- iv. **MHS 30 – MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**
- v. **MHS 34 – ADULT FOSTER CARE SERVICES**
- vi. **MHS 36 – PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)**

Within the above Service Elements, any **Specialized Requests** for management of physical or health problems, including, but not limited to, seizures, incontinency, diabetes, and pain management require a Prior Authorization from OHA, using the Intensive Services Request Form located at <https://www.oregon.gov/OHA/HSD/OHP/Pages/MH-Rates.aspx>.

(b) Authorization, Monitoring, and Review

- i. For Services to non-Medicaid-eligible Individuals indicated in Exhibit B-1, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the period shown and do not carry forward into following years’ allotments.
- ii. Funding for Specialized Requests, (1)(g) above, will follow a process to assure **necessity of services** required by an Individual in exceptional need, that would not fit within the Intensive Services Requests of the Rate Review Committee (RRC), with the following structure:

- A. A proposal is then reviewed by a minimum of two clinicians to assure initial **necessity of services** considering the current circumstances, history of interventions, limits of current resources and potential plans for stabilization.
- B. If there is sufficient initial necessity, then the proposal will be reviewed by the RRC to determine a recommendation of approval or denial.
- C. If approved, the Specialized Request will follow the same process indicated in (2)(a), "Authorization, Monitoring and Review."
- iii. If denied, the Requestor will be notified in writing with rationale determined by the RRC.

(2) **Performance Requirements**

Providers submitting invoices for payment under any of the Service Elements identified in Section (1) above must meet the conditions shown in the specific Service Element in Exhibit B-1 to receive prompt and complete payment of invoices.

(3) **Reporting Requirements**

See Exhibit E, 10., "Reporting Requirements for MOTS."

(4) **Special Reporting Requirements**

See Exhibit B-1 for the specific service element(s) requirements.

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Settlement language, for the specific Service Element(s) requirements, in Section 1.

w. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS**

Service ID Code: **MHS 20**

(1) Service Description

(a) Definition(s):

DSM-5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (or DSM-V), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA's) classification and diagnostic tool. The DSM-5 serves as a universal authority for psychiatric diagnosis.

(b) MHS 20 Services are:

- i.** Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
- ii.** Community based services that shall include one or more of the following:
 - A.** Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
 - B.** Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;
 - C.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
 - D.** General outpatient services including, but not limited to, care coordination and case management;
 - E.** Medication and medication monitoring;
 - F.** Meaningful Individual and family involvement;
 - G.** Rehabilitation services including Individual, family and group counseling;
 - H.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
 - I.** Other services and supports as needed for Individuals at the sole discretion of OHA.
- iii.** Services County shall provide, but is not limited to:
 - A.** Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services;
 - B.** Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions

and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted and approved Local Plan; and

- C. Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:
 - I. Brief motivational counseling; and
 - II. Supportive services to facilitate participation in ongoing treatment.

(2) Performance Requirements

County shall:

- (a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider’s treatment planning process and in planning for the Individual’s transition to outpatient services;
- (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

(3) Reporting Requirements

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

None

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

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

x. **Service Name:** **CIVIL COMMITMENT SERVICES**

Service ID Code: **MHS 24**

(1) Service Description

The civil commitment process is intended to provide care and treatment to Individuals who, because of a mental disorder, are alleged to be or have been determined to be dangerous to themselves or others, or unable to provide for their basic needs.

The County is responsible for certain pre-civil commitment actions under ORS chapter 426, such as prehearing commitment investigation, discharge planning and notice requirements. OHA has also delegated the responsibility for the assignment and placement of civilly committed Individuals to the County under this Agreement and OAR 309-033-0290.

The goal of MHS 24 Services is to divert Individuals from civil commitment, provide Services in community-based settings outside of the state hospital, community hospitals or other secure settings, and to support Individuals in their progress towards stabilization and community-based outpatient Services.

(a) Eligibility for Services

County shall provide MHS 24 Services to Individuals, who are 18 years or older, and who:

- i. Require emergency hold services under ORS 426.232 and ORS 426.233, or are being held on a warrant of detention pending a civil commitment hearing under ORS 426.070;
- ii. Are alleged to be a person with a mental illness and may be diverted from civil commitment;
- iii. Are currently committed to OHA under ORS 426.130 or recommitted to OHA under ORS 426.307;
- iv. Are diverted through the civil commitment process to voluntary treatment, conditional release, outpatient commitment, and assisted outpatient treatment as described in ORS 426.125 through ORS 426.133;
- v. Are not currently civilly committed or have civil commitment proceedings pending, but have been:
 - A. Civilly committed under ORS 426.130 more than once, recommitted under ORS 426.307, held on two or more emergency holds under ORS 426.232 or 426.233 in the last year that did not result in a civil commitment, or held on two or more warrants of detention under ORS 426.070 in the last year that did not result in a civil commitment; and
 - B. Require continuing Services to prevent hospitalization and posing a danger to themselves or others; or

C. Require continuing Services to maintain stability and learn skills needed to be placed in a more integrated community setting; and

D. Had their civil commitment end within the past 12 months.

(2) **Performance Requirements**

- (a) When providing Services under this Service Element, County shall:
- i. Comply with all applicable statutes and rules, including but not limited to ORS chapters 426 and 430 generally, ORS 430.630(3)-(4), ORS 426.241(5), and OAR chapter 309, divisions 8, 14, 15, 19, 32 and 33, which may be revised from time to time;
 - ii. Ensure that the County, to the extent it provides direct Services, and its Providers (including but not limited to community hospitals, secure residential treatment facilities, residential treatment facilities, residential homes, outpatient services or other providers):
 - iii. Comply with all applicable statutes and administrative rules, including but not limited to OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time;
 - iv. Comply with and maintain any certifications or licenses required to operate or provide Services;
 - v. Provide any required secure transportation by an approved Provider in compliance with OAR chapter 309, division 32; and 33, as such rules may be revised from time to time; and
 - vi. Submit required information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual's admission to and discharge from placement at a hospital, residential facility, or residential home, in order to receive MHS 24 Services.
- (b) Assist all eligible and interested Individuals with applying for public assistance, medical assistance, and any other state or federal benefits that the individual may be eligible for now or upon discharge from institutionalization;
- (c) Investigate and Report allegations of abuse regarding Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.768 and OAR chapter 407, division 45, as such statutes and rules may be revised from time to time;
- (d) Provide payment for MHS 24 Services provided to Individuals, who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program;
- (e) Coordinate with any third-party payors, including but not limited to coordinated care organizations, for the payment of MHS 24 Services covered for the Individual under private insurance or through public or medical assistance programs; and

(f) Contract with Providers to meet the MHS 24 Services needs of eligible Individuals in the County's service area.

(g) **Pre-Commitment Service Requirements**

County shall provide pre-commitment Services to Individuals described in Subsection a.(1)(a)i.-ii. of MHS 24, including but not limited to:

- i. Provide notice as required under ORS 426.070, ORS 426.233, ORS 426.234, and ORS 426.235;
- ii. Have a certified mental health investigator conduct a prehearing investigation, within applicable statutory timeframes, pursuant to ORS 426.070, ORS 426.074, ORS 426.200 and OAR 309-033-0920 through OAR 309-033-0940;
- iii. Submit a recommendation, based on the prehearing investigation report, to the court under ORS 426.070;
- iv. Provide an investigation report as required under ORS 426.070;
- v. Assign and place a person, under a warrant of detention, at a hospital or nonhospital facility, approved by OHA, in accordance with ORS 426.070 and OAR chapter 309, division 33;
- vi. Initiate civil commitment proceedings as required in ORS 426.180(6);
- vii. Provide reports as required under ORS 426.228 for emergency holds;
- viii. Assign and direct the placement or transfer of an Individual, who is on an emergency hold, to a hospital or nonhospital facility, approved by OHA, in accordance with ORS chapter 426 and OAR chapter 309, division 33;
- ix. Provide transportation for an Individual on an emergency hold under ORS 426.233; and
- x. In providing recommendations, treatment service planning, and discharge planning, ensure that Individuals:
 - A. Are recommended for Services in the least restrictive, most integrated setting appropriate to meet the Individual's behavioral health needs;
 - B. Are diverted from placement at the state hospital, community hospitals, and secure residential treatment facilities, whenever possible; and
 - C. Are considered for diversion through voluntary treatment, conditional release, outpatient commitment, and assisted outpatient treatment, as described in ORS 426.125 through ORS 426.133.

(h) **Placement During Commitment Requirements**

County shall assign and direct the placement of Individuals described in Subsection a.(1)(a)iii. of MHS 24, to an appropriate Provider in accordance

with ORS chapter 426 and OAR chapter 309, division 33, and provide the following:

- i. Develop a treatment service plan for Individual in the least restrictive, most integrated setting appropriate to meet the Individual’s behavioral health needs, preferences, choices and strengths;
- ii. Identify an appropriate Provider that is able to meet the Individual’s behavioral health needs and willing to provide that care, treatment and Services to the Individual;
- iii. Ensure MHS 24 Services are provided in the least restrictive and most integrated setting appropriate to meet the Individual’s behavioral health needs;
- iv. Divert the Individual from placement at a state hospital, community hospital or secure residential treatment facility, whenever possible;
- v. Obtain any necessary approvals from the Provider to allow admission, if it is a residential or state hospital placement;
- vi. Continue to send referrals to Providers until the Individual is placed at or is receiving appropriate Services;
- vii. Assign and direct the placement of that the Individual to an appropriate Provider with the Provider’s agreement;
- viii. Issue a written assignment order immediately upon the commitment of the Individual by the court under ORS 426.130 or recommitment under ORS 426.307, and at any time the committed Individual is transferred to another Provider during the commitment period; and
- ix. Submit a copy of all written assignment orders to OHA as required by rule;
 - A. Monitor the Individual’s progress in their treatment service plan and current placement, and identify when the Individual may be transferred to a lower level of care;
 - B. Ensure discharge planning continues throughout the Individual’s civil commitment placement with the goal of moving the Individual to the lowest level of care that will maintain long term their mental and physical health; and
 - C. File a written certificate discharging the Individual early from civil commitment pursuant to ORS 426.300 with the last committing court and the court of residence, if the County determines that the Individual is no longer a person with mental illness or that the transfer of the Individual to a voluntary status is in the Individual’s best interest.

(i) Behavioral Health Service Requirements

For Individuals described in Subsection a.(1)(a)iv.-v. of MHS 24, County shall provide:

- i.** Care Coordination to facilitate the Individual's access to Services in the least restrictive, most integrated setting appropriate to meet the Individual's behavioral health needs, strengths and to the extent possible consistent with the Individual preferences and choices, including:
 - A.** Facilitate communication between the Individual, family, natural supports, community resources, Providers, DHS (if eligible for Aging and People with Disabilities (APD) or Intellectual and Developmental Disabilities (I/DD) services), and the courts (if applicable);
 - B.** Serve as a Single Point of Contact (SPOC) for all referrals from OSH to Assertive Community Treatment, as described in OAR 309-019-0225(25) (Definition of SPOC), in ACT Admission Process, as described in OAR 309-019-0248; and
 - C.** Collaborate with the DHS, APD and I/DD Divisions to support the Behavioral Health Treatment Service needs of Individuals determined service-eligible for APD or I/DD.
- ii.** Stabilization, Maintenance and Preventative Services, including:
 - A.** Develop a treatment service plan for the Individual in the least restrictive, most integrated setting appropriate to meet the Individual's behavioral health needs, preferences, choices and strengths;
 - B.** Identify appropriate Providers that are able to meet the Individual's behavioral health needs and willing to provide that care, treatment and Services to the Individual;
 - C.** Monitor the Individual's progress in their treatment service plan, and identify when the Individual may receive Services in a lower level of care or lower level of court intervention (if applicable);
 - D.** Ensure treatment service planning continues throughout the Individual's receipt of MHS 24 Services with the goal of the Individual receiving Services in the lowest level of care and at the lowest level of court intervention that will maintain their mental and physical health long term;
 - E.** Provide crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - F.** Provide timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
 - G.** Assist the Individual with money management, when requested by an Individual, to include accurate documentation of all funds deposited and withdrawn when funds are held in trust for the Individual;

- H.** Assist with or arrange for the supervision of the Individual's daily living activities and life skills (if appropriate), such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
- I.** Provide for or arrange for the care of the Individual, including the assumption of responsibility for the safety and well-being of the Individual;
- J.** If the Individual is placed in a residential setting, ensure the Provider is providing a safe environment for the Individual;
- K.** Provide for or arrange for the administration and supervision of prescribed and non-prescribed medication(s);
- L.** Provide or arrange for routine and emergency transportation;
- M.** Provide for or arrange for the management of aggressive or self-destructive behavior;
- N.** Provide for or arrange for the management of any specialized diet for the Individual, prescribed by a physician, requiring extra effort or expense in preparation of food;
- O.** Provide for or arrange for the management of the Individual's physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management;
- P.** Provide financial assistance for behavioral health services, as described in OAR 410-172-0630;
- Q.** Provide financial assistance for individual services and activities, as described in OAR 309-035-0200, including but not limited to the:
 - I.** Provision of adequate shelter;
 - II.** Assistance with acquiring skills to live as independently as possible; and
 - III.** Assistance with accessing other additional services, as needed;
- R.** Provide a transitional treatment plan for Individuals when they are no longer receiving Services;
- S.** Provide interpretive services as needed;
- T.** Provide notice to the Individual of any admission decisions for residential care in accordance with OAR 309-035-0163(11); and

U. Provide any clinical records and contact information to OHA and its designees for oversight and coordination purposes upon request;

iii. Services to Remove Barriers to Community-Based Care when consistent with the Individual’s treatment service plan, including, but are not limited to:

- A. Room and board payments;
- B. Rental assistance, security deposits, and application fees;
- C. Utility payments and deposits;
- D. Prescription or over-the-counter medications and medical supplies not covered by Medicaid or other sources;
- E. Transportation;
- F. Activities to facilitate the securing of guardianship Services, including but not limited to:
 - I. Paying the costs of:
 - (A) Court hearings to determine the necessity, continuation, or termination of a guardianship; and
 - (B) Guardianship Services to make decisions related to overseeing the care and supervision of an Individual; and
 - II. If guardianship is expected to continue beyond a transitional period of time (6 months or less), then other payment options should be sought in order to maintain guardianship Services; and
- G. Activities to facilitate the securing of representative payee services.

(3) Reporting Requirements

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit electronically, to amhcontract.administrator@dhsosha.state.or.us, an annual accounting report of financial assistance within 45 calendar days from the end of the contract year.

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

If County has authorized or anticipates authorizing delivery of MHS 24 Services to an Individual and wishes to reserve MHS 24 Service capacity as defined in OAR 309-011-0115(3), up to a maximum of 30 calendar days for that Individual while the Individual is not actually receiving MHS 24 Services, County shall submit a written Reserved Service Capacity Payment (RSCP) request and a CAR to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP request and the CAR for a non-Medicaid-eligible Individual, OHA and County

shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid-eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

(5) **Financial Assistance Calculation, Disbursement Procedures, and Confirmation of Performance and Reporting Requirements:**

(a) **Payment**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Intermediate Psychiatric Inpatient Services Section 1.f.(2). In addition, use Part A payment language, Section 1.f.(1).

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.” The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

(b) **Disbursement of Financial Assistance:**

Invoices shall be submitted electronically, to hsd.contracts@odhsoha.oregon.gov, with the subject line “Invoice, contract #(your contract number), contractor’s name” on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual’s last date of Services. All payments made to County under this Agreement are subject to recovery by OHA as follows:

- i. If an audit of the Services rendered by County under this Agreement, whether directly or through subcontract(s), results in a refund to or disallowance by the federal government of payment made to County under this Agreement, OHA may recover from County the amount of the refund or disallowance and any applicable OHA matching funds.
- ii. If County expends funds awarded to County under this Agreement for unauthorized expenditures, OHA may recover from County the full amount of unauthorized expenditures.
- iii. In the event funds awarded to County under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to County:
 - A. Offset the amount subject to recovery against other funds due County from OHA under this Agreement or otherwise; or
 - B. Demand that County pay to OHA the amount subject to recovery, in which case County shall immediately pay said amount to OHA. Nothing in this section will affect OHA’s

right to terminate this Agreement as set forth in Exhibit G, “Standard Terms and Conditions,” or any remedies otherwise available to OHA as a result of the termination of this Agreement.

- iv. Upon 30 calendar days advance written notice to County, OHA may withhold financial assistance otherwise due County under this Agreement if County fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to County, OHA may withhold financial assistance if County or its Provider(s) no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Services. Withholding of financial assistance may continue until County submits the required reports or performs the required Services. Nothing in this section will affect OHA’s right to terminate this Agreement as set forth in Exhibit G, “Standard Terms and Conditions,” or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- v. OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County or its Provider(s) performs Services subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

y. Service Name: **MOBILE CRISIS**

INTERVENTION SERVICES

Service ID Code: **MHS 25**

(1) Service Description

(a) Overview:

Mobile Crisis Intervention Services (MCIS) are services delivered in person, by the County through its' Community Mental Health Programs (CMHP), to Individuals experiencing a behavioral health crisis, regardless of age or insurance type. Services shall be provided to Individuals in community-based settings, 24 hours a day, seven days a week, every day of the year.

The goal of MCIS is to provide a community-based alternative to individuals experiencing a behavioral health crisis, in accordance with OAR 309-072-0140 (4) and OAR 309-072-0140 (10). MCIS are provided in the community at times and locations that are convenient to the Individual and their family. Services and supports are provided by staff trained in crisis response, in a trauma-informed manner. Individuals can receive the services and supports that they need in a timely manner. MCIS is focused on early intervention and crisis de-escalation, with a focus on diverting unnecessary trips to the emergency department, hospitalizations, child welfare involvement, juvenile justice or arrests, and providing services and supports to the individual in the least restrictive environment necessary.

Mobile Crisis Intervention Team (MCIT) will work with the Individual in crisis and their family, when applicable, to attempt to address and deescalate the current crisis. MCIT will attempt to screen each Individual for risk of harm to self and others and work with the Individual to identify additional services and supports to meet the needs of the Individual in crisis and actively connect the Individual directly to services and supports whenever possible.

All MCITs shall provide services and supports in accordance with OAR 309-072-0100 to 309-072-0160.

Crisis line services shall be provided in accordance with OAR 309-019-0300.

County will contact OHA, as soon as possible, upon identification, when there are known Service Elements or OARs that are not being met. A Plan of Action must be submitted, in writing to OHA, which outlines the steps to be taken to address the areas of concern and includes a timeline for resolution.

(b) In the event of a Disaster Declaration: provide disaster response, crisis counseling services to include:

i. Responding to local disaster events by:

A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other "first-responders"; disaster relief shelters; and the community-at-large.

B. Coordinating crisis counseling services with County Emergency Operations Manager (CEOM); and providing

crisis counseling and stress management services to Emergency Operations Center staff according to agreements established between the County and CEOM.

- ii. Assisting County's in the provision of these services as part of a mutual aid agreement; and
- iii. For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Agreement for these services.

(2) **Performance Requirements**

- (a) County shall maintain a Certificate of Approval for MCIS OAR 309, Division 008 (309-008-0100 – 309-008-1600) Health Treatment Services OAR 309, Division 008 (309-008-0100 – 309-008-1600) Certification of Behavioral Health Treatment Services AR 309, Division 008 (309-008-0100 – 309-008-1600) Certification of Behavioral Health Treatment Services.
- (b) County shall comply with OAR 309-072-0100 to 309-072-0160 as such rules may be revised from time to time.

(3) **Reporting Requirements**

None.

(4) **Special Reporting Requirements**

- (a) Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (b) County must collect and submit data in accordance with the OHA approved data collection process monthly.
- (c) County agrees to work directly with OHA approved contractor to submit the required data in a timely manner. The OHA approved contractor is responsible for analyzing the provided data and developing quarterly reports.
- (d) County is responsible for reviewing and approving the quarterly reports generated by the OHA approved contractor.
- (e) OHA approved contractor shall submit the quarterly report to OHA via HSD.Contracts@odhsoha.oregon.gov, on behalf of the County, no later than 45 calendar days following the end of each quarter.

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

See Exhibit D, "Payment, Settlement, and Confirmation Requirements".

Use Payment and Settlement language, Section 1.f.(2).

z. Service Name: NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: MHS 26

(1) Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), as specified in Exhibit C, “Financial Assistance Award,” and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Services shall be trauma informed, culturally and linguistically responsive and work to reduce the impacts of adverse childhood and traumatic experiences. Non-Residential Mental Health Services for Youth & Young Adults in Transition can include:

- (a) Care coordination and residential case management services;
- (b) Vocational and social services;
- (c) Rehabilitation;
- (d) Support to obtain and maintain housing (non-JPSRB only);
- (e) Abuse investigation and reporting;
- (f) Medication (non-JPSRB only) and medication monitoring;
- (g) Skills training;
- (h) Mentoring;
- (i) Peer support services;
- (j) Emotional support;
- (k) Occupational therapy;
- (l) Recreation;
- (m) Supported employment;
- (n) Supported education;
- (o) Secure transportation (non-JPSRB only);
- (p) Individual, family and group counseling and therapy;
- (q) Rent Subsidy (non-JPSRB only); and
- (r) Other services as needed for Individuals, at the sole discretion of OHA.

(2) Performance Requirements

- (a) Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or are considered Young Adults in Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:

- i. The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - ii. Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - iii. When youth and young adults identify as a member of an Oregon Tribe or as an American Indian/Alaska Native (AI/AN) services will be culturally responsive and coordinated with their Tribe or the Urban Indian Health Program;
 - iv. Services will be engaging and relevant to youth and young adults;
 - v. Services will accommodate the critical role of peers and friends;
 - vi. The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;
 - vii. The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - viii. The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
 - ix. Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case by case basis.
- (b) Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:
- i. Additional staffing;
 - ii. Transportation;
 - iii. Interpreter services;
 - iv. Medical services and medications;
 - v. Rental assistance, room and board, and personal incidental funds; or
 - vi. Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

(3) Reporting Requirements

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly reports, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

There shall be a report from each Young Adult Residential Treatment Program providing Services under this Agreement within the County (or one report that breaks out each separate entity) for data subject to that specific quarter. Each report shall include the following components:

- (a) Number admitted;
- (b) Number discharged;
- (c) Demographic information for discharges;
- (d) Program Strengths;
- (e) Program Challenges; and
- (f) Success Story.

In addition, all programs for which financial assistance is awarded through this Agreement shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf>, to each Individual and include the results on the quarterly report. Counties providing both MHS 26 and MHS 27 Services need only provide one report for both Services.

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

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.”

aa. Service Name: **RESIDENTIAL MENTAL HEALTH TREATMENT**
SERVICES FOR YOUTH & YOUNG ADULTS IN
TRANSITION

Service ID Code: **MHS 27**

(1) Service Description

- (a) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27 Services) are mental health Services delivered to Individuals 17 through 24 years of age in a group residential setting to enable the Individual to acquire sufficient stability and connectivity to the community to enable them to live as independently as they choose. These are Individuals who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), and are transitioning from an institutional setting, or in need of a structured and supportive transitional living environment. This includes Individuals without insurance or those who are under-insured. Programs are expected to maximize this funding to enhance an Individuals' likelihood of living independently in the community through the provision of the Services listed in MHS 27. Services shall be trauma informed, culturally and linguistically responsive and work to reduce the impacts of adverse childhood and traumatic experiences.
- (b) Individuals eligible for these Services are those that the OHA's Young Adult Coordinator or designee determines are unable to live independently at the time of the referral, without supervised intervention, training, or support.
- (c) Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization, or who are a danger to themselves or others, or who otherwise require transitional care to remain in the community.
- (d) These Services have no timeline. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory.
- (e) It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact, or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice per week.
- (f) MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
 - i. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - ii. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
 - iii. Money and household management;

- iv. Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
- v. Provision of care including the assumption of responsibility for the safety and well-being of the Individual;
- vi. Administration, supervision, and monitoring of prescribed and non-prescribed medication and client education on medication awareness;
- vii. Provision or arrangement of routine and emergency transportation;
- viii. Developing skills to self-manage emotions;
- ix. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- x. Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- xi. Skills training;
- xii. Mentoring, peer delivered services, and peer support services;
- xiii. Positive use of leisure time and recreational activities;
- xiv. Supported education;
- xv. Supported employment;
- xvi. Occupational therapy; and
- xvii. Recreation.

(2) Performance Requirements

- (a) Services to Individuals through 24 years of age under the jurisdiction of the JPSPRB or are considered Youth & Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following principles and practices:
 - i. The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - ii. Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - iii. When Individuals identify as members of an Oregon Tribe or as American Indians/Alaskan Natives (AI/AN), services will be culturally responsive and coordinated with their Tribe or the Urban Indian Health Program.
 - iv. Services will be engaging and relevant to Youth & Young Adults in Transition;

- v. Services will accommodate the critical role of peers and friends;
 - vi. The individual service and support plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;
 - vii. The individual service and support plan will include a specific section addressing Services and supports unique to the developmental progress of Youth & Young Adults in Transition, including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention; and
 - viii. Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (b) Services to Individuals under the jurisdiction of the JPSRB shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.
 - (c) Providers of MHS 27 Services funded through this Agreement shall comply with OAR 309-035-0100 through 309-035-0225, as such rule may be revised from time to time.
 - (d) Providers of MHS 27 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600.

(3) **Reporting Requirements**

See Exhibit E, 10., "Reporting Requirements for MOTS."

(4) **Special Reporting Requirements**

- (a) County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, the following written reports using forms and procedures prescribed on OHA's website located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - i. A quarterly report that includes the following elements per each Young Adult Residential Treatment Program per subject quarter:
 - A. Number admitted;
 - B. Number discharged;
 - C. Demographic information for discharges;
 - D. Program strengths;
 - E. Program challenges; and
 - F. Success story.
 - ii. In addition, all programs shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf>, as an outcome measurement tool.

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(1). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.”

bb. Service Name: **INPATIENT OR RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

(1) Service Description

Inpatient or Residential Treatment Services are delivered to Individuals with a mental or emotional disturbance who require treatment on an inpatient or residential basis (24 hours, 7 days a week) in a hospital, Secure Residential Treatment Facility (STRF), Residential Treatment Facility (RTF), or Residential Treatment Home (RTH).

The specific MHS 28 Services delivered to an Individual are determined based upon an assessment of treatment needs that is person-centered, and the development of a treatment service plan that is individualized to promote stabilization, skill-building, and preparation to be living in a more integrated community.

The goal of MHS 28 Services is to divert Individuals from involuntary civil or forensic commitment, provide Services in community-based settings outside of the state hospital, community hospitals or other secure settings, and to support Individuals in their progress towards stabilization and community-based outpatient Services.

(2) Performance Requirements

(a) Eligibility for Services

- i.** County shall provide MHS 28 Services to Individuals, who are 18 years or older, and who:
 - A.** Are found guilty except for insanity of a criminal offense under ORS 161.327 or ORS 161.328;
 - B.** Are committed as extremely dangerous persons with qualifying mental disorders under ORS 426.701, or recommitted under ORS 426.702;
 - C.** Are found by a court to lack the fitness to proceed under ORS 161.370 and are not being held in custody at the state hospital or a correctional facility;
 - D.** Are not currently under a guilty except for insanity or extremely dangerous judgment, but have been:
 - I.** Found guilty except for insanity under ORS 161.327 or 161.328 more than once, civilly committed as extremely dangerous persons under ORS 426.701 more than once, or recommitted as extremely dangerous persons under ORS 426.702; and
 - II.** Require continuing Services to prevent involuntary forensic commitments, extremely dangerous civil commitments, hospitalization, and posing a danger to themselves or others; or
 - III.** Require continuing Services to maintain stability and learn skills needed to be placed in a more integrated community setting;

- E. Had their guilty except for insanity term discharged early or terminated by operation of law within the past 12 months; and
 - F. Had their extremely dangerous civil commitment or recommitment end within the past 12 months.
- ii. County may provide MHS 28 Services to Individuals, who are 18 years or older, and who:
- A. Are under a guardianship order under ORS 125.305; or
 - B. Have a mental or emotional disturbance and require inpatient or residential treatment.

(b) General Requirements

When providing Services under this Service Element to Individuals described in Subsection a.(2)(a) of MHS 28, County shall:

- i. Comply with all applicable statutes and rules, including but not limited to ORS chapters 426 and 430 generally, ORS 430.630(3)-(4), ORS 426.241(5), and OAR chapter 309, divisions 8, 14, 15, 19, 32, 33, 35, and 88 which may be revised from time to time;
- ii. Ensure that the County, to the extent it provides direct Services, or its Providers (including but not limited to community hospitals, residential treatment facilities, residential homes or other providers):
 - A. Comply with all applicable statutes and administrative rules, including but not limited to OAR 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time; and
 - B. Comply with and maintain any certifications or licenses required to operate or provide Services under MHS 28.
- iii. Assist all eligible and interested Individuals with applying for public assistance, medical assistance, and any other state or federal benefits that the individual may be eligible for now or upon discharge from their current placement;
- iv. Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR chapter 407, division 45, as such statutes and rules may be revised from time to time;
- v. Provide payment for MHS 28 Services provided to Individuals, who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program;
- vi. Coordinate with any third-party payors, including but not limited to coordinated care organizations, for the payment of MHS 28 Services covered for the Individual under private insurance or through public or medical assistance programs; and

- vii. Contract with Providers to meet the MHS 28 Services needs of eligible Individuals in the County’s service area.

(c) Placement-Related Service Requirements

For Individuals described in Subsection a.(2)(a) of MHS 28, County shall:

- i. Develop a treatment service plan for Individual in the least restrictive, most integrated setting appropriate to meet the Individual’s behavioral health needs, preferences, choices and strengths;
- ii. Identify an appropriate Provider that is able to meet the Individual’s behavioral health needs and willing to provide that care, treatment and Services to the Individual;
- iii. Ensure MHS 28 Services are provided in the least restrictive and most integrated setting appropriate to meet the Individual’s behavioral health needs;
- iv. Divert the Individual from placement at a state hospital, community hospital or secure residential treatment facility, whenever possible;
- v. Obtain any necessary approvals from the Provider to allow admission, if it is a residential or state hospital placement;
- vi. Continue to send referrals to Providers until the Individual is placed at or is receiving appropriate Services;
- vii. Monitor the Individual’s progress in their treatment service plan and current placement, identify when the Individual may be transferred to a lower level of care, and provide that information to any supervisory authority (e.g., the Psychiatric Security Review Board (PSRB) or court); and
- viii. Ensure discharge planning continues throughout the Individual’s placement in a hospital or inpatient/residential placement with the goal of moving the Individual to the lowest level of care that will maintain long term their mental and physical health.

(d) Behavioral Health Service Requirements

For Individuals described in Subsection a.(2)(a) of MHS 28 County shall provide:

- i. Care Coordination to facilitate the Individual’s access to Services in the least restrictive, most integrated setting appropriate to meet the Individual’s behavioral health needs, preferences, choices and strengths, including:
- ii. Facilitate communication between the Individual, family, natural supports, community resources, Providers, DHS (if eligible for APD or I/DD services), and PSRB or courts (if applicable);
- iii. Identify Providers that can provide Behavioral Health Treatment Services consistent with the Individual’s treatment service plan, whether it is provided on an inpatient, residential or outpatient basis;
- iv. Organize, facilitate and participate in interdisciplinary team (IDT) meetings with the Individual, Providers, and CCO Care Coordinators (if the Individual is a CCO member);

- v. Facilitate access to community-based rehabilitative Behavioral Health Treatment Services that are recovery-oriented, culturally responsive, and geographically accessible;
- vi. Facilitate access to Peer Delivered Services;
- vii. Serve as the Single Point of Contact (SPOC) for all referrals from OSH to Assertive Community Treatment, as described in OAR 309-019-0225(25) (Definition of SPOC), in ACT Admission Process, as described in OAR 309-019-0248; and
- viii. Collaborate with the DHS, APD and I/DD Divisions to support the Behavioral Health Treatment Service needs of Individuals determined service-eligible for APD or I/DD;
- ix. Stabilization, Maintenance and Preventative Services, including:
 - A. Provide crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - B. Provide timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
 - C. Assist the Individual with money management, when requested by an Individual, to include accurate documentation of all funds deposited and withdrawn when funds are held in trust for the Individual;
 - D. Assist with or arrange for the supervision of the Individual's daily living activities and life skills (if appropriate), such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
 - E. Provide for or arrange for the care of the Individual, including the assumption of responsibility for the safety and well-being of the Individual;
 - F. If the Individual is placed in an inpatient or residential setting, ensure the Provider is providing a safe environment for the Individual;
 - G. Provide for or arrange for the administration and supervision of prescribed and non-prescribed medication(s);
 - H. Provide or arrange for routine and emergency transportation;
 - I. Provide for or arrange for the management of aggressive or self-destructive behavior;
 - J. Provide for or arrange for the management of any specialized diet for the Individual, prescribed by a physician, requiring extra effort or expense in preparation of food;

- K.** Provide for or arrange for the management of the Individual's physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management;
- x.** Provide financial assistance for behavioral health services, as described in OAR 410-172-0630;
- xi.** Provide financial assistance for individual services and activities, as described in OAR 309-035-0200, including but not limited to the:
 - A.** Provision of adequate shelter;
 - B.** Assistance with acquiring skills to live as independently as possible; and
 - C.** Assistance with accessing other additional services, as needed or as assigned by OHA;
- xii.** Provide a transitional treatment plan for Individuals when they are no longer receiving Services, and when and how to reinstate services if and when needed;
- xiii.** Provide interpretive services as needed;
- xiv.** Provide notice to the Individual of any admission decisions for residential care in accordance with OAR 309-035-0163(11);
- xv.** Provide any clinical records and contact information to OHA and its designees for oversight and coordination purposes upon request;
- xvi.** Services to Remove Barriers to Community-Based Care when consistent with the Individual's treatment service plan, including, but are not limited to:
 - A.** Room and board payments;
 - B.** Rental assistance, security deposits, and application fees;
 - C.** Utility payments and deposits;
 - D.** Prescription or over-the-counter medications and medical supplies not covered by Medicaid or other sources;
 - E.** Transportation;
 - F.** Activities to facilitate the securing of guardianship Services, including but not limited to:
 - I.** Paying the costs of:
 - A.** Court hearings to determine the necessity, continuation, or termination of a guardianship; and
 - B.** Guardianship Services to make decisions related to overseeing the care and supervision of an Individual; and
 - C.** If guardianship is expected to continue beyond a transitional period of time (6 months or less), then

other payment options should be sought in order to maintain guardianship Services; and

D. Activities to facilitate the securing of representative payee services.

(e) **Funding-Dependent Performance Requirements**

For Individuals described in Subsection a.(2)(b) of MHS 28, County may provide the Services described in Subsection a.(4)-(5) of MHS 28, subject to the requirements in Subsection a.(3) of MHS 28.

(3) **Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit electronically, to amhcontract.administrator@dhsoha.state.or.us, an annual accounting report of financial assistance within 45 calendar days from the end of the contract year.

(4) **Special Reporting Requirements**

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

(a) **Payment**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition, use Part A payment language, Section 1.f.(1).

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County’s billings exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.” The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

(b) **Disbursement of Financial Assistance:**

Invoices shall be submitted electronically, to hsd.hsd.contracts@odhsoha.oregon.gov, with the subject line “Invoice, contract #(your contract number), contractor’s name” on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual’s last date of Services.

cc. Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

(1) Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

(a) Monitoring Services include:

- i. Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- ii. Supervision consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- iii. Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- iv. Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- v. Administrative activities related to the Monitoring Services described above, including but not limited to:
 - A. Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - B. Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - C. Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
 - D. Implementing board-approved modifications of Conditional Release Orders;
 - E. Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;
 - F. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and

G. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

(b) Security and Supervision Services includes:

i. Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrices below: For additional information about Security and Supervision Services, see PSRB Security Payment Scoring.doc

Security Services Matrix (Community)	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

ii. Security Services for those residing in a Class 1 or Class 2 Secure Residential Treatment Facility (SRTF): When Forensic risk factors, and risk to the public, create a need to provide an alternative security payment level, the Security Services Payment will be as defined in the table below:

Security Services Matrix	Maintenance Minimal Additional Risk	Medium Additional Risk	High Additional Risk
SRTF (Very High Risk)	SRTF Rate 6	SRTF Rate 7	SRTF Rate 8

iii. Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following

- A.** Additional staffing (utilize the Intensive Rate Request process through Rate Review Committee);
- B.** Transportation;
- C.** Interpreter services;
- D.** Medical services and medications;
- E.** Rental assistance, room and board, and person and incidental funds;
- F.** Payee;
- G.** Guardianship (initial and ongoing) costs;
- H.** To obtain legal identification; and
- I.** Non-medically approved services including, but not limited to: assessment, evaluation (including evaluations ordered beyond

typical monitoring required by the PSRB), outpatient treatment, and polygraph if such expenses are needed to maintain compliance with the terms of a conditional release and not covered by some other mechanism.

(2) **Performance Requirements**

- (a) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (b) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

(3) **Reporting Requirements**

See Exhibit E, 10., "Reporting Requirements for MOTS."

(4) **Special Reporting Requirements**

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- (a) Conditional Release Plan or Conditional Release Order;
- (b) Monthly progress notes;
- (c) Incident reports;
- (d) Evaluations and assessments;
- (e) Notifications of Revocation and Order of Revocation;
- (f) Treatment Plans
- (g) Notification of Change of Residence; or
- (h) Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language, Section 1.f.(1).

dd. Service Name: ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES

Service ID Code: MHS 31

(1) Service Description

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been diagnosed with a severe mental illness with complex behaviors and require intensive community mental health services for successful integration into the community.

(2) Performance Requirements

- (a) Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.
- (b) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (c) MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS’s APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- (d) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.
- (e) County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual’s medical or psychiatric condition, which jeopardizes the placement.

(3) Reporting Requirements

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

- (a) County shall submit a Referral Outcome Form within 21 calendar days of receiving a referral to, enhancedcare.team@dhsola.state.or.us.
County prepares and electronically submits to, enhancedcare.team@dhsola.state.or.us,
 - i. Monthly Enhanced Care Services Census Report;

- ii. CS Data Base Part I; and
 - iii. ECS Data Base Part II.
- (c) County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, the following reports using forms and procedures as prescribed on OHA’s website, located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>:
- i. Monthly Enhanced Care Services Census Report;
 - ii. ECS Data Base Part I; and
 - iii. ECS Data Base Part II.
- (5) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**
- See Exhibit D, Payment, Settlement, and Confirmation Requirements.
- Use Payment and Confirmation language, Section 1.f.(2). In addition:
- County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County’s fillings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Agreement.”

ee. Service Name: ADULT FOSTER CARE SERVICE

Service ID Code: MHS 34

(1) Service Description

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual’s skills to the extent that he or she may live more independently.

Integrated setting was recently explained in a publication by the Department of Justice¹, dated June 22, 2011, as follows:

“In the years since the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities.”

“By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.”

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA’s Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

MHS 34 Services include, but are not limited to, the following:

- (a) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- (b) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- (c) Management of personal money and expenses;

¹ https://www.ada.gov/olmstead/q&a_olmstead.htm
PO-44300-0026008/lob
CY 2024-2025 CFAA (GT# 443462-GT2990-23)

- (d) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (e) Provision of care including assuming the responsibility for the safety and well-being of the individual;
- (f) Administration and supervision of prescribed and non-prescribed medication;
- (g) Provision of or arrangement for routine medical and emergency transportation;
- (h) Management of aggressive or self-destructive behavior;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

(2) **Performance Requirements**

- (a) Providers of Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- (b) Prior to commencement of Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.
- (c) County shall assist OHA's function of licensing and certifying homes providing Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
 - i. For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:
 - A. Foster Home License or Certification Application;
 - B. Foster Home Inspection Form;
 - C. Criminal History Check;
 - D. A letter of support in the form and substance attached as Attachment #1, and
 - E. Any other information necessary for licensing or certifying the residences.
 - ii. For renewal of existing licenses and certifications: County shall assist OHA with the completion and submission to OHA of a letter of support in the form and substance attached as Attachment #1, and with inspection of the

homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and

- iii. County shall assist currently licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
 - A. Maintaining and distributing copies of OHA’s “Basic Training Course and Self-Study Manual” and associated video tapes; and
 - B. Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by County as required above.

(3) Reporting Requirements

See Exhibit #, 10. , “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

None

(5) Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(1). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award;”

ATTACHMENT #1

Health Systems Division
500 Summer Street NE E-86
Salem, OR 97301

Dear HSD Licensing and Certification Unit Manager,

Pursuant to OAR 309-040-0315 (3)(e), I am submitting this letter of support on behalf of [name of CMHP], an authorized designee of the Local Mental Health Authority in [County].

At this time, [name of CMHP] is in support of the operation of [name of AFH] AFH located at [full address of AFH] under the following conditions:

- The provider maintains substantial compliance with all regulations that govern the licensure and safe operation of AFHs.
- The provider ensures the delivery at all times adequate room and board, food, safety and sanitation oversight, compliance with building and maintenance requirements, supervision, and care to vulnerable adults with mental, emotional, or behavioral disorders who reside at the AFH by qualified and approved providers, resident managers, staff, and volunteers.
- The provider timely submits incident reports to the CMHP in accordance with applicable ORS' and OARs.
- The provider complies with any additional requirements or conditions set forth by the Health Systems Division, Oregon Health Authority.

[name of CMHP] will immediately notify HSD when it changes its level of support for the continued operation of or adjusted placement referral decisions associated with [name of AFH] AFH.

[name of CMHP] will immediately notify HSD in writing if CMHP staff become aware of or observe any violations to regulations that govern the health, safety, and welfare of residents who reside at the home.

[name of CMHP] will provide a detailed written summary to HSD (and to the Office of Training, Investigations, and Safety, *formerly OAAPI*) if CMHP staff become aware of or observe any medication errors, inadequate or unsafe physical conditions of the home, unauthorized persons living or sleeping in the home, failure by the AFH provider to timely submit incident reports, suspected abuse or neglect to residents, crimes committed on the property, or in any other situation that jeopardizes the health, safety, and welfare of vulnerable adults who live in and receive services in the home.

Name of the LMHA representative or designee who is signing this letter of support: [name]

Full title of the LMHA representative or designee who is signing this letter of support: [title]

Email of the LMHA representative or designee who is signing this letter of support: [email]

Signature of the CMHP Director or designee
PO-44300-0026008/lob
CY 2024-2025 CFAA (GT# 443462-GT2990-23)

Date of signature
Page 109 of 216
DOJ Approval 12/21/2023

ff. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

(1) Service Description

Older or Disabled Adult Mental Health Services (MHS 35 Services) are:

- (a) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health Services delivered to older or disabled adults with mental illness, as such Services are further described in the Specialized Service requirement MHS 35A; or
- (b) If Specialized Service requirement MHS 35B applies, residential Services delivered to older or disabled Individuals with serious and persistent mental illness, as such Services are further described in the Specialized Service requirement MHS 35B.

(2) Performance Requirements

- (a) Funds awarded for MHS 35 Services on lines in Exhibit C, “Financial Assistance Award,” containing “35A” in column “Part IV” may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.
- (b) Funds awarded for MHS 35 Services on lines in Exhibit C, “Financial Assistance Award,” containing “35B” in column “Part IV” may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

(3) Reporting Requirements

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly summary financial and program narrative reports on the delivery of Older or Disabled Adult Mental Health Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement, that are subject to Specialized Service requirements 35A and 35B. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

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

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.

gg. **Service Name:** **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)**

Service ID Code: **MHS 36**

(1) Service Description

- (a) Pre-admission Screening and Resident Review Services (MHS 36 Services) are evaluation services delivered to Individuals who are entering a nursing facility where a PASRR level I screen has indicated that they have a serious and persistent mental illness (SPMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, those uninsured, underinsured, or have exhausted Medicaid Services, Citizen/Alien-Waived Emergent Medical, Medicare, Private Insurance, or Private Pay.
- i. Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious persistent mental illness; or
 - ii. Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.
- (b) Pre-admission Screening and Resident Review Services must determine if:
- i. Individuals have a serious and persistent mental illness, as defined in OAR 309-036-0105(36); and
 - ii. If those determined to have a serious and persistent mental illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

(2) Performance Requirements

- (a) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act of 1987 (OBRA 1987), as amended by OBRA 1990, including but not limited to 42 U.S.C. 1396r(e)(7) and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.
- (b) County shall require that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 Services review and evaluation.
- (c) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-019-0105(92)).

(3) Reporting Requirements

See Exhibit E, 10., "Reporting Requirements for MOTS."

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written forms HSD 0438 and HSD 0440, no later than 21 calendar days following each review for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

(5) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County understands and agrees that funding under Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set forth in Exhibit C, “Financial Assistance Award.”

hh. Service Name: START-UP

Service ID Code: MHS 37

(1) Service Description

The funds awarded for MHS 37 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award,” and Exhibit K, “Start-Up Procedures.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve mental health services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Social Determinants of Health (SDOH) Unit of OHA and follow the procedures as prescribed by that unit.

MHS 37 funds are typically disbursed prior to initiation of services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit K, that will be needed to provide the services planned and delivered at the specified site(s).

(2) Performance Requirements

The funds awarded for MHS 37 must be expended only in accordance with Exhibit K, “Start-Up Procedures,” which is incorporated herein by this reference.

(3) Reporting Requirements

None

(4) Special Reporting Requirements

Using the OHA prescribed “Start-Up Request & Expenditure Form,” the County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and the procedures described in Exhibit K, “Start-Up Procedures.” Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

(5) Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(1).

ii. Service Name: SUPPORTED EMPLOYMENT SERVICES

Service ID Code: MHS 38

(1) Service Description

(a) Provide Individual Placement and Support (IPS) Supported Employment Services (MHS 38 Services) consistent with the Dartmouth IPS Supported Employment Fidelity Model. The IPS Fidelity Manual, published by Dartmouth Psychiatric Research Center, incorporated by reference herein, can be found in the IPS Employment Center’s Document Library, at:

<https://ipsworks.org/index.php/library/>, or at the following link: https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

(b) Definitions:

- i. **Competitive Integrated Employment** means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- ii. **Division Approved Reviewer** means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA’s contracted entity responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment Programs statewide.
- iii. **Supported Employment Services** are individualized Services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported Employment Services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests, and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

(2) Performance Requirements

County shall provide MHS 38 Services in a manner that is consistent with fidelity standards established in OAR 309-019-00270 through 309-019-0295 and is consistent with County’s Local Plan as per ORS 430.630. If County lacks qualified Providers to deliver MHS 38 Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38

Services. MHS 38 Services must be provided by Providers meeting Supported Employment fidelity scale standards.

(3) Reporting Requirements

See Exhibit E, 10., “Reporting Requirements for MOTS.”

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly summary reports on the delivery of MHS 38 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

- (a)** A Provider delivering MHS 38 Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual known to be enrolled in the Oregon Health Plan at the time Services are delivered.
- (b)** Quarterly reports shall include, but are not limited to:
 - i.** Individuals with Serious and Persistent Mental Illness (SPMI) who receive MHS 38 Services and are employed in Competitive Integrated Employment, as defined above;
 - ii.** Individuals with SPMI who no longer receive MHS 38 Services and are employed in competitive integrated employment without currently receiving supportive services from a supported employment specialist; and
 - iii.** Individuals with SPMI who received MHS 38 Services as part of an Assertive Community Treatment (ACT) Program.

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

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(2).

jj. Service Name: PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

Service ID Code: MHS 39

(1) Service Description

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(10), who experience homelessness or are at imminent risk of becoming homeless. Individuals may also have a co-occurring Substance Use Disorder (SUD).

PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help Individuals with SMI experiencing homelessness secure safe and stable housing, improve their health, and live a self-directed, purposeful life.+

Eligible Services, not otherwise covered by another resource, are as follows:

- (a) Outreach services including prioritization of those with serious mental illness who are veterans and experiencing homelessness or in danger of becoming homeless;
- (b) Screening and diagnostic treatment services;
- (c) Habilitation and rehabilitation services;
- (d) Community mental health services including recovery support services (e.g. peer specialist/recovery coaches);
- (e) Alcohol and drug treatment services;
- (f) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;
- (g) Case management services, including:
 - i. Preparing a plan for the provision of community mental health and other supportive services to eligible Individuals experiencing homelessness and reviewing such plan not less than once every three months;
 - ii. Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals who experience homelessness, including services relating to daily living activities, peer support, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational training, and housing;
 - iii. Providing assistance to eligible Individuals who experience homelessness in obtaining income support services, including housing assistance, Supplemental Nutrition Assistance Program (SNAP), and supplemental securing income benefits;
 - iv. Referring eligible Individuals who experience homelessness for such other services as may be appropriate; and

- v. Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individuals who experience homelessness are receiving aid under title XVI of such Act and if the applicant is designated by the Secretary of the Social Security Administration to provide such services.
- (h) Supportive and supervisory services in residential settings including shelters, group homes, supported apartments and other residential settings specifically serving those living with serious mental illness or co-occurring disorders;
- (i) Referrals for primary health services, job training, educational services, and relevant housing services; and including use of peer providers to help to assure that these services are successfully accessed by individuals who experience homelessness with serious mental illness(es) and co-occurring disorders; and
- (j) Housing services as specified in Section 522(b)(10) of the PHS Act as amended (U.S.C. § 290cc-22(b)), including:
 - i. Minor renovation, expansion, and repair of housing;
 - ii. Planning of housing;
 - iii. Technical assistance in applying for housing assistance;
 - iv. Improving the coordination of housing services;
 - v. Security deposits;
 - vi. Costs associated with matching eligible Individuals who experience homelessness with appropriate housing situations; and
 - vii. One-time rental payments to prevent eviction.

No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services.

(2) **Performance Requirements**

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services funded through this Agreement shall:

- (a) Use third party and other revenue realized from provision of Services to the extent possible;
- (b) Implement policies and procedures to prioritize use of other available funding sources for PATH Services;
- (c) Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:
 - i. Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;
 - ii. Medicaid or Medicare;
 - iii. Veterans Administration Benefits; and
 - iv. SNAP.

- (d) Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an Intended Use Plan for PATH funds consistent with the requirement set forth in Funding Opportunity Announcement; and
- (e) Provide, at a minimum, the following:
 - i. Meet or exceed the current Government Performance and Results Act (GPRA) Measures posted to the PATH Data Exchange website <https://pathpdx.samhsa.gov/> for the following measures:
 - A. Percentage of enrolled individuals who experience homelessness in the PATH program who receive community mental health services;
 - B. Number of homeless individuals who experience homelessness contacted;
 - C. Percentage of contacted individuals who experience homelessness with serious mental illness who experience homelessness and become enrolled in services; and
 - D. Number of PATH providers trained on SSI/SSDI Outreach, Access, and Recovery (SOAR) to ensure eligible homeless individuals are receiving benefits.
 - ii. Active participation in the local Continuum of Care;
 - iii. Attendance at semi-annual PATH Provider meetings;
 - iv. Attendance at PATH Technical Assistance trainings as requested by OHA;
 - v. Development of an annual PATH Intended Use Plan including a line-item budget and budget narrative using forms and templates provided by OHA;
 - vi. Participation in annual PATH program site reviews conducted by OHA; and
 - vii. Participation in federal site reviews as needed or requested by OHA.
- (f) All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).
- (g) Service Providers who are recipients of MHS 39 funds must match, directly or through donations from public or private entities, MHS 39 funds in an amount that is not less than \$1 of non-federal funds for each \$3 of federal PATH funds allocated through MHS 39.
 - i. Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.
 - ii. Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

(3) Reporting Requirements

See Exhibit E, 10., "Reporting Requirements for MOTS."

(4) Special Reporting Requirements

County shall prepare and electronically submit, to hsd.contracts@odhsoha.oregon.gov, written quarterly and annual progress and financial reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which financial assistance is awarded through this Agreement. Quarterly and Annual Progress Reports must be completed and submitted at the PATH Data Exchange website. Financial Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Quarterly written reports documenting PATH eligible financial expenditures shall be electronically submitted to hsd.contracts@odhsoha.oregon.gov.

Quarterly and Annual Progress Reports documenting actual utilization and demographic data submitted through the PATH Data Exchange – Learning website at <https://pathpdx-learning.samhsa.gov/>.

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

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2).

**2024-2025 Intergovernmental AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

a. Service Name: **PEER DELIVERED SERVICES (PDS)**

Service ID Code: **MHS 16**

Specialized Service: **VETERANS**

Exhibit B-2 Code: **16A**

(1) **Service Description** (exceeding Section 1, MHS 16)

County shall:

- (a) Hire, train, and supervise Peer Support Specialists (PSS) or Peer Wellness Specialists (PWS) with significant prior or current military experience;
- (b) Require that PSS or PWS acquire and maintain certification with the Oregon Health Authority, Traditional Health Worker registry, including those who identify as military veterans with current behavioral health needs;
- (c) Provide PDS in a culturally competent manner as defined in OAR 410-180-0300 through 410-180-0380 to Individuals who identify as military veterans with behavioral health needs. Activities may include, but are not limited to:
 - i. 1:1 peer support;
 - ii. Systems navigation;
 - iii. Facilitation of support and education groups;
 - iv. Outreach; and
 - v. Community education.
- (d) Provide program participants with funds or material supports needed to eliminate barriers to accessing health care services which will improve the veteran's behavioral health, support treatment plans, or support the veteran's recovery, or community engagement; and
- (e) Engage and serve a minimum of 25 veterans annually.

(2) **Performance Requirements** (exceeding Section 2, MHS 16)

None

(3) **Reporting Requirements**

None

(4) **Special Reporting Requirements** (exceeding Section 3, MHS 16)

Prepare and electronically submit to hds.contracts@odhsoha.oregon.gov quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

- (a) The following information shall be provided for each report:
 - i. Number of veterans served annually on a regular basis as shown by being enrolled in peer services, and making use of peer supports on a weekly basis;
 - ii. Number of veterans offered the pre and post survey supplied by OHA;

- iii. Number of veterans completing the pre and post survey;
 - iv. Survey responses for all completed surveys; and
 - v. Narrative description of program progress, successes, and barriers.
- (b) The following is an optional item to report:
Recommendations for programs in the future which may seek to build on and scale this pilot model.

(5) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures (exceeding Section 4, MHS 16)

None

a. Service Name: MOBILE CRISIS INTERVENTION SERVICES
Service ID Code: MHS 25A

Specialized Service: STABILIZATION SERVICES FOR CHILDREN AND THEIR FAMILIES

Exhibit B-2 Code: MHS 25A

(1) Service Description (exceeding Section 1, MHS 25)

County, through its Community Mental Health Programs (CMHP), shall require that stabilization services are available for eligible children (Birth through 20 years of age) and their families for up to 56 calendar days, following the initial crisis response, in accordance with OAR 309-072-0100 to 309-072-0160. This model of care is based on a national crisis response model for children, and known as Mobile Response and Stabilization Services (MRSS). Stabilization services are outlined in MHS 25A and are required. MHS 25A will replace the former MHS 08 Crisis and Transition Services (CATS).

When a provider responds to a child and family in crisis, they will work in partnership with the child and their families, to de-escalate the current crisis and connect the family to needed resources. In some cases, the provider may determine, in partnership with the child and family, that they may benefit from immediate access to stabilization services and supports to assist the family while waiting for longer term ongoing services to be available.

Stabilization services are meant to be a short-term intervention that provides bridge services that may include brief individual or family therapy, skills training, family and youth peer support services and medication management while also helping the family access the appropriate community-based service and supports.

Each family enrolled is offered rapid access to a Qualified Mental Health Professional (QMHP) and Family Support Specialist who work directly with the child and their family to create a service plan with short term goals and objectives to meet the unique needs of the family, stabilize behavioral health needs; and improve functioning in life domains while establishing and transitioning care to longer term services and supports.

County shall provide stabilization services in accordance with Service Element MHS 25 and OAR 309-072-0160.

(a) Family Support Specialist (FSS) Role and Responsibilities

- i. The County will ensure a FSS is available in accordance with OAR 309-072-0160(2)(k).
- ii. OHA will partner with community stakeholders to create a Family Guide for Stabilization Services. Providers shall require that each family enrolled in services receives a copy of the Family Guide for Stabilization Services starting in March 2024.

(b) Subcontractors

- i. The County is ultimately responsible for making sure that all required service elements and OARs are being met whether directly provided or provided under sub-contractual arrangement.
 - ii. County may subcontract with another agency to provide stabilization services.
 - iii. Subcontractors are required to have a Certificate of Approval (COA) to provide stabilization services.
 - iv. Subcontractors are required to meet all applicable rules under OAR 309-072-0160.
 - v. County is required to submit either a copy of the contractual agreement with the subcontractor or an MOU to HSD.Contracts@odhsoha.oregon.gov within 45 calendar days of execution of this contract and must include at a minimum:
 - A. Roles and responsibilities of both the County and subcontractor; and,
 - B. Plan for ongoing communication and coordination of services between County and subcontractors.
- (c) Whenever possible, providers should prioritize key leadership and direct service staff attendance in the monthly Learning Collaborative facilitated by the Oregon Health Authority.

(2) **Performance Requirements** (exceeding Section 2, MHS 25)

(a) **Optional Performance Requirements**

- i. County may be eligible for an additional \$10,000 in funding from OHA if County can clearly demonstrate in writing, completion of one of the activities listed below.
- ii. County shall submit written documentation to: HSD.Contracts@odhsoha.oregon.gov prior to Jan. 31, 2024, to be considered for payment.
- iii. Eligible activities include the following:
 - A. 50% of the 2 person mobile crisis intervention teams dispatched to the community will include a face-to-face response, by either a QMHP or Family Support Specialist.
 - B. 50% of staff working with children and families attend the Youth Save Training.
 - C. County is able to demonstrate, a 10% reduction in emergency department boarding during calendar year 2023, for children in their community.
 - D. 50% of staff receive an OHA approved advanced training in working with neurodiverse and Intellectual and Developmental Disabilities (IDD) children and their families.
 - E. CMHP will provide no less than 5 presentations to their local community stakeholders on Mobile Crisis Intervention

Services and stabilization services for children and their families, within their service area.

- (3) **Reporting Requirements** (exceeding Section 3, MHS 25)
None.
- (4) **Special Reporting Requirements** (exceeding Section 4, MHS 25)
- (a) Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - (b) County or subcontractor shall complete and submit the Authority approved pre and post assessment tool and at the start and end of stabilization services and submit the assessment to the Authority approved contractor.
 - (c) County agrees to work directly with OHA approved contractor to submit the required pre and post assessment tools and other data points related to stabilization services.
 - (d) The OHA approved contractor is responsible for analyzing the provided data and developing quarterly reports which includes outcome data for stabilization services.
 - (e) County is responsible for reviewing and approving the quarterly reports generated by the OHA approved contractor which include stabilization services outcome data.
 - (f) OHA approved contractor shall submit the quarterly report to OHA via hsd.contracts@odhsoha.oregon.gov on behalf of the County, no later than 45 calendar days after the end of each quarter.
- (5) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures** (exceeding Section 5, MHS 25)
None.

Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES
FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

Specialized Service: **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**

Exhibit B-2 Code: **26A**

(1) Service Description (exceeding Section 1, MHS 26)

Early Assessment and Support Alliance (EASA) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately 2 years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

Services shall prioritize communities that have been historically impacted by racism, discrimination and health inequities. Services shall be trauma informed and culturally and linguistically responsive and work to reduce the impacts of adverse childhood and traumatic experiences.

(a) Definitions:

- i. Multi-Family Groups** means a structured family group which can consist of either multiple families from the community, or multiple members of a single family network.. Multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single-family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- ii. Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- iii. Psycho-education** means developing a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- iv. Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy,

medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.

- (v) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about schizophrenia-related conditions. This reduces the duration of untreated psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(2) **Performance Requirements** (exceeding Section 2, MHS 26)

County shall provide Services to eligible Individuals as listed below:

- (a) Eligible Population: EASA Services are to be provided to Individuals ages 12 through 27 years of age whom:
 - i. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other EASA Center for Excellence (C4E) approved formal assessment, for a period longer than 12 months; and
 - ii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- (b) Access to EASA across all referral sources: emergency departments, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contact shall be made within two (2) business days of the referral by EASA staff with the Individual (and family) in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- (c) Services intended to be a transitional coordinated specialty care service, designed to last an average of 2 years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- (d) Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- (e) Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- (f) Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- (g) The EASA team works with people in five phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.

- i.** Phase 1 (up to 6 months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths, resources, needs, and goals, start of multi-family groups, stabilization of current situation.
 - ii.** Phase 2 (approximately 6 months): Adaptation: More extensive education to the individual and family/primary support system, address adaptation issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.
 - iii.** Phase 3 (approximately 6 months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
 - iv.** Phase 4 (approximately 6 months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, establish ongoing treatment relationship and recovery plan.
 - v.** Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.
- (h)** Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:
- i.** Rapid access to psychiatric and counseling services;
 - ii.** Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
 - iii.** Coaching on rights regarding access to employment, school, housing, and additional resources;
 - iv.** Single family psycho-education and multi-family groups;
 - v.** Support for vocational education and independent living goals consistent with Individual Placement and Support (IPS) framework that is the Supported Employment fidelity program that is integrated into EASA services and currently overseen by the Oregon Supported Employment Center for Excellence (OSECE);
 - vi.** Access to licensed medical psychiatric care, health related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
 - vii.** Provision of substance use disorder treatment within the team.
 - viii.** Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;

ix. Community-education.

- (i) Setting(s) for Service Delivery: Determined by the needs and goals of the Individual and their circumstances.
- (j) Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP’s), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.
- (k) EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at <http://www.easacommunity.org>. If County lacks qualified providers to deliver EASA services and supports, a plan to adjust the model will be developed with the EASA Center for Excellence staff and OHA.
- (l) Additional Licensing or Certification Requirements:
 - i. The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf>. If County lacks qualified Providers to deliver EASA Services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for Individuals to access EASA Services.
 - ii. EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org>.
- (m) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

(3) **Reporting Requirements** (exceeding Section 3, MHS 26)

None

(4) **Special Reporting Requirements** (exceeding Section 4, MHS 26)

Forms are located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Counties providing EASA Services shall submit data quarterly, directly into the Oregon Health & Science University (OHSU) EASA RedCap Data System. Instructions for data entry into RedCap are located at <https://www.easacommunity.org/resources-for-professionals.php> and individual provider entry is located at <https://octri.ohsu.edu/redcap/>. Quarterly data shall be submitted no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Section 5, MHS 26)

None.

a. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **GERO-SPECIALIST**

Exhibit B-2 Code: **35A**

(1) **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

(2) **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

- (a) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- (b) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;
- (c) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;

- (d) Be available to County crisis team and DHS’s Adult Protective Services for consultation on geriatric cases;
 - (e) Regular collaboration with APD, DHS’s Aging and Disabilities Resource Connection, CMHPs, CCO’s and CCO ICC Teams, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
 - (f) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
 - (g) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and
 - (h) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.
- (3) **Reporting Requirements** (exceeding Exhibit B-1, MHS 35)
None
- (4) **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)
None
- (5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)
None

**2024-2025 Intergovernmental AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT C
FINANCIAL ASSISTANCE AWARD**

MOD#: _____

CONTRACT#: _____

CONTRACTOR: _____

INPUT CHECKED BY: _____

DATE CHECKED: _____

COLUMN HEADERS:

<u>SE#</u>	<u>FUND</u>	<u>PROJ CODE</u>	<u>CPMS</u>	<u>PROVIDER</u>	<u>EFFECTIVE DATES</u>
<u>SLOT CHANGE / TYPE</u>	<u>RATE</u>	<u>OPERATING DOLLARS</u>	<u>STARTUP DOLLARS</u>	<u>PART ABC</u>	<u>PART IV</u>
<u>PAAF CD</u>	<u>BASE</u>	<u>CLIENT CODE</u>	<u>SP#</u>		

EXHIBIT C FINANCIAL ASSISTANCE AWARD

MODIFICATION INPUT REVIEW REPORT

MOD#: A0132

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND CODE	PROJ	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024													
			BASEAD	DESCHUTES CO.									
63	421	-0-		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$58,044.50	\$0.00	A	1	Y		
TOTAL FOR SE# 63							<u>\$58,044.50</u>	<u>\$0.00</u>					
			BASEAD	DESCHUTES CO.									
66	401	-0-		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$108,298.77	\$0.00	A	1	Y		1
			BASEAD	DESCHUTES CO.									
66	520	-0-		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$92,505.51	\$0.00	A	1	Y		1
			BASEAD	DESCHUTES CO.									
66	807	-0-		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$4,240.25	\$0.00	A	1	Y		
			BASEAD	DESCHUTES CO.									
66	807	-0-		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$4,240.25	\$0.00	C	1	Y		2
TOTAL FOR SE# 66							<u>\$209,284.78</u>	<u>\$0.00</u>					
			GAMBL	DESCHUTES CO.									
80	888	-0-		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$102,233.00	\$0.00	A	1	Y		
TOTAL FOR SE# 80							<u>\$102,233.00</u>	<u>\$0.00</u>					
			GAMBL	DESCHUTES CO.									
84	888	-0-		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$46,000.00	\$0.00	A	1	Y		
TOTAL FOR SE# 84							<u>\$46,000.00</u>	<u>\$0.00</u>					
TOTAL FOR 2023-2024							<u>\$415,562.28</u>	<u>\$0.00</u>					
FISCAL YEAR: 2024-2025													
			BASEAD	DESCHUTES CO.									
63	421	-0-		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$116,089.00	\$0.00	A	1	Y		
TOTAL FOR SE# 63							<u>\$116,089.00</u>	<u>\$0.00</u>					
			BASEAD	DESCHUTES CO.									
66	401	-0-		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$216,597.54	\$0.00	A	1	Y		1
			BASEAD	DESCHUTES CO.									
66	520	-0-		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$185,011.02	\$0.00	A	1	Y		1
			BASEAD	DESCHUTES CO.									
66	807	-0-		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$8,480.50	\$0.00	A	1	Y		
TOTAL FOR SE# 66							<u>\$410,089.06</u>	<u>\$0.00</u>					

MODIFICATION INPUT REVIEW REPORT

MOD#: A0132

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2024-2025													
GAMBL DESCHUTES CO.													
80	888	-0-		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$204,466.00	\$0.00	A	1	Y		
TOTAL FOR SE# 80							\$204,466.00	\$0.00					
GAMBL DESCHUTES CO.													
84	888	-0-		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$92,000.00	\$0.00	A	1	Y		
TOTAL FOR SE# 84							\$92,000.00	\$0.00					
TOTAL FOR 2024-2025							\$322,644.06	\$0.00					
TOTAL FOR A0132 026008							\$1,238,206.34	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 12/27/2023

Contract#: 026008
REF#: 001

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services, as allocated within OHA's 2023-2025 Legislative Approved Budget (LAB), but only for the 18-month term of this Agreement, beginning on January 1, 2024 and ending June 30, 2025. This FAA may require modification by written amendment, or by administrative amendment (memo), provided that such administrative amendment is only used to change the fund source coding and not the amount of funding, to reflect the actual funding amounts remaining in the 2023-2025 LAB. It is OHA's intension to discontinue Calendar Year agreement terms and return the Financial Assistance Agreement (FAA) to a 2-year fiscal biennium term, beginning July 1, 2025, for the 2025-2027 Biennium.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0132 1 These funds must result in the delivery of A&D 66 Services to a minimum of 334 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2024. Up to 20% of 334 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual.

A0132 2 The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024													
		BASE	SYSTEM MANAGEMENT AN										
1	804	MHS01		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$34,817.43	\$0.00	A	1	Y		
		BASE	SYSTEM MANAGEMENT AN										
1	804	MHS01		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$8,236.00	\$0.00	A	1	Y		
		BASE	SYSTEM MANAGEMENT AN										
1	804	MHS01		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$8,236.00	\$0.00	C	1	Y		7
		BCIVLM	SYS MGT CO-12TH ST										
1	804	MHS01		1/1/2024 - 6/30/2024	0 /NA	\$4,387.59	\$26,325.54	\$0.00	A	1	Y		1
		BCIVLM	SYS MGT CO-DESCHUTES										
1	804	MHS01		1/1/2024 - 6/30/2024	0 /NA	\$9,053.00	\$54,318.00	\$0.00	A	1	Y		3
		BCIVLM	SYS MGT CO-EDGECLIFF										
1	804	MHS01		1/1/2024 - 6/30/2024	0 /NA	\$4,387.59	\$26,325.54	\$0.00	A	1	Y		2
		BPSRBM	SYS MGT CO-DESCHUTES										
1	804	MHS01		1/1/2024 - 6/30/2024	0 /NA	\$9,053.00	\$54,318.00	\$0.00	A	1	Y		3
TOTAL FOR SE# 1							<u>\$212,576.51</u>	<u>\$0.00</u>					
		BASE	AID & ASSIST PROJECT										
4	804	AAP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$162,615.20	\$0.00	A	1	Y		
		BASE	AID & ASSIST PROJECT										
4	804	AAP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$8,132.00	\$0.00	A	1	Y		
		BASE	AID & ASSIST PROJECT										
4	804	AAP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$8,132.00	\$0.00	C	1	Y		7
		BASE	AID & ASSIST PROJECT										
4	804	AAP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$40,653.80	\$0.00	C	1	Y		8
TOTAL FOR SE# 4							<u>\$219,533.00</u>	<u>\$0.00</u>					
		BASE	ASSERTIVE COMMUNITY										
5	804	MHACT		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$92,424.49	\$0.00	A	1	Y		
		BASE	ASSERTIVE COMMUNITY										
5	804	MHACT		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$3,882.00	\$0.00	A	1	Y		
		BASE	ASSERTIVE COMMUNITY										
5	804	MHACT		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$3,882.00	\$0.00	C	1	Y		7

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#	
FISCAL YEAR: 2023-2024														
TOTAL FOR SE# 5							<u>\$100,188.49</u>	<u>\$0.00</u>						
9	406	BASE NI JAIL DIVERSION	NIJAIL	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$165,404.34	\$0.00	A	1	Y			
9	804	BASE JAIL DIVERSION	JAIL	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$50,596.30	\$0.00	A	1	Y			
9	804	BASE JAIL DIVERSION	JAIL	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$9,072.00	\$0.00	A	1	Y			
9	804	BASE JAIL DIVERSION	JAIL	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$9,072.00	\$0.00	C	1	Y		7	
TOTAL FOR SE# 9							<u>\$234,144.64</u>	<u>\$0.00</u>						
10	411	BASE NI MH PROMO AND PREV	NIMHPP	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$68,666.66	\$0.00	A	1	Y			
10	804	BASE NI MH PROMO AND PREV	NIMHPP	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$3,037.30	\$0.00	A	1	Y			
10	804	BASE NI MH PROMO AND PREV	NIMHPP	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$3,012.00	\$0.00	A	1	Y			
10	804	BASE NI MH PROMO AND PREV	NIMHPP	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$3,012.00	\$0.00	C	1	Y		7	
TOTAL FOR SE# 10							<u>\$77,727.96</u>	<u>\$0.00</u>						
12	804	BASE RENTAL ASSISTANCE	RNTAST	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$11,312.00	\$0.00	A	1	Y			
12	804	BASE RENTAL ASSISTANCE	RNTAST	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$124,260.98	\$0.00	A	1	Y			
12	804	BASE RENTAL ASSISTANCE	RNTAST	1/1/2024 - 6/30/2024	30 /SLT	\$0.00	\$145,080.00	\$0.00	C	1	Y		6	
12	804	BASE RENTAL ASSISTANCE	RNTAST	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$11,312.00	\$0.00	C	1	Y		7	
TOTAL FOR SE# 12							<u>\$291,964.98</u>	<u>\$0.00</u>						
15	411	BASE NI YOUNG ADULT HUB P	NIYAHP	1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$129,780.00	\$0.00	A	1	Y			

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024													
BASE NI YOUNG ADULT HUB													
15	804	NIYAHP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$5,846.75	\$0.00	A	1	Y		
BASE NI YOUNG ADULT HUB													
15	804	NIYAHP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$5,797.00	\$0.00	A	1	Y		
BASE NI YOUNG ADULT HUB													
15	804	NIYAHP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$5,797.00	\$0.00	C	1	Y		7
BASE NI YOUNG ADULT HUB P													
15	806	NIYAHP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$2,400.00	\$0.00	A	1	Y		
TOTAL FOR SE# 15							<u>\$149,620.75</u>	<u>\$0.00</u>					
BASE INVOICE SERVICES													
17	804	INVOIC		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$107,721.46	\$0.00	C	1	Y		4
TOTAL FOR SE# 17							<u>\$107,721.46</u>	<u>\$0.00</u>					
CMHS MH BLOCK GRANT													
20	301	BLOCK		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$101,442.67	\$0.00	A	1	Y		
BASE NON-RESIDENTIAL MENT													
20	804	MHNRMH		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$264,735.67	\$0.00	A	1	Y		
BASE NON-RESIDENTIAL MENT													
20	804	MHNRMH		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$15,379.33	\$0.00	A	1	Y		
BASE NON-RESIDENTIAL MENT													
20	804	MHNRMH		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$15,379.33	\$0.00	C	1	Y		7
TOTAL FOR SE# 20							<u>\$396,937.00</u>	<u>\$0.00</u>					
BASE ACUTE AND INTERMEDIA													
24	804	ACUTE		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$226,605.49	\$0.00	A	1	Y		
BASE ACUTE AND INTERMEDIA													
24	804	ACUTE		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$9,517.00	\$0.00	A	1	Y		
BASE ACUTE AND INTERMEDIA													
24	804	ACUTE		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$9,517.00	\$0.00	C	1	Y		7
TOTAL FOR SE# 24							<u>\$245,639.49</u>	<u>\$0.00</u>					
BASE CRISIS AND ACUTE TRA													
25	406	CATS		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$3,977.67	\$0.00	A 25A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
-----	------	-----------	---------------	-----------------	------------------	------	-------------------	--------------------------	---------	---------	------	-------------	-----

FISCAL YEAR: 2023-2024

FISCAL YEAR: 2023-2024														
		BASE	COMMUNITY CRISIS SER											
25	406	CRISIS	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$143,230.33	\$0.00	A	1	Y			
		BASE	CRISIS AND ACUTE TRA											
25	804	CATS	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$6,818.00	\$0.00	A	25A	1	Y		
		BASE	CRISIS AND ACUTE TRA											
25	804	CATS	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$51,802.33	\$0.00	A	25A	1	Y		
		BASE	CRISIS AND ACUTE TRA											
25	804	CATS	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$6,818.00	\$0.00	C	25A	1	Y	7	
		BASE	COMMUNITY CRISIS SER											
25	804	CRISIS	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$422,977.00	\$0.00	A	1	Y			
		BASE	COMMUNITY CRISIS SER											
25	806	CRISIS	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$368,282.67	\$0.00	A	1	Y			
		BASE	CRISIS AND ACUTE TRA											
25	815	CATS	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$106,039.00	\$0.00	A	25A	1	Y		
		TOTAL FOR SE# 25						<u>\$1,109,945.00</u>	<u>\$0.00</u>					
		CMHS	EARLY ASSESSMENT AN											
26	301	EASA	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$43,632.00	\$0.00	A	26A	1	Y		
		CMHS	EARLY ASSESSMENT AND											
26	331	EASA	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$41,250.00	\$0.00	A	26A	1	Y		
		BASE	EARLY ASSESSMENT AN											
26	804	EASA	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$6,938.00	\$0.00	A	26A	1	Y		
		BASE	EARLY ASSESSMENT AN											
26	804	EASA	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$165,186.00	\$0.00	A	26A	1	Y		
		BASE	EARLY ASSESSMENT AN											
26	804	EASA	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$6,938.00	\$0.00	C	26A	1	Y	7	
		TOTAL FOR SE# 26						<u>\$263,944.00</u>	<u>\$0.00</u>					
		BPSRBM	PSRB DESIG CLIENT											
30	804	PSRB	1/1/2024 - 6/30/2024	13	/SLT	\$465.27	\$68,729.67	\$0.00	A	1	Y			
		BPSRBM	PSRB DESIG CLIENT											
30	804	PSRB	1/1/2024 - 6/30/2024	0	/NA	\$0.00	\$2,563.00	\$0.00	A	1	Y			

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024													
		BPSRBM	PSRB	DESIG	CLIENT								
30	804	PSRB		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$2,563.00	\$0.00	C	1	Y		7
TOTAL FOR SE# 30							<u>\$73,855.67</u>	<u>\$0.00</u>					
		BASE	GERO	SPECIALISTS									
35	804	GERO		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$211.67	\$0.00	A 35A	1	Y		
		BASE	GERO	SPECIALISTS									
35	804	GERO		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$5,037.33	\$0.00	A 35A	1	Y		
		BASE	GERO	SPECIALISTS									
35	804	GERO		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$211.67	\$0.00	C 35A	1	Y		7
TOTAL FOR SE# 35							<u>\$5,460.67</u>	<u>\$0.00</u>					
		BASE	SUPPORTED EMPLOYMENT										
38	406	SUPEMP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$30,095.75	\$0.00	A	1	Y		
		BASE	SUPPORTED EMPLOYMENT										
38	804	SUPEMP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$1,264.00	\$0.00	A	1	Y		
		BASE	SUPPORTED EMPLOYMENT										
38	804	SUPEMP		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$1,264.00	\$0.00	C	1	Y		7
TOTAL FOR SE# 38							<u>\$32,623.75</u>	<u>\$0.00</u>					
		BASE	PATH GRANT										
39	313	PATH		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$48,468.50	\$0.00	A	1	Y		5
		BASE	PATH GRANT										
39	804	PATH		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$2,143.89	\$0.00	A	1	Y		5
		BASE	PATH GRANT										
39	804	PATH		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$90.00	\$0.00	A	1	Y		
		BASE	PATH GRANT										
39	804	PATH		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$90.00	\$0.00	C	1	Y		7
TOTAL FOR SE# 39							<u>\$50,792.39</u>	<u>\$0.00</u>					
TOTAL FOR 2023-2024							<u>\$3,572,675.76</u>	<u>\$0.00</u>					
FISCAL YEAR: 2024-2025													
		BASE	SYSTEM MANAGEMENT AN										
1	804	MHS01		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$69,634.86	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
-----	------	-----------	---------------	-----------------	------------------	------	-------------------	--------------------------	---------	---------	------	-------------	-----

FISCAL YEAR: 2024-2025

BASE SYSTEM MANAGEMENT AN													
1	804	MHS01		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$16,472.00	\$0.00	A	1	Y		
BCIVLM SYS MGT CO-12TH ST													
1	804	MHS01		7/1/2024 - 6/30/2025	0 /NA	\$4,387.59	\$52,651.08	\$0.00	A	1	Y		1
BCIVLM SYS MGT CO-EDGECLIFF													
1	804	MHS01		7/1/2024 - 6/30/2025	0 /NA	\$4,387.59	\$52,651.08	\$0.00	A	1	Y		2
BCIVLM SYS MGT CO-DESCHUTES													
1	804	MHS01		7/1/2024 - 6/30/2025	0 /NA	\$9,053.00	\$108,636.00	\$0.00	A	1	Y		3
BPSRBM SYS MGT CO-DESCHUTES													
1	804	MHS01		7/1/2024 - 6/30/2025	0 /NA	\$9,053.00	\$108,636.00	\$0.00	A	1	Y		3
TOTAL FOR SE# 1							<u>\$408,681.02</u>	<u>\$0.00</u>					
BASE AID & ASSIST PROJECT													
4	804	AAP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$325,230.40	\$0.00	A	1	Y		
BASE AID & ASSIST PROJECT													
4	804	AAP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$16,264.00	\$0.00	A	1	Y		
BASE AID & ASSIST PROJECT													
4	804	AAP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$81,307.60	\$0.00	C	1	Y		8
TOTAL FOR SE# 4							<u>\$422,802.00</u>	<u>\$0.00</u>					
BASE ASSERTIVE COMMUNITY													
5	804	MHACT		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$7,764.00	\$0.00	A	1	Y		
BASE ASSERTIVE COMMUNITY													
5	804	MHACT		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$184,848.98	\$0.00	A	1	Y		
TOTAL FOR SE# 5							<u>\$192,612.98</u>	<u>\$0.00</u>					
BASE NI JAIL DIVERSION													
9	406	NIJAIL		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$330,808.68	\$0.00	A	1	Y		
BASE JAIL DIVERSION													
9	804	JAIL		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$101,192.60	\$0.00	A	1	Y		
BASE JAIL DIVERSION													
9	804	JAIL		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$18,144.00	\$0.00	A	1	Y		
TOTAL FOR SE# 9							<u>\$450,145.28</u>	<u>\$0.00</u>					

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2024-2025													
		BASE	NI MH PROMO AND PREV										
10	411	NIMHPP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$137,333.32	\$0.00	A	1	Y		
		BASE	NI MH PROMO AND PREV										
10	804	NIMHPP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$6,024.00	\$0.00	A	1	Y		
		BASE	NI MH PROMO AND PREV										
10	804	NIMHPP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$6,074.60	\$0.00	A	1	Y		
					TOTAL FOR SE# 10		<u>\$149,431.92</u>	<u>\$0.00</u>					
		BASE	RENTAL ASSISTANCE										
12	804	RNTAST		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$248,521.96	\$0.00	A	1	Y		
		BASE	RENTAL ASSISTANCE										
12	804	RNTAST		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$22,624.00	\$0.00	A	1	Y		
		BASE	RENTAL ASSISTANCE										
12	804	RNTAST		7/1/2024 - 6/30/2025	30 /SLT	\$0.00	\$290,160.00	\$0.00	C	1	Y		6
					TOTAL FOR SE# 12		<u>\$561,305.96</u>	<u>\$0.00</u>					
		BASE	NI YOUNG ADULT HUB P										
15	411	NIYAHP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$259,560.00	\$0.00	A	1	Y		
		BASE	NI YOUNG ADULT HUB										
15	804	NIYAHP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$11,594.00	\$0.00	A	1	Y		
		BASE	NI YOUNG ADULT HUB										
15	804	NIYAHP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$11,693.50	\$0.00	A	1	Y		
		BASE	NI YOUNG ADULT HUB P										
15	806	NIYAHP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$4,800.00	\$0.00	A	1	Y		
					TOTAL FOR SE# 15		<u>\$287,647.50</u>	<u>\$0.00</u>					
		BASE	INVOICE SERVICES										
17	804	INVOIC		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$215,442.94	\$0.00	C	1	Y		4
					TOTAL FOR SE# 17		<u>\$215,442.94</u>	<u>\$0.00</u>					
		CMHS	MH BLOCK GRANT										
20	301	BLOCK		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$202,885.33	\$0.00	A	1	Y		
		BASE	NON-RESIDENTIAL MENT										
20	804	MHNRMH		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$529,471.33	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
-----	------	-----------	---------------	-----------------	------------------	------	-------------------	--------------------------	---------	---------	------	-------------	-----

FISCAL YEAR: 2024-2025

		BASE	NON-RESIDENTIAL MENT											
20	804	MHNRMH		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$30,758.67	\$0.00	A	1	Y			
							<u>\$763,115.33</u>	<u>\$0.00</u>						
TOTAL FOR SE# 20														

		BASE	ACUTE AND INTERMEDIA											
24	804	ACUTE		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$453,210.98	\$0.00	A	1	Y			
		BASE	ACUTE AND INTERMEDIA											
24	804	ACUTE		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$19,034.00	\$0.00	A	1	Y			
							<u>\$472,244.98</u>	<u>\$0.00</u>						
TOTAL FOR SE# 24														

		BASE	CRISIS AND ACUTE TRA											
25	406	CATS		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$7,955.33	\$0.00	A 25A	1	Y			
		BASE	COMMUNITY CRISIS SER											
25	406	CRISIS		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$286,460.67	\$0.00	A	1	Y			
		BASE	CRISIS AND ACUTE TRA											
25	804	CATS		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$13,636.00	\$0.00	A 25A	1	Y			
		BASE	CRISIS AND ACUTE TRA											
25	804	CATS		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$103,604.67	\$0.00	A 25A	1	Y			
		BASE	COMMUNITY CRISIS SER											
25	804	CRISIS		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$845,954.00	\$0.00	A	1	Y			
		BASE	COMMUNITY CRISIS SER											
25	806	CRISIS		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$736,565.33	\$0.00	A	1	Y			
		BASE	CRISIS AND ACUTE TRA											
25	815	CATS		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$212,077.00	\$0.00	A 25A	1	Y			
							<u>\$2,206,253.00</u>	<u>\$0.00</u>						
TOTAL FOR SE# 25														

		CMHS	EARLY ASSESSMENT AN										
26	301	EASA		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$87,264.00	\$0.00	A 26A	1	Y		
		CMHS	EARLY ASSESSMENT AND										
26	331	EASA		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$82,500.00	\$0.00	A 26A	1	Y		
		BASE	EARLY ASSESSMENT AN										
26	804	EASA		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$330,375.00	\$0.00	A 26A	1	Y		
		BASE	EARLY ASSESSMENT AN										

MODIFICATION INPUT REVIEW REPORT

MOD#: M0792

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2024-2025													
26	804		BASA	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$13,876.00	\$0.00	A	26A	1	Y	
TOTAL FOR SE# 26							<u>\$514,015.00</u>	<u>\$0.00</u>					
BPSRBM PSRB DESIG CLIENT													
30	804		PSRB	7/1/2024 - 6/30/2025	13 /SLT	\$465.27	\$137,459.33	\$0.00	A		1	Y	
BPSRBM PSRB DESIG CLIENT													
30	804		PSRB	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$5,126.00	\$0.00	A		1	Y	
TOTAL FOR SE# 30							<u>\$142,585.33</u>	<u>\$0.00</u>					
BASE GERO SPECIALISTS													
35	804		GERO	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$423.33	\$0.00	A	35A	1	Y	
BASE GERO SPECIALISTS													
35	804		GERO	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$10,074.67	\$0.00	A	35A	1	Y	
TOTAL FOR SE# 35							<u>\$10,498.00</u>	<u>\$0.00</u>					
BASE SUPPORTED EMPLOYMENT													
38	406		SUPEMP	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$60,191.50	\$0.00	A		1	Y	
BASE SUPPORTED EMPLOYMENT													
38	804		SUPEMP	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$2,528.00	\$0.00	A		1	Y	
TOTAL FOR SE# 38							<u>\$62,719.50</u>	<u>\$0.00</u>					
BASE PATH GRANT													
39	313		PATH	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$96,937.00	\$0.00	A		1	Y	5
BASE PATH GRANT													
39	804		PATH	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$4,287.78	\$0.00	A		1	Y	5
BASE PATH GRANT													
39	804		PATH	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$180.00	\$0.00	A		1	Y	
TOTAL FOR SE# 39							<u>\$101,404.78</u>	<u>\$0.00</u>					
TOTAL FOR 2024-2025							<u>\$6,960,905.52</u>	<u>\$0.00</u>					
TOTAL FOR M0792 026008							<u>\$10,533,581.28</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 12/27/2023

Contract#: 026008
REF#: 000

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services, as allocated within OHA's 2023-2025 Legislative Approved Budget (LAB), but only for the 18-month term of this Agreement, beginning on January 1, 2024 and ending June 30, 2025. This FAA may require modification by written amendment, or by administrative amendment (memo), provided that such administrative amendment is only used to change the fund source coding and not the amount of funding, to reflect the actual funding amounts remaining in the 2023-2025 LAB. It is OHA's intension to discontinue Calendar Year agreement terms and return the Financial Assistance Agreement (FAA) to a 2-year fiscal biennium term, beginning July 1, 2025, for the 2025-2027 Biennium.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0792 1A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at 12th Street RTH.

M0792 2A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Edgecliff House RTH.

M0792 3) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Deschutes Recovery Center SRTF.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 12/27/2023

Contract#: 026008
REF#: 000

M0792 4A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26 ,27, 28, 30, 34 and 36 from 01/01/2024 to 6/30/2025 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0792 5A) These funds may only be used in accordance with federal regulations related to Projects For Assistance In Transition From Homelessness (PATH) grant. B) Providers of MHS 39 Services shall conduct outreach to a minimum of 85 adult individuals including outreach to a minimum of 170 PATH-Eligible consumers between 01/01/2024 to 6/30/2025.

M0792 6) These funds are for MHS 12 Services. B) The funds subject to this special condition will be disbursed to County upon receipt of quarterly invoices from 1/1/2024-6/30/2025.

M0792 7) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.

M0792 8A) These funds are for MHS 04 Aid and Assist Client Services. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. Heading.** The heading of the Financial Assistance Award consists of the following information:
- (1) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.
 - (2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
 - (3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
 - (4) **Input Checked** is for OHA's internal use only.
 - (5) **Date Checked** is for OHA's internal use only.
- b. Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit F, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
- (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
 - (2) **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD's financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:
 - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
 - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds
 - (c) 331 Mental Health Block Grant (MHBG) American Rescue Plan Act of 2021 (ARPA)
 - (d) 341 Mental Health Block Grant (MHBG) Coronavirus Response and Relief Supplement Appropriations Act of 2021

- (e) 401 Mental Health Marijuana Tax – Other Funds
- (f) 402 Cares Act Coronavirus Relief Fund– Federal Funds
- (g) 406 Tobacco Tax New Investments – Other Funds
- (h) 411 Tobacco Master Settlement Account – Other Funds
- (i) 420 Beer and Wine Tax (20%) – Other Funds
- (j) 421 Beer and Wine Tax (40%) Treatment – Other Funds
- (k) 424 Intoxicated Driver Program Fund Outpatient – Other Funds
- (l) 426 Criminal Fines Assessment Prevention – Other Funds
- (m) 427 Marijuana Tax (20%) – Other Funds
- (n) 428 Ballot Measure 110 – State Funds
- (o) 450 Marijuana Tax (40%) – Other Funds
- (p) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
- (q) 560 State Opioid Response – Federal Funds
- (r) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (s) 804 Mental Health – General Funds
- (t) 806 Mental Health New Investments – General Funds
- (u) 807 Alcohol and Drug Treatment – General Funds
- (v) 810 Behavioral Health Planning Grants – General Funds
- (w) 811 Aid & Assist - General Funds
- (x) 887 Veterans Behavioral Health Lottery Dollars – Lottery Funds
- (y) 888 Gambling Treatment – Lottery Funds
- (z) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (aa) DDX Standard Fund Splits – Uses multiple fund types by percentage
- (bb) SBD Standard Fund Splits – Uses multiple fund types by percentage
- (cc) SBT Standard Fund Splits – Uses multiple fund types by percentage
- (dd) SDX Standard Fund Splits – Uses multiple fund types by percentage
- (ee) STD Standard Fund Splits – Uses multiple fund types by percentage

Additional fund numbers may be added during the term of this Agreement and in the Financial Assistance Award by using an Administrative Memo to Counties via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” section 18., “Notice.” to note the new code number and description.

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment. Changes to

the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, "Standard Terms and Conditions," Section 18., "Notice." County shall have 30 calendar days to request OHA replace the Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.

- (3) **Column 3, Proj Code:** This item is for OHA’s internal use only.
- (4) **Column 4, CPMS:** This item is for OHA’s internal use only.
- (5) **Column 5, Provider:** This is either the Provider’s name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.
- (6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method “A” (as described in Section (11), “Column 11, Part ABC,” below), these dates also specify the time period during which the approved Service funds will be disbursed to County.
- (7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period specified on that line of the Financial Assistance Award. This column will be blank, followed by “NA” if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three-character designations and have the following meanings:
 - (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.
 - (b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds as set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is

OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.

- (10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses incurred in initiating, expanding, or upgrading the specified Service, or for other special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit K of this Agreement and with startup procedures within the applicable Service Elements.
- (11) **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:
- (a) The letter 'A' indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, "Effective Dates."
 - (b) The letter 'B' indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.
 - (c) The letter 'C' indicates OHA will disburse the awarded funds in the manner specified in Column 16, "SP#."

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

- (12) **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.
- (13) **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.
- (14) **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:

- (a) The letter “Y” in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA’s funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.
 - (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.
 - (c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.
- (15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.
- (16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, the financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same Child and Adolescent Needs and Strengths (CANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line

has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT D
PAYMENT, SETTLEMENT, AND CONFIRMATION REQUIREMENTS**

1. OHA provides funding for Services through Part A, B, or C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” on lines in which column “Part ABC,” contains an “A” for Part A award, a “B” for Part B award, and a “C” for Part C award:
 - a. Funds awarded to County or Service Providers are subject to the following:
 - (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation and Disbursement” section, financial assistance requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate funding” means the total of all funding authorized in Exhibit C, “Financial Assistance Award.” The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding received by the County or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this financial assistance agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR funding is used to provide additional Service – increasing capacity – under the same Service Element for which payment from OHA and TPR was provided.

County must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. County is obligated to report to OHA, by email at hsd.contracts@odhsoha.oregon.gov, any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:

 - (a) OHA Contract name and number;
 - (b) Client name and date of birth;
 - (c) Service for which payment was received;
 - (d) Date of service covered by payment;
 - (e) Date of TPR payment received by County or Service Provider; and
 - (e) Amount of payment.
 - (2) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
 - (3) At no time will OHA pay above the Medicaid rate. Additionally, OHA will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <https://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
 - (4) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting

Requirements” sections of this Contract or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide funding for Services, or termination of County’s obligation to include the Program Area in which Services fall.

b. Part A awards:

OHA provides financial assistance for Services through Part A awards for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services, for Service Elements MHS 01, 09, 10, 12, 13, 15, 16, 20, 24, 25, 25A, 26, 27, 28, 31, 34, 36, and A&D 61, 63, 65, 66, and 67.

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for Services provided under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column “Part ABC,” shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC,” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
 - (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections or applicable special conditions.

c. Part B awards:

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but may be included for budgetary purposes.

- (1) Part B awards are calculated and applied as follows:
 - (a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental

Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at:

<https://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>.

- (b) OHA calculates the rates and then processes claims through OHA's MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <https://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and
- (c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

d. Part C awards:

(1) Part C awards are calculated and applied as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to hds.contracts@odhsoha.oregon.gov with the subject line "Invoice, contract # (your contract number), contractor name." Financial assistance provided by OHA shall be subject to the limitations described in this Agreement.

- (a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.
- (b) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

e. Start-Up awards:

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for A&D 60 and MHS 37 Services from funds identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the amount requested on

the Start-Up form submitted by County, subject to the requirements of Exhibit K, “Start-Up Procedures.” The total OHA financial assistance for all A&D 60 and MHS 37 activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 60 and MHS 37 as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance:

- (a)** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Start-Up funds awarded for A&D 60 and MHS 37 in a particular line of the Financial Assistance Award after OHA’s receipt, review, and approval of County’s properly completed “Start-Up Request & Expenditure Report,” as described in and in accordance with Exhibit L, “Start-Up Procedures.”
- (b)** After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

(f) Settlement and Confirmation of Performance Requirements:

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description.

(1) Agreement Settlement:

- (a)** Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Services under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of the Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

(b) Agreement Settlement for Start-Up Services:

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Start-Up and amounts due for Services based on actual allowable expenditures incurred in accordance with the Service Description and Exhibit L, “Start-Up Procedures.”

County shall submit all Start-Up Request and Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement, whichever is earlier, shall not be accepted nor any funds owed by OHA.

(2) **Confirmation of Performance and Reporting Requirements:**

County shall be required to demonstrate through the data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services falls and subject to the terms and limitations in this Agreement.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

1. **County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2023-2024 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2023. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2025 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for calendar year 2024. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
2. **Limitations on use of Financial Assistance Awarded for Addiction Treatment, Recovery, & Prevention Services.** Financial assistance awarded under this Agreement for Addiction Treatment, Recovery, & Prevention Services (as reflected in the Financial Assistance Award), may not be used to:
 - a. Provide inpatient hospital services;
 - b. Make cash payments to intended recipients of health services;
 - c. Purchase or improve land, or purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement 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.
3. County shall maintain separate fund balances for the Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling Services.
4. **County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0120 through 407-045-0955, as such statutes and rules may be revised from time to time.
5. **Trauma Informed Services** also referred to as **Trauma Informed Care (TIC)**. CMHP shall comply with OAR 309-019-0105(118) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care

(TIC) Policy located at <https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf>. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification, and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.
7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.
8. **Performance Standards and Quality Measures.** County shall comply with the following:
 - a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
 - b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (4) **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving Addiction Treatment, Recovery, & Prevention Services with funds

provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

- (5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to Addiction Treatment, Recovery, & Prevention Services only.
- (8) **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
 - (a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (b) **Supported Housing:** This measure is to count integrated housing for Individuals with Serious and Persistent Mental Illness (SPMI). The measure will be calculated based on the Individuals receiving rental assistance through the Rental Assistance Program and through the identification of Supported Housing in the community.
 - (c) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (d) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of

Individuals with a goal of improved attendance. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

- (e) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (f) **Oregon State Hospital (OSH) Ready to Transition List (RTT):** All Contractors need to work together to make sure when an Individual is deemed Ready to Transition, they are discharged timely and with the appropriate Services and supports. This measure will be calculated by identifying the length of time from RTT to discharge for Individuals at OSH under civil commitment. This measure applies only to Community Mental Health services.

9. Upon OHA’s identification of any deficiencies in the County’s performance under this Agreement, including without limitation failure to submit reports as required, failure to expend available funding, or failure to meet performance requirements, County shall prepare and submit to OHA within 30 calendar days a Corrective Action Plan (CAP) to be reviewed and approved by OHA. The CAP shall include, but is not limited to, the following information:

- a. Reason or reasons for the CAP;
- b. The date the CAP will become effective, with timelines for implementation;
- c. Planned action already taken to correct the deficiencies, as well as proposed resolutions to address remaining deficits identified, with oversight and monitoring by OHA; and
- d. Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

10. Reporting Requirement for MOTS

All Individuals receiving Services under Service Element(s) A&D 61, 62, 63, 64, 65, 66, 67, and/or MHS 01, 04, 05, 09, 13, 15, 20, 25, 25A, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA’s MOTS Reference Manual located, at: <https://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

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:

- a. 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 shall all have a license or letter of approval from the HSD or AMH;

- b. Providers that are subcontractors (can be a subcontractor or 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]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. 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).
- e. 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@dhsosha.state.or.us.

11. Funding Resource Availability

- a. Services described herein are subject to the availability of funds and resources in the community.
- b. The County acknowledges that OHA does not provide direct Services to Individuals described in MHS 4, 24 and 28; and that OHA provides financial assistance under this Agreement to assist the County in providing these Services to Individuals.
- c. If the County determines that it cannot reasonably meet the requirements in subsection a(2)(h)(ii) in MHS 4 related to the identification and placement of an Individual with a Provider outside of the state hospital within 60 calendar days from when the state hospital notifies the County that the Individual no longer requires state hospital level of care, then the County shall follow the resolution process described in subsections 11(f) and (g) of this Exhibit.
- d. If the County determines that it cannot reasonably meet the requirements in subsection a(2)(h) in MHS 24 related to the identification and placement of an Individual with a Provider outside of a state or community hospital within 60 calendar days from when the state or community hospital notifies the County that the Individual no longer requires hospital level of care, then the County shall follow the resolution process described in subsections 11(f) and (g) of this Exhibit.
- e. If the County determines that it cannot reasonably meet the requirements in subsection a(2)(c) in MHS 28 related to the identification and placement of an Individual with a Provider outside of the state hospital within 60 calendar days from when the state hospital notifies the County that the Individual no longer requires state hospital level of care, then the County shall follow the resolution process described in subsections 11(f) and (g) of this Exhibit.
- f. If the County determines that it cannot reasonably provide the Services described in subsections 11(c) through (e) of this Exhibit, the County shall:
 - (1) Develop a Plan of Resolution that provides the following information to OHA:

- (a) Identify the barrier(s) to providing the Service to the Individual including, but not limited to: insufficient funds, lack of Providers, Individual-specific barrier(s), or coordination issues with Providers, governmental bodies or contractors, or any other interested parties;
 - i. If the barrier is insufficient funding, provide OHA with specific information about the amount of funds that the County has left under this Agreement to provide Services under MHS 4, 24, or 28 for the remaining term of the Agreement;
 - ii. If the barrier is lack of Providers, identify the specific gaps in Provider capacity (e.g., level of care and geographic area);
 - iii. If the barrier is an Individual-specific barrier(s), provide information whether this is an exceptional case or likely to reoccur with other Individuals; or
 - iv. If the barrier is in coordination, identify the issue and the entities or persons involved.
 - (b) Provide information on how the County has already attempted to address the identified barrier(s), such as:
 - i. Requested proposals for contracts from new Providers;
 - ii. Used existing funds to develop and fund new Providers;
 - iii. Contacted OHA to discuss complex case management and the use of funds or need for additional funds for new Providers or Individual-specific Services; or
 - iv. Coordinated with other entities or persons involved in providing or funding the Services to the Individual under MHS 4, 24, or 28.
 - (c) Provide a plan on how to resolve the identified barrier(s); and
 - (d) Identify how OHA can assist the County in resolving the barrier(s).
- (2) Timely submit the Plan of Resolution to OHA , but no later than 10 business days from the date that the County determines it cannot provide the Services to the Individual due to insufficient funds, lack of Providers, Individual-specific barrier(s), or coordination issues;
 - (3) Meet with OHA within 10 business days of submitting the Plan of Resolution in order to discuss it, unless the timeframe is extended by the mutual written agreement of the County and OHA;
 - (4) If, after the meeting, OHA does not approve the Plan of Resolution, submit a first Revised Plan of Resolution to OHA within 10 business days of receiving OHA's notice of non-approval unless a longer period is specified in the notice; OHA will provide a rationale for why the plan was not approved in writing within 3 business days of the meeting if the plan is not approved.
 - (5) Implement the OHA-approved Plan of Resolution or OHA-approved Revised Plan of Resolution within the reasonable deadline set by OHA in its approval notice or by the mutually agreed upon deadline set by the County and OHA, whichever is longer.

- g.** If the County's Plan of Resolution and first Revised Plan of Resolution are not approved by OHA, the County shall elevate the issue to senior management or appropriate designee.
- (1)** The County's senior management or their designee shall meet with OHA's senior management or designee to discuss the first Revised Plan of Resolution and the ways OHA can support the County in resolving the issue within 10 business days from the date of OHA's notice of non-approval of the first Revised Plan of Resolution.
 - (2)** The County shall continue to submit Revised Plans of Resolution to OHA for review until it is approved by OHA. If the County and OHA agree that further revisions will not resolve the barriers or allow the County to provide the Services to the Individual, no further revisions of the Plan of Resolution will be required.
 - (3)** If a revised Plan of Resolution is approved by OHA, the County shall implement it within the reasonable deadline set by OHA in its approval notice or by the mutually agreed upon deadline set by the County and OHA, whichever is longer.
- h.** OHA agrees to provide the following support to the County for Services provided to Individuals under MHS 4, 24, and 28:
- (1)** Provide complex case management support to assist the County in locating placements or Services for Individuals with placement barriers (e.g., sex offender history, special medical needs, and dual diagnosis).
 - (2)** Assist the County in resolving coordination issues with Coordinated Care Organizations, CHOICE contractors, the Department of Human Services, and any other entities involved in providing or funding the Individual's Services.
 - (3)** Act as a good faith partner with the County to address shortages in staffing, capacity, or other needs required by the County to provide the Services to Individuals under MHS 4, 24, and 28.
 - (4)** If the County submits a Plan of Resolution or Revised Plan of Resolution under subsections 11(f) and (g) of this Exhibit, OHA shall:
 - (a)** Review the Plan of Resolution or Revised Plan of Resolution and set a meeting with the County;
 - (b)** Meet with the County within 10 business days of receiving the Plan of Resolution or Revised Plan of Resolution in order to discuss it, unless the timeframe is extended by the mutual written agreement of the County and OHA;

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT F
GENERAL TERMS AND CONDITIONS**

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
- (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
- (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.
- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1)** No County default, as described in Section 6 of Exhibit G, "Standard Terms and Conditions," has occurred.
- (2)** County's representations and warranties, as set forth in Section 4 of Exhibit G, "Standard Terms and Conditions," are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. Recovery of Financial Assistance.**
- (1) Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) **Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and

identified by County. OHA shall comply with County’s request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a)** If OHA believes there has been a Misexpenditure (as defined in Exhibit A “Definitions”) of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) County’s Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:
 - i.** Make a payment to OHA in the full amount of the Misexpenditure as identified by OHA in the notice; or
 - ii.** Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA’s notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, “Definitions,” County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County’s request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration.
 - ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A, “Definitions,” and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal

funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also pay to OHA the interest, if any, charged by the federal government on such amount.

- B.** If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

- C.** If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.
- D.** Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by OHA rule or an OHA writing that applied when the expenditure was made but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - II.** For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.

OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.
 - III.** The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
 - VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
 - VII. OHA rule does not authorize an expenditure that this Agreement prohibits.
- (d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the

future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties’ rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County’s recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a. County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement,.
 - (1) In addition to the financial assistance provided to County under this Agreement expressly for those Services, County may reallocate up to 10 percent (10%) of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) for other Services in that Program Area. The only Service Elements subject to this Award Adjustments section (1) and eligible for this 10% reallocation are: MHS 16, MHS 16A, MHS 17, MHS 20, MHS 30, MHS 31, MHS 34, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 38, MHS 39, and A&D 63, A&D 64, A&D 66, and A&D 67.
 - (2) In addition, to the financial assistance provided to County under this Agreement expressly for those Services, the County may reallocate up to 25 percent (25%) of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than Federal Funds) for other Services in that Program Area. The only Service Element subject

to this Award Adjustments section (2) and eligible for the 25% reallocation are: MHS 01, MHS 04, MHS 24, MHS 28, and MHS 28A.

(3) If County uses financial assistance described in the Financial Assistance Award in reliance on this Award Adjustments section (1) or (2) above, County shall promptly notify OHA in writing of such use.

- b. Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to the termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. **Amendments Proposed by OHA.**

a. **Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County’s receipt thereof and OHA’s offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA’s actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.

b. **Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County’s receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County’s receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA’s actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If

County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alternation. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a “Provider”) through a contract (a “Provider Contract”). Subject to the Provider Monitoring section below, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and those subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations, and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit I, “Required Provider Contract Provisions,” in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.
- 6. Provider Monitoring.** County shall monitor each Provider’s delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
- 7. Alternative Formats and Translation of Written Materials, Interpreter Services.**
- In connection with the delivery of Program Element services, County 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 County does not have access to such alternate formats, then County can request them from OHA.
 - b.** All written materials related to the services provided to the Client in the Client’s language. If County does not have access to such languages, then County 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. County 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 materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County 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 County, in the prevalent non-English language(s) within the County service area.

- 8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
 - a. Client, Service, and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
- 9. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Exhibit G, Termination section; or (c) termination by the County, in accordance with Exhibit G, Termination section, of County's obligation to include in its CMHP a Program Area that includes that Service.
- 10. **OHA Reports.**
 - a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County's Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
- 11. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
- 12. **Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in

attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<https://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

- 13. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
- 14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.
- 15. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 16. Purchase and Disposition of Equipment.**
- a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network;

- (2) Personal Computer;
- (3) Printer/Plotter;
- (4) Server;
- (5) Storage device that will contain client information;
- (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
- (7) Software, when the acquisition cost is \$100 or more.

b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:

- (1) Description of the Equipment;
- (2) Serial number;
- (3) Where Equipment was purchased;
- (4) Acquisition cost and date; and
- (5) Location, use, and condition of the Equipment.

County shall provide the Equipment inventory list electronically to the Agreement Administrator at hsd.contracts@odhsoha.oregon.gov no later than 45 calendar days following the end of this Agreement. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.

- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a Special Condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Disbursement and Recovery of Financial Assistance above.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT G
STANDARD TERMS AND CONDITIONS**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and 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 OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145, (e) 45 CFR 164 Subpart C, 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. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA 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.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade, or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards, and requirements set forth in the Financial Assistance Award, applicable Service Description, and applicable Specialized Service Requirement.
- b. OHA represents and warrants as follows:
- (1) **Organization and Authority.** OHA has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid, and binding obligation of OHA, enforceable in

accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. **Ownership of Intellectual Property.**

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free, and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

- c. County: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing;
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets; or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect); or
- e. The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards, and requirements set forth in the Financial Assistance Award and applicable Service Description.

7. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if County does not obtain funding, appropriations, and other expenditure authorizations from County's governing body, federal, state, or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations, and other expenditure authorizations from federal, state, or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - (4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed, or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.
- c. OHA and County agree that this Agreement extends to September 1, 2025, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, "Financial Assistance

Award”) for Services performed, or not performed, by County during the 2024calendar year and first quarter of the 2025-2027 biennium, prior to July 1, 2025. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after June 30, 2025.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA’s obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA’s obligation to provide financial assistance for that Service.

(2) Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.

(3) Upon termination of County’s obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to

County under this Agreement for System Management and Coordination – Community Mental Health Services (MHS 01) and System Management and Coordination - Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County’s obligation to include the Program Area, in which that Service falls, in County’s CMHP; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County’s obligation to include the Program Area, in which that Service falls, in County’s CMHP.

(4) Upon termination of County’s obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. Disbursement Limitations. Notwithstanding subsections (a) and (b) above:

(1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and

(2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

d. Survival. Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County’s right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement

process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit F. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable, good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

- 10. Insurance.** County shall require Providers to maintain insurance as set forth in Exhibit J, "Provider Insurance Requirements," which is attached hereto.
- 11. Records Maintenance; Access and Confidentiality.**
- a. Access to Records and Facilities.** OHA, 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 the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
 - b. Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.
 - c. Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
 - d. Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:

- (1) Client identification;
- (2) Problem assessment;
- (3) Treatment, training, 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 OHA in administrative rules.

County 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 years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants County, its Provider(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its Provider(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
 13. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
 14. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
 15. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any

greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
 500 Summer Street NE, 5th floor
 Salem, OR 97301
 Telephone: 503-945-5818 Facsimile: 503-378-4324
 E-mail address: _____

COUNTY: Contact Name: _____
 Title: _____
 Street Address: _____
 City, State Zip: _____
 Telephone: _____ Facsimile: _____
 E-mail address: _____

- 19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
- 21. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The

failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

22. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful, and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the State is jointly liable with the County (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. **Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("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 County's Provider 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.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT H
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit G, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal 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 Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Providers to 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 Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency** . County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying**. By signing this Agreement, the County certifies, to the best of the County’s knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract 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 County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient 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 30 calendar days of completion. If a sub recipient 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.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers 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.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County 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 County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County 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, County'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 Agreement 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 Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar 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) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement 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 County's employee, officer, agent, or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent, or Provider'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 (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 10. Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a) (27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 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. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid 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, Providers 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.** County 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, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
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 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 who 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 County provides A&D 61 and A&D 62 Services, County 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 County provides any Addiction Treatment, Recovery, & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, County 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 County has insufficient capacity to provide treatment Services to a pregnant woman, County 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 County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County 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 County receives a request for admission to treatment from an intravenous drug abuser, County 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 County is made;
 - (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; or
 - (c) If County 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 County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County 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 County; 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 County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For 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 County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County 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, County 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 (except as provided in Exhibit F, “General Terms and Conditions,” Section 7., “Alternative Formats and Translation of Written Materials, Interpreter Services”).
 - (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.** County 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 by OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services funded through this Agreement 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 County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking

and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- k. Client Authorization.** County 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. County 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 Part 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 Agreement 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 County shall comply with those restrictions.

- 18. Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County 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 County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement 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.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT I
REQUIRED PROVIDER CONTRACT PROVISIONS**

- 1. Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
- a.** Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b.** If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c.** If this Contract requires Provider to deliver Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
 - (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); or
 - (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 Agreement 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.** Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider 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 Provider 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 Provider 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. Provider, if subject to this requirement, shall at Provider'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 Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement 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 Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies, and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 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, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider 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 Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) 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.

Provider 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 years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider 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 Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client 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; and
- (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@dhsosha.state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Provider 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 Provider does not have access to such alternate formats, then Provider 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 Provider does not have access to such languages, then Provider 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. Provider 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 materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider 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 Provider, in the prevalent non-English language(s) within the Providers service area.

4. **Reporting Requirements.** Provider 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 disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 14. "Disclosure."
5. **Compliance with Law.** Provider 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, Provider 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

Provider, 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, Provider 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 Provider is a State of Oregon governmental agency, Provider 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, Provider 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 Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider 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. Provider 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 Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider'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. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT J
PROVIDER INSURANCE REQUIREMENTS**

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"); and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. 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. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:** **Required by OHA** **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following Services:	Required Insurance Amount:
A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 80, A&D 81, A&D 82, 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 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39,	\$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28B, MHS 31	\$2,000,000

3. Commercial General Liability: Required by OHA Not required by OHA.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following services:	Required Insurance Amount:
, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, MHS 06, , 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 28B, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39	\$1,000,000

4. **Automobile Liability:** **Required by OHA** **Not required by OHA.**

Automobile Liability Insurance covering 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”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, 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 34A, MHS 36, MHS 37, MHS 39,	\$1,000,000
MHS 27, MHS 28, MHS 28B	\$2,000,000

- 5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees, and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- 6. **Notice of Cancellation or Change.** The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 7. **“Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the Provider shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider’s completion and County ’s acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
- 8. **Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT K
START-UP PROCEDURES**

**Addiction Treatment, Recovery, & Prevention, and Problem Gambling (Service Element A&D 60)
Community Mental Health (Service Element MHS 37)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

1. Basis and Method of Payment

- a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e., the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86

Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. Special Written Approval Authorizations

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

a. WHEN LEASING:

- (1) Acquisition of real property, vehicles, or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. OTHER:

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. Release of Payments

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. Start-Up Expenditure Documentation Maintained by County

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. Dedicated Use Requirement

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. Removal of Liens

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling

1. Policies: Start-Up funds:

- a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
- b. Must be expended only for items and services listed below.
- c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.
- d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

2. Allowable Costs

- a. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - (1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;
 - (2) OPE costs; and
 - (3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
- b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.
 - (1) Lease/mortgage payments and deposits;
 - (2) Property taxes and maintenance fees not included in lease or mortgage payments;
 - (3) Utility costs, including hook-up fees;
 - (4) Equipment rental costs; and
 - (5) Initial insurance premiums (general liability and professional liability insurance).
- c. **Program Staff Training:** Up to 2 weeks for program staff, or as otherwise approved by OHA:
 - (1) Training materials;
 - (2) Training fees;
 - (3) Trainer fees; and
 - (4) Travel costs (excluding out of state).
- d. **Services and Supplies:**
 - (1) Program and office supplies; and
 - (2) Initial supplies of food, maintenance, and housekeeping items.

e. **Capital Outlay:**

- (1) Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;
- (2) Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- (3) Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- (4) Vehicle purchases or down payments; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- (5) Renovation of real property costing less than \$10,000.

**2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT L
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

Deschutes County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 01	System Management and Coordination		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Substance Use Disorder Residential Treatment Services		N/A	
A&D 62	Supported Capacity For Dependent Children Whose Parents Are In Adult Substance Use Disorder Residential Treatment		N/A	
A&D 63	Peer Delivered Services		N/A	
A&D 64	Housing Assistance		N/A	
A&D 66	Community Behavioral And Substance Use Disorder Services	Subrecipient	SAPT	93.959
A&D 67	Substance Use Disorder Residential & Day Treatment Capacity		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	
A&D 84	Problem Gambling Client Finding Referral Pathways Outreach Services		N/A	

MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services (ACT)		N/A	
MHS 09	Jail Diversion Services		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 17	Non-OHP Community and Residential Assistance		N/A	
MHS 20	Non-Residential Community Mental Health Services For Child , Youth and Adults	Subrecipient	MHBG	93.958
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 25A	Mobile Response and Stabilization Services (MRSS) for Children, Young Adults and their Families		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition		N/A	
MHS 26A	Non-Residential Mental Health Services For Youth & Young Adults in Transition - Early Assessment and Support Alliance (EASA)	Subrecipient	MHBG / MHBG ARPA	93.958 / 93.958
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board		N/A	
MHS 35	Older or Disabled Adult Mental Health Services		N/A	

MHS 35A	Older or Disabled Adult Mental Health Services - GERO-Specialist		N/A	
MHS 35B	Older or Disabled Adult Mental Health Services - APD Residential		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)	Subrecipient	PATH	93.150



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 14, 2024

SUBJECT: Deliberations: Draft 2020-2040 Transportation System Plan Update

RECOMMENDED ACTIONS:

1. Conduct deliberations as described below.
2. Either continue deliberations to a future meeting, or, if the Board concludes its deliberations, then:
 - a. Move to adopt the TSP Update as presented;
 - b. Move to adopt the TSP Update with amendments; or
 - c. Deny the TSP Update.

BACKGROUND AND POLICY IMPLICATIONS:

On February 14, 2024, the Board of County Commissioners (Board) will deliberate on the County's drafted 2020-2040 Transportation System Plan (TSP) Update. The Board is not limited to the issue areas outlined in the attached Decision Matrix (Attachment 2); rather, the Commissioners may deliberate on any desired topics from the public record which they deem pertinent. If the Board determines that additional deliberations are necessary, staff will schedule a future meeting for continued deliberations. If the Board concludes its deliberations during the February 14, 2024, meeting, the Board may then vote on whether to adopt the plan as drafted, adopt the plan with amendments, or deny the plan. If the Board renders a vote during the February 14, 2024, meeting, staff will present a draft ordinance and relevant exhibits at a future meeting.

The full record of the Draft 2020-2040 Transportation System Plan (TSP) Update (Files 247-23-000507-PA, 508-TA) is located on the project webpage:

<https://www.deschutes.org/cd/page/transportation-system-plan-update-2020-2040-247-23-000507-pa-508-ta>

BUDGET IMPACTS:

The draft TSP document outlines cost estimates associated with various transportation improvement projects for the 2020-2040 planning period.

ATTENDANCE:

Tarik Rawlings, Senior Transportation Planner

Chris Doty, Road Department Director

Cody Smith, County Engineer/Assistant Road Department Director



MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)

FROM: Tarik Rawlings, Senior Transportation Planner

DATE: February 7, 2024

SUBJECT: Continued Deliberations: Draft 2020-2040 Transportation System Plan (TSP)

The Road Department, with the assistance of the Community Development Department (CDD), has prepared an update of the 2010-2030 Deschutes County Transportation System Plan (TSP), covering the years 2020-2040. The TSP focuses on County arterials and collectors as well as bicycles, pedestrians, transit, and other modes. Following a public hearing on November 29, 2023¹, and initial deliberations on February 7, 2024, the Board of County Commissioners (Board) will engage in continued deliberations on February 14, 2024.

I. BACKGROUND

The County selected Kittelson & Associates Inc. (KAI) as the consultant for the 2020-2040 TSP. The County and KAI prepared the draft of the 2020-2040 TSP based on technical analysis, public comments, and internal staff review. During the plan development process, KAI and County staff from the Road Department and Planning Division have coordinated with Oregon Department of Transportation (ODOT) and staff from other local jurisdictions. KAI and County staff reviewed a proposal from the County Bicycle and Pedestrian Advisory Committee (BPAC) on future road improvements and connectors. Additionally, KAI and the County held an on-line presentation from April 27 to May 14, 2021, including an online public meeting on May 4, 2021, to solicit public comment. The on-line presentation included technical memos on plans and policy reviews, goals and objectives, and needs analyses of existing and future conditions.

The background materials were posted at the following link:

<https://kaiproject.com/websites/68/>

The full record including public and agency comments is included at the following project-specific website: <https://www.deschutescounty.gov/cd/page/transportation-system-plan-update-2020-2040-247-23-000507-pa-508-ta>

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-139>

The Deschutes County Planning Commission (PC) held a public hearing² on August 10, 2023 and held deliberations on October 12, 2023³. Ultimately, the PC issued a recommendation to the Board, which is reviewed later in this memorandum. Following a public hearing on November 29, 2023⁴, the Board extended the open record period until December 6, 2023 at 4pm to collect any additional testimony. On December 20, 2023, staff engaged the Board in a pre-deliberation update where the Board was asked to identify the pertinent issue areas they would like presented through a decision matrix during future deliberations⁵. On January 10, 2024, the Board elected to reopen the record through Board Order 2024-003, allowing for additional materials in record until January 31, 2024, at 4pm⁶. Staff has prepared a decision matrix reflecting the Board's input from the December 20, 2023, pre-deliberation update, attached to this memorandum.

II. PUBLIC TESTIMONY

Overall, approximately 374 written comments were received from both individuals and public agencies. The main topics within the public testimony were highlighted for the Board during their November 29, 2023 public hearing. Of the highlighted public testimony topics, staff emphasizes the following topics which were directly referenced during the November 29, 2023 public hearing and in written comments leading up to the public hearing:

- Allowance/disallowance of multi-use pathways in the rural county related to wildlife values and resource-zoned lands;
- Multi-use pathway connection between the City of Sisters and Black Butte Ranch (BBR);
- Potential development of a footbridge across the Deschutes River near the Brookwood neighborhood of Deschutes River Woods;
- Concerns regarding Local Access Roads in Special Road District #1, including replacement of the canal crossing (culvert) on Island Loop Way; and
- Priority status elimination for BPAC Bicycle Route Community Connections

As a reminder, the written comments in public record appear at the following project-specific website under the tabs labeled "Comments & Submittals – Agencies", "Comments & Submittals – Public", "BOCC Hearing – Public Comments", and "BOCC Hearing – New Evidence & Testimony": <https://www.deschutescounty.gov/cd/page/transportation-system-plan-update-2020-2040-247-23-000507-pa-508-ta>

The Sisters-BBR multi-use pathway connection has generated numerous e-mails and phone calls, some prior to the initiation of the TSP public process and some during the Comprehensive Plan process. Regarding the subject land use before the Board, the bulk of the submitted written comments have been in opposition with a smaller amount being in favor. Recurring themes from those opposed include concerns about the public using private paths in BBR; adverse effects to the

² <https://www.deschutes.org/bc-pc/page/planning-commission-38>

³ <https://www.deschutes.org/bc-pc/page/planning-commission-41>

⁴ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-139>

⁵ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-145>

⁶ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-146>

forest; potential trespassing; criminal activity; attracting transients; disruption to wildlife; and safety. (Staff notes the multiuse path would lie on Deschutes National Forest (DNF) land and/or ODOT right of way, which each have their own regulations and environmental review processes.)

Concerning multi-use pathways generally, the TSP (at Table 5.6 - Bicycle Route Community Connections) describes and prioritizes connections between various cities, unincorporated communities, and destination resorts. Table 5.7 (Bicycle Route Recreation Connections) provides similar information about these corridors. Neither table lists specific design aspects such as precise routes, widths, surface type, etc., as those variables would be determined prior to actual construction. No specific alignments are identified or mapped, except for the Bend-Lava Butte Trail, which appears as S-3 on Figure 5-4 (ODOT Facility Changes). The TSP tables were prepared based on input from the Deschutes County Bicycle and Pedestrian Advisory Committee (BPAC). There has been a mix of public input regarding the overall allowance of multi-use pathways in Deschutes County with the bulk of testimony opposed to a full prohibition of multi-use pathways and additional comments in support of the prohibition based on wildlife habitat and resource-zoned property sensitivities.

Regarding the specific improvements requested for the Island Loop Way canal crossing/culvert and the larger Three Rivers community in general, the Road Department Director Chris Doty has provided individual responses to multiple comments received from the Three Rivers community related to project feasibility, funding, and legal constraints. Stakeholders have been referred to Special Road District #1 for maintenance and operational concerns within the District.

Van Dyke LUBA Case Law

Staff notes the *Van Dyke* LUBA case law has been raised in record and may be pertinent to the review of multi-use pathways as referenced in the updated TSP document. Staff presents the relevant case law, below, through the framing of two relevant questions related to pathways.

Question 1: How are conflicts handled between farm or forest uses and trails on resource lands?

Van Dyke I (LUBA 2018-061)

The above-referenced decision involved an appeal against Yamhill County's Ordinance 904, which authorized the development of a recreational trail within a portion of a former railroad corridor. Petitioners, who owned agricultural land adjacent to the proposed trail, raised concerns about the trail's impact on farming practices, particularly regarding pesticide use. They argued that the trail's development would necessitate new restrictions on pesticide application, significantly changing accepted farm practices in violation of ORS 215.296. However, the Land Use Board of Appeals (LUBA) remanded the decision, finding that the county failed to adequately assess and make findings on the potential impacts of the trail on farming practices as required by ORS 215.296.

Staff notes that, based on *Van Dyke I (LUBA 2018-061)*, trails are considered conditional uses subject to the Farm Impacts Test.

Question 2: How are conflicts handled between farm or forest uses and trails along a zone boundary (for example, EFU zoning adjacent to RR10 zoning)?

Van Dyle II (LUBA 2019-047)

In the above-referenced decision, the Land Use Board of Appeals (LUBA) concluded that the proposed recreational trail did not significantly change accepted farm practices or significantly increase the cost of these practices along a zone boundary. LUBA agreed with the county's argument that off-site pesticide application is not an accepted farm practice, and thus, the presence of the trail would not impose additional restrictions on pesticide use on the adjoining farmlands. This decision effectively allowed the construction of the trail, as it was found to comply with the farm impacts test under Oregon's land use laws.

Legal Counsel and staff are available if there are any further questions on the above-mentioned LUBA case law.

III. PLANNING COMMISSION REVIEW

Staff held a June 22, 2023, work session⁷ with the PC to provide an overview of the updated TSP and the process to create it. The PC held a public hearing⁸ on August 10, 2023, on the draft 2020-2040 TSP. The PC closed the oral record and left the written record open until 4 p.m., August 24, 2023. Staff provided an update on record submittals during the August 24, 2023 Planning Commission meeting⁹. The PC held deliberations¹⁰ on October 12, 2023, ultimately making a recommendation to the Board to adopt the TSP document including five (5) amendments, presented below in no particular order:

- Removal of the Conceptual Multi-use Pathway Connection between City of Sisters and Black Butte Ranch. (6 Commissioners in favor, 1 Commissioner in opposition)
- Changing the Multi-use Pathway Connection between Baker Road and Lava Butte to be located on the west side of Highway 97 rather than the east side. (7 Commissioners unanimously in favor)
- Changing the priority status for the 2nd Street/Cook Ave sidewalks in Tumalo project (Table 5.5 ID BP-3) from Medium to High. (6 Commissioners in favor, 1 Commissioner absent)
- Changing the priority status for the US 20/Powell Butte Highway Roundabout project (Table 5.4 ID S-9) from Low to High. (6 Commissioners in favor, 1 Commissioner absent)
- Changing the priority status for the US 20/Locust St Roundabout project (Table 5.4 ID S-11) from Low to High and noting that the project, with contributions from Deschutes County, City of Sisters, and ODOT, is funded for construction in 2024. (6 Commissioners in favor, 1 Commissioner absent)

⁷ <https://www.deschutes.org/bc-pc/page/planning-commission-30>

⁸ <https://www.deschutes.org/bc-pc/page/planning-commission-38>

⁹ <https://www.deschutes.org/bc-pc/page/planning-commission-39>

¹⁰ <https://www.deschutes.org/bc-pc/page/planning-commission-41>

Throughout deliberations, the Planning Commission entertained other motions including the allowance of multi-use pathways generally within the County jurisdiction and dark skies standards. On both motions, the Planning Commission's vote resulted in a tie, leading to the failure of those motions. Staff includes this information to illustrate how the Planning Commission was generally closely aligned on certain deliberative aspects of these topics, but ultimately diverged on some of the more detailed points.

IV. NEXT STEPS

The Board is, of course, not limited to the issue areas outlined in the attached Decision Matrix (Attachment 2) and the Commissioners are welcome to deliberate on any desired topics from public record that they deem pertinent. If the Board determines that additional deliberations are necessary, staff will work with the Board to schedule a future meeting for continued deliberations. If the Board concludes their deliberations during the February 14, 2024 meeting, the Board may then vote on whether to adopt the plan as drafted, adopt the plan with amendments, or deny the plan. If the Board renders a vote during the February 14, 2024 meeting, staff will coordinate with the Board to return for a future meeting during which a draft ordinance and relevant exhibits will be presented and a first reading of the ordinance initiated.

V. CONCLUSION

Staff is prepared to answer any questions.

Attachments:

- 1. Draft 2020-2040 Transportation System Plan*
- 2. Decision Matrix*

DESCHUTES COUNTY TRANSPORTATION SYSTEM PLAN

August 2023

DRAFT





Deschutes County Transportation System Plan

Deschutes County, Oregon

Prepared for

Deschutes County

Prepared by:

Kittelson & Associates, Inc.

August 2023

Contents

- 01 | INTRODUCTION 5**
 - Prioritized Investments For The Future6
 - TSP Organization8
 - Purpose9
 - Guiding Principles And Context9
 - Regional Coordination & Community Engagement10
- 02 | GOALS AND POLICIES 11**
 - Goal 1: Coordination And Collaboration11
 - Goal 2: Safety12
 - Goal 3: Mobility And Connectivity13
 - Goal 4: Economic Development14
 - Goal 5: Equity And Accessibility15
 - Goal 6: Sustainability And Environment16
 - Goal 7: Strategic Investments16
- 03 | NEEDS ASSESSMENT AND EVALUATION 17**
 - Existing Transportation System Conditions17
 - Basis Of Need Assessment18
 - Evaluation Of Transportation System Alternatives to Address Identified Needs19
- 04 | PROVIDING MULTIMODAL SYSTEMS 21**
 - The Roadway System21
 - County Roadway Cross-Section Standards23
 - Federal Lands Access Program Roadways25
 - State Highway Design Standards25
 - The Pedestrian System27
 - The Bicycle System27
 - Transit Services29
 - Rail Service29
 - Pipelines And Waterways29
 - Air Service29
 - Bridges30
 - Vehicular Performance Standards30

- 05 | TRANSPORTATION INVESTMENT PRIORITIES31**
 - Project Costs.....31
 - Intersection Changes32
 - Roadway Changes35
 - Pedestrian Facilities48
 - Bicycle Facilities51
 - Bridges.....56
 - Federal Lands Access Program Roadways58
 - Transit61
 - Transportation Safety Action Plan Projects61

- 06 | FUNDING 63**
 - Funding Sources.....63
 - Funding Projections – 20 Year Estimate64
 - Capital Funding Estimate65
 - Road Moratorium Evaluation66
 - Impacts of Lifting the Road Moratorium66
 - Local Access Road Tools And FAQs68

01 | INTRODUCTION

Deschutes County is located in the heart of Central Oregon with the Cascade Mountain Range to the west and the High Desert plateau to the east. The County covers 3,055 square miles of natural beauty, outdoor recreation, and is home to a growing economy. For the last two decades, Deschutes County has experienced rapid population growth and has become a national destination for new residents, visitors and a center for economic prosperity and progress. In the past 10 years, the population of the County has increased by more than 40 percent to more than 200,000 people today; only 33 percent of the County’s residents live in the unincorporated and rural areas.

With this unprecedented growth, Deschutes County faces the challenges of maintaining, funding, and planning for a transportation system that both enhances the health and well-being of residents and supports long-term economic resilience for businesses, tourism and recreation. The County’s transportation system must accommodate traffic passing through enroute to destinations elsewhere in the region, the day-to-day travel needs of its residents and those employed here in addition to the influx of visitors during the winter and summer months.

The County also is home to US 97 and the Redmond Municipal Airport, which are two of the crucial components of Oregon’s Resilience Plan in the event of a Cascadia Subduction Zone Event (an earthquake and/or tsunami striking the Oregon coast). With limited funding for new transportation infrastructure, as well as built and natural environmental considerations, the County must balance the need to preserve its existing transportation system with strategic changes to the system that enables these needs to be met during the next 20 years.

The County’s Transportation System Plan (TSP) was last updated in 2012. This updated TSP provides a coordinated guide for changes to the County’s transportation infrastructure and operations over the next 20 years. Planning for the County’s future transportation reflects regional and community goals and values, supports local and regional economic development activities, and enhances the quality of life that residents and visitors enjoy and expect.



PRIORITIZED INVESTMENTS FOR THE FUTURE

The identified list of priorities for future transportation investments reflects the County’s commitment to prioritizing changes to the transportation system that reflect its focus on preserving and maintaining its existing

investments. This list of capital investments identified in the TSP will be reviewed and prioritized as part of the County’s regular budgeting efforts. For reference purposes, **Figure 1-1** shows how the County prepares its annual prioritization and budget for maintenance, operation, and capital expenditures.

Figure 1-1: Hierarchy of Expenditures and Investment



The list of prioritized investments in the TSP is based on this hierarchy and was developed assuming:

1. Current maintenance and operational standards remain in place.
2. The County’s existing Road Moratorium (Resolution 2009-118), which limits acceptance of new road miles into the County maintenance system, remains in place.
3. Existing funding levels remain in place and are occasionally adjusted legislatively to a level that will roughly match inflation.
4. No significant additional local funding mechanisms are developed or implemented.
5. State and Federal grant programs are available at approximately the same historical intervals and funding levels.

With this backdrop, the County refined the list of possible TSP projects by working with its residents, policy-makers, and partner agency staff and performing technical analyses of roadways, intersections, bike facilities, transit, walking routes, and transportation safety. Many of the identified projects help to support plans adopted by the local cities, the Oregon Department of Transportation (ODOT), other County planning efforts, the County’s Transportation Safety Action Plan (TSAP) and/or local refinement and facility plans. Some of the other considerations that shaped the final list of recommended investments include:

- Balancing impacts to existing and developable parcels with County-wide and community needs;
- Minimizing impacts to Goal 5 resources (natural resources, scenic and historic areas, and open spaces);
- Supporting and enhancing key state and regional economic plans and priorities;
- Identifying key intersections that could be changed in the future to address known safety and/or anticipated capacity needs;
- Prioritizing roadway corridors where strategic investments may be needed to help support future growth and economic development in the region, enhance the safety of all users and/or strengthen connections between areas of the County and to other areas in Central Oregon;
- Providing regional bicycle connections that could serve broad transportation functions, such as commuting, recreation, or daily services;
- Modifying key bridges as funding and/or other opportunities arise;
- Leveraging opportunities for future system changes that could be provided using funds from the Federal Lands Access Program (FLAP), particularly for transportation facilities providing connections to key recreational areas and economic development priorities adjacent to/and or located within Federal lands;

- Coordinating with Cascades East Transit (CET) on projects that can help increase service to the unincorporated areas of the County as well as to the High Desert Museum and Lava Lands Visitor Center;
- Enhancing access to the Redmond Municipal Airport and Bend Municipal Airport; and,
- Leveraging funding opportunities with key partner agencies and private investments.

The list of transportation investments are organized into the following categories for implementation based on complexity, likely availability of funding, and assessment of need:

- Intersection changes;
- Roadway segments, including changes to functional classification;
- ODOT intersections and roadways;
- Pedestrian facilities;
- Bicycle facilities;
- Bridges;
- FLAP projects;
- Transit; and,
- Safety.

Table 1-1 shows the list of identified projects by category and by prioritization. In reviewing this table, it is important to note that some projects may be accelerated and others postponed due to changing conditions, funding availability, public input, or more detailed study performed during programming and budgeting processes. Further, project design details may change before construction commences as public input, available funding, and unique site conditions are taken into consideration. Projects identified herein may be funded through a variety of sources including federal, state, county or local transportation funds, system development charges (SDCs), through partnerships with private developers, or a combination of these sources. In addition, as part of TSP implementation, the County will continue to coordinate with ODOT and the local communities regarding project prioritization, funding, and construction.

Table 1-1: Total Cost of Prioritized TSP Investments

Project Category	Estimated Cost by Priority			Total Cost
	High	Medium	Low	
Intersection Changes	\$11,530,000	\$14,900,000	\$2,100,000	\$28,530,000
Roadway Changes	\$6,100,000	\$25,000,000	\$57,500,000	\$88,600,000
County Share of ODOT Intersections	\$19,100,000	\$3,000,000	\$19,000,000	\$41,100,000
Pedestrian Facilities	\$600,000	\$3,600,000	\$2,100,000	\$6,300,000
Bridges	\$5,700,000	\$2,400,000	\$7,900,000	\$16,000,000
County Share of FLAP Projects	\$600,000	\$3,700,000	\$4,500,000	\$8,800,000
Total	\$43,630,000	\$52,600,000	93,100,000	\$189,330,000

The remainder of this chapter outlines the organization of the TSP as well as a summary of public engagement activities and compliance of the TSP with some of the regulatory requirements.

TSP ORGANIZATION

The TSP is comprised of two volumes. Volume 1 is the main document and includes the items that will be of interest to the broadest audience. Volume 2 contains the technical memoranda, data, and related transportation plans that enhance and support Volume 1.

Volume 1 includes the following:

- Chapter 1 – a brief overview of the planning context for the TSP;
- Chapter 2 – goals and policies that express the County’s long-range vision for the transportation system;
- Chapter 3 – the transportation system deficiencies and needs as well as the process to develop the TSP’s list of planned capital improvements and transportation programs;
- Chapter 4 – an overview of the recommended projects for the multimodal system (this chapter also serves as the Transportation Element of the Comprehensive Plan);
- Chapter 5 – a list of the multimodal projects and the costs estimated for their construction; and,

- Chapter 6 – a summary of transportation funding and implementation, including estimated revenue, cost of 20-year needs, and potential funding sources.

Volume 2 includes the following technical documents:

- Appendix A: Plans and Policy Review Memo;
- Appendix B: Public Involvement Plan;
- Appendix C: Methodology Memo;
- Appendix D: Transportation System Conditions, Deficiencies, and Needs Memo;
- Appendix E: Solutions Analysis Memo;
- Appendix F: Preferred Alternatives and Funding Plan Memo;
- Appendix G: Redmond Municipal Airport Master Plan; and,
- Appendix H: Tumalo Community Plan (TCP) Active Transportation Update/Sisters Country Vision Action Plan Trails Outreach Update.

While not all of Volume 2 is adopted as part of the TSP, all of the documents provide useful information regarding the basis for the decisions represented in Volume 1.

PURPOSE

The TSP addresses transportation needs in Deschutes County except within the Urban Growth Boundaries (UGB) for Redmond, Sisters, La Pine and Bend.

The TSP goals, policies, projects, and implementation tasks are based on technical analyses and thoughtful input received from the community, Deschutes County staff, partner agency staff, and County policymakers. The TSP identifies transportation facilities and services that can support the County's adopted Comprehensive Plan and continued regional economic development. This TSP provides for a long-term vision to support growth in jobs and population in the County as well as improving the safety for all transportation-users over the next 20 years. The TSP serves as a resource for the County to make decisions about transportation and land use by providing:

- A blueprint for future County transportation investments that improve safety for all travelers;
- A tool for coordination with state, regional and local agencies;
- Information to ensure prudent land use and transportation choices;
- Order of magnitude cost estimates for transportation infrastructure investments needed to support system needs, and possible sources of funding for these improvements; and,
- Function, capacity and location of future roadways, sidewalks, bikeways, transit, and other transportation facilities.

The TSP satisfies the state's requirements as prescribed by Oregon Statewide Planning Goal 12: Transportation.

GUIDING PRINCIPLES AND CONTEXT

The TSP provides a flexible, adaptable framework for making transportation decisions in an increasingly unpredictable and financially constrained future. Decisions about the County's transportation system will be guided by the goals contained in Chapter 2, but ultimately the decisions will be made within the overall context of the County's land use plans and support for local and regional economic development. These guiding plans and principles provide a foundation for the TSP's goals, policies, and potential actions.

The Oregon Revised Statutes (ORS) require that the TSP be based on the Comprehensive Plan land uses and provide for a transportation system that accommodates the expected growth in population and employment. Development of this TSP was guided by ORS 197.712 and the Department of Land Conservation and Development (DLCDD) administrative rule known as the Transportation Planning Rule (TPR, OAR 660-012-0060).

Per the TPR, this TSP identifies multimodal transportation needs to serve users of all ages, abilities, and incomes. As such, solutions to address existing and future transportation needs for bicycling, walking, transit, motor vehicles, freight, and rail, and improved safety for all travelers are included. Further, one of the implementation steps of the TSP will include proposed amendments to the Deschutes County Code. As required by the TPR, this TSP was developed in coordination with local, regional and state transportation plans.

REGIONAL COORDINATION & COMMUNITY ENGAGEMENT

The TSP reflects the County’s continued commitment to coordinating transportation and land use planning within Central Oregon. This update was collaboratively developed by community members, businesses, the freight community, ODOT, Sisters, Redmond, La Pine, Bend, Terrebonne, Sunriver, Tumalo Cascades East Transit (CET), and the County’s Bicycle and Pedestrian Advisory Committee (BPAC). Opportunities for engagement included:

- Project website that included all technical reports, draft goals and objectives, and links to other relevant documents;

- Project Management Team Meetings attended by County staff;
- Two Advisory Committee Meetings;
- Four Agency Partner Advisory Committee Meetings;
- Two Public Open Houses;
- Targeted outreach with community and social service organizations; and,
- Updates with the Board of County Commissioners.

Through these activities, the County provided community members with a variety of forums to identify their priorities for future transportation projects, programs, and policies.



02 | GOALS AND POLICIES

The TSP provides a coordinated guide for changes to the County’s transportation infrastructure and operations over the next 20 years. The development of the TSP is based on the assumption that the transportation system meets daily travel needs and also contributes to the physical, social, and economic health of the County and of Central Oregon. The TSP strives to provide users with a safe and efficient transportation network. As such, planning for the County’s future transportation needs must be conducted within regional and community goals and values, support local and regional economic development activities, and enhance the quality of life that residents and visitors enjoy and expect.

The TSP goals provide the County’s visions for the future transportation system. The goals are aspirational in nature and may not be fully attained within the 20-year planning horizon. The policies support the goals to help the County implement the TSP projects and programs after the TSP has been adopted. The policies, organized by goals, provide high-level direction for the County’s policy and decision-makers and for County staff. The policies will be implemented over the life of the TSP. The County’s 2012 TSP goals and policies were used as a foundation for providing the updated TSP goals and policies outlined below.

GOAL 1: COORDINATION AND COLLABORATION

Promote a multimodal transportation system that supports the County’s Comprehensive Plan and is consistent and coordinated with the adopted plans for the State, the region, adjacent counties, and the cities and incorporated communities within the County.

Policies

- 1.1 Coordinate the design and operations of the County’s transportation system with State, regional, and local planning rules, regulations and standards.
- 1.2 Coordinate future land use and transportation decisions with state, regional and local agencies to efficiently use public investments in the County’s transportation system, for people driving, bicycling, walking, or using transit as well as the movement of freight, emergency responses, and evacuation needs.
- 1.3 Coordinate regional project development and implementation with the cities of Bend, Redmond, Sisters, and La Pine.
- 1.4 Provide notification to the affected local and state agency partners regarding land use development proposals, plan amendments and zone changes that have the potential to significantly impact non-County transportation facilities.
- 1.5 Coordinate system management and operations with ODOT on major roadways.
- 1.6 Maintain an intergovernmental agreement with each of the cities to provide specific timelines and milestones for the transfer of County roadways within the urban growth boundaries at the time of annexation, including the full width of right of way.
- 1.7 Provide regular outreach to residents and employers, schools, law enforcement and public health professionals to encourage participation with the County in identifying and solving transportation issues.
- 1.8 Coordinate with CET to implement the Transit Master Plan recommendations within the County to support people taking transit.

GOAL 2: SAFETY

Provide a transportation system that promotes the safety of current and future travel by all users.

Policies

- 2.1 Design and maintain County roadways consistent with their expected use, vehicular travel speeds, and traffic volumes.
- 2.2 Incorporate the Transportation Safety Action Plan (TSAP) goals and action items into County planning projects and update the TSAP at appropriate intervals.
- 2.3 Coordinate with the Sheriff's Office to discuss enforcement activity on specific facilities in the County and jointly communicate safety issues when observed and encountered.
- 2.4 Continue the partnership with the County's BPAC to promote education and outreach activities and to inform future County investment decisions in facilities for people riding bikes and walking.
- 2.5 Coordinate with the emergency service providers in the County to prioritize the maintenance and investment in key lifeline and evacuation routes.
- 2.6 Coordinate with ODOT, railroads, and local communities to prioritize safety investments at rail crossings.
- 2.7 Prioritize investments in key crossing locations for people walking and riding bikes across major County roadways and/or ODOT highways, especially at locations that serve vulnerable populations.
- 2.8 Coordinate with ODOT for planning for grade-separate wildlife crossings of State highways using relevant wildlife migration information, crash data, and best management practices.

GOAL 3: MOBILITY AND CONNECTIVITY

Promote a multimodal transportation system that moves people and goods between rural communities and Sisters, Redmond, Bend, La Pine, and other key destinations within the County as well as to the adjacent counties, Central Oregon, and the state.

Policies

- 3.1 Maintain the County’s roadway system in a state of “good repair.”
- 3.2 Invest in new roadways only when a need has been demonstrated that benefits the economic growth of the County and/or locations that address key gaps in the roadway system and there is sufficient long-term funding to operate and maintain the new roadways.
- 3.3 Monitor the safety, traffic volumes, and usage by people walking and riding bikes on County arterials and collectors to help determine when changes to specific roadways are needed and/or educational outreach to the traveling public.
- 3.4 Maintain a County-wide bicycle route map.
- 3.5 Partner with ODOT, Bend, La Pine, Redmond, Sisters, and neighboring counties to coordinate investment in transportation facilities that cross jurisdictional boundaries.
- 3.6 Pursue funding to provide secondary access roadways to isolated rural subdivisions.
- 3.7 Periodically review transportation performance standards used to review land use applications and modernization projects and revise if needed.
- 3.8 Periodically review and update the County design and construction standards related to roadways and facilities for people walking and riding bikes in unincorporated areas.
- 3.9 Periodically review policies and standards that address street connectivity, spacing, and access management.
- 3.10 Support transit service to improve mobility within the County and connectivity to transit stations in Bend, Redmond, La Pine, and other regional and state destinations.
- 3.11 Monitor the condition of County bridges on a regular basis and perform routine maintenance, repair and replacement when necessary.
- 3.12 Partner with local agencies, ODOT, and the public airports to periodically review airport master plans for Redmond, Bend, Sisters, and Sunriver to ensure they and County development code are consistent.
- 3.13 Partner with the US Forest Service and Bureau of Land Management to maintain the County’s system of forest highways to continue to provide key access to recreational areas such as campsites, lakes, hiking, and biking trails in the County.
- 3.14 Coordinate with ODOT to identify County routes to be used as detours when a crash or other incident closes a State highway.
- 3.15 At a minimum, seek dedication of public rights of way for extensions of existing roads or future roads on lands not zoned Exclusive Farm Use or Forest in order to develop a rural-scale grid system.

GOAL 4: ECONOMIC DEVELOPMENT

Plan a transportation system that supports existing industry and encourages economic development in the County.

Policies

- 4.1 Prioritize transportation investments that support access to allowed land uses, activities, airports, and recreational areas.
- 4.2 Maintain arterials and collector roadways for the movement of people and goods to employment centers in the County.
- 4.3 Update and continue to implement the County's Transportation System Development Charge (SDC) program.
- 4.4 Incorporate facilities for people walking and riding bikes to key recreational areas as part of changes to the roadway system.
- 4.5 Support bicycle tourism by prioritizing and improving designated County bike routes.
- 4.5 Incorporate improvements to the County arterial system that support freight service and provide access to US97, US 20, and OR 126.
- 4.6 Support economic development by encouraging ODOT to prioritize modernization, preservation, and safety projects on highways designated as Freight Routes.
- 4.7 Periodically assess the probability of providing passenger rail service to and through Deschutes County.

GOAL 5: EQUITY AND ACCESSIBILITY

Provide a multimodal transportation system that supports a safe, efficient, and low-stress environment for walkers, cyclists and transit users as well as benefits the overall health and environment within the County.

Policies

- 5.1 Prioritize investments in the County’s transportation system that support users of all abilities, ages, race/ethnicity, income levels, and those with disabilities.
- 5.2 Design all new transportation facilities consistent with the requirements of the American’s with Disabilities Act (ADA).
- 5.3 Maintain a partnership with CET, the cities, ODOT, and transportation options providers to promote walking and cycling, public transportation, micro mobility options, and rideshare/carpool programs through community awareness and education.
- 5.4 Accommodate bicycle, pedestrian, and transit facilities, when prescribed by design standards and various master plan documents, when new roads are constructed and/or existing roads are reconstructed.
- 5.5 Maintain road design standards that promote pedestrian, bicycle and transit facilities to and from schools, community gathering places, grocery stores, and other services as prescribed within community plans.
- 5.6 Establish priorities for construction and maintenance of roadway shoulders or shared use pathways to provide for walking and bicycle travel.
- 5.7 Partner with ODOT, the cities, CET and other providers to secure funding for transit service to underserved areas of the County.
- 5.8 Support efforts of local agencies to develop and maintain a trail system along the Deschutes River, within Tumalo, and along major irrigation canals.
- 5.9 Support Commute Options’ efforts to work with major employers, local business groups, non-profit agencies, school districts to support implementation of Transportation Demand Management (TDM) strategies that provide options employees, residents, and customers to use transit, walk, ride bikes, carpool, and telecommute.

GOAL 6: SUSTAINABILITY AND ENVIRONMENT

Provide a transportation system that balances transportation services with the need to protect the environment.

Policies

- 6.1 Partner with BPAC, local agencies, CET, and non-profit groups to promote the use of walking, cycling and transit as viable options, minimize energy consumption, and lessen air quality impacts.
- 6.2 Ensure changes to the County transportation system are consistent with the Transportation Planning Rule (TPR).
- 6.3 Comply with applicable state and federal noise, air, water, and land quality regulations as part of transportation investments in the County.
- 6.4 Preserve listed Goal 5 resources within the County.
- 6.5 Implement, where cost-effective, environmentally friendly materials and design approaches as part of County transportation projects (e.g., storm water retention/treatment to protect waterways, solar infrastructure, impervious surfaces, etc.).
- 6.6 Prioritize transportation investments that support system resilience to seismic events, extreme weather events, and other natural hazards.

GOAL 7: STRATEGIC INVESTMENTS

Maintain the safety, physical integrity, and function of the County’s multi-modal transportation network, consistent with Goal 6 of the OTP.

Policies

- 7.1 Continue to pursue and implement Federal Lands Access Program (FLAP) funding to prioritize County investments to support tourism and access to key recreational areas.
- 7.2 Maintain long-term funding stability for maintenance of the transportation system.
- 7.3 Prioritize investment in the existing transportation network through maintenance and preservation activities.
- 7.4 Coordinate with ODOT and local agency partners to implement intelligent transportation solutions that increase the life of transportation facilities and/or delay the need for capacity improvements.
- 7.5 Periodically review and, if needed, make updates to the County Code requirements to ensure that future land use decisions are consistent with the planned transportation system.
- 7.6 Coordinate with ODOT in the implementation of the Statewide Transportation Improvement Program (STIP) and Statewide Transportation Improvement Funding (STIF).
- 7.7 Coordinate with and provide guidance to CET in programming public transportation funds received by the County.
- 7.8 Pursue additional funding sources to support major reconstruction or replacement of County bridges.
- 7.9 Partner with federal and state agencies to seek funding that prioritize investments that support recommendations from the Bend, Redmond, Sisters, or Sunriver airport master plans.

03 | NEEDS ASSESSMENT AND EVALUATION

The TSP projects and implementation tasks were informed by technical analyses of existing transportation conditions, forecast year 2040 deficiencies, and an evaluation of possible system changes that can meet the transportation needs for all users (including the transportation disadvantaged) and address the need for movement of goods and services to support local and regional economic development priorities. The needs assessment, in combination with thoughtful input received from the community, Deschutes County staff, partner agency staff, and County policy makers, formed the list of recommended projects, the TSP goals and policies and the funding plan. This chapter summarizes the key elements of the existing and future needs analyses; further details of the needs analyses are provided in Volume 2.

EXISTING TRANSPORTATION SYSTEM CONDITIONS

Existing transportation needs, opportunities, and constraints reflect an inventory of the County transportation system conducted in 2019 and 2020. This inventory included all major transportation-related facilities and services at that time. Key roadway features (including number and type of roadway lanes, speeds, pavement type/condition, traffic volumes and roadway classifications), traffic conditions, safety performance, bicycle and pedestrian facilities, and transit service, among other topics, were analyzed.

Key findings related to the existing County system are highlighted below.

- The areas within the County with the highest percentages of youth are primarily located in Tumalo and Terrebonne as well as adjacent to the Bend and Redmond Urban Growth Boundaries (UGBs). Connections for school students between their homes, the local community schools, and school

bus stops were considered in identification of potential roadway, walking, cycling and transit projects.

- The highest percentage of elderly populations is located in the Sunriver area and adjacent to the Sisters, Redmond, and La Pine UGBs. The areas adjacent to these three UGBs are also where the highest concentration of the population with disabilities and the minority populations reside. Coordination with Cascades East Transit (CET) to serve the existing and future needs of these residents is included in the recommended implementation task list for the TSP.
- Continued coordination between the County and ODOT and the incorporated communities will help address and provide consistency of individual roadway functional classification designations.
- Roadway repairs are and will continue to be monitored and accomplished as part of the County's ongoing maintenance program.
- The County does not have any designated freight routes that provide connections to local industrial and employment lands. The TSP alternatives evaluation explored the need to designate County freight routes to serve key economic priority areas to supplement the ODOT freight system.
- No roadway capacity deficiencies were identified under existing conditions.
- The County's Transportation Safety Action Plan (TSAP) identified key locations for monitoring and potential changes to the transportation system to address documented safety deficiencies. The TSAP is incorporated by reference as part of the TSP.
- Many of the County bikeways and highways do not have paved shoulders that are at least six feet wide which is the standard for

ODOT highway while the County standard for paved shoulders is 3-5'.

- The small, unincorporated communities in the County do not have dedicated bicycle facilities and several of the roadways adjacent to schools or other pedestrian trip generators (parks, trail connections, rural commercial areas, etc.) located in Terrebonne and Tumalo are missing sidewalks. Safe Routes to School funding may be an option to assist with implementation of TSP recommendations in small communities.

BASIS OF NEED ASSESSMENT

The TSP addresses the projects, programs, and policies needed to support growth in population and jobs within the County as well as the travel associated with regional and state economic growth between now and the year 2040. The identified set of recommendations reflects County policy makers' and community members' priorities to maintain existing facilities and reduce congestion, save money, improve safety, and provide community health benefits without costly increases to automobile-oriented infrastructure. Over time, the County will periodically update the TSP to respond to changing conditions and funding opportunities.

The existing land use patterns, economic development opportunities, and population and job forecasts helped inform the analysis of year 2040 needs. This information helped identify future changes to the transportation system (and the supporting policies and programs) to address deficiencies and support economic development in a manner consistent with the County's Comprehensive Plan and Zoning Map.

Growth in County Population

By Oregon Revised Statute 195.034, incorporated cities and counties formulate and adopt coordinated population projections. Based on the June 2022 Coordinated Population Report prepared by the Portland State University (PSU) Center for Population Research, in 2020 the total County population was 198,253 and is forecast to grow to a total population of 275,905 by the year 2040. Much of the County growth is expected

to occur within the Redmond, Bend, and Sisters UGBs. Within the unincorporated/rural areas, the 2020 population was 59,471 and is anticipated to grow to approximately 64,000 people by 2040. The anticipated growth in both urban and rural population within the County helped inform the estimation of year 2040 traffic volumes using the County transportation facilities.

Traffic Volume Development

The expected increase in traffic volumes on key roadways within the County was based on a review of past changes in traffic volumes as well as expected increases in population and area jobs. Further details on the anticipated growth in traffic volumes on roadways within the County is provided in Volume 2.

The deficiencies evaluation included a review of County arterials and collector roadways. The roadway capacity needs associated with the State facilities within the County are addressed through other planning efforts by ODOT. The County will continue to partner with ODOT to monitor and identify additional needs through future planning and evaluation efforts.

The deficiencies analysis compares the anticipated traffic volumes on the roadways to capacity levels associated with a Level-of-Service (LOS) "D" condition, which is considered by the County to reflect "acceptable" conditions. From a planning standpoint, two-lane rural roadways carrying a total daily volume of less than 24,000 vehicles per day is generally considered to operate with a LOS "D" or better.

Baseline Roadway Analyses

The baseline (future) analysis forms the basis of the project list reflected in Chapter 5. This baseline analysis was guided by the transportation needs identified in previously adopted plans and policies for the County, ODOT, and other agency partners, the 2040 population forecasts and the County's land use map, the anticipated growth in traffic volumes, and the fact that there are no major construction projects that are funded at this time that could materially change traveler behaviors or traffic volumes on the County's roadway network in the future.

Baseline (Year 2040) Transportation Needs

In addition to the summary of existing deficiencies identified in the previous section, the future deficiencies analysis revealed:

- Two County roadways that would exceed LOS "D" conditions, including Deschutes Market Road at Greystone Lane and S Century Drive at Venture Lane.
- Following adoption of the TSP, the County will continue to monitor the need for changes to the transportation system to address roadway and intersection safety, especially at the locations included in the TSAP.
- Although most County roadways do not have adequate width for comfortable and convenient connections for people walking and riding bicycles, providing shoulders on all County collectors and arterials in the next 20 years is not feasible due to constraints such as available right-of-way, environmental and/or property impacts and the high costs to construct. The County will continue to seek opportunities to provide shoulders, particularly in areas with significant roadway curvature, hills, bridges and other locations that could be beneficial for sharing the road among people driving, walking and riding bikes. Additionally, many County roads have low volumes of traffic, which offsets the substandard shoulders.
- Additional public transportation services are needed to provide options for people who cannot or may choose not to drive vehicles. In the future, transit service will continue to be coordinated and operated by CET. The County will continue to collaborate with CET and ODOT on the prioritization of funding and operating public transportation services within and to the County.
- The Redmond Municipal Airport Master Plan was updated in 2018 to identify needs through the year 2040. This updated Master Plan identified the provision of additional airside facilities, general aviation facilities, parking supply, passenger facilities, and non-aeronautical property development in the vicinity of the airport to support the Airport through the year 2040.

- No changes to the existing rail or pipeline facilities were identified to serve the future needs of the County.

EVALUATION OF TRANSPORTATION SYSTEM ALTERNATIVES TO ADDRESS IDENTIFIED NEEDS

The Advisory Committee (AC), Agency Partner Coordination Committee (APCC), Project Management Team (PMT), the Bicycle and Pedestrian Advisory Committee (BPAC) and participants at open houses and other community forums identified transportation system alternatives that had the potential to address existing and future transportation needs. Many of the potential alternatives help to support plans that have been identified by the cities and unincorporated areas within the County, ODOT, other County planning efforts, the TSAP and/or local refinement and facility plans.

The identified alternatives address all modes of travel and include programs that could reduce vehicular travel demand. Further, these potential system alternatives avoid principal reliance on any one mode of transportation and increase transportation choices for all users. The PMT developed these ideas into a potential project list that they screened considering the TSP's goals and objectives and key County priorities. The potential solutions were reviewed and refined through community members and policymakers to form the 20-year list of projects reflected in Chapter 5. Through this process, evaluation of solutions that could address the identified needs as well as serve to accomplish key County objectives were identified. Some of the considerations that shaped the final list of recommended projects include:

- Balancing impacts to existing and developable parcels with County-wide and community needs;
- Minimizing impacts to Goal 5 resources (natural resources, scenic and historic areas, and open spaces);
- Supporting and enhancing key state and regional economic plans and priorities;

- Leveraging future transportation investments to reduce access, economic, safety and health disparities within the County, particularly those areas identified as serving populations of low income, minority, youth and/or the elderly;
- Providing additional connections within Terrebonne and Tumalo for people walking;
- Identifying key intersections where the roadway geometry and/or traffic control could be changed in the future to address known safety and/or anticipated capacity needs;
- Prioritizing strategic roadway corridors where vehicular capacity and/or changes to the roadway characteristics may be needed to help support future growth and economic development in the region, enhance the safety of all users and/or strengthen connections between areas of the County and to other areas in Central Oregon;
- Providing regional bicycle connections that could serve broad transportation functions, such as commuting, recreation, or daily services;
- Modifying key bridges as funding and/or other opportunities arise;
- Leveraging opportunities for future system changes that could be provided using funds from the Federal Lands Access Program (FLAP), particularly for transportation facilities providing connections to key recreational areas and economic development priorities adjacent to/and or located within Federal lands;
- Coordinating projects included in the CET Master Plan that can help increase service to the unincorporated areas of the County as well as to the High Desert Museum and Lava Lands Visitor Center;
- Enhancing access to the Redmond Municipal Airport and Bend Municipal Airport;
- Improving freight mobility; and,
- Leveraging funding opportunities with key partner agencies and private investments.

The resultant 20-year project list is intended to address the identified transportation needs, meet the TSP goals, and reflect the criteria included in ORS 660-012-0035. The TSP projects are categorized as high, medium, and low priorities for future inclusion into the County's Capital Improvement Program (CIP) based on the complexity, likely availability of funding, and assessment of need. The intent of identifying likely priorities allows the County with the flexibility to adapt to changing economic development and community needs over the next 20 years. The project lists and maps of the potential locations were posted to the County's website prior to adoption. Details of the recommended project lists are provided in Chapter 5.

04 | PROVIDING MULTIMODAL SYSTEMS

The TSP is a coordinated set of multimodal policies, programs, and projects that addresses the transportation needs within the rural and unincorporated areas of the County over the next 20 years. This chapter provides an overview of these programs and projects; the detailed project list and associated cost estimates are shown in Chapter 5.

Although driving will continue to be the primary mode of travel in the County and the preservation and improvement of the existing roadway system will remain important, the TSP projects, policies, and programs are intended to increase transportation choices, reduce reliance on the automobile by better accommodating and encouraging travel by foot and bike for short trips, improve safety for all transportation users, and provide for improved transit service. The TSP and the County's adopted land use plans and regulations are intended to make walking, cycling, and use of transit convenient.

THE ROADWAY SYSTEM

People driving, walking, biking, and taking transit all rely on the roadway network to access destinations locally within the County as well as regionally within Central Oregon. The identified roadway solutions in the TSP address mobility, access, freight, and safety needs.

Functional Classification

The County's functional classification system provides a system hierarchy based on the intended function of each type of roadway (e.g., moving people across Central Oregon or providing access to local destinations). ODOT identifies the appropriate classifications for state facilities whereas the County identifies the appropriate classifications for roads under its

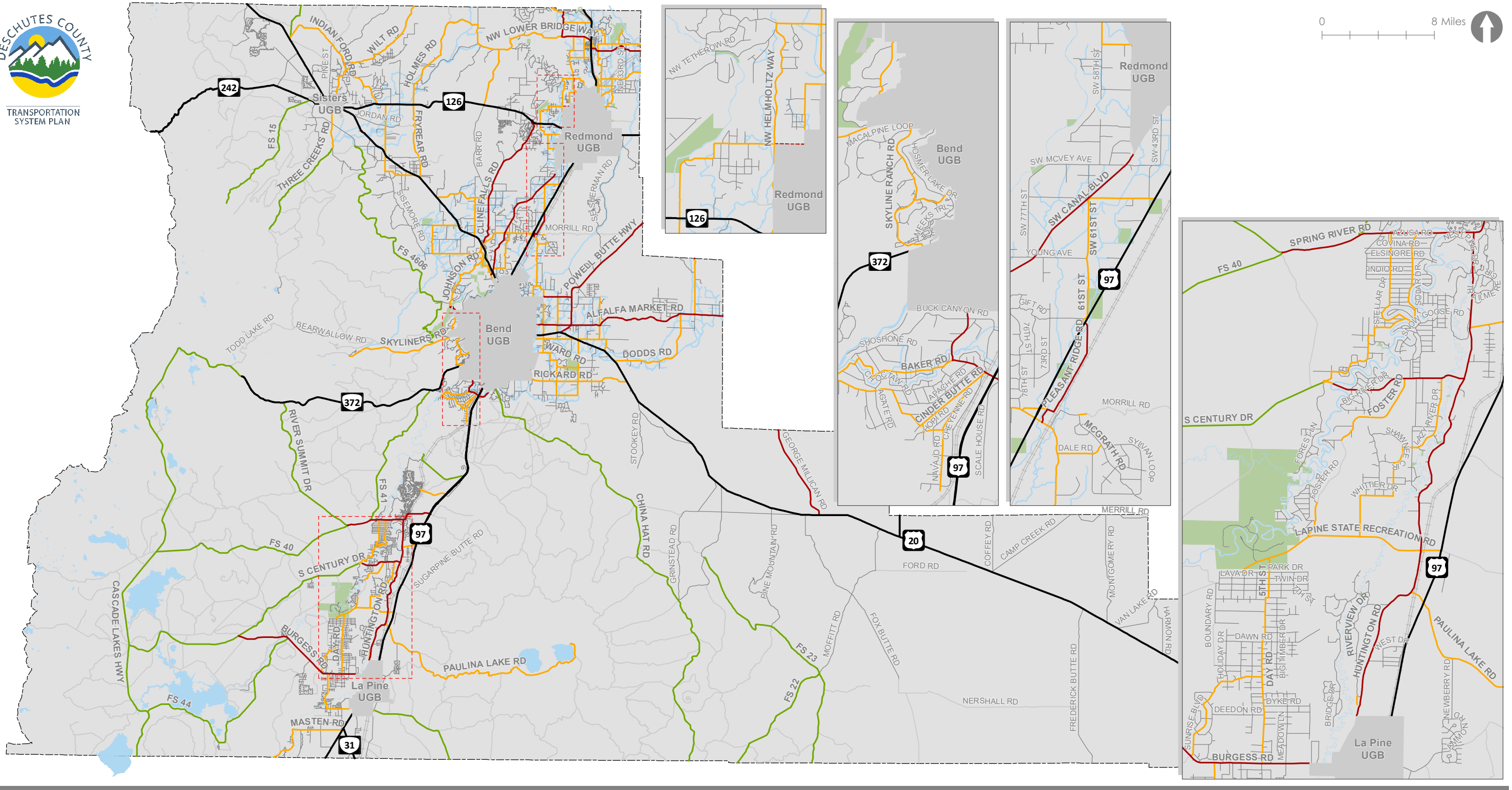
authority. The classification levels also describe how the roadway "looks and feels" and provides recommendations for travel lane widths, roadside treatments, accommodating bicycles, and the need for sidewalk or trails adjacent to the road.

The County's functional classification is based on the following hierarchy:

- Arterials are intended to serve more regional needs and provide connections to key activity centers within the County. They are also intended to represent the key movement of goods and services throughout and to/from the County. These roadways also provide connections to the incorporated UGBs within the County.
- Collectors primarily connect the rural areas of the county with the state facilities and the County arterials. These roadways provide important connections to much of the unincorporated areas of the County.
- Forest Highways provide access to recreational areas such as campsites, lakes, hiking, and biking trails in the County. Maintenance of these facilities is provided by the County and by the Forest Service, depending on location.
- Local roads serve specific areas within the County and can be paved or unpaved.

Figure 4-1 presents the County's functional classification map.

Figure 4-1: Functional Classification



H:\24\24964 - Deschutes County TSP\GIS\TSP Figures 4-1 Roadway Functional Classifications.mxd Date: 6/14/2023

- Highway
- Arterial
- - - Future Arterial
- Collector
- Forest Highway
- Parks
- Water

Data Source: Deschutes County

COUNTY ROADWAY CROSS-SECTION STANDARDS

The County’s cross-section standards are used to guide the construction of new roadways and/or changes to existing roadways. These standards are updated over time to support the needs of all users as well as continued economic development opportunities. Many existing roadways within the County area are not built to the standards shown in **Table 4-1**. The adoption of these standards is not intended to imply that all existing roadways be rebuilt to match these standards, rather the standards will help inform identified changes to specific roadways in the future. Further, because the design of a roadway

or corridor can vary based on the needs of the area, these standards provide flexibility based on adjacent land use and specific topographic considerations. The unincorporated communities of Terrebonne and Tumalo have their own standards; these are shown in **Table 4-2** and **Table 4-3**, respectively.

The County standards do not require a sidewalk except for certain segments in Terrebonne and Tumalo; people walking or biking are assumed to use the shoulder or share the road on lower volume streets. Standards are presented within the TSP for reference only. DCC Chapter 17.48 (in particular Table A) contains the adopted County’s roadway standards.

Table 4-1: Minimum Road Design Standards, Rural County (outside of La Pine, Tumalo, and Terrebonne)

Type/Class	ROW	Paved Width	Travel Lane Width	Paved Shoulder Width	Gravel Shoulder Width	Turn Lane Width	Sidewalk Required
State Hwy	80'-100'	36'-70'	12'	6'	---	14'	No
Minor Arterial	80'	28'-46'	11'	3'-5'	2'	14'	No
Collector	60'	28'-46'	11'	3'-5'	2'	14'	No
Local Road	60'	20', 24"	---	---	2'	---	No
Industrial	60'	32'	---	---	---	---	No
Private	---	20', 28'	---	---	---	---	No
Frontage Road	40'-60'	28'	---	---	---	---	No

Table 4-2: Minimum Road Design Standards, Terrebonne Unincorporated Community

Type/Class		ROW	Paved Width	Travel Lane Width	Paved Shoulder Width	Gravel Shoulder Width	Turn Lane Width	Sidewalk Required
US97		80'-100'	60'	12'	6'	6'	14'	No*
Minor Arterial								
Smith Rock Way	TeC	60'	34'	12'	5'	2'	14'	Yes
	TeR	60'	34'	12'	5'	2'	14'	No
Lower Bridge Way		60'	34'	12''	5'	2'	14'	No
Collector								
Commercial	TeC	60'	24'	12'	---	2'	---	Yes
	TeR	60'	24'	12'	---	2'	---	No
Residential	TeR	60'	24'	12'	---	2'	---	No**
Local								
Commercial	TeC	60'	24'	12'	---	2'	---	Yes
	TeR	60'	24''	12'	---	2'	---	No
Residential	TeR	60'	20'	12'	---	2'	---	No***
Other								
Alley (Commercial)	20'	20'	10'	---	---	---		No
Path/Trail		15'	6'-8'	---	---	2.5****	---	---

Source: Deschutes County Code 17.48.050, Table A

6-foot sidewalks are required on both sides of US97 between South 11th Avenue and Central Avenue with improved pedestrian crossings at B Avenue/97 and C Avenue/97

** 5-foot sidewalks with drainage swales are required from West 19th to 15th Street on the south side of C Avenue

*** 5-foot curb sidewalks with drainage swales required along Terrebonne Community School frontage on B Avenue and 5th Street

**** If path/trail is paved

Table 4-3: Minimum Road Design Standards, Tumalo Unincorporated Community

Type/Class	ROW	Paved Width	Travel Lane Width	Paved Shoulder Width	Gravel Shoulder Width	Turn Lane Width	Sidewalk Required
US 20	80'-100'	60'	12'	4'	6'	14'	No
Collector							
Commercial	60'	30'	11'	4'	2'	14'	Yes
Residential	60'	36'	12'	6'	2'	14'	No
Local							
Commercial	60'	20'	10'	---	2'	---	No*
Residential	60'	20'	10'	---	2'	---	No
Other							
Alley (Commercial)	20'	20'	---	---	---	---	No
Path/Trail	15'	6' unpaved 8' paved	---	---	2.5'***	---	No

Source: Deschutes County Code 17.48.050, Table A

*5-foot curbless sidewalks on both sides for roads designated for sidewalks in Tumalo Comprehensive Plan Map D2.

** If path/trail is paved

FEDERAL LANDS ACCESS PROGRAM ROADWAYS

The Federal Lands Access Program (FLAP) was established to “improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands.” This program is intended to supplement State and County funds for public roads, transit, and other transportation facilities accessing federal lands with a prioritized emphasis for “high-use recreation sites and economic generators.” FLAP is funded through the Federal Highway Trust Fund and its allocation is based on road mileage, bridges, land area, and number of visits to the lands.

FLAP provides funding opportunities to help the County deliver capital projects that increase access to Federal Lands. In addition, FLAP is a funding tool to help the County fund maintenance of existing roads that are designated as Forest Highways and other roads that provide similar access.

As part of TSP implementation, the County will continue to coordinate with all of the federal agencies, BPRD, CET, and ODOT on the request for future FLAP-funded projects.

STATE HIGHWAY DESIGN STANDARDS

Any future changes to the state highways within the County will be informed by the OHP, the state’s Highway Design Manual (HDM), and the Blueprint for Urban Design, which provides more flexible standards for urban areas.

Access Management and Spacing Guidance

Providing appropriate levels of access to adjacent lands is a key part of operating and planning for a transportation system that serves the needs of all users. ODOT and the County maintain standards to help balance the needs for both “through travelers” (including freight and public transportation) as well as serving the localized needs of residents, employees, and visitors.

For state highways, access spacing guidelines are specified in the 1999 Oregon Highway Plan, Appendix C – Access Management Standards. Access to State Highways is controlled under Oregon Administrative Rule, Division 51 (OAR 734-051-4020(8)).

The adopted County access spacing standards are included in DCC Chapter 17.48.

Movement of Freight

The movement of goods and services within the County and the overall region will continue to rely upon the state highways, especially those designated as freight routes. The TSP does not include a designated freight system of County roadways.

Traveler Information/ITS

Intelligent Transportation System (ITS) infrastructure enhances traffic flow, maintenance activities, and safety through the application of technology. The provision of reliable ITS infrastructure to inform motorists about incidents, weather conditions, and congestion has proven to be a useful and cost-effective tool for the County to manage its roadway system.

ODOT and the County collaborated to update the Deschutes County ITS Plan in 2020. This update reflected identified needs, advanced and emerging technologies, and supports an integrated Transportation Systems Management and Operations (TSMO) strategy. The plan includes recommended TSMO strategies, a communications plan, and a deployment plan. This plan is incorporated by reference into the TSP.

Safety

The County’s 2019 Transportation Safety Action Plan (TSAP) provides specific projects, policies, and programs to address identified safety needs within the unincorporated areas of the County. The TSAP is adopted by reference into the TSP.

As part of TSP implementation, the County will continue to identify future project refinements, as needed, monitor the timing of intersection changes at these locations, and seek funding opportunities and/or the potential to combine

safety-related projects with other project development within the County.

Several of the safety-based needs for the County reflect conditions best addressed through education, enforcement, or outreach programs. Others may be addressed through systemic intersection and roadway treatments at specific locations. The type of treatments that could be considered by the County are further detailed in the TSAP and include:

- Roadway Treatments to Reduce Roadway Departure Crashes – With new road construction and roadway maintenance projects, the County may consider the construction of shoulders (as required by roadway standards), centerline and shoulder rumble strips, edge-line striping, recessed or raised pavement markers, and/or curve signing upgrades.
- Roadway Treatments to Reduce Speed – With new road construction and roadway maintenance projects, the County may consider lane narrowing at targeted locations, transverse speed reduction markings, and speed feedback signs in conjunction with posted speed limit signs. At rural communities, changes in roadside elements can be used to indicate a change in context to reduce speeds. In addition, enhanced enforcement at key corridors could focus on driving at appropriate speeds.
- Safety Data Monitoring – County staff, in collaboration with ODOT, will continue to periodically analyze crash data and identify the need for engineering, enforcement and educational treatments at specific locations. Tools such as ODOT’s Safety Priority Index System (SPIS) and All Roads Transportation Safety (ARTS) programs may be used to assist with prioritizing locations.
- Safe Routes to School – The County, Tumalo, and Terrebonne should seek projects that improve safety near schools and school routes, particularly for those walking and biking to school. These efforts should be coordinated with infrastructure projects such as ADA projects.

- Enhanced Intersection Signing and Striping Options – At collector and arterial intersections, the County may consider enhancements such as advanced warning signs, double advance signs, reflective striping and signage, oversized stop signs, double stop signs, stop ahead pavement markers, transverse rumble strips, and edge-line treatments to help increase visibility and awareness of an intersection. The County should prioritize the use of treatments that have documented effectiveness through the Highway Safety Manual (HSM) or documented Crash Modification Factors (CMFs).

The top sites for safety improvements in unincorporated Deschutes County are identified in the TSAP and will help inform future funding and prioritization in the County's Capital Improvement Plan (CIP).

THE PEDESTRIAN SYSTEM

Outside of the urban areas, sidewalks are needed in portions of Tumalo and Terrebonne to provide walking facilities between the residential areas and schools and the neighborhood commercial areas. In addition, dedicated sidewalks are appropriate within one-quarter mile of transit stops. The County will work with the local communities, CET and the private sector to identify funding opportunities to add sidewalks in these areas over the next 20 years.

Additional changes not specifically identified in the TSP to the sidewalks, pathways, and pedestrian crossings treatments at key intersections may be provided in the future based on project development and design as well as funding opportunities. Where applicable, the County will require sidewalk and/or multiuse pathway construction as part of future land use actions per the DCC Chapter 17.48 requirements.

THE BICYCLE SYSTEM

Deschutes County provides and maintains useable shoulders along roadways for use by people riding bikes though not all roadways are currently improved to include such facilities. The County has an aspirational designated bicycle route system ("County Bikeways") where

useable shoulders will be provided, as practical, as part of ongoing maintenance and roadway improvements projects.

Crossing improvements for people riding bikes, though not specifically identified in the TSP, may be provided when bicycle facilities are constructed that intersect major roads. The need for and type of crossing treatments as well as other facility changes will be evaluated at the time of project development and design. The County may provide such facilities as standalone projects or in conjunction with scheduled maintenance activities. As part of TSP implementation, the County will evaluate the need to modify existing DCC Chapter 17.48 requirements related to bicycle facility requirements as part of future land use actions.

In addition, as part of implementation of the TSP, changes to the bicycle network will continue to be informed by the County's Bicycle and Pedestrian Committee (BPAC) activities. BPAC's mission is "to promote and encourage safe bicycling and walking as a significant means of transportation in Deschutes County" and focuses on both changes to the system as well as public education and awareness and a review of safety and funding needs as part of implementation of potential projects.

The County will also continue to partner with ODOT to identify priority locations along the state highways for increased shoulder widths and/or shared use paths.



The County, by reference, will adopt the Map 11 of the Bend Parks and Recreation District's (BPRD's) Comprehensive Plan (2018) identifying future trail connections to parks within the County but outside the Bend (UGB) as well as those within the Deschutes National Forest. As noted in the BPRD plan, the trails have been prioritized for implementation but the actual alignments in the map are approximate and subject to future easement/user agreements to enable trail construction, availability of funding, and securing agreements from affected property owners for trailheads and parking areas.

The Redmond Area Parks and Recreation District (RAPRD) also provides access to trails and facilities outside of the Redmond City Limits, including those in Terrebonne and Tumalo and the Borden Beck Wildlife Preserve. As part of TSP implementation, the County will coordinate with RAPRD on the need for and timing of new trails outside of the Redmond City Limits.

The La Pine Parks and Recreation District also provides facilities outside of the City Limits, such as the Leona Park and Rosland Campground. They are also planning for a working with BLM on a property transfer of 141 acres to the Park District that will house a future "South County Events Area" to include facilities for "campers, bikers, walkers, hikers, horse owners and others". The County will coordinate with Park District on the planning for this new facility as well as overall access to existing facilities outside the City Limits.

As part of TSP implementation, the County will coordinate with BPRD, RAPRD, the La Pine Parks and Recreation District, and the Sisters Park and Recreation District on the planning for and timing of new trails outside of city limits. It is important to note that not all County roadways are currently or will be designed to provide roadside parking for trailhead users within the County. The County will work with each of these parks and recreation districts to identify appropriate locations in the future to provide safe access for trail users as well as to roadway users not accessing the parks/trails.

Other Programmatic Considerations for the Pedestrian and Bicycle System

Other policy/programmatic considerations that the County may incorporate as part of TSP implementation are dependent on funding opportunities and potential agency partnerships. These types of considerations could include:

- Monitoring System – pending availability of resources, the County could establish a data monitoring or counting program that helps to identify and prioritize locations with higher levels of walking and cycling activity. In combination with safety reviews through TSAP and other ongoing regional efforts, this data monitoring program can help the prioritization of resources in the future.
- Continued Education and Outreach – implementation activities might include topics related to providing the Sheriff's Department and other emergency services personnel with training regarding bicycle/pedestrian safety and enforcement issues; encouraging and supporting efforts by County schools or other organizations to develop and add a bicycle/pedestrian safety curriculum for students of all ages; identifying opportunities to install signage along roadways where bicycle touring or other significant bicycling activity is expected advising travelers of the "rules of the road" pertaining to motorists and non-motorized travelers, etc.
- Ongoing Maintenance Activities – further reviewing the budgets associated with maintenance activities along key cycling routes, including the periodic removal of debris including small branches and other roadside debris that could create safety hazards for a bicyclist or pedestrian.
- Additional Funding Partnerships - exploring opportunities for coordination and cooperation with state and federal agencies in examining innovative means of providing or funding pathways, trails, and equestrian facilities.

TRANSIT SERVICES

In 2020, CET adopted its Master Plan to reflect the transit needs of the region through the year 2040. The CET Master Plan is adopted by reference into the Deschutes County TSP.

Per the adopted Master Plan, CET will continue to provide high-quality, available, and reliable transit service that fundamentally supports the environment, economic development, and equity for all travelers. Within the unincorporated and rural areas of the County, the CET Master Plan identifies the following:

- Increasing local circulation via local Dial-A-Ride and/or Community Connector vehicles;
- Providing service to Crooked River Ranch via shopper/medical shuttles;
- Potential service to Eagle Crest and/or providing a stop in Tumalo along Route 29;
- Changes to the bus stop for Deschutes River Woods (e.g., Riverwoods Country Store) or an alternative way to serve Deschutes River Woods via Route 30;
- Re-routing existing service lines to Sunriver;
- Adding service to the High Desert Museum and Lava Lands Visitor Center (potentially seasonally based); and,
- A new Route 31 and/or modification of Route 30 to connect La Pine and Sunriver.

Finally, the transit capital investments identified in the CET Plan include fleet replacement and expansion and transit stops enhancement and additions. The County and CET will continue to partner on transit projects that serve the community.

RAIL SERVICE

Freight rail service will continue to be an important, energy efficient mode of transportation. The TSP supports the continued use of freight rail tracks and service provided in the County by the Burlington Northern Santa Fe (BNSF) Railway and Union Pacific (UP) Railroad. The TSP also supports the continued use of the City of Prineville’s short line freight railway that runs from Redmond to Prineville along OR 370.

The nearest passenger rail service is and will continue to be provided in Portland and in Chemult. No passenger rail service is anticipated within the County within the next 20 years.

PIPELINES AND WATERWAYS

Today, there is one natural gas pipeline in the County that parallels US97. The TSP recommends continued coordination with the gas pipeline operator to provide continued services within the County. No additional pipeline facilities are anticipated within the next 20 years.

There are no navigable waterways located in Deschutes County but there are several waterways and lakes that are used recreationally. As local and regional destinations, access to these bodies of water facilitate tourism, economic development, and environmental conservation efforts. Major bodies of water include Paulina Lake, East Lake, Wickiup Reservoir, Crane Prairie Reservoir, Sparks Lake, the Crooked River, and the Deschutes River. The TSP recommends enhancements to the roadways accessing these recreational areas to improve safety for all users.

AIR SERVICE

Within the County, the largest public use airport is the Roberts Field-Redmond Municipal Airport (RDM) located in southeast Redmond. The Bend Municipal Airport, Sunriver Airport, and Sisters Eagle Airport are also available for public use. The TSP supports the continued use of these airports for service within the County in the future.

The TSP adopts by reference the City of Redmond’s Airport Master Plan (as Updated in 2018) to reflect the needs of the Redmond Municipal Airport through the year 2040. This updated Master Plan includes a prioritized list of additional airside facilities, general aviation facilities, parking supply, passenger facilities, and non-aeronautical property development in the vicinity of the airport to support the anticipated 20-year growth at the Airport. The TSP supports continued coordination with the City of Redmond and ODOT to maintain safe and efficient connections to the airport for Deschutes County residents and visitors.

BRIDGES

The County regularly reviews the structural ratings of its bridges and addresses changes to the bridges as funding and other opportunities arise. The need for changes to existing bridge locations within the County will be addressed throughout the 20-year period of the TSP and incorporated as part of County budgeting and partner agency funding discussions, as appropriate.

VEHICULAR PERFORMANCE STANDARDS

The County uses motor vehicle Level of Service (LOS) standards to evaluate acceptable vehicular performance on its road system. LOS standards are presented as grades A (free flow traffic conditions) to F (congested traffic conditions). ODOT uses mobility targets based on volume to capacity (V/C) ratios as defined in the OHP for

planning evaluations of existing facilities and in the Highway Design Manual (HDM) for design of future facilities to evaluate acceptable vehicular performance on state facilities. As V/C ratios approach 1.0, traffic congestion increases.

In some cases, it may not be possible or desirable to meet the designated mobility target or LOS standards. In those cases, an alternative mix of strategies such as land use, transportation demand management, safety improvements or increased use of active modes may be applied.

The County roadways and intersections are subject to LOS "D" whereas ODOT highways and intersections are evaluated using the applicable mobility targets in the Oregon Highway Plan (OHP). Within the urban areas of the County, each city's standards apply to their streets and intersections.



05 | TRANSPORTATION INVESTMENT PRIORITIES

This Chapter presents a list of prioritized transportation investments intended to serve the County in the future. These investments were identified and prioritized based on feedback obtained from County residents, partner agency staff and by technical analyses of roadways, intersections, bike facilities, transit, walking routes, and transportation safety. Many of the identified projects help to support plans adopted by the local cities, the Oregon Department of Transportation (ODOT), other County planning efforts, the Transportation Safety Action Plan (TSAP) and/or local refinement and facility plans. For planning purposes and the County's future considerations related to the Capital Improvement Program (CIP), the prioritized investments have been categorized as high, medium or low. Each of the identified investments have associated cost estimates.

The transportation investments are organized into the following categories for implementation based on complexity, likely availability of funding, and assessment of need:

- Intersection changes;
- Roadway segments, including changes to functional classification;
- ODOT intersections and roadways;
- Pedestrian facilities;
- Bicycle facilities;
- Bridges;
- Federal Land Access Program (FLAP) roads;
- Transit; and,
- Safety.

Some projects may be accelerated and others postponed due to changing conditions, funding availability, public input, or more detailed study performed during programming and budgeting processes. Further, project design details may

change before construction commences as public input, available funding, and unique site conditions are taken into consideration. Projects identified herein may be funded through a variety of sources including federal, state, county or local transportation funds, system development charges (SDCs), through partnerships with private developers, or a combination of these sources.

In addition, as part of TSP implementation, the County will continue to coordinate with ODOT and the local communities regarding project prioritization, funding and construction.

PROJECT COSTS

The estimated construction costs are provided in the subsequent tables. These costs are order-of-magnitude (e.g., planning-level) estimates that account for right-of-way, design engineering, and construction and generally include a 30 percent contingency factor. The costs were calculated for each project using the methodology and procedures recommended by the American Association of Cost Engineers (Class 5 estimates). All costs are rounded to the nearest \$100,000 and provided in 2021 dollars. The detailed costs include all estimation assumptions as well as any deviations related to unique topographic, right-of-way, or other constraints.

Where applicable, cost estimates include anticipated project funding that would provide bicycle or pedestrian facilities, including usable shoulder space.

Costs for individual transit corridors are not provided. The County and Cascades East Transit (CET) will continue to collaborate on capital improvements and strategic policies that can help implement more robust transit service throughout the County.

INTERSECTION CHANGES

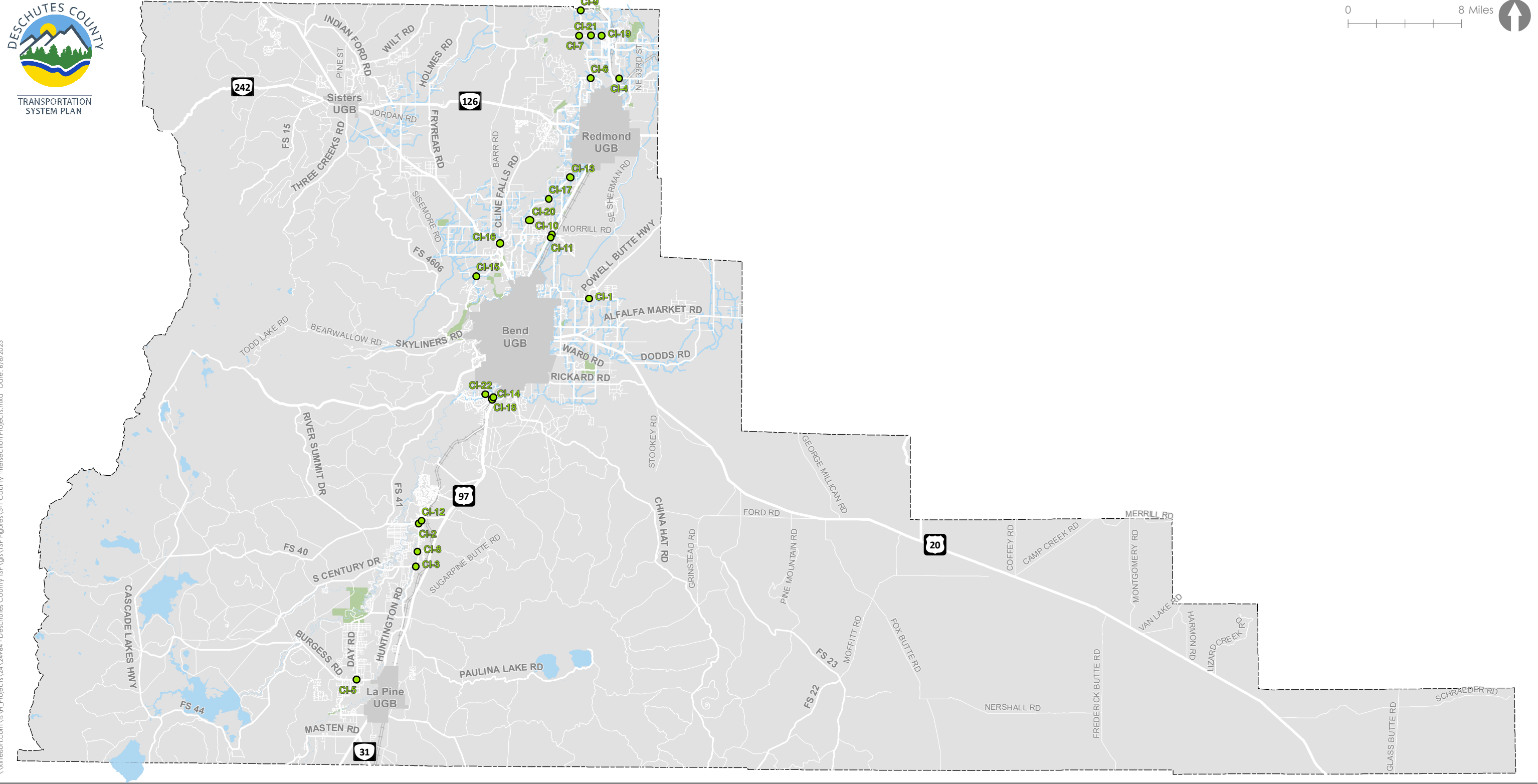
As discussed in Chapter 4, the needs assessment at intersections focused on both vehicular capacity as well as potential geometry changes identified by the Project Advisory Committee, public input, and those identified through the TSAP.

The TSP is not inclusive of all of the intersection projects that the County will pursue over the next 20 years. Rather, these have been identified

as projects that the County can pursue to strategically improve the operational efficiency of specific intersections and important roadways. These projects can enhance system operations and can be completed as opportunities arise. In all cases, the County will review the appropriate intersection control options at the time of project development and delivery. The projects are illustrated in **Figure 5-1** and in **Table 5-1**.



Figure 5-1 – Intersection Changes



- County Intersection Project
- Parks
- Water
- UGBs

Data Source: ODOT, Oregon State Parks, Deschutes County

Table 5-1. Intersection Changes and Associated Cost Estimates

ID	Road 1	Road 2	Project Description	Priority	Cost Estimate	Bike/Ped Component of Cost
CI-1	Powell Butte Hwy	Butler Market Rd	Roundabout	High	\$2,500,000	-
CI-2	S Century Dr	Spring River Rd	Roundabout	High	\$2,200,000	\$200,000
CI-3	Huntington Rd	South Century Dr	Roundabout	High	\$2,000,000	-
CI-4	NE 5th St	O'Neil Hwy	Realignment	High	\$130,000	-
CI-5	Burgess Rd	Day Rd	Signal	High	\$800,000	\$100,000
CI-6	Coyner Rd	Northwest Way	Left Turn Lanes (Northwest Way Only)	High	\$400,000	-
CI-7	NW Lower Bridge Way	NW 43rd St	Realignment/ Left Turn Lane or Roundabout	High	\$3,500,000	\$200,000
CI-8	S Century Dr	Vandervert Rd	Roundabout	Medium	\$2,100,000	-
CI-9	NW 43rd St	NW Chinook Dr/	Realignment, Left Turn Lane	Medium	\$700,000	-
CI-10	Graystone Ln	Pleasant Ridge Rd	Realignment, Left Turn Lane	Medium	\$2,700,000	-
CI-11	Deschutes Market Rd	Graystone Ln	Signal With Turn Lanes	Medium	\$2,300,000	-
CI-12	Venture Ln	S Century Dr	Roundabout Or Realignment	Medium	\$2,100,000	-
CI-13	S Canal Blvd	McVey Ave	Realignment	Medium	\$400,000	-
CI-14	Cinder Butte Rd	Cheyenne Rd	Realignment	Medium	\$200,000	-
CI-15	Johnson Rd	Tyler Rd	Realignment	Medium	\$600,000	-
CI-16	Cline Falls Hwy	Cook Ave/Tumalo Rd	Roundabout Or Realignment	Medium	\$1,800,000	\$200,000
CI-17	S Canal Blvd	SW Young Ave	Realignment	Medium	\$300,000	-
CI-18	Baker Rd	Cinder Butte Rd	Intersection Improvements	Medium	\$1,200,000	-
CI-19	NW Lower Bridge Way	NW 19th St	Turn Lanes/ Realignment	Medium	\$500,000	-
CI-20	Old Bend Redmond Hwy	Swalley Rd/Kiowa Dr	Realignment	Low	\$200,000	-
CI-21	NW Lower Bridge Way	NW 31st St	Turn Lanes	Low	\$500,000	-
CI-22	Baker Rd	Brookwood Blvd	Signal/Turn Lanes	Low	\$1,400,000	\$100,000

ROADWAY CHANGES

As discussed in Chapter 4, the needs assessment identified strategic roadway corridors where vehicular capacity and/or changes to the roadway characteristics may be needed to help support future growth and economic development in the region as well as to enhance the safety of all users. The identified projects also can help to strength connections between areas of the County and to other areas in Central Oregon. These projects are illustrated in **Figure 5-2** and **Table 5-2**. The projects identified will be implemented over time to reflect changing needs for the various users of the transportation system and economic development opportunities.

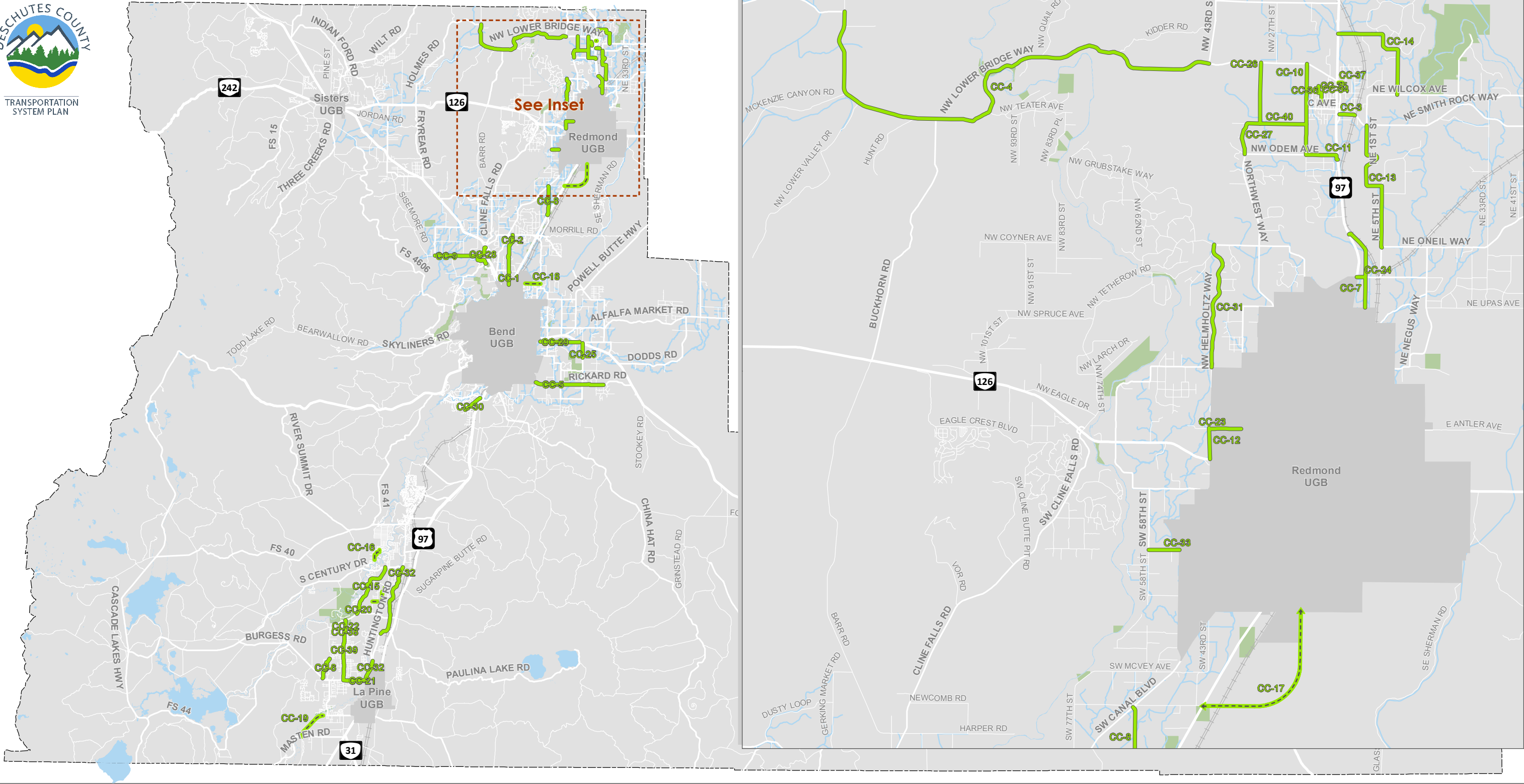
In reviewing the prioritized list, it is helpful to note that many existing roadways within the County area are not built to current County standards and that not all roadways within the County will be rebuilt to match these standards over the next 20 years. It is also important to note that changes to existing roadways (beyond those identified in the TSP) may be required as part of future land use approvals consistent with the roadway functional classification requirements.



Figure 5-2 – Roadway Changes



\\ntslon.com\sv\h_projects\24\24964 - Deschutes County TSP\gis\TSP Figures\5-2 County Roadway Projects.mxd Date: 6/8/2023



- County Road Projects
- - - County Road Extension Projects
- + Parks
- + Water
- + UGBs

Data Source: ODOT, Oregon State Parks, Deschutes County

Table 5-2. Roadway Changes and Associated Cost Estimates

ID	Road	Begin	End	Project Description	Priority	Cost Estimate	Bike/Ped Component of Cost
CC-1	Hunnell Rd	Loco Rd	Rodgers Rd	New Road	High	\$1,600,000	\$500,000
CC-2	Hunnell Rd	Rodgers Rd	Tumalo Rd	Reconstruction/ Pave	High	\$3,900,000	\$1,200,000
CC-3	Smith Rock Way	Highway 97	Railroad Crossing/UGB Terrebonne	Widen & Overlay	High	\$600,000	\$200,000
CC-4	NW Lower Bridge Way	43rd St	Holmes Rd	Widen & Overlay	Medium	\$8,900,000	\$3,500,000
CC-5	Rickard Rd	Knott Rd/27th St	Bozeman Trail	Widening	Medium	\$2,300,000	\$700,000
CC-6	Sunrise Ln	300' North Of Shady Ln	Burgess Rd	County Standard Improvement	Medium	\$1,300,000	\$400,000
CC-7	N. Canal Blvd	Redmond City Limits	O'Neil Hwy	Widen & Overlay	Medium	\$700,000	\$200,000
CC-8	61st St	S. Canal Blvd	Hwy 97	Widen & Overlay	Medium	\$1,800,000	\$600,000
CC-9	Tumalo Reservoir Rd	OB Riley Rd	Collins Rd	Widen & Overlay	Medium	\$5,300,000	\$1,600,000
CC-10	NW 19th St	NW Lower Bridge Way	NW Odem Ave	County Standard Improvement	Medium	\$2,700,000	\$800,000
CC-11	NW Odem Ave	NW 19th St	Hwy 97	County Standard Improvement	Medium	\$1,100,000	\$300,000
CC-12	SW Helmholtz Way	OR 126	Antler Ave	Widen & Overlay	Medium	\$900,000	\$300,000
CC-13	NE 1st St, Ne Knickerbocker Ave, And Ne 5th St	O'Neil Hwy	Smith Rock Way	Widen & Overlay	Low	\$3,400,000	\$1,000,000
CC-14	NW Eby Ave, Ne 5th St, Ne Cayuse Ave, And Ne 9th St	US97	Ne Wilcox Rd	Widen & Overlay	Low	\$1,700,000	\$500,000
CC-15	Whittier Dr, Wolf St, And Shawnee Circle	Whittier Dr - End of County Maintenance	Lazy River Dr	County Standard Improvement	Low	\$2,600,000	\$800,000

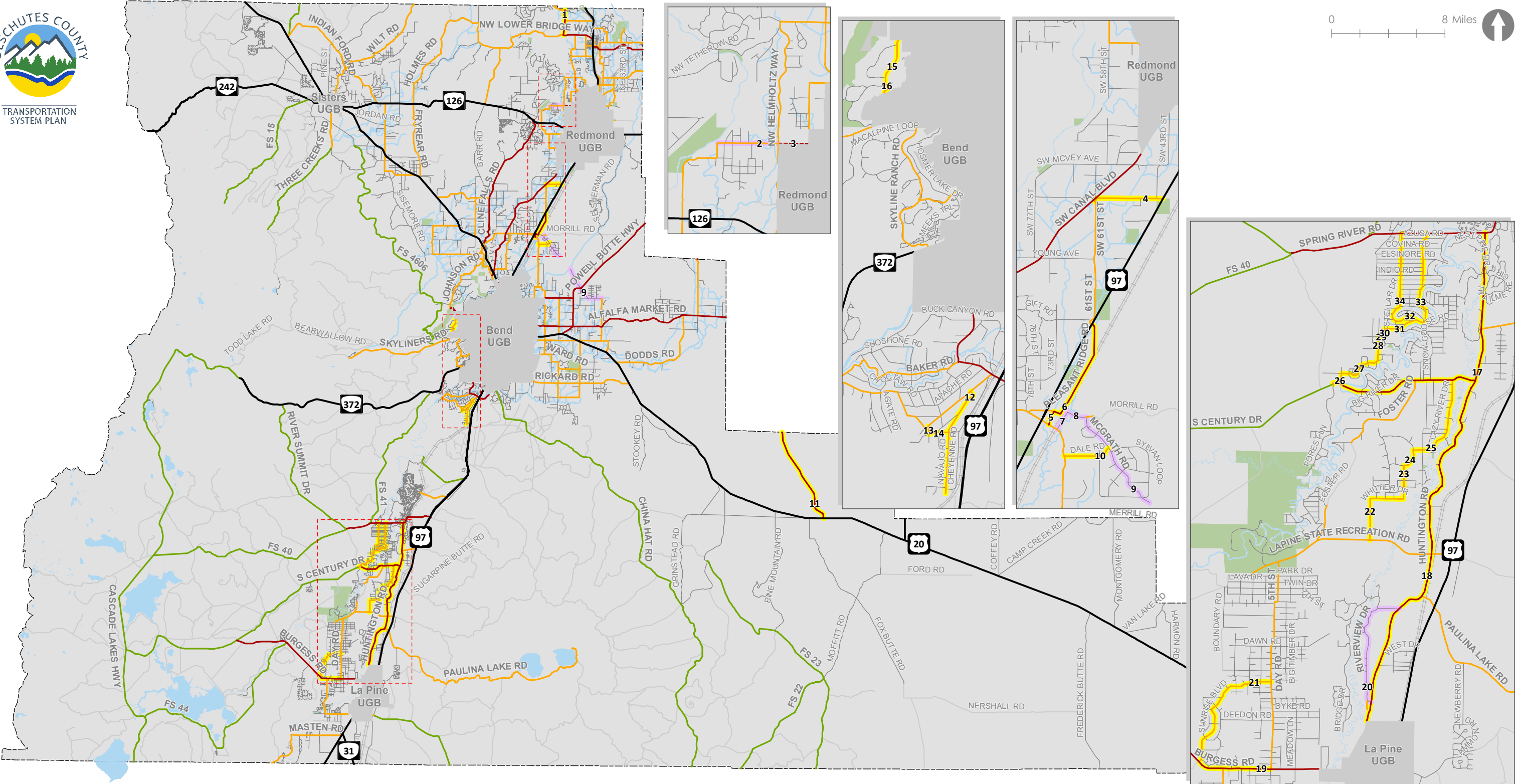
ID	Road	Begin	End	Project Description	Priority	Cost Estimate	Bike/Ped Component of Cost
CC-16	Stellar Dr, Upland Rd, Savage Dr, Winchester Dr, Browning Dr	Stellar Dr End of County Maintenance (@Milky Way)	Stage Stop Dr (@Browning Dr/Pitch Ct)	County Standard Improvement	Low	\$1,300,000	\$400,000
CC-17	SW 19th St	End Of Pavement – SW 19th St	US97 (In the Vicinity of SW Quarry Ave)	Illustrative Roadway Extension. May require statewide planning goals exceptions prior to implementation	To be determined	\$8,600,000	\$2,600,000
CC-18	Cooley Rd	Urban Growth Boundary	Deschutes Market Rd	Roadway Extension	Low	\$2,900,000	\$900,000
CC-19	6th St	Masten Rd	6th St - End Of County Maintenance	Roadway Extension	Low	\$3,800,000	\$1,100,000
CC-20	Foster Rd	South Century Dr	La Pine State Rec. Rd	County Standard Improvement/ Widen & Overlay	Low	\$4,100,000	\$1,200,000
CC-21	Burgess Rd	Day Rd	Huntington Rd	Widen & Overlay	Low	\$1,900,000	\$600,000
CC-22	5th St (La Pine)	Amber Ln	La Pine State Rec. Rd	Widen & Overlay	Low	\$800,000	\$200,000
CC-23	W Antler Ave	NW 35th St	NW Helmholtz Way	Widen & Overlay	Low	\$400,000	\$100,000
CC-24	O'Neil Hwy	N Canal Blvd	Highway 97	Widen & Overlay	Low	\$1,100,000	\$300,000
CC-25	Gosney Rd	US 20	Canal, 1 Mile South of Us20	Widen & Overlay	Low	\$2,800,000	\$800,000
CC-26	31st St	NW Sedgewick	NW Lower Bridge Way	Widen & Overlay	Low	\$1,000,000	\$300,000
CC-27	NW Almeter Way	Northwest Way	NW Sedgewick Ave	Widen & Overlay	Low	\$500,000	\$200,000

ID	Road	Begin	End	Project Description	Priority	Cost Estimate	Bike/Ped Component of Cost
CC-28	Bailey Rd	US 20	Tumalo Reservoir Rd	Widen & Overlay	Low	\$1,300,000	\$400,000
CC-29	Bear Creek Rd	City Limits	US 20	Widen & Overlay	Low	\$3,200,000	\$1,000,000
CC-30	Cinder Butte Rd	Baker Rd	Minnetonka Ln	Widen & Overlay	Low	\$1,300,000	\$400,000
CC-31	NW Helmholtz Way	Maple Ave	NW Coyner Ave	Widen & Overlay	Low	\$2,500,000	\$700,000
CC-32	Huntington Rd	South Century Dr	Burgess Rd	Widen & Overlay, Excluding Portion from Riverview Dr to Riverview Dr	Low	\$6,600,000	\$2,000,000
CC-33	SW Wickiup Ave	SW Helmholtz Way	SW 58th St	Widen & Overlay	Low	\$600,000	\$200,000
CC-34	4th St (Terrebonne)	Majestic Rock Dr	F Ave	County Standard Improvement	Low	\$200,000	\$100,000
CC-35	F Ave (Terrebonne)	4th St	5th St	County Standard Improvement	Low	\$100,000	-
CC-36	5th St (Terrebonne)	F Ave	Central Ave	County Standard Improvement	Low	\$300,000	\$100,000
CC-37	H Ave (Terrebonne)	11th St	12th St	County Standard Improvement	Low	\$200,000	\$100,000
CC-38	Amber Ln	5th St	Day Rd	Realignment	Low	\$300,000	\$100,000
CC-39	Day Rd	Amber Ln	Burgess Rd	Widen & Overlay	Low	\$3,000,000	\$900,000
CC-40	NW Sedgewick Ave	NW 19th Ave	NW Almeter Way	Widen & Overlay	Low	\$1,000,000	\$300,000

In addition to the roadway changes, the County is proposing changes to the existing functional classification system based on review by County staff, input from stakeholders, and coordination

with partner agencies. These changes will occur as part of TSP implementation. These recommended changes are shown in **Figure 5-3** and **Table 5-3**.

Figure 5-3 - Functional Classification Changes



\\kfileson.com\sv\h_projects\24\24964 - Deschutes County TSP\gis\TSP\Figures\5-3 Proposed Functional Roadway Classifications.mxd Date: 6/8/2023

- Highway
- Arterial
- - - Future Arterial
- Collector
- Functional Class Upgrade
- Functional Class Downgrade
- ⊕ Parks
- ☪ Water

Data Source: Deschutes County

Table 5-3. Changes to the Functional Classification Designations

ID	Road	Begin	End	Functional Classification		Comments
				Current	Proposed	
1	43rd St	NW Lower Bridge Way	NW Chinook Ave	Collector	Arterial	One of the main roads NW of Terrebonne, main access to Crooked River Ranch, 1/2 access roads to CRR
2	NW Maple Ave	NW Helmholtz Way	NW 59th St	Arterial	Collector	Possible database error, updating to match county mapping
3	NW Maple Ave	NW 35th St	NW Helmholtz Way	N/A	Arterial	Future connection; called out in the city of Redmond tsp; from tsp- "proposed 3 lane arterial to improve connectivity between and within existing neighborhoods, employment, and commercial areas, to provide connections to newly developed or developing areas, and to provide alternative travel routes for all models to existing streets"
4	SW Quarry Ave	US97	S Canal Blvd	Local	Collector	Improve connection to canal which is an arterial road that runs parallel to US97, key road segment in connection to north Tumalo area from US97, 2 lane road with narrow gravel shoulders
5	Graystone Ln	Deschutes Market Rd	Pleasant Ridge Rd	Collector	Arterial	1275' segment that is key in the eastern parallel roads to US97, Connection for US97 Access from Tumalo Rd/ Deschutes market road
6	Pleasant Ridge Rd	Graystone Ln	US97	Collector	Arterial	600' segment that is key in connection for US97 Access from Tumalo Rd/Deschutes market road
7	19th St	Deschutes Market Rd	Morrill Rd	Collector	Local	1750' segment that connects to rural farmland area NE of Bend, no major traffic generators
8	Morrill Rd	19th St	McGrath Rd	Collector	Local	1675' segment that connects to rural farmland and hiking area NE of Bend, no major traffic generators, the rest of Morrill Rd is local

ID	Road	Begin	End	Functional Classification		Comments
				Current	Proposed	
9	McGrath Rd	Morrill Rd	End	Collector	Local	Road that connects to rural farmland area NE of Bend, no major traffic generators
10	Dale Rd	Deschutes Market Rd	McGrath Rd	Local	Collector	4,180' segment that connects rural land to Deschutes Market Rd
11	George Millican Rd	US 20	County Line	Local	Arterial	Possible database error, updating to match county mapping
12	Navajo Rd	Cinder Butte Rd	End	Local	Collector	Traffic from homes, driveways every 50-100', 1' paved shoulder, connects to cinder butte road which is a collector
13	Minnetonka Ln	Cinder Butte Rd	Cherokee Dr	Local	Collector	Traffic from homes, driveways every 50-100', no paved shoulder, connects to cinder butte road which is a collector
14	Cherokee Dr	Minnetonka Ln	Navajo Rd	Local	Collector	Traffic from homes, driveways every 50-100', 1' paved shoulder, connects to Minnetonka Lane and Navajo road that are being upgraded as well
15	McClain Dr	City Limits	Sage Steppe Dr	Local	Collector	Possible database error, updating to match county mapping
16	Sage Steppe Dr	McClain Dr	City Limits	Local	Collector	1580' segment in new developed area, continues McClain drive proposed upgrade of collector
17	S Century Dr	Spring River Rd	Deschutes River Xing	Collector	Arterial	Connection to the communities of Three Rivers, Caldera Springs, and Crosswater
18	Huntington Rd	S Century Dr	City Limits	Collector	Arterial	Connection between La Pine, Three Rivers, and Sunrise; gravel shoulder and paved shoulder 0'-2'
19	Burgess Rd	Day Rd	Sunrise Blvd	Collector	Arterial	Possible database error, updating to match county mapping
20	Riverview Dr	Huntington Rd	Huntington Rd	Collector	Local	Parallel to Huntington Road, rural connections to river and homes, curvy road

ID	Road	Begin	End	Functional Classification		Comments
				Current	Proposed	
21	Sunrise Blvd	Burgess Rd	Day Rd	Local	Collector	Connection to many homes, driveways every 50-300', gravel shoulders, paved shoulders 0-2'
22	Whittier Dr	La Pine State Rec. Rd	Wolf St	Local	Collector	Enhance connection route to La Pine state park from Three Rivers and other communities to the north; 1/2 is a gravel road, other half is paved with no striping
23	Wolf St	Whittier Dr	Shawnee Circle	Local	Collector	Enhance connection route to La Pine state park from Three Rivers and other communities to the north; gravel road
24	Shawnee Circle	Wolf St	Lazy River Dr	Local	Collector	Enhance connection route to La Pine state park from Three Rivers and other communities to the north; gravel road
25	Lazy River Dr	Shawnee Circle	S Century Dr	Local	Collector	Enhance connection route to La Pine state park from Three Rivers and other communities to the north
26	Bonanza Ln	S Century Dr	Stage Stop Dr	Local	Collector	Enhance connection route to west Three Rivers homes and big river group campground
27	Stage Stop Dr	Bonanza Ln	Browning Dr	Local	Collector	Enhance connection route to west Three Rivers homes
28	Browning Dr	Stage Stop Dr	Winchester Dr	Local	Collector	Enhance connection route to west Three Rivers homes
29	Winchester Dr	Browning Dr	Savage Dr	Local	Collector	Enhance connection route to west Three Rivers homes
30	Savage Dr	Winchester Dr	Upland Rd	Local	Collector	Enhance connection route to west Three Rivers homes
31	Upland Rd	Savage Dr	Milky Way	Local	Collector	Enhance connection route to west Three Rivers homes
32	Milky Way	Stellar Dr	Solar Dr	Local	Collector	Enhance connection route to west Three Rivers homes
33	Solar Dr	Milky Way	Spring River Rd	Local	Collector	Enhance connection route to west Three Rivers homes
34	Stellar Dr	Milky Way	Spring River Rd	Local	Collector	Enhance connection route to west Three Rivers homes

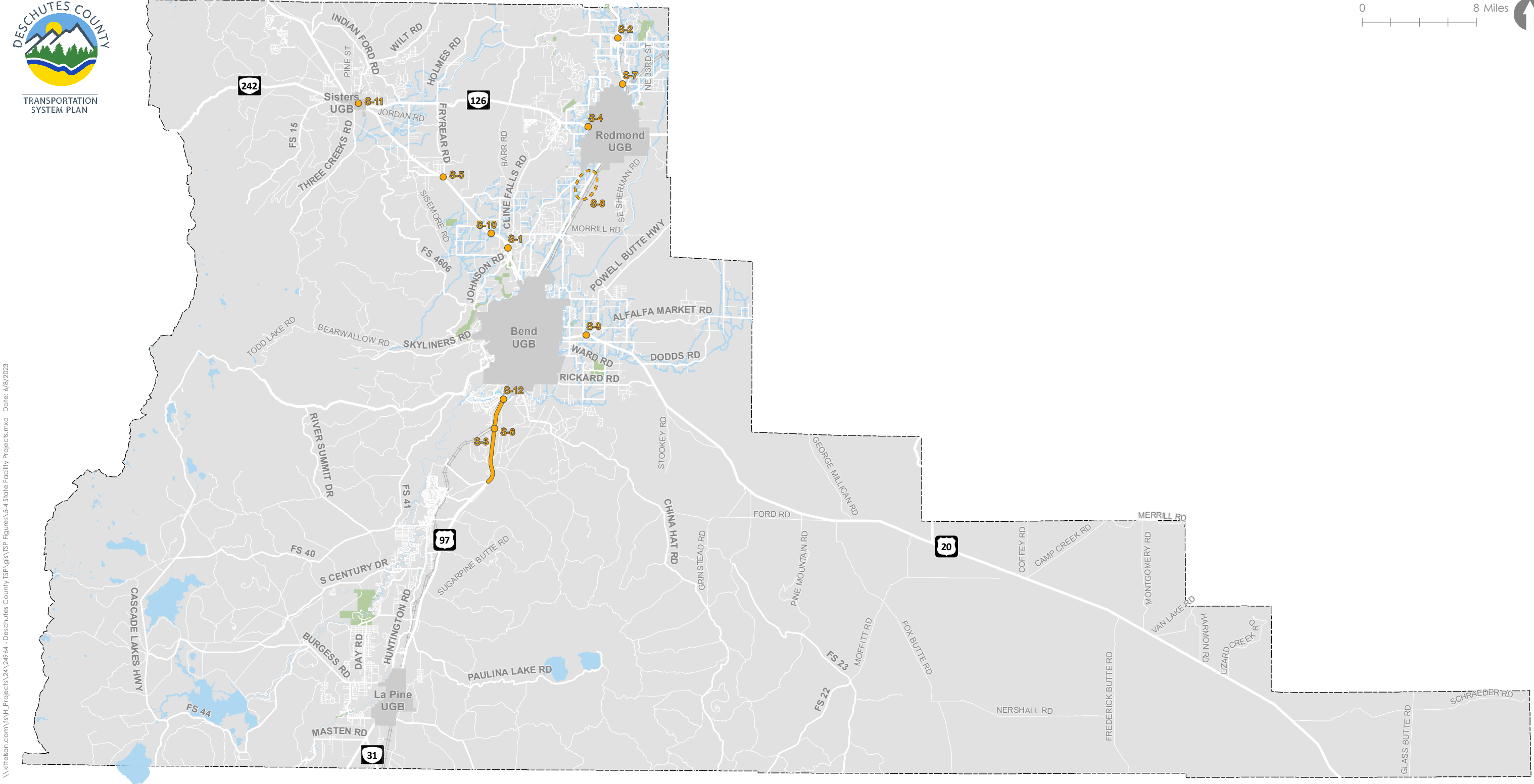
ODOT Intersections and Roadways

Future changes to ODOT intersections and roadways within the County have been identified in previously adopted and/or acknowledged transportation plans. ODOT and County staff prioritized the list of changes for inclusion in the TSP. These are shown in **Figure 5-4** and **Table 5-4**. In addition to this list, the County will continue to partner with ODOT to monitor and identify future projects that help to address the needs of local, regional and statewide travel.

As the road authority for projects on the state highway system, the timing, need, and funding for projects will be directed by ODOT rules and regulations. In some cases, the County may partner with ODOT on implementation whereas in others, the projects will be planned, designed and constructed by ODOT.



Figure 5-4 – ODOT Facility Changes



- State Highway Projects
- Parks
- Water
- UGBs

Data Source: ODOT, Oregon State Parks, Deschutes County

Table 5-4. ODOT Intersections Changes and Associated Cost Estimates

ID	Road 1	Road 2	Desc.	Notes	Priority	Cost	County Contribution	Bike/Ped Component of County Contribution
S-1	US 20	Cook Ave/O.B. Riley Rd	Two-Lane Roundabout	ODOT project programmed for 2023	High	\$11,000,000	\$9,100,000	\$1,800,000
S-2	US97	Lower Bridge Way	Grade Separated Interchange From US97	Interchange project identified via US97: Terrebonne/Lower Bridge Way improvement project. ODOT project programmed for 2023.	High	\$30,200,000	\$10,000,000	\$700,000
S-3	US97	Baker Road To Lava Butte	Implementation Of Multiuse Path	ODOT project currently in design phase	High	\$3,000,000	-	-
S-4	OR 126	SW Helmholtz Way	Traffic Signal or Intersection Improvement	Coordinate with city of Redmond & ODOT on specific project. Also identified within Redmond tsp.	Medium	\$1,000,000	\$500,000	\$100,000
S-5	US 20	Fryrear Rd	Turn Lane on Highway, Realign	Intersection identified within Deschutes County TSAP	Medium	\$3,000,000	\$2,500,000	-
S-6	US97	Deschutes River Woods South Interchange Project	Interchange	This project will provide a grade separated interchange on US97 that will connect the Deschutes River Woods subdivision (west) and the High Desert Museum area (east). A future refinement process (interchange area management plan, or other) will determine the connection point to the DRW. A grade separation of the BNSF Railroad will also be required.	Low	\$42,900,000	\$10,000,000	-

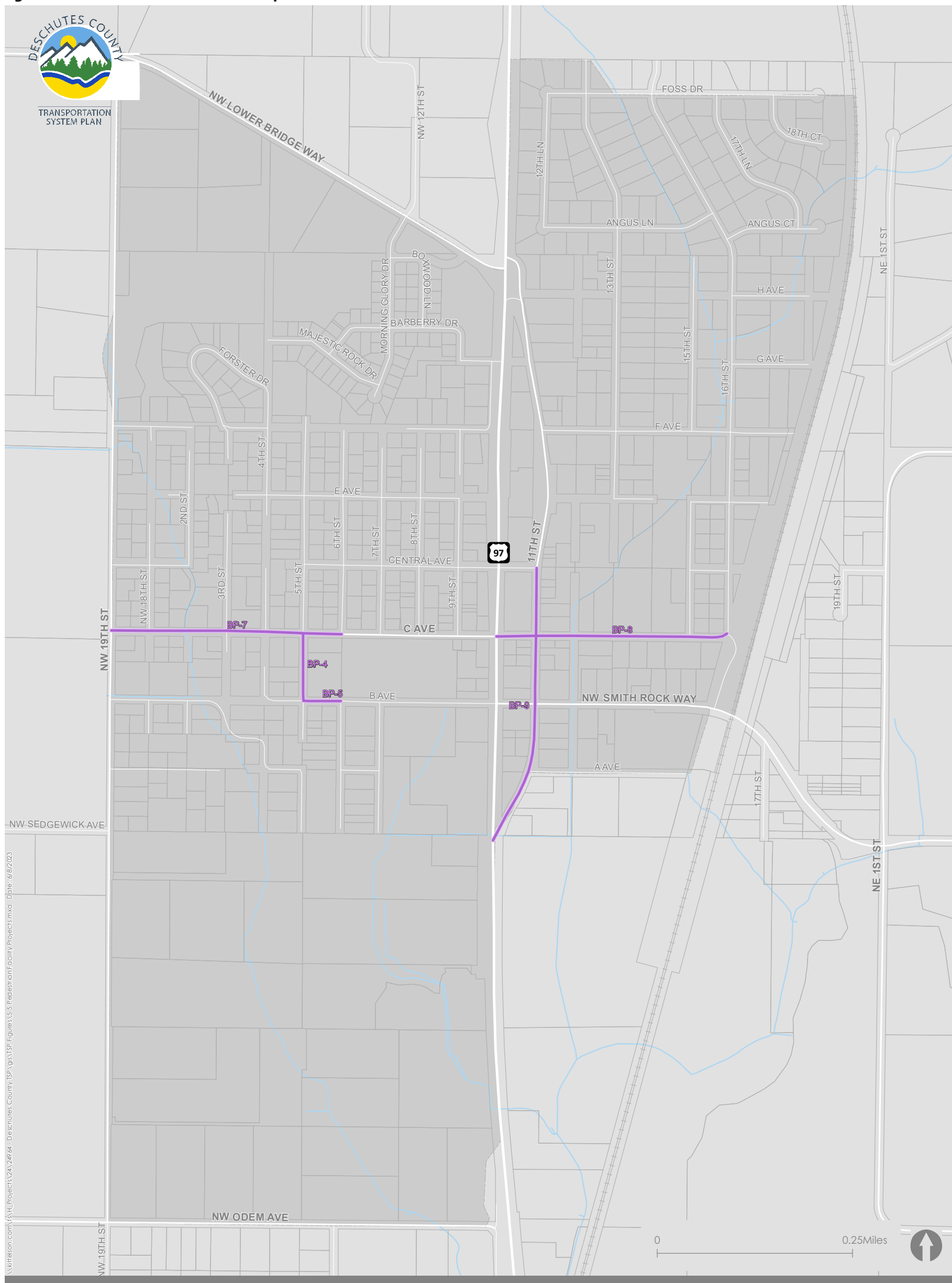
ID	Road 1	Road 2	Desc.	Notes	Priority	Cost	County Contribution	Bike/Ped Component of County Contribution
S-7	US97	Pershall-O'Neil Hwy	Implement Components of the Interchange Area Management Plan (IAMP) Adopted for This Area.	The county will coordinate with ODOT and the city of Redmond on the appropriate county involvement to implement IAMP projects.	Low	Multiple Projects	-	-
S-8	US97	Quarry Rd	Grade Separated Interchange From US97	Illustrative Project. Timing and need to be further refined. May require statewide planning goals exceptions prior to implementation. Need for project likely driven by economic development within Redmond industrial lands	To be determined	\$50,000,000	\$5,000,000	-
S-9	US 20	Powell Butte Hwy	Roundabout	Project timing and need to be further refined.	Low	\$5,000,000	\$500,000	-
S-10	US 20	Pinehurst Rd	Turn Lane on Highway, Realign	Project timing and need to be further refined.	Low	\$3,000,000	\$2,500,000	-
S-11	US 20	Locust St	Roundabout	County contribution to ODOT/ city of Sisters project	Low	\$6,000,000	\$1,000,000	-
S-12	US97	Baker Road	Implement Components of The Interchange Area Management Plan (IAMP) For This Area.	The county will coordinate with ODOT and the city of Bend on the appropriate county involvement to implement IAMP projects.	Low	Multiple Projects	-	-

PEDESTRIAN FACILITIES

Figure 5-5 and **Table 5-5** reflect priorities for changes to the pedestrian system within Terrebonne and Tumalo. In general, the sidewalks identified in the TSP reflect providing sidewalks between the residential areas and schools as well as to provide connections to neighborhood commercial areas in the two communities.

Other changes to the pedestrian system as well as pedestrian crossing improvements may be provided in the future based on project development and design as well as funding opportunities. The County may require sidewalk construction as part of future land use actions as well, consistent with the Development Code requirements.

Figure 5-5A – Pedestrian Facilities Improvements



- Pedestrian Projects
- + Parks
- ~ Water
- Unincorporated Cities

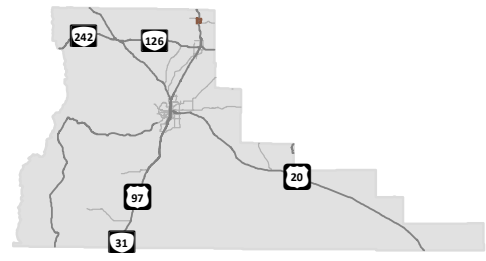
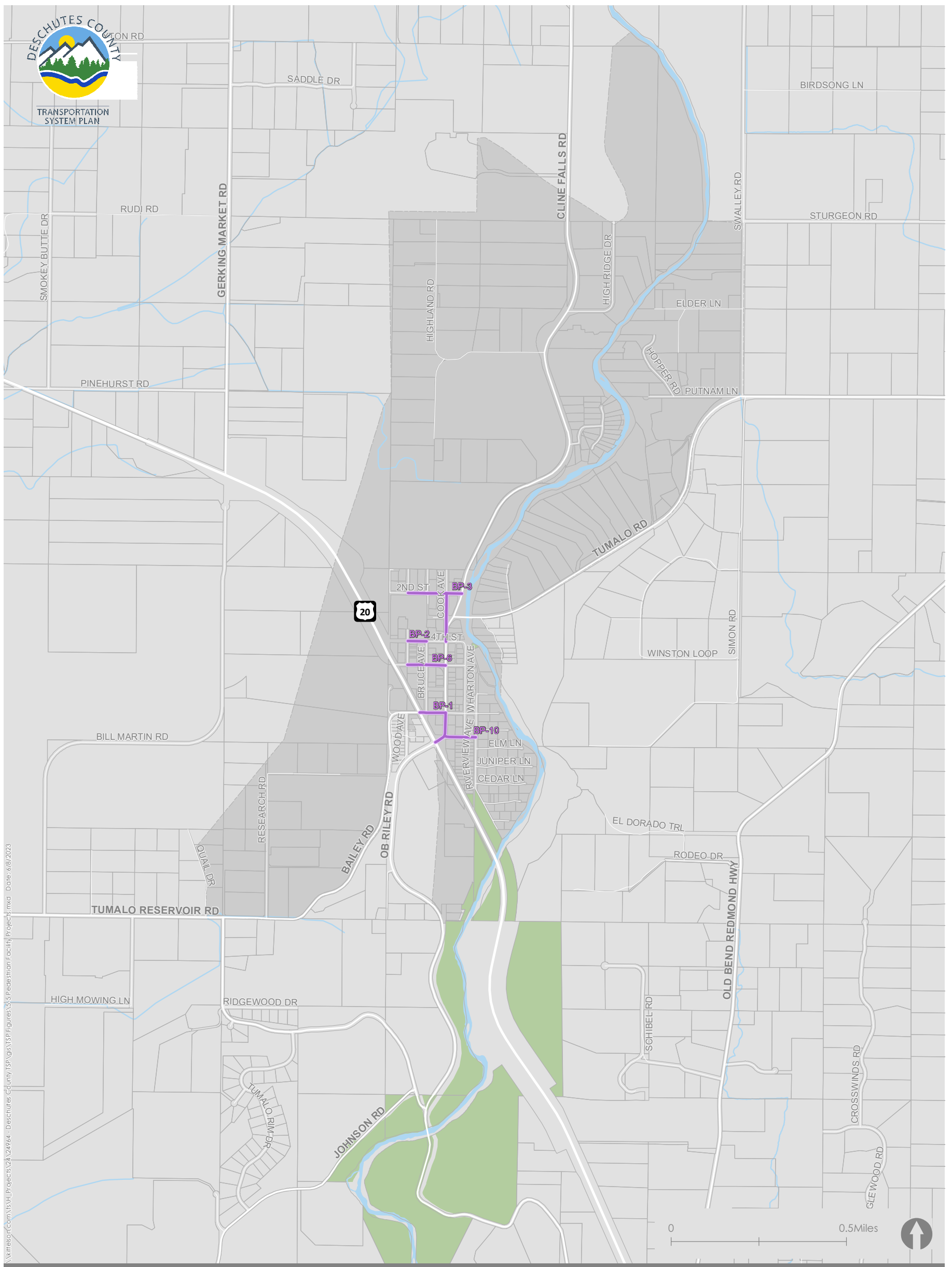


Figure 5-5B

**Pedestrian Facility Projects
Terrebonne , Oregon**

Data Source: Deschutes County

Figure 5-5B – Pedestrian Facilities Improvements



- Pedestrian Projects
- + Parks
- Water
- + Unincorporated Cities

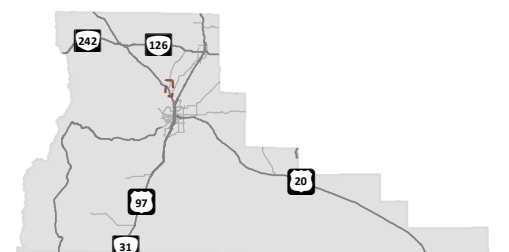


Figure 5-5A

Table 5-5. Pedestrian Facilities and Associated Cost Estimates

ID	Road	Begin	End	Description	Priority	Cost
BP-1	7th St (Tumalo)	US 20	Cook Ave	5' Sidewalk On Both Sides	High	\$300,000
BP-2	4th St (Tumalo)	Wood Ave	Bruce Ave	5' Sidewalks On Both Sides	High	\$300,000
BP-3	2nd St/Cook Ave Sidewalks (SRTS-Tumalo)	Tumalo School	Cline Falls/4th Street	5' Sidewalks In Areas Without	Medium	\$1,700,000
BP-4	5th St (Terrebonne)	B Ave	C Ave	5' Sidewalk On East Side Only	Medium	\$200,000
BP-5	B Ave (Terrebonne)	5th St	6th St	5' Sidewalk, North Side Only	Medium	\$200,000
BP-6	5th St (Tumalo)	Wood Ave	Cook Ave	5' Sidewalks On Both Sides	Medium	\$500,000
BP-7	C Ave (Terrebonne)	6th St	NW 19th St	5' Sidewalks On Both Sides	Medium	\$1,000,000
BP-8	C Ave (Terrebonne)	US97	16th St	5' Sidewalk On South Side Only	Low	\$600,000
BP-9	11th St (Terrebonne)	Central Ave	US97	5' Sidewalks On Both Sides	Low	\$1,100,000
BP-10	8th St (Tumalo)	Cook Ave	Riverview Ave	5' Sidewalks On Both Sides	Low	\$400,000

BICYCLE FACILITIES

Deschutes County provides and maintains useable shoulders along roadways for use by people riding bikes though not all roadways are currently improved to include such facilities. The County has an aspirational bicycle route system, referred to as County Bikeways, where useable shoulders will be provided, as practical, as part of ongoing maintenance and roadway improvements projects. Facilities designated as County Bikeways are shown in **Figure 5-6**.

Crossing improvements, though not specifically identified in the TSP, may be provided when bicycle facilities are constructed that cross major roads. The need for and type of crossing treatments as well as other facility changes will be evaluated at the time of project development and design. The County may provide such facilities as standalone projects or in conjunction

with scheduled maintenance activities. At the time the TSP was written, the County was evaluating potential changes to the Development Code requirements (as included in the County Code Title 22 requirements) related to bicycle facility requirements as part of land use actions. Future changes to Title 22 will be considered as part of TSP implementation.

In addition, as part of implementation of the TSP, changes to the bicycle network will continue to be informed as part of the County’s Bicycle and Pedestrian Committee (BPAC) activities. BPAC’s mission is “to promote and encourage safe bicycling and walking as a significant means of transportation in Deschutes County” and focuses on both changes to the system as well as public education and awareness and a review of safety and funding needs as part of implementation of potential projects.

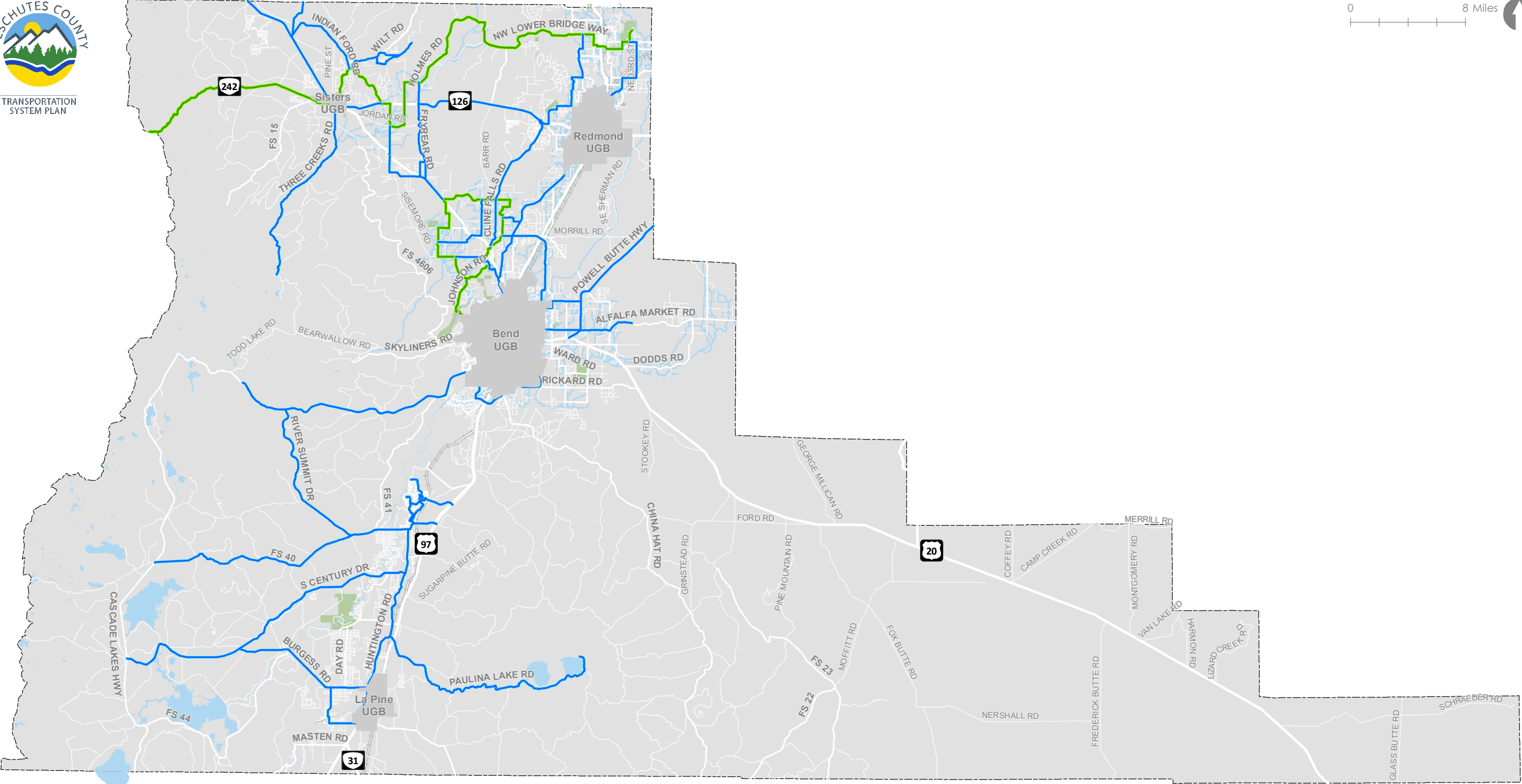
As part of that coordination, **Table 5-6** and **Table 5-7** identify regional bicycle connections that have been developed and prioritized with input from BPAC. Table 5-6 identifies routes that would connect communities and serve broad transportation functions, such as commuting, recreation, or daily services. Table 5-7 identifies routes that primarily provide connections to recreational opportunities, which could also serve to improve transportation mode choices available to County residents and visitors.

Over time, strengthening the identified connections will help to expand the overall

bicycle infrastructure within the County. Specific routes, including roadways and projects needed to support or develop these routes, have not yet been identified nor has the funding to construct and maintain these facilities. In the future, these costs may be funded by the County and/or a variety of agency partners, pending the actual alignment and project elements identified. The County will work with BPAC and agency partners, including ODOT and local jurisdictions, to advance development and implementation of preferred routes as resources allow.



Figure 5-6 – County Bikeways



\\kfitelson.com\B\H_Projects\2424964 - Deschutes County TSP\GIS\TSP\Figures\5-6 Bikeways.mxd Date: 6/8/2023

- County Bikeway
- Oregon Scenic Bikeways
- Parks
- Water
- UGBs

Data Source: ODOT, Oregon State Parks, Deschutes County

Finally, the County, by reference, will adopt the Map 11 of the Bend Parks and Recreation District's (BPRD's) Comprehensive Plan (2018) identifying future trail connections to parks within the County but outside the Bend (UGB) as well as those within the Deschutes National Forest. As noted in the BPRD plan, the trails have been prioritized for implementation but the actual alignments in the map are approximate and subject to future easement/user agreements to enable trail construction, availability of funding, and securing agreements from affected property owners for trailheads and parking areas.

As part of TSP implementation, the County will coordinate with BPRD on the planning for and timing of new trails. It is important to note that not all County roadways are currently or will be designed to provide roadside parking for trailhead users. The County will work with BPRD to identify appropriate locations in the future to provide safe access for trail users as well as to roadway users not accessing the parks/trails.

Table 5-6. Bicycle Route Community Connections

Community Connection	Description	Priority
Bend To Redmond	Various routes possible. Preferred route alignment has not been identified.	High
Bend To Sunriver	Route currently in design as a multi-use path along US97 (project s-3). Would connect bend, lava lands, and Sunriver.	High
Bend To Sisters	<p>Could include Bend to Tumalo and/or Bend to Tumalo state park connection, which is also a priority route, and would likely include county and ODOT facilities. Future coordination will be required.</p> <p>Additional Sisters to Tumalo connection may be necessary if Bend to Sisters route does not include the Tumalo community.</p>	High
Redmond To Sisters	Route could occur adjacent to or within ODOT right-of-way (or 126)	High
Redmond To Terrebonne	Route would likely occur adjacent to or within ODOT right-of-way (US97)	High
Redmond To Tumalo	Route may overlap with other route development, such as Bend to Sisters or possible Redmond to Sisters.	High
Sisters To Terrebonne & Smith Rock State Park	Route is currently part of a scenic bikeway. Improvements to the existing route, including improved crossings, are needed.	High

Community Connection	Description	Priority
Sisters To Black Butte Ranch	Significant prior planning which assumed a multi-use path parallel to US 20.	High
Deschutes River Woods to East Side of Bend	Route would connect area south of Bend to new development areas and recreational opportunities within or near southeast bend. Route could benefit from trail construction within future SE Bend developments.	Medium
Sunriver To La Pine	ODOT is currently in the planning stages to identify preferred route location.	Medium
Bend To Prineville	Route could utilize state highways and/or county roads. Coordination with ODOT and crook county will be required.	Low
Redmond To Powell Butte & Prineville	Route could utilize state highways and/or county roads. Coordination with ODOT and crook county will be required.	Low
Black Butte Ranch to Camp Sherman	Route would require coordination with Forest Service.	Low

Table 5-7. Bicycle Route Recreation Connections

Community Connection	Description	Priority
Bend To Redmond	Various routes possible. Preferred route alignment has not been identified.	High
Bend To Sunriver	Route currently in design as a multi-use path along US97 (project s-3). Would connect Bend, Lava Lands, and Sunriver.	High
Bend To Sisters	Could include Bend to Tumalo and/or Bend to Tumalo state park connection, which is also a priority route, and would likely include county and ODOT facilities. Future coordination will be required. Additional Sisters to Tumalo connection may be necessary if Bend to Sisters route does not include the Tumalo community.	High
Redmond To Sisters	Route could occur adjacent to or within ODOT right-of-way (or 126)	High
Redmond To Terrebonne	Route would likely occur adjacent to or within ODOT right-of-way (US97)	High
Redmond To Tumalo	Route may overlap with other route development, such as Bend to Sisters or possible Redmond to Sisters.	High
Sisters To Terrebonne & Smith Rock State Park	Route is currently part of a scenic bikeway. Improvements to the existing route, including improved crossings, are needed.	High

Community Connection	Description	Priority
Sisters To Black Butte Ranch	Significant prior planning which assumed a multi-use path parallel to US 20.	High
Deschutes River Woods to East Side of Bend	Route would connect area south of Bend to new development areas and recreational opportunities within or near southeast bend. Route could benefit from trail construction within future SE Bend developments.	Medium
Sunriver To La Pine	ODOT is currently in the planning stages to identify preferred route location.	Medium
Bend To Prineville	Route could utilize state highways and/or county roads. Coordination with ODOT and crook county will be required.	Low
Redmond To Powell Butte & Prineville	Route could utilize state highways and/or county roads. Coordination with ODOT and crook county will be required.	Low
Black Butte Ranch to Camp Sherman	Route would require coordination with Forest Service.	Low

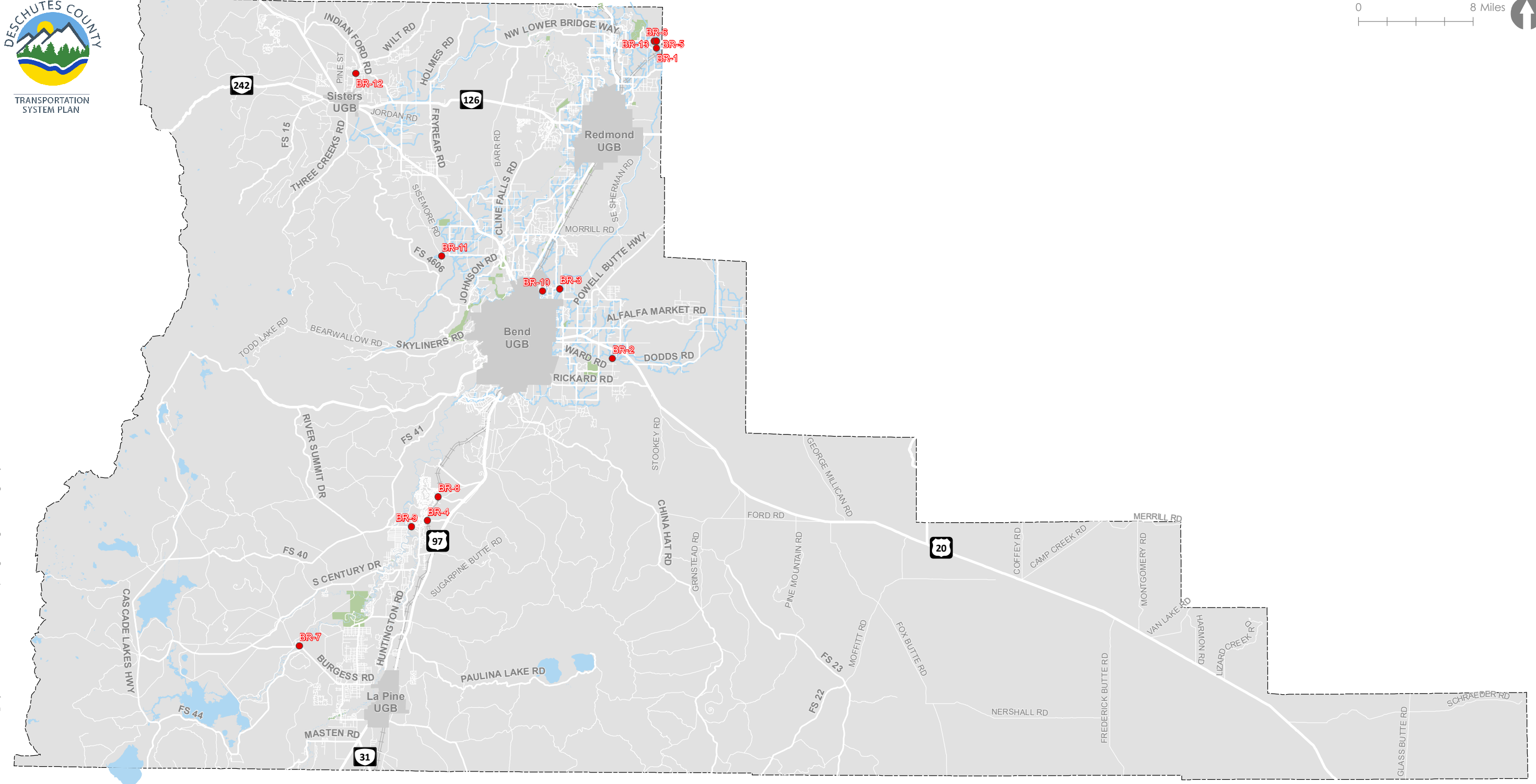
BRIDGES

In 2020, the majority of the County’s bridges were rated as being structurally sufficient. The County regularly reviews the structural ratings of its bridges and makes changes as funding and

other opportunities arise. Projects to address county bridge priorities are shown in **Figure 5-7** and **Table 5-8**. These projects represent the County’s current priorities but do not encapsulate all the bridges that may be modified over time.



Figure 5-7 Bridge Projects



\\villeston.com\sv\Projects\24\24944 - Deschutes County TSP\gis\TSP Figures\5.7 Bridge Projects.mxd Date: 6/8/2023

- Bridge Projects
- Parks
- Water
- UGBs

Data Source: ODOT, Oregon State Parks, Deschutes County

Table 5-8. Bridge Projects and Associated Cost Estimates

ID	Road	Location	Description	Priority	Cost
BR-1	Smith Rock Way	North Unit Canal	Replacement	High	\$1,000,000
BR-2	Gribbling Rd	Central Oregon Canal	Replacement	High	\$900,000
BR-3	Hamehook Rd	-	Replacement	High	\$1,100,000
BR-4	S Century Dr	BNSF RR	Rehabilitation	High	\$2,700,000
BR-5	Wilcox Ave	-	Removal	Medium	\$200,000
BR-6	Wilcox Ave	-	Removal	Medium	\$100,000
BR-7	Burgess Rd	-	Replacement	Medium	\$2,100,000
BR-8	Cottonwood Dr	BNSF RR	Replacement	Low	\$3,800,000
BR-9	Spring River Rd	Deschutes River	Rehabilitation	Low	\$400,000
BR-10	Old Deschutes Rd	Pilot Butte Canal	Replacement	Low	\$400,000
BR-11	Sisemore Rd	-	Replacement	Low	\$600,000
BR-12	Camp Polk Rd	-	Replacement	Low	\$1,400,000
BR-13	Wilcox Ave	-	New Bridge	Low	\$1,300,000

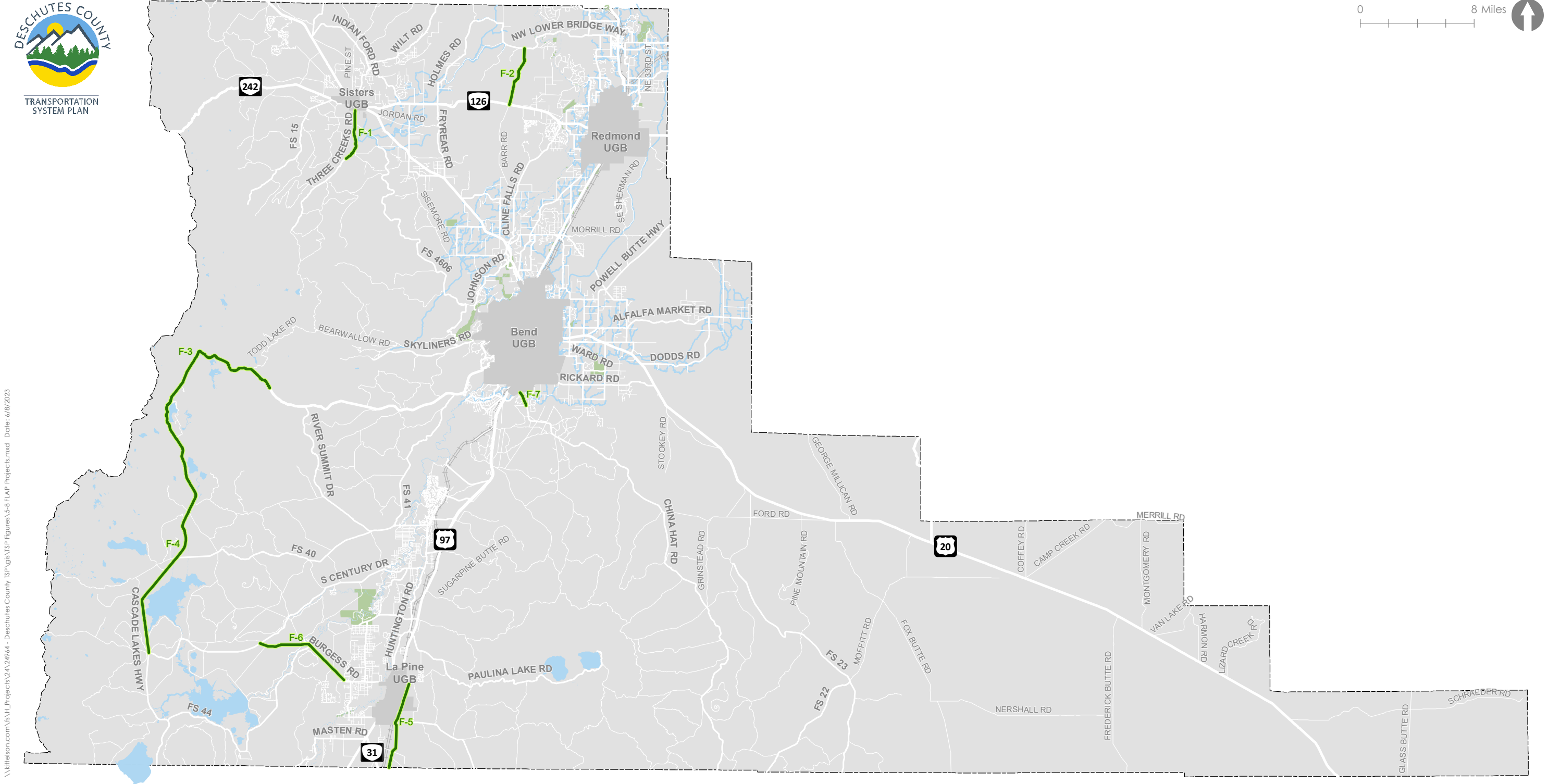
FEDERAL LANDS ACCESS PROGRAM ROADWAYS

The Federal Lands Access Program (FLAP) was established to “improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands.” This program is intended to provide supplemental funding to be used in combination with State and County funds for public roads, transit, and other transportation facilities. In particular, FLAP helps prioritize funding for “high-use recreation sites and economic generators.” FLAP is funded through the Federal Highway Trust Fund and its allocation is based on road mileage, bridges, land area and number of visits to the lands.

FLAP provides funding opportunities to help the County deliver capital projects to increase access to Federal Lands. In addition, FLAP is a funding tool to help the County fund maintenance of existing roads that provide access to Federal Lands, such as those designated as Forest Highways and other roads that provide similar access.

Figure 5-8 and **Table 5-9** identify the County’s current priorities for future FLAP-funded projects. As part of TSP implementation, the County will continue to coordinate with all of the federal agencies, BPRD, Cascades East Transit, and ODOT on the request for future FLAP-funded projects.

Figure 5-8 – FLAP Projects



- Federal Land Access Projects
- Parks
- Water
- UGBs

Data Source: ODOT, Oregon State Parks, Deschutes County

Table 5-9. FLAP Roadways and Associated Cost Estimates

Id	Road	Begin	End	Description	Priority	Cost	County Contribution	Bike/Ped Component of County Contribution
F-1	Three Creeks Rd	Sisters City Limits	Forest Service Boundary	3.7-mile-long segment scoped for widening, pavement rehabilitation, safety improvements, and removal of BR #16060	High	\$2,900,000	\$600,000	\$200,000
F-2	Buckhorn Rd	Lower Bridge Way	OR126	Reconstruction/ pave	Medium	\$6,500,000	\$1,300,000	\$400,000
F-3	Cascade Lakes Hwy	Milepost 21.98	Elk Lake	Widen & overlay; improve side slopes; increase horizontal sight distance; install guardrail; install centerline rumble strips, post-mounted delineators and high-type pavement markings; install shoulder rumble strips or edge line rumble strips; possible structure adjustments and culvert extensions or replacements; install left-turn and right-turn lanes at major destinations	Medium	\$12,200,000	\$2,400,000	\$700,000
F-4	Cascade Lakes Hwy	Elk Lake	S Century Dr	Widen & overlay; improve side slopes; increase horizontal sight distance; install guardrail; install centerline rumble strips, post-mounted delineators and high-type pavement markings; install shoulder rumble strips or edge line rumble strips; possible structure adjustments and culvert extensions or replacements; install left-turn and right-turn lanes at major destinations	Low	\$9,000,000	\$1,800,000	\$500,000
F-5	Darlene Way	Rosland Rd	County Line	County standard improvement of full-length Darlene Way; assumed no row acquisition on existing alignment across BLM land	Low	\$6,800,000	\$1,400,000	\$400,000
F-6	Burgess Rd	Sunrise Ct	South Century Dr	Widen & overlay	Low	\$5,300,000	\$1,100,000	\$300,000
F-7	China Hat Rd	Knott Rd	One Mile South of Knott Rd at The Deschutes National Forest Boundary	Widen & overlay	Low	\$900,000	\$200,000	\$100,000

TRANSIT

By reference, the County will adopt the Cascade East Transit (CET) Master Plan. This Master Plan has a number of projects that can help increase service to the unincorporated areas of the County as well as to the High Desert Museum and Lava Lands Visitor Center. As part of TSP implementation, the County will continue to partner with CET to identify collaborative funding sources and future service enhancements.

within the unincorporated areas of the County. The County will adopt the TSAP, by reference, as part of the updated TSP.

The top sites for safety improvements in unincorporated Deschutes County identified through the TSAP are shown in **Table 5-10**. This table also includes projects that have been identified to address these needs and relevant status. As part of TSP implementation, the County will continue to identify future project refinements, as needed, monitor the timing of intersection changes at these locations, and seek funding opportunities and/or the potential to combine safety-related projects with other project development within the County.

TRANSPORTATION SAFETY ACTION PLAN PROJECTS

The County's 2019 Transportation Safety Action Plan (TSAP) provides a range of projects, policies, and programs to address identified safety needs

Table 5-10. TSAP Priority Locations & Status

Intersection	Project Identified?	Status
US 20/Ward Rd/Hamby Rd	Roundabout	Project Complete
US97/Vandevent Rd	Intersection Improvement	Project Complete
US 20/Fryrear Rd	Turn Lane on Highway, Realign Fryrear Road (Project SI-5)	County to Coordinate with ODOT on Future Project Refinement.
Burgess Rd/Day Rd/Pine Forest Dr	Turn-Lanes	Project Complete
Bear Creek Rd/Ward Rd	None	County to Conduct Future Project Refinement.
Alfalfa Market Rd/Dodds Rd	None	County to Conduct Future Project Refinement.
US 20/Old Bend Redmond Hwy	Roundabout	ODOT Project Programmed for 2023
US 20/OB Riley Rd/Cook Ave	Roundabout	ODOT Project Programmed for 2023
US97/61st St	Improved as Part of ODOT US97 Bend to Redmond Project	Project Complete
US97/11th St/Lower Bridge Way	Part Of US97: Terrebonne/Lower Bridge Way Improvements	ODOT Project Programmed for 2023
61st St/Quarry Ave/Canal Blvd	Improved as Part of ODOT US97 Bend to Redmond Project	Project Complete
Northwest Way/Coyner Ave	Add Turn Lanes	Project Identified in Deschutes County TSP.
Alfalfa Market Rd/Walker Rd	None	County to Conduct Future Project Refinement.

Intersection	Project Identified?	Status
US97/Smith Rock Way/B Ave	Part Of US97: Terrebonne/Lower Bridge Way Improvements	ODOT Project Programmed for 2024
Deschutes Market Rd/Hamehook Rd	Roundabout	County Project Programed for 2023
US97/Burgess Rd	Traffic Signal	Project Identified in Wickiup Junction Refinement Plan. County to Coordinate with City of La Pine and ODOT on Future Project Refinement and Implementation.
US 20/Hawks Beard (Black Butte Ranch)	None	County to Coordinate with ODOT on Future Project Refinement.
El Camino Lane/Helmholtz Way	None	County to Conduct Future Project Refinement.
S Canal Blvd/Helmholtz Way	Add Turn Lanes	Project Complete
Dickey Rd/Nelson Rd	None	County to Conduct Future Project Refinement.
US97/Galloway Ave	None	County to Coordinate with ODOT on Future Project Refinement.
Butler Market Rd/Powell Butte Hwy	Roundabout	Programmed For 2023 Construction
Butler Market Rd/Hamby Rd	None	County to Conduct Future Project Refinement.
Butler Market Rd/Hamehook Rd	None	Intersection Now Under City of Bend Jurisdiction
Baker Rd/Cinder Butte Rd	Intersection Improvement	Project Identified in Deschutes County TSP.
S Century Dr/Huntington Rd	Roundabout	Project Identified in Deschutes County TSP.
Cline Falls Rd/Coopers Hawk Dr/ Falcon Crest Dr	None	County to Conduct Future Project Refinement.
Lower Bridge Way/19th St	Turn Lanes/Realignment (Project C-18)	Project Identified in Deschutes County TSP.
Lower Bridge Way/31st St	Turn Lanes (Project C-20)	Project Identified in Deschutes County TSP.
Lower Bridge Way/43rd St	Included in Future Roadway Improvement Project (Project CC-4)	Project Identified in Deschutes County TSP.

06 | FUNDING

Deschutes County receives transportation funding via a variety of state, federal, and local sources. Resources are initially budgeted to meet maintenance and operation standards; resources exceeding these needs are directed to the Road Department’s Capital Fund to fund Capital Improvement Plan (CIP) projects.

This Chapter provides a description of funding sources and a projection of capital resources available to fund CIP projects.

FUNDING SOURCES

State Highway Fund

The State Highway Fund (SHF) is managed by the State (ODOT) and contains revenue generated from taxes on motor fuels (gas and diesel), taxes on heavy trucks (including weight-mile tax and truck registrations), and driver/vehicle fees (license, title and registration).

Counties receive approximately 30% of SHF net revenue (whereas ODOT receives 50% and cities, 20%). Revenue increases to the SHF occur at irregular intervals at the discretion of the Oregon Legislature.

Within the 20-year horizon of the TSP/CIP, the State Highway Fund model will most likely transition to a user-based fee structure to replace the traditional fuel tax.

Federal Secure Rural Schools (SRS) and Payment in Lieu of Taxes (PILT) Program Funding

The federal Secure Rural Schools and Community Self Preservation Act (SRS) provides a federal payment to counties and school districts to offset the loss in timber revenue from federal land that is no longer received by counties due to environmental restrictions. Per federal code, a specific portion of SRS is dedicated to county road funding. In March 2023, the Deschutes County Road Agency (DCRA) was formed as an Intergovernmental Entity (per ORS 190) to receive SRS funding from the State via the federal

government. Funds received by the DCRA will be internally transferred to the Road Department for expenditure.

Payment in Lieu of Taxes (PILT) is a federal payment to counties with significant federal land holdings to partially offset the loss in tax revenue. PILT funding is to be used for government purposes and its allocation occurs at the discretion of the Board of County Commissioners. Historically, the Board has provided the Road Department with a portion of PILT in recognition of the significant reduction in SRS funding (prior timber revenue) received by the Road Department.

Federal Surface Transportation Block Grant (STBG) Funding

The Surface Transportation Block Grant program is a federal program which provides formulaic allocations to states to invest in federal-aid highways. The federal-aid system includes roads classified as collector and above, which includes county roads. A memorandum of understanding between the Oregon Department of Transportation, the League of Oregon Cities and the Association of Oregon Counties establishes a methodology for allocation of Oregon’s portion of the federal funding. Historically, ODOT has operated a fund exchange program for local government in which federal funding is exchanged (90%) for state dollars to enable local governments to deliver projects outside of the federal process.

Federal Lands Access Program (FLAP)

The Federal Lands Access Program is a federal program administered by the Federal Highway Administration for the purpose of improving transportation facilities that provide access to, are adjacent to, or are located within federal lands. Given the significant amount of federal land within Deschutes County, the Road Department has historically fared well in this competitive program for projects ranging from chip seal, bridge replacement, overlay and reconstruction efforts.

System Development Charges (SDC)

System Development Charges are fees assessed to new development (or redevelopment) to fund capacity adding improvements necessary to accommodate new growth within the County’s transportation system.

- Local Fuel Tax;
- Local Registration Fee; and,
- Sales Tax.

Deschutes County does not have a local funding source for transportation.

Routine State Grant Programs

The State of Oregon, via ODOT, provides grant programs to fund various aspects of local transportation systems. Primary State programs include:

- Safe Routes to Schools
- Local Bridge Program
- All Roads Transportation Safety (ARTS)

Federal Grant Programs

The Federal government funds various grant programs through occasional federal transportation bills, most recently the Bipartisan Infrastructure Law (BIL). Primary federal programs include:

- Safe Streets and Roads for All (SS4A);
- Highway Safety Improvement Program (HSIP);
- Rebuilding American Infrastructure Sustainably and Equitably (RAISE);
- Infrastructure for Rebuilding American (INFRA); and,
- Other programs.

Local Funding

- Due to statutory limitations and other restrictions, it is difficult for counties to generate transportation funding via local sources. Noted restrictions include:
- Prohibition in franchise fees from utility companies located in the public right-of-way; and,
- Restriction in use of general fund tax dollars for road purposes.

Notable funding sources, which require voter approval, include:

FUNDING PROJECTIONS – 20 YEAR ESTIMATE

With transportation funding almost exclusively derived from state and federal funding sources, the nature of transportation funding can be very cyclical in Oregon. The legislature has approved fuel tax increases only four times since 1993. The federal fuel tax has not increased since 1993.

The current state of transportation funding in Deschutes County is stable due to the passage of a phased-in 10-cent per gallon fuel tax approved via HB 2017 in 2017. The last remaining phase of the fuel tax will occur January 1, 2024 (2-cents per gallon).

Counties in Oregon receive approximately 30% of the SHF; individual county distribution is determined based upon the proportion of registered vehicles in each county. In 2023, Deschutes County received approximately 5.5% of the portion of the SHF allocated to counties in the state.

Prioritization of Expenditures

Based on the Road Department’s hierarchy of investment, funding for capital construction is a function of the total resources available, less the annual amount required to maintain and operate the system based on existing maintenance standards and operational levels-of-service. Maintenance standards and operation levels-of-service are derived from a combination of studies (example, annual pavement maintenance and budget options report), and operational policy (example, snow and ice plan).

Figure 6-1 represents the prioritization of expenditures for maintenance, operation and capital expenditures as annually presented to the County’s Budget Committee.

Figure 6-1: Hierarchy of Expenditures and Investment



Capital Funding Estimate Assumptions

A projection of transportation funding resources available for capital investment has been prepared for the 20-year investment period of the TSP and Capital Improvement Plan based on the following assumptions:

1. Current maintenance and operational standards remain in place.
2. The County’s existing Road Moratorium (Resolution 2009-118), which limits acceptance of new road miles into the County maintenance system, remains in place.
3. Existing funding levels remain in place and are occasionally adjusted legislatively to a level that will roughly match inflation.
4. No significant additional local funding mechanisms are developed or implemented.
5. State and Federal grant programs are available at approximately the same historical intervals and funding levels.

CAPITAL FUNDING ESTIMATE

A projection of transportation system revenues and expenditures for a 20-year horizon has been prepared with consideration to the noted assumptions and prioritization (hierarchy of expenditures and investment). For comparative and project placement purposes, the estimated available Capital Improvement Project revenue has been calculated in 2023 value and estimated across the High (0 to 5 years), Medium (6 to 10 years) and Low (11-20 years) priority timeframe.

Table 6-1: Capital Project Revenue Estimate (Present Value)

High Priority	Medium Priority	Low Priority	Total
0 to 5 Years	6 to 10 Years	11 to 20 Years	20-year CIP Funding
\$44,000,000	\$53,000,000	\$60,200,000	\$157,200,000

The proposed Capital Improvement Program will need to account for project funding availability within the approximate amounts as noted in **Table 6-1**. The estimated total capital project revenue of \$157M is approximately \$32M less than the \$189M project list per **Table 1-1** (Total Cost of Prioritized TSP Investments). The estimated funding gap can be addressed via additional and aggressive pursuit of state and federal grant funding opportunities for select projects throughout the 20-year horizon period.

ROAD MORATORIUM EVALUATION

In 2006, facing an unknown future regarding transportation funding, the Board of County Commissioners passed a Road Moratorium (Resolution 2006-049) which suspended the establishment of new County roads. The resolution was modified and replaced in 2009 (via Resolution 2009-118) to allow for the addition of collector and arterial road miles to the County’s system. A County road is a road that has been dedicated for public use, improved to County road standards, and accepted by the County for maintenance via Board action (ORS 368.001(1)). A road that has been dedicated for public use but has not been accepted for County maintenance is defined as a Local Access Road (per ORS 368.001(3)).

While the transportation funding environment has improved since 2006, many of the concerns which gave rise to the creation of the moratorium remain, such as:

1. High reliance on infrequent legislative adjustment to the state fuel tax, weight-mile tax, and DMV fees.
2. Funding mechanisms, such as the fuel tax, which have no inflation hedge and are therefore eroded or outpaced by inflation.

3. High reliance on fuel tax revenue which is negatively impacted by increasing fuel efficiency in vehicles, as well as an increasing number of hybrid and electric vehicles.
4. Reliance on federal programs, such as SRS and PILT, which require frequent reauthorization and are subject to reduction.
5. Legislative restrictions on the ability for counties to generate local revenue, such as a prohibition on establishment of franchise fees, and other mechanisms.

The Road Moratorium has allowed the County to invest new revenue in a Capital Improvement Plan program and has also focused long-term maintenance investment in the preservation of the County’s collector and arterial road network.

IMPACTS OF LIFTING THE ROAD MORATORIUM

Upon establishment of the Road Moratorium in 2006, the County ceased to accept new road infrastructure. Prior to 2006 road miles were added to the County system via new development as well as improvement of existing road miles via the Local Improvement District (LID) process.

New development which has occurred since 2006 has been required to establish private road maintenance funding arrangements which have typically occurred via a homeowners association or other road maintenance agreements. Approximately 30 miles of new local road infrastructure have been constructed in the post-moratorium era; these road miles could be immediately eligible for County acceptance and maintenance if the Road Moratorium were to be lifted. Additionally, approximately 380 miles of Local Access Road exist in Deschutes County, of

which over 120 miles exist within the 19 Special Road Districts within the County.

The Road Moratorium limited the ability to form LIDs – which are districts formed under rules within County Code and State Statute in which the County contracts for the design and improvement of County roads within the district and is reimbursed for the expense via assessments applied to properties within the district. Lifting of the Road Moratorium would allow Local Access Roads to become eligible for the LID process.

Lifting the Road Moratorium would result in increased costs associated with road maintenance for new local road miles added to the County system and the addition of staff to administer the LID program. An estimate of costs associated with the addition of new local road

infrastructure has been prepared based on the following assumptions:

1. Estimated annual cost of local road maintenance (paved) and operation: \$15,000/mi/year.
2. 30 miles of local road (previously constructed to County standard, post moratorium) will be added to the system in Year 1.
3. Twenty-five percent of Local Access Road mileage will be improved via the LID process in the 20-year horizon period (approximately 5 miles added per year).
4. Administration of the LID program will require 2.0 FTE (1-engineer and 1-administrative support personnel).

Table 6-2: Estimated Costs of Lifting the Road Moratorium (Present Value)

Item	Year 1 Cost	Year 2-20 Cumulative Cost	Total Cost for 20-year TSP/CIP Horizon Period
Acceptance of 30 miles of improved	\$450,000	\$8,550,000	\$9,000,000
Acceptance of 5 miles per year of new local road infrastructure (starting year 3)	\$0	\$12,825,000	\$12,825,000
Personnel costs associated with administration of the LID program	\$250,000	\$4,750,000	\$5,000,000
TOTAL	\$700,000	\$26,125,000	\$26,825,000

Lifting the moratorium would reduce funding available for capital projects by approximately \$27,000,000 across the 20-year horizon period.

Recommendation

Given the financial impact of lifting the Road Moratorium and concerns related to long-term transportation system funding in Oregon, it is

recommended that the Road Moratorium remain in place to extend Deschutes County’s ability to maintain its existing infrastructure and sustain a viable Capital Improvement Program into the future.

LOCAL ACCESS ROAD TOOLS AND FAQs

To assist with explanation and provide information to customers seeking to improve or establish maintenance on non-county maintained Local Access Roads (LARs), the Road Department provides the following information and explanation to customers:

How are Local Access Roads maintained?

LARs are typically maintained by adjacent property owners and road users. This usually occurs in one of three ways:

- 1. Informally: In which neighbors work together to hire a contractor or self-perform maintenance and "pass-the-hat" to share in the cost.
- 2. Formally: Through homeowners associations (HOAs) or other formal agreements to share in the cost of maintenance.
- 3. Special Road Districts: In which area residents vote to establish a district which levies a property tax to fund maintenance. Deschutes County has 19 Special Road Districts – which is the highest number of road districts within any county in the state.

By observation, all three methods work well in some areas and not very well in other areas depending upon a variety of factors.

Frequently Asked Questions and Explanations:

1. I pay taxes and receive no service from Deschutes County.

Deschutes County does not utilize property tax to fund transportation maintenance improvements as that practice is restricted by State law. Regarding gas tax, the State currently charges 38-cents per gallon (and various DMV fees) to fund the transportation system. The State distributes the gas tax revenue in a 50-30-20 proportion in which the State keeps 50% to fund the state system, the counties receive 30% to fund the county systems, and cities receive 20% to fund the city systems.

When customers pay the gas tax, they don't individually fund the transportation jurisdiction in which they live, they fund the entire system of state highways, county roads and city streets. Everyone pays the same rate, whether or not they live in a city or the unincorporated areas. If you are paying a gas tax, chances are you are driving on the system that is being maintained with gas tax funds.

2. Why can't the County maintain my gravel road (LAR)?

Due to the fiscal burden that would be placed on county road departments to maintain significant mileage of sub-standard road construction, state law restricts the ability of counties to spend road funds (fuel tax and DMV fee revenue) on LARs. If we add gravel, grade, or plow one mile we would be obligated to provide that same service to all of the other LARs in the County.

3. How come the County maintains some gravel roads but not others?

The County maintains approximately 125 miles of gravel road that have been lawfully established as County roads and accepted for maintenance. Most of these miles were gravel when Deschutes County was established in 1916 and had previously been accepted for maintenance, with gravel surfacing, when Deschutes County was a part of Crook County. Current LARs have never been accepted by Deschutes County for maintenance.

4. Not everyone contributes to help maintain my Local Access Road.

This is the biggest downside of living on a LAR. Some neighbors have different opinions on levels of road maintenance and some choose not to pay for other reasons. This is where good neighborhood relations and communication pay dividends. There are many examples of where this is taking place in Deschutes County.

5. We have public traffic on our LAR that accesses public land.

Living next to public land has positive and negative impacts to quality of life. The attraction of the public to public land is one of the negative consequences. Use of public roads, like LARs, to access public land is a logical and predictable occurrence and therefore something that property owners should factor into their decision to purchase property when conducting due diligence. Similarly, road maintenance costs associated with unmaintained LARs should also

factor into the decision to purchase property. Most LARs have been in existence for many decades as have the public lands they may serve.

BOARD OF COUNTY COMMISSIONERS DECISION MATRIX

TRANSPORTATION SYSTEM PLAN 2020-2040 UPDATE

Land use File No. 247-23-000507-PA, 508-TA

Issue Area	Applicable Plan Provision	Support / Opposition	PC Recommendation	Staff Comment	Board Decision Points	
1	Should the Board include a County-wide prohibition on multi-use pathways in the updated TSP based on proximity to farm and forest resource-zoned lands and wildlife habitat fragmentation?	<ul style="list-style-type: none"> TSP Goal 5: Equity and Accessibility, Policy 5.6 (pg. 15) TSP Section 5 (Transportation Investment Priorities - Bicycle Facilities pg. 51-56) TSP Goal 2: Safety, Policy 2.8 (pg. 12) 	<ul style="list-style-type: none"> Support: Citizen Comment Opposition: BPAC, COTA, Bend Bikes, DTC, ODOT, BPRD, Citizen Comment, Bend MPO, City of Bend 	The PC deliberated on this issue area and ultimately decided not to prohibit multi-use pathways in Deschutes County.	<p>Staff notes that, while there are clearly anticipated impacts related to multi-use pathways adjacent to farm and forest uses/properties and wildlife habitat, the benefits of an active and integrated transportation system in the County that offers a variety of transportation modes and options (including multi-use pathways) are significant. Staff includes a briefing of LUBA’s <i>Van Dyke</i> case law in the attached memo, providing further legal context for this issue area.</p>	<p>Should the Board include a County-wide prohibition on multi-use pathways in the updated TSP when bordering or within farm and forest resource-zoned lands or wildlife habitat areas?</p> <ul style="list-style-type: none"> If yes, the Board may add language prohibiting multi-use pathways in the updated TSP document and move on to the next issue area. If no, the Board may retain the existing language in the updated TSP document related to multi-use pathways and move on to the next issue area.
2	Should the Board include a conceptual Community Connection multi-use pathway in the updated TSP between the City of Sisters and the Black Butte Ranch Resort Community?	<ul style="list-style-type: none"> TSP Goal 5: Equity and Accessibility, Policy 5.6 (pg. 15) TSP Section 5 (Transportation Investment Priorities - Bicycle Facilities pg. 51-56) TSP Table 5-6 Bicycle Route Community Connections (pg. 54-56) 	<ul style="list-style-type: none"> Support: Citizen Comment, BPAC Opposition: Citizen Comment 	The PC deliberated on this issue area and ultimately made a recommendation to amend the draft TSP by removing the “Sisters to Black Butte Ranch” Community Connection from the list of Bicycle Route Community Connections on pages 53-56 of the draft TSP.	<p>This decision point is at the discretion of the Board, but staff notes that there are no specific design or alignment proposals associated with this conceptual connection at this time. The conceptual connections are reflective of public input related to a desire for connectivity between certain locations. Public input from certain residents of Black Butte Ranch expresses concern around potential trespassing, traffic congestion, and degradation of infrastructure from overuse related to this proposed connection.</p>	<p>Should the Board include a conceptual Community Connection multi-use pathway in the updated TSP between the City of Sisters and the Black Butte Ranch Resort Community?</p> <ul style="list-style-type: none"> If yes, the Board may retain the existing language in the updated TSP document related to a conceptual multi-use pathway Community Connection between the City of Sisters and the Black Butte Ranch Resort Community and move on to the next issue area. If no, the Board may remove the conceptual multi-use pathway Community Connection between the City of Sisters and the Black Butte Ranch Resort Community from the draft TSP and/or add language prohibiting such a Community Connection and move on to the next issue area.

TRANSPORTATION SYSTEM PLAN 2020-2040 UPDATE

Land use File No. 247-23-000507-PA, 508-TA

Issue Area	Applicable Plan Provision	Support / Opposition	PC Recommendation	Staff Comment	Board Decision Points	
3	Should the Board include a conceptual Community Connection multi-use pathway in the updated TSP between Baker Road and Lava Butte?	<ul style="list-style-type: none"> TSP Goal 5: Equity and Accessibility, Policy 5.6 (pg. 15) TSP Section 5 (Transportation Investment Priorities - Bicycle Facilities pg. 51-56) 	<ul style="list-style-type: none"> Support: BPAC, COTA, DTC, Bend Bikes, ODOT Opposition: Citizen Comment 	The PC deliberated on this issue area and ultimately made a recommendation to amend the draft TSP by changing the location of the proposed Baker Road-Lava Butte multi-use pathway to the west side of Highway 97 rather than the east side.	<p>This decision point is at the discretion of the Board, but staff notes that representatives of ODOT have indicated that the proposed Baker Road-Lava Butte multi-use pathway Community Connection has gone through some preliminary planning phases undertaken by ODOT. The conceptual connections are reflective of public input related to a desire for connectivity between certain locations. Public input from property owners adjoining ODOT’s project area have expressed concerns with the pathway’s impacts to forest and farm uses as well as wildlife habitat. Other supportive comments highlight the benefits of active transportation networks and the need for connectivity between Baker Road and Lava Butte.</p>	<p>Should the Board include a conceptual Community Connection multi-use pathway in the updated TSP between Baker Road and Lava Butte on the <u>west side of Highway 97</u>, as recommended by the PC?</p> <ul style="list-style-type: none"> If yes, the Board may incorporate the PC’s recommendation to locate the proposed pathway on the west side of Highway 97 rather than the east side. If the Board disagrees with the PC’s recommendation, the Board may retain the existing language in the updated TSP document related to a conceptual multi-use pathway Community Connection between Baker Road and Lava Butte and move on to the next issue area. If the Board disagrees with the PC’s recommendation <u>and</u> the existing language in the updated TSP document, the Board may remove the conceptual multi-use pathway Community Connection between Baker Road and Lava Butte from the draft TSP and move on to the next issue area.
4	Should the Board support inclusion by reference of the BPRD Master Plan within the updated TSP, including a bridge connecting the Deschutes River Woods neighborhood to the west side of the Deschutes River?	<ul style="list-style-type: none"> TSP Goal 5: Equity and Accessibility, Policy 5.8 (pg. 15) TSP Section 5 (Transportation Investment Priorities - Bicycle Facilities pg. 51-56) TSP Section 5 (Transportation Investment Priorities – Bridges pg. 56-58) 	<ul style="list-style-type: none"> Support: Citizen Comment Opposition: Citizen Comment 	The PC did not deliberate on this issue area and made no recommendation to the Board concerning the inclusion of a bridge in the draft TSP document.	<p>This decision point is at the discretion of the Board, but staff notes that there has been no contemplation by the County Road Department of adding this project to the County Capital Improvement Plan (CIP).</p>	<p>Should the Board support inclusion by reference of the BPRD master plan within the updated TSP, including a bridge connecting the Deschutes River Woods neighborhood to the west side of the Deschutes River?</p> <ul style="list-style-type: none"> If yes, the Board may utilize the existing language in the updated TSP document referencing the BPRD Master Plan which includes a bridge connection between the Deschutes River Woods neighborhood and the west side of the Deschutes River and move on to the next issue area. If no, the Board may remove BPRD Master Plan references from the updated TSP document and move on to the next issue area.

TRANSPORTATION SYSTEM PLAN 2020-2040 UPDATE

Land use File No. 247-23-000507-PA, 508-TA

Issue Area	Applicable Plan Provision	Support / Opposition	PC Recommendation	Staff Comment	Board Decision Points	
5	Should the Board include language in the updated TSP responsive to concerns regarding Local Access Roads (LARs) in Special Road District #1, including replacement of a canal crossing on Island Loop Way?	<ul style="list-style-type: none"> TSP Local Access Road Tools and FAQs “How are Local Access Roads maintained?” (pg. 68) 	<ul style="list-style-type: none"> Support: Citizen Comment Opposition: The County Road Department opposes this request and has provided citizen commenters with clarification on Special Road District #1’s responsibility for improvement and maintenance projects on Island Loop Way and the surrounding area. 	The PC did not deliberate on this issue area and made no recommendation to the Board concerning in the inclusion of a bridge in the draft TSP document.	<p>The County Road Department has provided citizen commenters with clarification on Special Road District #1’s responsibility for improvement and maintenance projects on Island Loop Way and the surrounding area. Per state statute ORS 368.031, Deschutes County is not liable for failure to improve or repair a LAR and is legally restricted from expending funds on LARs unless there are emergency circumstances. No emergency circumstances have been identified in association with Island Loop Way or other infrastructure within the Special Road District #1 boundaries.</p>	<p>Should the Board include language in the updated TSP responsive to concerns regarding Local Access Roads (LARs) in Special Road District #1, including replacement of a canal crossing on Island Loop Way?</p> <ul style="list-style-type: none"> If yes, the Board may add language related to Island Loop Way and Special Road District #1 and move onto the next issue area, though staff reiterates the County is legally restricted from maintaining infrastructure within Special Road District #1’s boundaries or expending funds on such improvements. If no, the Board may retain the existing language in the updated TSP document and move on to the next issue area.
6	Should the Board eliminate the column labeled “Priority” from Table 5-6 of the drafted TSP document related to Bicycle Route Community Connections?	<ul style="list-style-type: none"> TSP Figure 5-6, Table 5-6 Bicycle Route Community Connections (pg. 53-56) 	<ul style="list-style-type: none"> Support: N/A Opposition: N/A 	The PC did not deliberate on this issue area and made no recommendation to the Board concerning priority status for the Bicycle Route Community Connections outlined in Figure 5-6 and Table 5-6 of the drafted TSP document.	<p>This decision point is at the discretion of the Board, but staff notes that the effect of eliminating the priority status from the various projects outlined in Figure 5-6 and Table 5-6 of the drafted TSP document may have the effect of assigning an equal priority to all projects outlined in Figure 5-6 and Table 5-6.</p>	<p>Should the Board eliminate the column labeled “Priority” from Table 5-6 of the drafted TSP document related to Bicycle Route Community Connections?</p> <ul style="list-style-type: none"> If yes, the Board may remove the “Priority” column included in Table 5-6 of the drafted TSP document and move on to the next issue area. If no, the Board may retain the existing “Priority” column in Table 5-6 of the drafted TSP document and move on to the next issue area.

TRANSPORTATION SYSTEM PLAN 2020-2040 UPDATE

Land use File No. 247-23-000507-PA, 508-TA

Issue Area	Applicable Plan Provision	Support / Opposition	PC Recommendation	Staff Comment	Board Decision Points	
7	Should the Board adopt ODOT’s proposed language related to ODOT Intersection Changes outlined in <u>S-9 and S-11</u> ?	<ul style="list-style-type: none"> TSP Section 5 - Transportation Investment Priorities – Table 5.4 ODOT Intersection Changes and Associated Cost Estimates – ID S-9, S-11 (pg. 47) 	<ul style="list-style-type: none"> Support: ODOT Opposition: N/A 	The PC deliberated on this issue area and ultimately decided to recommend adoption of ODOT’s proposed language related to priority status for ODOT Intersection Changes included in Table 5-4, project ID S-9 (US20: Powell Butte Hwy) and S-11 (US20: Locust St, within the City of Sisters) and additional language included for project ID S-11.	<p>This decision point is at the discretion of the Board, but staff notes that the effect of increasing a priority status for a given project or action item may place those projects before or after other identified projects with relatively similar scope and impacts. Staff finds no issues with the additional language ODOT has proposed for project ID S-11.</p>	<p>ODOT recommends the following changes to the updated TSP document:</p> <ol style="list-style-type: none"> S-9: Recommend changing the priority level from Low to High S-11: Recommend changing the priority level from Low to High and noting that the project, with contributions from Deschutes County, City of Sisters, and ODOT, is funded for construction in 2024. <p>Should the Board adopt ODOT’s proposed language related to <u>ODOT Intersection Changes outlined in S-9 (US 20 / Powell Butte Highway Roundabout) and S-11 (US 20 / Locust St Roundabout)</u>?</p> <ul style="list-style-type: none"> If yes, the Board may adopt ODOT’s proposed language related to ODOT Intersection Changes outlined in S-9 and S-11 and move on to the next issue area. If no, the Board may retain the existing language included in the updated TSP document and move on to the next issue area.
8	Should the Board adopt the citizen comment’s recommendation to include a High priority category associated with <u>Table 5.5 Project ID BP-3 related to 2nd Street / Cook Ave sidewalks in Tumalo</u> ?	<ul style="list-style-type: none"> TSP Section 5 - Transportation Investment Priorities – Table 5.5 Pedestrian Facilities and Associated Cost Estimates – ID BP-3 (pg. 51) 	<ul style="list-style-type: none"> Support: Citizen Comment Opposition: N/A 	The PC deliberated on this issue area and ultimately decided to recommend adoption of the proposed priority changes for Pedestrian Facilities and Associated Cost Estimates included in Table 5-5, project ID BP-3.	<p>This decision point is at the discretion of the Board, but staff notes that the effect of increasing a priority status for a given project or action item may place those projects before or after other identified projects with relatively similar scope and impacts.</p>	<p>One public comment includes a recommendation to change the priority from Medium to High associated with <u>Table 5.5 ID BP-3 related to 2nd Street / Cook Ave sidewalks in Tumalo</u>.</p> <p>Should the Board adopt the citizen comment’s recommendation to include a High priority category associated with Table 5.5 ID BP-3?</p> <ul style="list-style-type: none"> If yes, the Board may change the BP-3 priority from Medium to High and move on to the next issue area. If no, the Board may retain the existing language included in the updated TSP document and move on to the next issue area.