



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, FEBRUARY 8, 2023

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall St - Bend

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

### AGENDA

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

Members of the public may view the meeting in real time via the public meeting portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings). To view the meeting via Zoom, see below.

**Citizen Input:** The public may comment on any meeting topic that is not on the current agenda. To provide citizen input, submit an email to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or leave a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the meeting record for topics that are not on the Wednesday agenda.

If 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 from a computer, copy and paste this link: [bit.ly/3h3oqdD](https://bit.ly/3h3oqdD).
- 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 \*6 to indicate you would like to speak and \*9 to unmute yourself when you are called on.



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

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

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

***Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734. 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 FY 2024 Goals and Objectives
2. Approval of a reimbursement agreement with Avion Water Company for the Hunnell Rd: Loco Rd to Tumalo Rd Project
3. Consideration of Board signature of Order No. 2023-007, authorizing the Deschutes County Property Manager to execute the documents associated with the sale of County-owned property located at 19755 Simpson Avenue, Bend, Oregon 97702
4. Consideration of Board Signature on letters of appointment, reappointment and thanks for various Committees and the Vandeventer Acres Special Road District
5. Consideration of Board Signature on letters of appointment for members and alternates to the Deschutes County Solid Waste Advisory Committee (SWAC)
6. Approval of minutes of the January 27, 2023 Legislative Update meeting
7. Approval of the BOCC meeting minutes for January 18 and 23, 2023

## ACTION ITEMS

8. **9:05 AM** Update from NeighborImpact on Domestic Well Grant/Loan Program
9. **9:20 AM** Public Hearing: Ordinance No. 2023-003, implementing a housekeeping amendment/Oregon Administrative Rules
10. **9:25 AM** Acceptance of a grant from the Oregon Health Authority for Mobile Crisis Intervention Services, and authorization to add 2.0 FTE within the Health Services Fund

- [11.](#) **9:35 AM** Amendment to an agreement with Oregon Health Authority extending the term for grant funding of mental health, addiction treatment, recovery & prevention, and problem gambling services
  
- [12.](#) **9:45 AM** Transfer and Extension of a Limited Duration Position for Project Manager to Work with Homeless Camps

**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 8, 2023

**SUBJECT:** Draft FY 2024 Goals and Objectives for Approval

**RECOMMENDED MOTION:**  
Move approval of the 2024 Goals and Objectives.

**BACKGROUND AND POLICY IMPLICATIONS:**  
The draft FY 2024 Goals and Objectives (attached) reflect the conversation of the Board during its annual retreat on January 20, 2023 and the subsequent follow-up discussion on January 30, 2023.

**BUDGET IMPACTS:**  
None

**ATTENDANCE:**  
Whitney Hale, Deputy County Administrator

## FY 2024 Goals and Objectives

**Mission Statement:** Enhancing the lives of citizens by delivering quality services in a cost-effective manner.

**Safe Communities: Protect the community through planning, preparedness, and delivery of coordinated services.**

- Provide safe and secure communities through coordinated public safety and crisis management services.
- Reduce crime and recidivism and support victim restoration and well-being through equitable engagement, prevention, reparation of harm, intervention, supervision and enforcement.
- Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

**Healthy People: Enhance and protect the health and well-being of communities and their residents.**

- Support and advance the health and safety of all Deschutes County's residents.
- Promote well-being through behavioral health and community support programs.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Continue to support pandemic response and community recovery, examining lessons learned to ensure we are prepared for future events.

**A Resilient County: Promote policies and actions that sustain and stimulate economic resilience and a strong regional workforce.**

- Update County land use plans and policies to promote livability, economic opportunity, disaster preparedness, and a healthy environment.
- Maintain a safe, efficient and economically sustainable transportation system.
- Manage County assets and enhance partnerships that grow and sustain businesses, tourism, and recreation.

**Housing Stability and Supply: Support actions to increase housing production and achieve stability**

- Expand opportunities for residential development on appropriate County-owned properties.
- Support actions to increase housing supply.
- Collaborate with partner organizations to provide an adequate supply of short-term and permanent housing and services to address housing insecurity.

**Service Delivery: Provide solution-oriented service that is cost-effective and efficient.**

- Ensure quality service delivery through the use of innovative technology and systems.
- Support and promote Deschutes County Customer Service "Every Time" standards.
- Continue to enhance community participation and proactively welcome residents to engage with County programs, services and policy deliberations.
- Preserve, expand and enhance capital assets, to ensure sufficient space for operational needs.
- Maintain strong fiscal practices to support short and long-term county needs.
- Provide collaborative internal support for County operations with a focus on recruitment and retention initiatives.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 8, 2023

SUBJECT: Reimbursement Agreement with Avion Water Company for the Hunnell Rd: Loco Rd to Tumalo Rd Project

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-058, a reimbursement agreement with Avion Water Company for the Hunnell Rd: Loco Rd to Tumalo Rd project

BACKGROUND AND POLICY IMPLICATIONS:

The public improvement contract for the Hunnell Road: Loco Road to Tumalo Road Improvement project, Document No. 2022-835, was approved by the Board of County Commissioners at their December 29, 2022 meeting. During that meeting, Road Department staff informed the Board that the contract included relocation work for facilities owned by Avion Water Company ("Avion") and that it was mutually beneficial to have the Avion facilities relocated during construction of the County's project as part of the project. Further, Road Department staff informed the Board that this reimbursement agreement with Avion was forthcoming.

The total reimbursement amount under this agreement is \$221,430, which is comprised of a \$40,000 cash payment by Avion to the County and a credit for the County in the remaining amount of \$181,430 towards water service accounts, new service connections, system development charges, or other billable services provided by Avion.

BUDGET IMPACTS:

A portion of the Hunnell Rd: Loco Rd to Tumalo Rd project cost is budgeted in the Road Capital Improvement Plan (CIP) budget for Fiscal Year 2023. The remaining project cost will be included in the proposed Road CIP budget for Fiscal Year 2024. The cash payment shall be received prior to the end of Fiscal Year 2023, and the remaining credit shall have no expiration date.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

**AGREEMENT**  
**Avion Water Company Facilities**  
**Hunnell Road: Loco Rd to Tumalo Rd Improvement**

This Agreement is made and entered into by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“County”) and AVION WATER COMPANY, INC., an Oregon corporation (“Avion”).

**RECITALS**

1. Hunnell Road is a part of the County road system under the jurisdiction and control of County.
2. County is delivering the Hunnell Road: Loco Rd to Tumalo Rd Improvement project (“the Project”), which includes reconstruction and realignment of Hunnell Road between Loco Road and Tumalo Road.
3. Avion operates and maintains domestic water facilities as a public utility within the right of way of Hunnell Road.
4. Portions of Avion’s facilities within the limits of the Project must be relocated to accommodate the Project.

**NOW THEREFORE**, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. The Parties agree that County will relocate the Avion facilities depicted in the attached Exhibit “A” as part of the Project.
2. The estimated cost of the Avion relocation work is \$221,430.00. Avion shall be responsible for all actual costs associated with the Avion relocation work. The estimated cost for the relocation work is subject to change.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or December 31, 2024, whichever occurs sooner.

**AVION OBLIGATIONS**

1. Upon receipt of a fully executed copy of this Agreement and within 30 calendar days of receipt of a letter of request from County, Avion shall reimburse County for actual costs for the Avion relocation work to be performed by County as part of the Project. Reimbursement shall occur as follows:
  - a. \$40,000 in cash payment.

- b. Costs in excess of \$40,000 as a credit for the County towards water service accounts, new service connections, system development charges, or other billable services provided by Avion. The current estimate for the total credit amount is \$181,430.00. The credit shall have no expiration date. At Avion's sole discretion, the credit may be reimbursed and cleared from the credited account by a cash payment by Avion to the County equal in value to the remaining amount of the credit.
- 2. Avion's Project Manager is Tony Haines – Engineering Inspector, 60813 Parrell Road, Bend, OR 97702, 971-221-7600, [tony@avionwater.com](mailto:tony@avionwater.com), or assigned designee upon individual's absence. Avion shall notify County in writing of any contact information changes during the term of this Agreement.
- 3. To the extent allowed by the Oregon Constitution, and within the limits of the Oregon Tort Claims Act, Avion shall defend, indemnify, and save County, its officers, agents and employees harmless from any and all claims, actions, costs, judgments, damages and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, proximately caused by the negligence or other wrongful acts of Avion, its officers, agents and employees, pertaining to the Project, the services, or arising out of this Agreement.

**COUNTY OBLIGATIONS**

- 1. County will relocate Avion facilities as depicted in the attached Exhibit "A" as Part of the Project.
- 2. Upon County completion of the Avion facility relocation work, County will provide letter of request for reimbursement to the Avion Project Manager. County shall itemize those Avion services to be credited as provided under AVION OBLIGATIONS Paragraph 1(b) in the letter of request.
- 3. County's Project Manager for this Project is Cody Smith – County Engineer/Assistant Road Department Director, 61150 SE 27<sup>th</sup> Street, Bend, OR 97702, (541) 322-7113, [cody.smith@deschutes.org](mailto:cody.smith@deschutes.org), or assigned designee upon individual's absence. County shall notify Avion in writing of any contact information changes during the term of this Agreement.

**GENERAL PROVISIONS**

- 1. This Agreement may be terminated by mutual written consent of both Parties.
- 2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party under any of the following conditions:



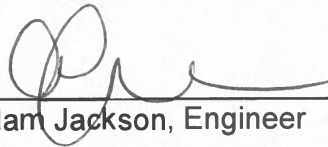
- a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If either Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as the Party may authorize.
  - c. If either Party fails to provide payment of its share of the cost of the Projects.
  - d. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or significantly changed or either Party is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  4. The indemnification provisions of this Agreement are intended to allocate risk for the work between County and Avion. Nothing in this section is intended to confer any right to indemnity on any independent contractor retained by County or Avion to perform the work, or to waive any right of indemnity against a contractor under the terms of the contract or otherwise.
  5. This Agreement will be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations under this Agreement in accordance with all applicable statutes, ordinances, rules and regulations.
  6. Any notice required to be given under this Agreement must be in writing and must be given by personal delivery or mail, except that any notice required by law must be given in the manner specified by such law.
  7. There will be a default under this Agreement if either party materially fails to comply with any provision of this Agreement within the time(s) herein, and fails to cure such noncompliance within thirty (30) days after the other party gives notice specifying the breach. In the event of a default, before either party may bring an action in any court concerning this Agreement, such party must first endeavor in good faith to resolve the issue through negotiation or mediation. If a default occurs and it is not resolved under

through negotiation or mediation, the party injured by the default may elect to pursue any equitable or legal rights and remedies available under Oregon law.

8. If any provision of this Agreement is determined to be invalid by any court with jurisdiction over this Agreement, such invalidity will not affect any other provision of this Agreement. Unless the invalid provision is essential to the purpose or performance of this Agreement, this Agreement will be construed as if such invalid provision had never been included.
9. No condition or breach of this Agreement will be deemed waived unless such waiver is in writing and signed by the Party waiving its rights. Any waiver of a condition or a breach by either party will not constitute waiver of any other different or subsequent breach.
10. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
12. This Agreement and attached exhibits constitute the final and complete agreement of the parties concerning the project and supersedes all prior and existing written or oral understandings except as otherwise continued in effect by the terms of this agreement. No modification of this Agreement will be valid unless it is in writing and signed by the Parties.

**(SIGNATURE PAGE TO FOLLOW)**

**AVION WATER COMPANY, INC.**

By   
Adam Jackson, Engineer

Date 12/14/2022

**REVIEWED AS TO FORM**

By Kyle Wuepper  
Avion Legal Counsel

Date 12/5/2022

**BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON**

\_\_\_\_\_  
ANTHONY DEBONE, CHAIR

\_\_\_\_\_  
PATTI ADAIR, VICE CHAIR

\_\_\_\_\_  
PHIL CHANG, COMMISSIONER

ATTEST:

\_\_\_\_\_  
RECORDING SECRETARY

APPROVED AS TO CONTENT:

\_\_\_\_\_  
ROAD DEPARTMENT DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY LEGAL COUNSEL

**DESCHUTES COUNTY: HUNNELL ROAD  
CONSTRUCTION COST SUMMARY - AVION WATER IMPROVEMENTS**

ITEM	UNIT	TOTAL	QUANTITY		AVION	UNIT PRICE	TOTAL
			COUNTY	AVION			
<b>Avion Water Improvements</b>							
050	12 Inch Potable Water Pipe, Fittings & Couplings w/ Restrained Joints and Class B Backfill	FOOT	574	0	574	\$ 235.00	\$ 134,890.00
051	4 Inch Potable Water Pipe, Fittings & Couplings w/ Restrained Joints and Class B Backfill	FOOT	1,000	543	457	\$ 120.00	\$ 120,000.00
052	12 Inch Gate Valve	EACH	4	0	4	\$ 5,000.00	\$ 20,000.00
053	4 Inch Gate Valve	EACH	2	0	2	\$ 2,100.00	\$ 4,200.00
054	2 Inch Gate Valve	EACH	1	1	0	\$ 1,000.00	\$ 1,000.00
055	Blowoff Assembly, 2 Inch	EACH	1	1	0	\$ 3,000.00	\$ 3,000.00
056	1 Inch Combination Air Release / Air Vacuum Valve Assembly	EACH	3	0	3	\$ 2,500.00	\$ 7,500.00
057	4 Inch Tapping Sleeve and 4 Inch Valve Assembly	EACH	1	1	0	\$ 4,500.00	\$ 4,500.00
058	1 Inch Double Strap Tapping Saddle and 1 Inch Corp Stop	EACH	1	1	0	\$ 1,000.00	\$ 1,000.00
059	2 Inch Copper Water Service Line	FOOT	72	72	0	\$ 80.00	\$ 5,760.00
060	1 Inch Water Meter Assembly	EACH	1	1	0	\$ 2,500.00	\$ 2,500.00
<b>SUBTOTAL CONSTRUCTION</b>						<b>\$</b>	<b>304,350.00</b>
<b>COUNTY RESPONSIBILITY</b>						<b>\$</b>	<b>82,920.00</b>
<b>AVION RESPONSIBILITY</b>						<b>\$</b>	<b>221,430.00</b>

**REVISED 12/13/2022**

NOTES:

- COUNTY IS RESPONSIBLE FOR 4" IRRIGATION PIPE AT ELDER CROSSING (SHEET RD22-1), AND ROBERTSON PRIVATE SERVICE CONNECTION (SHEETS RD25 AND RD26).
- COSTS SHOWN DO NOT INCLUDE MOBILIZATION, TRAFFIC CONTROL, PIPE SLEEVES, OR OTHER LUMP SUM OR INCIDENTAL ITEMS.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 8, 2023

SUBJECT: Consideration of Board signature of Order No. 2023-007, authorizing the Deschutes County Property Manager to execute the documents associated with the sale of County-owned property located at 19755 Simpson Avenue, Bend, Oregon 97702

RECOMMENDED MOTION:

Move to approve and sign Board Order No. 2023-007, authorizing the Deschutes County Property Manager to execute the documents associated with the sale of County-owned property located at 19755 Simpson Avenue, Bend, Oregon 97702.

BACKGROUND AND POLICY IMPLICATIONS:

Until 1993, Deschutes County owned and operated the County's Demolition Landfill located on Simpson Avenue, which was comprised of 79.29-acres. Prior to the conveyance of 72.17-acres to Oregon State University-Cascades in 2018, the County completed a property line adjustment through the jurisdiction of the City of Bend resulting in a 7.12-acre parcel north of Simpson Avenue that has since remained in County ownership.

The 7.12-acre property known as Map and Tax Lot 1812060000100 is zoned Residential Medium Density (RM). In August 2021, the property appraised at \$2,880,000 by a third-party appraiser.

In 2021, the Board of County Commissioners directed staff to issue a Request for Proposals (RFP) for the disposition and development of the 7.12-acre property for affordable housing. The RFP was released on January 21, 2022 and proposals were due March 7, 2022; resulting in five proposals. On March 31, 2022, the County issued a Notice of Intent to Award a Purchase and Sale Agreement (PSA) to Central Oregon Regional Housing Authority D.B.A Housing Works and KOR Community Land Trust (Housing Works and KOR).

The awarded proposal included a property purchase price of \$1,300,000 with the development of 100-units, comprised of 80-multifamily rental units constructed by Housing Works on the east side of the property and 30-singlefamily units constructed by KOR for homeownership on the west side of the property.

Due to the historical nature of this site being mined for pumice, upon proposal award, Housing Works and KOR contracted with the Wallace Group to complete geotechnical exploration at the property. The report included, "Portions of the property that were mined have subsequently been backfilled with undocumented materials to achieve the surface elevations present today." The report further included, "Based on this exploration, the site is suitable for the expected development from a geotechnical perspective, provided that alternative foundation systems are included into the design." And, "Due to the very loose nature of the undocumented fill materials, we do not recommend any vibration be used on-site for development of foundation elements or paving areas."

Because of increased costs associated with engineering, alternate foundations and mitigating vibrations associated with the development of foundation elements and paving areas, both Housing Works and KOR were required to revise site designs that affected the number of developable units. As a result of the adjusted site design, the Housing Works development is reduced to 59-units and the KOR development increased to 40-units. Subsequently, in August 2022, because of increased development costs, Housing Works and KOR requested a reduction in purchase price from \$1,300,000 to \$500,000; the Board of County Commissioners authorized the reduction.

Housing Works and KOR are working closely with the City of Bend Community Development Department to review and evaluate the proposed projects. One item under consideration is whether the City will vacate a portion of SW 17<sup>th</sup> Street to maximize the site for the Housing Works development. Note that City staff will bring the vacation petition before City Council in the near future. Additionally, Housing Works will submit a partition application to the City that will result in two parcels for the two separate independent developments. The City is requiring Housing Works, and the County as the current property owner, to enter into a Development Agreement, which will memorialize certain specifics related to the development, but will have no requirements financial or otherwise that would impact the County.

The County is prepared to convey the entire 7.12-acres to Housing Works, and upon completion of the partition process, Housing Works will convey a partitioned parcel of +/- 3.38-acres to KOR for \$250,000, which is 50% of the total revised sales price; Housing Works and KOR will execute an Option to Purchase Agreement to memorialize the separate transaction. Prior to the property conveyance from the County to Housing Works, an Affordable Housing Covenant will be recorded on the property's title that will restrict all units at no more than 120% median family income (MFI) based on the Bend-Redmond area for no less than 60-years. It is anticipated the conveyance will be completed no later than June 2023.

As of February 1, 2023, Housing Works anticipates starting construction June 2024 with targeted completion of August 2025. KOR anticipates starting construction June 2024 will home sales starting January 2026.

**BUDGET IMPACTS:** \$500,000 in gross sales proceeds.

**ATTENDANCE:** Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

02/08/2023 Item #3.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County  
Property Manager, Kristie Bollinger as the  
Deschutes County Representative for the Purpose  
of Signing Documentation to Complete the Sale  
of Deschutes County Owned Property Located at  
19755 Simpson Avenue, Bend, Oregon 97702

\*  
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\*  
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ORDER NO. 2023-007

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the sale of property located at 19755 Simpson Avenue, Bend and consisting of 7.12-acres to Central Oregon Regional Housing Authority D.B.A Housing Works; and

WHEREAS, on January 21, 2022, Deschutes County issued a Request for Proposals (RFP) for Real Property Disposition and Development of said property; and

WHEREAS, Deschutes County received five proposals; and

WHEREAS, on March 31, 2022, Deschutes County issued a Notice of Intent to Award a Purchase and Sale Agreement for said property to Central Oregon Regional Housing Authority D.B.A Housing Works and KOR Community Land Trust (Respondent); and

WHEREAS, the awarded response to the RFP included a purchase price of One Million Three Hundred Thousand (\$1,300,000) Dollars for said property; and

WHEREAS, upon a geotechnical assessment of said property by the Respondent's third-party environmental consultant, the assessment concluded that though the property is developable, additional costs will be associated with the development due to existing soil conditions; and

WHEREAS, because of additional costs associated with development, Respondent and Deschutes County agreed to a revised sale/purchase price of Five Hundred Thousand (\$500,000) Dollars; and

WHEREAS, Deschutes County will sell said property to Housing Works (Buyer), and upon completing a property partition with the City of Bend, Housing Works will convey a portion of said property to KOR Community Land Trust for Two Hundred Fifty Thousand (\$250,000) Dollars; and

WHEREAS, it is anticipated the transaction will close between the County and Buyer on or before June 30, 2023; now, THEREFORE,

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

Section 1. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative for the purpose of signing the necessary documents to complete the sale of property located at 19755 Simpson Avenue, Bend, Oregon 97702.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

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

ATTEST:

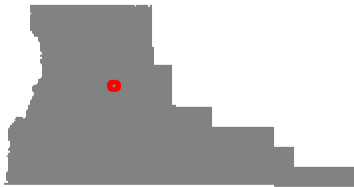
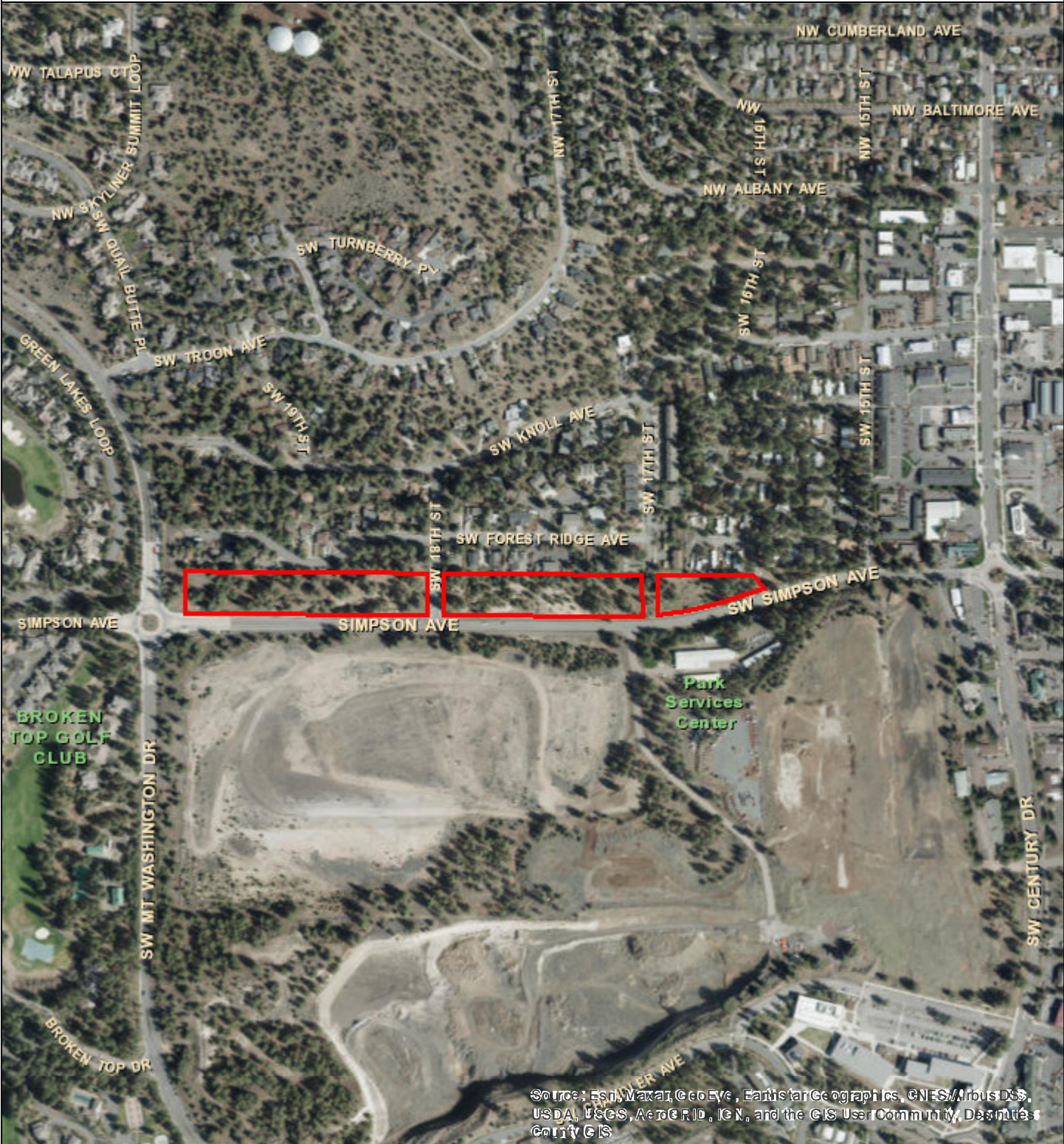
\_\_\_\_\_  
Recording Secretary

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

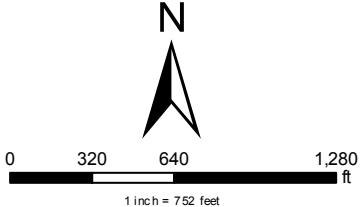


# 1975 SIMPSON AVE, BEND, OR 97702

1812060000100



Date: 9/9/2021

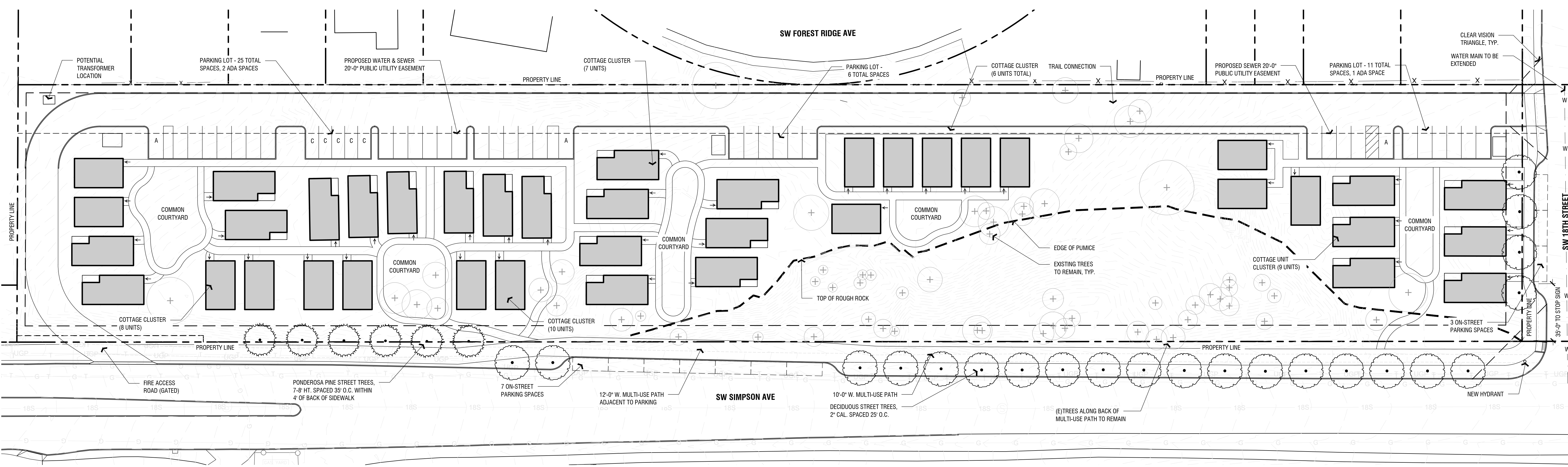


### LAND USE INFORMATION

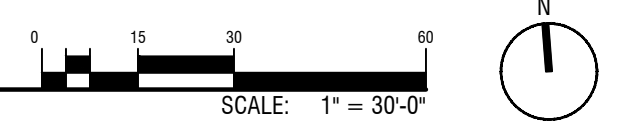
ADDRESS	19755 SIMPSON AVE.
APN	197280000100
ZONING	RM
OVERLAY ZONES	N/A
ENVIRONMENTAL CONDITIONS	N/A
SPECIFIC DESIGN GUIDELINES	BDC 3.8.900
PROPOSED USE ALLOWED IN ZONE	YES
ENTITLEMENTS/USE PERMIT REQ'D	YES - PUBLIC IMPROVEMENTS
LOT SIZE	3.38 ACRES / 147,233 SF
MAX SITE COVERAGE	NONE
FAR	NONE
DENSITY	N/A PER BDC 3.6.200
AFFORDABLE UNITS BONUS	N/A
HEIGHT LIMIT	40'
SETBACKS REQUIRED	FRONT: 10' REAR: 5' SIDE: 5' BETWEEN COTTAGES: 6'
ADJACENT ZONES	N: RS E: RM S: MU W: RS
PARKING REQUIRED	1 UNIT PER BDC 3.6.200(C)(4)(e)
PARKING DIMENSION	9' X 20'

### PROPOSED DESIGN

USE	COTTAGE CLUSTER
UNITS PROVIDED	40
STORIES	2
UNIT TYPES	(23) LARGE (17) SMALL
PARKING PROVIDED	(42) OFF-STREET (10) ON-STREET (52) TOTAL SPACES
COMMON AREA	9,933 SF



1 SITE PLAN - OPTION 2

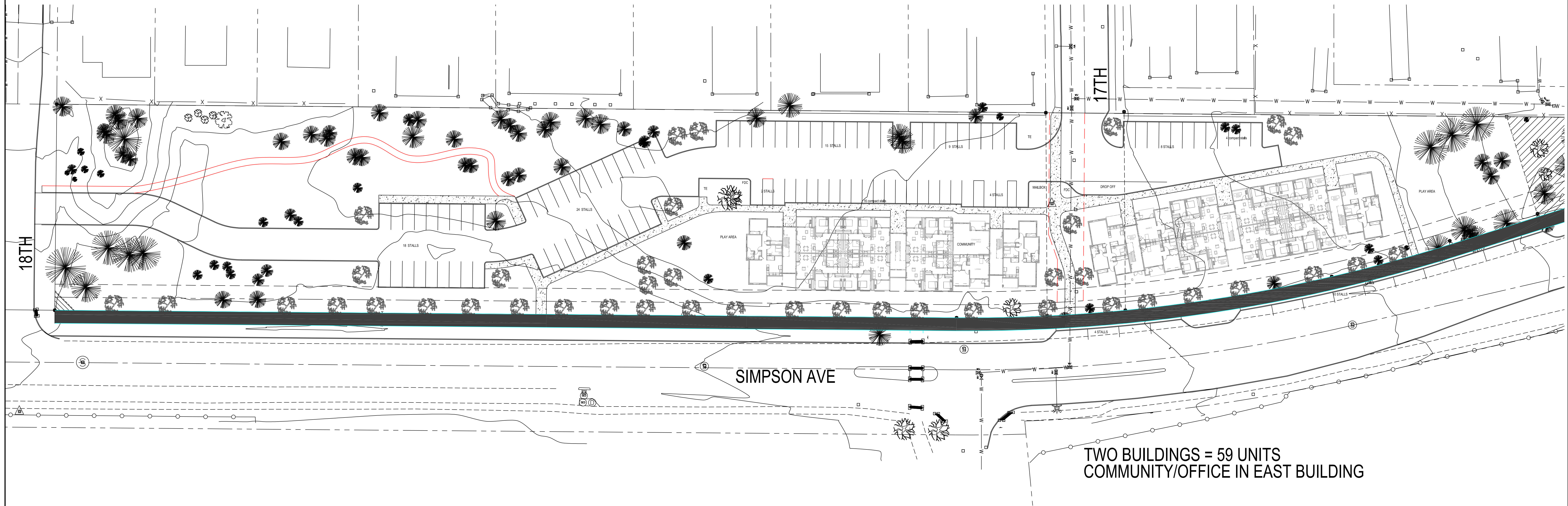


NOT FOR CONSTRUCTION

PRE-DESIGN  
**KOR: SIMPSON AVE**  
19755 SIMPSON AVE, BEND, OR 97702

PROJ #:	2022-005
DRWN BY:	HS
CHKD BY:	MK

DATE	SUBMITAL
221018	



**TWO BUILDINGS = 59 UNITS  
COMMUNITY/OFFICE IN EAST BUILDING**

1 EAST SITE PLAN OPTION 2R2-- HOUSING WORKS DEVELOPMENT  
1" = 30'-0" (30x42 sheet)

BUILDING	1 BR	2 BR	3 BR	
WEST BLDG	5	18	6	
EAST BLDG	6	18	6	
UNIT COUNT PER TYPE	11	36	12	
TOTAL UNITS	0	0	0	59
	0	0	0	
	0	0	0	
BED COUNT	11	72	36	119
REQUIRED PARKING RATIO	1	59	BEDROOM RATIO	2.016949153
PARKING				
OFF STREET	100			
ON STREET	14			PARKING RATIO/UNIT
TOTAL PARKING	114 STALLS			1.93220339





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 8, 2023

SUBJECT: Consideration of Board Signature on letters of appointment, reappointment and thanks for various Committees and the Vandever Acres Special Road District

RECOMMENDED MOTION:

Move approval of Board signature on the following:

- Letters reappointing Laurie Dieckhoff and Art Sharkey to the Four Rivers Vector Control District for terms commencing July 1, 2022 through June 30, 2026.
• Letters appointing Jake Derksen and Toni Venable for service on the Noxious Weed Advisory Board, with terms commencing February 8, 2023 through December 31, 2024.
• Letters appointing Erin Kilcullen and Joseph Mauti for service on the Noxious Weed Advisory Board, with terms commencing February 8, 2023 through December 31, 2023.
• Letters reappointing Christina Veverka for service on the Noxious Weed Advisory Board, for a term commencing January 1, 2023 through December 31, 2023.
• Letter reappointing Elizabeth Johnson for service on the Noxious Weed Advisory board, for a term commencing January 1, 2023 through December 31, 2024.
• Letter appointing Dustin Miller, Deputy Fire Chief Redmond Fire and Rescue, for service on the Deschutes County Ambulance Service Area Committee, for a term commencing February 8, 2023 through June 30, 2025.
• Letter thanking Toni Stephan for service on the Noxious Weed Advisory Board.
• Letter reappointing Toni Williams for service on the Deschutes County Vandever Acres Special Road District.

BACKGROUND AND POLICY IMPLICATIONS:

N/A

BUDGET IMPACTS:

None

ATTENDANCE: N/A



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 8, 2023

SUBJECT: Consideration of Board Signature on letters of appointment and letters of proxy appointments to the Deschutes County Solid Waste Advisory Committee (SWAC)

RECOMMENDED MOTION:

Move approval of Board signature on the following:

- Letter appointing Ed Fitch to the Solid Waste Advisory Committee through December 31, 2025.
- Letter appointing Erica Lindberg to the Solid Waste Advisory Committee through December 31, 2025.
- Letters appointing John Roberts, Ron Shearer, Roman Guffy, Jackson Dumach and Robyn Jones as alternate members (proxies) to the Solid Waste Advisory Committee

BACKGROUND AND POLICY IMPLICATIONS:

N/A

BUDGET IMPACTS:

None

ATTENDANCE:

N/A



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 8, 2023

SUBJECT: Update from NeighborImpact on Domestic Well Grant/Loan Program

RECOMMENDED MOTION:

This item is for information only.

BACKGROUND AND POLICY IMPLICATIONS:

In July 2022, Deschutes County signed an MOU with NeighborImpact to allocate \$585,200 to NeighborImpact to manage a well repair and replacement loan and grant program.

The program involved two types of funding:

- 1. Home Preservation Loan program - \$400,200 was allocated to this program which provided loans for eligible homeowners with an annual household income at or below 100% of the area median income.
2. Rebate Program - \$185,000 was allocated to fund domestic well assistance rebates. Rebates were limited to \$2,000 per homeowner.

NeighborImpact has fully committed all of the funds associated with the program and will provide an update to the Board.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Andrew Spreadborough, NeighborImpact Deputy Executive Director
Patty Wilson, NeighborImpact Deputy Executive Director
Jon Cox, NeighborImpact Lending Director
Erik Kropp, Deputy County Administrator



# NeighborImpact

Supporting People, Strengthening Communities.

## Memo

**Date:** February 1, 2023

**To:** Deschutes County Board of Commissioners

**From:** John Cox, NeighborImpact Lending Director

**Re:** Domestic Well Assistance Grant and Loan Program

---

This report summarizes the status and outcomes of the Domestic Well Assistance Grant and Loan program, funded by Deschutes County via state SB5561 funds.

### Agreement

County and NeighborImpact agreement #2022-640, dated July 27, 2022, provides funding to NeighborImpact to fund well projects for county homeowners who have had well failures caused by drought conditions. Funding amount:

- Total contract: \$585,200
- Well Rebate Portion: \$167,000
- Well Loan Portion: \$360,200
- NI Program Delivery and Administration: \$58,000

Contract requires full obligation of funds by June 30, 2023, and expenditure by September 30, 2023.

### Well Rebate Program

Intended to offset costs incurred by homeowners in Deschutes County related to well replacement or repair costs resulting from drought conditions. Rebate amounts are the lesser of the full cost of repair/replacement or \$2,000.

Total approved rebate payments: 84  
 Funds Distributed: \$167,000

### Geographic Summary:

- La Pine – 50 Homes
- Bend Area – 18 Homes
- Sunriver – 7 Homes
- Redmond Area – 6 Homes
- Sisters Area – 2 Homes
- Terrebonne – 1 Home

**Well Loan Program**

Funding allocated to NeighborImpact Home Preservation Loan program, to fund well repair/replacement for owner-occupied, income-eligible homeowners. Homes required to be located in Deschutes County, and need for repair/replacement resulting from drought conditions.

Total approved loans: 14  
Funds Allocated: \$360,200

**Geographic Summary:**

- La Pine – 9 Homes
- Redmond – 2 Homes
- Bend – 1 Home
- Sisters – 1 Home
- Terrebonne – 1 Home

**Overall Outcomes**

Total Households Assisted in Deschutes County: 98  
Total Funds Obligated/Distributed: \$527,200





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 8, 2023

**SUBJECT:** Public Hearing: Ordinance No. 2023-003 to comply with Oregon Administrative Rules

**RECOMMENDED MOTION:**

Following the public hearing, move approval of Ordinance No. 2023-003, amending Section 1.12.050 of the Deschutes County Code to comply with Oregon Administrative Rules.

**BACKGROUND AND POLICY IMPLICATIONS:**

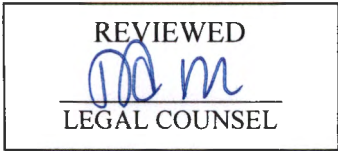
The Clerk notified Legal that the payment provision in DCC 1.12.050 is inconsistent with applicable Oregon Administrative Rules (OAR). The changes as shown in the redline revisions will ensure compliance with OAR.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Legal  
Clerk



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Section 1.12.050 of the Deschutes County Code. \*  
\*  
\*  
\*  
ORDINANCE NO. 2023-003

WHEREAS, the Deschutes County Code (DCC) contains rules and regulations duly enacted through ordinance by Deschutes County and the Deschutes County Board of Commissioners; and

WHEREAS, from time-to-time the need arises to make amendments, including new enactments to the DCC; and

WHEREAS, staff from the Clerk’s Office have identified a need to amend DCC 1.12.050 to properly reflect the imposed fee associated with submitted statements; and

WHEREAS, the Board of County Commissioners of Deschutes County considered this matter at a duly noticed Board meeting on February 8, 2023, and determined that DCC 1.12.050 should be amended; now therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ORDAINS as follows:

Section 1. ENACTMENT. The identified section 1.12.050 of the DCC, as fully appearing in Exhibit A is enacted as provided in Section 2.

Section 2. EMERGENCY. This Ordinance being necessary for the preservation of the public peace, health and safety, an emergency is declared to exist, and this Ordinance takes effect on February 8, 2023

Dated this 8th day of February, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

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

ATTEST:

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

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

Date of 1<sup>st</sup> Reading:

Date of 2<sup>nd</sup> Reading:

Commissioner	Record of Adoption Vote			
	Yes	No	Abstained	Excused

Patti Adair \_\_\_\_\_

Phil Chang \_\_\_\_\_

Anthony DeBone \_\_\_\_\_

Effective date: 8<sup>th</sup> day of February, 2023.

### **1.12.050 Argument Favoring Or Opposing Measures**

- A. Arguments favoring or opposing a measure which qualifies for and is subject to DCC 1.12 may be filed with the clerk on or before the 75th day preceding the election at which the measure is to be submitted to the electors by:
1. Any elector eligible to vote on the measure, or any organization eligible to file arguments under Oregon law, upon payment to the Clerk of the fee identified in OAR 165-022-0050 and the filing of a statement, in such form as the Clerk shall prescribe, which identifies the name of the person or persons who submitted the argument, the name of the organization the person or persons represent, if any, and whether the argument supports or opposes the measure; or
  2. At least one thousand electors eligible to vote on the measure or ten percent of the total of such electors, whichever is less, whose representative files with their argument a form as the Clerk shall prescribe or provide, which contains the qualified signatures of at least 1,000 such electors or ten percent of the total electors eligible to vote on the measure, whichever is less.
- B. Prior to the circulation of a petition under DCC 1.12.050(A)(2), a prospective petition shall be filed with the Clerk, in such form as the clerk shall prescribe or provide, which sets forth the text of the proposed argument and which identifies the name of the person or persons who submitted the argument, the name of the organization the person or persons represent, if any, and whether the argument supports or opposes the measure. A copy of the contents of the prospective petition shall be attached to each signature sheet of the petition circulated among the electors. The procedures for circulation of the petition shall be the same as the applicable procedures for circulation of initiative or referendum petitions, and the Clerk shall verify the signatories on the petition in the same manner signatories are verified on referendum or initiative petitions.
- C. Arguments shall be typewritten, and shall not exceed 325 words to be printed in the state voters' pamphlet and shall comply with all applicable laws pertaining to arguments in the state voters' pamphlet.

#### HISTORY

*Adopted by Ord. 84-024 §5 on 8/15/1984*

*Amended by Ord. 95-026 §1 on 5/17/1995*

*Amended by Ord. 2020-005 §1 on 1/1/2021*

*Amended by Ord. 2023-003 Sec. 1 on 2/8/2023*

### 1.12.050 Argument Favoring Or Opposing Measures

- A. Arguments favoring or opposing a measure which qualifies for and is subject to DCC 1.12 may be filed with the clerk on or before the 75th day preceding the election at which the measure is to be submitted to the electors by:
1. Any elector eligible to vote on the measure, or any organization eligible to file arguments under Oregon law, upon payment to the Clerk of ~~the a fee identified in OAR 165-022-0050 of \$300.00~~ and the filing of a statement, in such form as the Clerk shall prescribe, which identifies the name of the person or persons who submitted the argument, the name of the organization the person or persons represent, if any, and whether the argument supports or opposes the measure; or
  2. At least one thousand electors eligible to vote on the measure or ten percent of the total of such electors, whichever is less, whose representative files with their argument a form as the Clerk shall prescribe or provide, which contains the qualified signatures of at least 1,000 such electors or ten percent of the total electors eligible to vote on the measure, whichever is less.
- B. Prior to the circulation of a petition under DCC 1.12.050(A)(2), a prospective petition shall be filed with the Clerk, in such form as the clerk shall prescribe or provide, which sets forth the text of the proposed argument and which identifies the name of the person or persons who submitted the argument, the name of the organization the person or persons represent, if any, and whether the argument supports or opposes the measure. A copy of the contents of the prospective petition shall be attached to each signature sheet of the petition circulated among the electors. The procedures for circulation of the petition shall be the same as the applicable procedures for circulation of initiative or referendum petitions, and the Clerk shall verify the signatories on the petition in the same manner signatories are verified on referendum or initiative petitions.
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#### HISTORY

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## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 8, 2023

**SUBJECT:** Acceptance of a grant from the Oregon Health Authority for Mobile Crisis Intervention Services, and authorization to add 2.0 FTE within the Health Services Fund

**RECOMMENDED MOTION:**

- 1) Move approval to accept Oregon Health Authority's one time Mobile Crisis funding.
- 2) Move approval of Resolution No. 2023-010 to add 1.0 regular FTE Behavioral Health Specialist I position and 1.0 regular FTE Administrative Supervisor position within the Health Services Fund effective March 15, 2023.

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon is moving towards an enhanced behavioral health crisis system aligned with national best practices under the directive of HB 2417. A Community Mental Health Program (CMHP) Workgroup has been convened to plan the timeline and process of enhancing Mobile Crisis Intervention Services (MCIS) in every county, so Oregon is successfully able to reach this future state of mobile crisis system across the state. CMHPs in Oregon already have a foundational mobile crisis service system, on which the enhanced system can be built. CMHPs are not required to have separate adult mobile crisis team and child Mobile Response and Stabilization Services (MRSS) team but rather use training to establish competencies for both models to serve all ages in a culturally, linguistically, and developmentally appropriate way.

In addition to existing Service Element funds specifically for crisis services, and enhanced Medicaid reimbursement rates, OHA will disperse funds to assist CMHPs to meet the new or enhanced components of the future state of Mobile Crisis Intervention Team, services, and reporting requirements across Oregon. An additional \$11 million funds will be distributed to CMHPs based on the funding strategy/formula identified by the CMHP Mobile Crisis Workgroup in collaboration with OHA.

Deschutes County Health Services (DCHS) has been allotted \$428,569 of these additional one-time Mobile Crisis funds. Funds are specifically to help improve and enhance mobile

crisis intervention teams and services to meet the new standards of MCIS (in accordance to OAR 309-019-072, SE 25 and SE25A). Of this funding, DCHS proposes to use \$372,215 to support two new regular FTE positions, a Behavioral Health Specialist 1 - Qualified Mental Health Associate (QMHA), and an Administrative Supervisor through October 2024. Additional funding will support client stabilization supplies (\$17,393) and indirect (\$38,961).

The addition of a QMHA to the mobile crisis team response will allow us to expand our ability to respond to certain calls without law enforcement to include overnight hours. With the addition of staff through this and previous funding, and the enhanced administrative burden and data reporting, DCHS will also need to add an Administrative Supervisor. This position will be responsible for all of the administrative and training support necessary to provide 24/7 services. Fleet management, technology assistance, data reporting, workflows and policies will all be managed by this position.

OHA has indicated the IGA for this funding should be received in the next two weeks. DCHS is requesting approval to add these positions, effective March 15, 2023, and is recommending that these positions be regular rather than limited duration. We anticipate OHA will continue to provide funding to sustain these positions, however, should funding discontinue, DCHS will consider the future of these positions within the budgeting process.

**BUDGET IMPACTS:**

The one-time funding will support the cost for 1.0 FTE Behavioral Health Specialist I and 1.0 FTE Administrative Supervisor through October 2024. Staff will be placed in existing space at the Crisis Stabilization Center, and staff will be using existing equipment, such as laptops and cell phones, for positions that will not be refilled. A budget adjustment is not required for Fiscal Year 2023 as vacancy savings will be utilized for these positions.

**ATTENDANCE:**

Holly Harris, Deputy Director, Behavioral Health  
Adam Goggins, Acting Manager, Behavioral Health  
Dan Emerson, Budget Manager

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing \*  
FTE Within the 2022-23 \* RESOLUTION NO. 2023-010  
Deschutes County Budget \*

WHEREAS, Deschutes County Health Services presented to the Board of County Commissioners on 2/8/23, with regards to adding 2.00 regular FTE positions, in support of Mobile Crisis Intervention Services funded by the Oregon Health Authority, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Behavioral Health Specialist I (1160)	Regular		1.00
Administrative Supervisor (9067)	Regular		1.00
<b>Total FTE</b>			<b>2.00</b>



Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this \_\_\_\_\_ day of February 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

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

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice-Chair

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

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

**Analysis performed on a fiscal year**

**Fiscal Years 2023 - 2027, 7/1/22 - 6/30/2027**

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
<b>RESOURCES</b>						
State Grant OHA	\$ 70,825	\$ 259,341	\$ 98,403.00			\$ 428,569
						\$ -
						\$ -
						\$ -
	\$ 70,825	\$ 259,341	\$ 98,403	\$ -	\$ -	\$ 428,569
<b>REQUIREMENTS</b>						
Wages & Benefits	\$ 61,508	\$ 225,225	\$ 85,482	\$ -		\$ 372,215
Travel						\$ -
Supplies	\$ 2,878	\$ 10,539	\$ 3,975			\$ 17,393
Capital Outlay						\$ -
Contracted Services						\$ -
Total Indirect -	\$ 6,439	\$ 23,576	\$ 8,946	\$ -	\$ -	\$ 38,961
Total Costs	\$ 70,825	\$ 259,341	\$ 98,403	\$ -	\$ -	\$ 428,569

Grant supports wages from 3/15/2023 through 10/31/2024.

Start Date 3/15/23; Step 2; Per Holly, no shift differential

	FY23	FY24	FY25	FY26
BHS I (A310)	28,290	103,687	110,397	118,913
Supervisor, Administrative (N414)	33,218	121,538	129,464	139,560
	<u>61,508</u>	<u>225,225</u>	<u>239,861</u>	<u>258,473</u>

61,508	225,225	84,951	0	371,684
2,878	10,539	3,975	0	<u>17,393</u>
				389,077
				<u>38,908</u>
				427,984
				428,569
				585

Barrier Removal

Indirect

532 Personnel

53 Indirect

585



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 8, 2023

**SUBJECT:** Amendment to an agreement with Oregon Health Authority extending the term for grant funding of mental health, addiction treatment, recovery & prevention, and problem gambling services

**RECOMMENDED MOTION:** Move approval of Chair signature of Document No. 2023-119, amending an intergovernmental agreement with the Oregon Health Authority for public health services

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Health Authority Intergovernmental Agreement #173133, approved by the Board of County Commissioners in December 2021, outlines the services and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services for January 1, 2022 to December 31, 2022.

This amendment #7 extends the term of the agreement to June 30, 2023 and awards \$4,523,084.23 funding for January 1, 2023 through June 30, 2023 for twenty services elements (SEs). In addition, program definition and description for SE 25, Mobile Crisis Intervention Services, formerly referenced as Community Mental health Crisis Services for Adults and Children, has been updated, and SE 25A, Stabilization Services for Children and their Families, has been added.

Funding provided in this amendment #7 is \$1,159,211.04 greater when compared to half the calendar year 2022 funding that was provided in IGA 173133 and prior amendments. OHA has acknowledged that amendment #7 contains state-wide errors in funding amounts for seven service elements (SEs), SE 01, SE 13, SE 25, SE 26, SE 30, SE 35 and SE 38). These errors include missing inflation funding and duplicate funding. Additionally, SE 17, Non-OHP Community and Residential Assistance, received an increased award of \$815,000 funding. This funding is paid on a reimbursement basis. Deschutes County Health Services (DCHS) had requested additional funding for increased costs related to Secure Residential Treatment Facility (SRTF), however

the amount awarded is much larger than anticipated. DCHS is working with OHA to confirm the amount and purpose of this funding.

OHA is requesting Community Mental Health Programs (CMHPs) sign the amendment as is. This will allow OHA to make corrections, add additional money associated with SE 25, Mobile Crisis Intervention Services, and incorporate planned changes in a new amendment. If this amendment is approved by the Board of County Commissioners, OHA will create the new amendment which DCHS should receive in the near future.

**BUDGET IMPACTS:**

\$4,523,084.23 revenue for January 1, 2023 through June 30, 2023 to be amended in the near future.

**ATTENDANCE:**

Holly Harris, Deputy Director, Health Services

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@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

## SEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY 2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173133

This Seventh Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County** (“County”).

### RECITALS

WHEREAS, OHA and County wish to extend the Financial Assistance Award through June 30, 2023 and amend the Agreement as follows.

### AGREEMENT

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or December 31, 2022 whichever date is later per the authority under OAR 125-247-0288, and shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit C, “Financial Assistance Award”.  
Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.  
**All references to the expiration date of December 31, 2022 in this Agreement shall be amended to June 30, 2023.**
2. **Exhibit A “DEFINITIONS” Section 30 “Service(s)”** is hereby amended to change the Service name for MHS25 as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
  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.

<b>Service Name</b>	<b>Service Code</b>
System Management and Coordination – Addiction Treatment, Recovery, & Prevention Services	A&D 03
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
Intoxicated Driver Program Fund (IDPF)	A&D 65
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
System Management and Coordination – Community Mental Health	MHS 01
Aid and Assist Client Services	MHS 04
Assertive Community Treatment Services	MHS 05
Crisis Transition Services (CATS)	MHS 08
Jail Diversion	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
Non-OHP Community and Residential Assistance	MHS 17
Non-Residential Community Mental Health Services For Adults, Children and Youth	MHS 20
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
<del>Community Mental Health Crisis Services For Adults and Children</del> <b>Mobile Crisis Intervention Services</b>	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



<b>Service Name</b>	<b>Service Code</b>
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) Services	MHS 39

3. **Exhibit A “DEFINITIONS” Section 32 “Specialized Service Requirement”** is hereby amended to add a new Service Element MHS25A as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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.

<b><u>Specialized Service Requirement Name</u></b>	<b><u>Specialized Service Requirement Code</u></b>
Veterans Peer Delivered Services	MHS 16A
<b><u>Stabilization Services for Children and Their Families</u></b>	<b><u>MHS 25A</u></b>
Early Assessment and Support Alliance (EASA)	MHS 26A
Secure Residential Treatment Facility	MHS 28A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

4. **Exhibit B-1** of the Agreement is hereby amended as described in **Attachment 1** to replace the Service Requirement for MHS 25 for Mobile Crisis Intervention Services, in the form attached hereto and incorporated herein by this reference.
5. **Exhibit B-2** of the Agreement is hereby amended as described in **Attachment 2** to add the Specialized Service Requirement MHS 25A for Stabilization Services for Children and Their Families, in the form attached hereto and incorporated herein by this reference.
6. The financial and service information in the Financial Assistance Award are hereby amended as described in **Attachment 3** attached hereto and incorporated herein by this reference. Attachment 2 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.

7. **Exhibit C “Financial Assistance Award” Section 1. b. “Financial and Service Information”** is hereby amended to add funding sources “331” and “341” as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**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 – ARPA – Federal Funds**
  - (d) **341 Mental Health Block Grant – COVID – Federal Funds**
  - (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.

8. The email address referenced throughout this Agreement for the Contract Administrator is amended to read as follows:

[HSD.Contracts@odhsoha.oregon.gov](mailto:HSD.Contracts@odhsoha.oregon.gov)

9. **Exhibit E. Section 1.** is hereby amended as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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 2019-2020 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2018-2019 Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2022-~~2023~~ financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for calendar year 2021. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.

10. **Exhibit G. Section 8. c.** is hereby amended as follows: language to be deleted or replaced is struck through; new language is **underlined and bold**.

OHA and County agree that this Agreement extends to ~~March 31, 2023~~, **September 30, 2023**, 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 2022 calendar year ~~and the first six months of 2023~~, **and prior to July 1, 2023**. 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 ~~December 30, 2023~~ **June 30, 2023**.

11. **Exhibit I Section 5. “Compliance with Law”** is hereby amended as follows: language to be deleted or replaced is struck through; new language is **underlined and bold**.

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 2022-**June 30, 2023** 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 \_\_\_\_\_, 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.

12. **Exhibit J. “Provider Insurance requirements” Sections 2, 3 and 4** are hereby amended to add MHS25A as follows; language to be deleted or replaced is struck through; new language is **underlined and bold**.

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 03, 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, MHS 01, MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHA 16, MHS 16A, MHS 20, MHS 24, MHS 25, <b><u>MHS 25A</u></b> , MHS 26, MHS 26A, MHS30, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39, MHS	\$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, 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 03, 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, MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, <b>MHS 25A</b> , MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, 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, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, <b>MHS 25A</b> , MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39,	\$1,000,000
MHS 27, MHS 28, MHS 28A	\$2,000,000

- 13.** Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 14.** County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 15.** Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 16.** This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.

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

**17. 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 30, 2022; e-mail in contract file.



**Attachment 1****27. Service Name: MOBILE CRISIS  
INTERVENTION SERVICES**Service ID Code: **MHS 25****a. Service Description**

Overview: Mobile Crisis Intervention Services (MCIS) shall be delivered in person, by the County through its' Community Mental Health Programs (CMHP), to any individual experiencing a behavioral health crisis, regardless of 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. MCIS shall be provided at a minimum, by a two-person multidisciplinary team. Mobile Crisis Intervention Teams (MCIT) shall work directly with the 988 call centers, county crisis lines, or any other crisis line to create policies and procedures for dispatch of the MCIT.

MCIT shall be trained in crisis response and shall receive developmentally, culturally, and linguistically appropriate trainings to meet the needs of the community that are delivered in accordance with trauma informed principles.

MCIT will work with the individual in crisis and their family, when applicable, to address and de-escalate the current crisis. MCIT will at a minimum 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.

**b. Purpose**

The goal of MCIS is to provide a community-based alternative to individuals experiencing a behavioral health crisis, that does not include law enforcement. 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.

**c. Standards**

All MCITs shall provide services and supports in accordance with OAR 309-072-0100 to 309-072-0160.

- (1) All providers must operate in compliance with these rules. These rules create minimum service delivery standards for services and supports delivered by providers certified by the Health Systems Division (HSD) of the Oregon Health Authority (OHA). Community Mental Health Programs (CMHP) shall continuously offer all services and supports as described within these rules.
- (2) If a County has one of the Nine Federally Recognized Tribes of Oregon in their service area, County shall collaborate with the tribe(s) to provide MCIS and stabilization services through a MOU if the tribe wishes to enter into such agreement.

- (3) County will work with non-County providers interested in providing MCIS, in their service area. Non-Counties shall initiate the Memorandum of Understanding (MOU) process with the applicable County in their service area.
  - (4) When providing in person services to an individual or family in crisis, program staff who have not completed all the required trainings in 309-072-0120 (3) shall be:
    - A. Accompanied by a trained staff who has completed all the trainings listed in OAR 309-072-0120 (3); and
    - B. Working under the supervision of a Qualified Mental Health Provider (QMHP).
  - (5) MCIT shall require equitable access to services, particularly for individuals and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, gender, gender identity or presentation, sexual orientation, socioeconomic status, insurance status, citizenship status, or religion.
  - (6) MCIT shall be dispatched when requested by 988 call centers in collaboration with the County. Prior to arrival on scene, there shall be ongoing determination of the MCIT's safety.
  - (7) County shall maintain and implement written policies and protocols, Letters of Agreement, or MOU for MCIT with 988 call centers, and other crisis call centers detailing how individuals in crisis will be monitored until a MCIT reaches the location of an individual or family in crisis.
  - (8) In accordance with 309-072-0140, MCIT shall attempt, and document the attempt, to collect information during transit to the location of crisis, or when appropriate, either directly from the individual in crisis or from a 988 call center, county crisis lines, or any other crisis line that requested for the individual or family in crisis.
  - (9) All providers shall develop and implement a structured and ongoing process to assess, monitor, and improve the quality and effectiveness of services provided to individuals and their families.
  - (10) MCIT services shall be provided at a minimum, by a two-person multidisciplinary team, and a QMHP who is available in accordance with OAR 309-072-0140 (4), when they are not part of the 2-person initial response.
  - (11) MCIT shall maintain and implement written policies and protocols to request law enforcement presence or co-response at the location of response when appropriate.
  - (12) County is responsible for requiring that a trained professional will be available to conduct a Director's Custody Hold per OAR 309-033-0230 (2)(b).  
The provider shall work collaboratively with individuals and families to provide required connection to follow-up services and supports.
  - (13) The provider shall attempt to follow-up with the individuals and families within 72 hours after the initial contact.
  - (14) Crisis line services shall be provided in accordance with OAR 309-019-0300.
  - (15) 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.
- d.** In the event of a Disaster Declaration: provide disaster response, crisis counseling services to include:
- (1) 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.

- (2) Assisting County’s in the provision of these services as part of a mutual aid agreement; and
- (3) 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.

e. **Performance Requirements**

- (1) 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.
- (2) County shall comply with OAR 309-072-0100 to 309-072-0160 as such rules may be revised from time to time.

f. **Special Reporting Requirements**

- a. County shall be responsible for collecting and submitting the following:
  - (1) Name;
  - (2) DOB;
  - (3) Race, Ethnicity, Language, and Disability (REALD);
  - (4) Sexual Orientation and Gender Identity (SOGI);
  - (5) Insurance;
  - (6) Presenting problem, as demonstrated through the individual’s current behaviors;
  - (7) Location of individual needing services;
  - (8) Individual’s history of violence;
  - (9) Individual’s history of addiction;
  - (10) Reported presence of weapons;
  - (11) Time and duration of response;
  - (12) Time dispatch request received, dispatch time;
  - (13) Dispatch time, arrival time;
  - (14) Dispatch time, face-to-face contact;
  - (15) Time of arrival on scene, time of departure from scene;
  - (16) Number of cases resolved within 72 hours;
  - (17) Language Requested/Language Provided;
  - (18) Point of origin for mobile crisis dispatch request (County’s, 988, 911, Hospitals, Request from Law Enforcement (LE) or Emergency Medical Services (EMS));
  - (19) Follow up services offered after mobile crisis response;
  - (20) Whether crisis was resolved in the community within 72 hours;
  - (21) Whether crisis was resolved on site;
  - (22) Types of screening, assessment, and diagnostic services;
  - (23) Whether individual required a higher level of care (Emergency Department/Hospital, Crisis Walk-In Clinic/Urgent Care, Inpatient Psychiatric Hospitalization (admission), Subacute, Crisis Respite, Detox Services, Sobering

Services, Substance Use Disorder (SUD) Treatment Facility, Secured Residential Treatment Facility (SRTF) [Adult Only], Psychiatric Residential Treatment Facility (PRTF), (Mobile Response and Stabilization Services (MRSS), Psychiatric Day Treatment Services (PDTS) [MRSS Only], Intensive Behavioral Health Treatment (IBHT) [MRSS Only], Intensive Supports and Services (IOSS) [MRSS Only], or Other);

- (24) Whether mobile crisis intervention involved transport to higher level of care;
- (25) Whether individuals/families were offered Peer Support services;
- (26) Whether individuals/families accepted Peer Support Services;
- (27) If individual was determined to require Director's Custody Hold;
- (28) Whether law enforcement co-response was requested, if any;
- (29) Disposition of individual in crisis (either Emergency Department, Jail, Community, Higher Level of Care); and
- (30) See Service Element 25A for data collection related to stabilization services.

- b. County must collect and submit Key Performance Indicator (KPI) data in accordance with the OHA approved data collection process monthly.
  - (3) County agrees to work directly with OHA approved contractor to submit the required KPI data in a timely manner. The OHA approved contractor is responsible for analyzing the provided data and developing quarterly reports.
  - (4) County is responsible for reviewing and approving the quarterly reports generated by the OHA approved contractor.
  - (5) 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.

g. **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).

**Attachment 2**

1. Service Name: **MOBILE CRISIS INTERVENTION SERVICES**  
 Service ID Code: **MHS 25A**

Specialized Service: **STABILIZATION SERVICES FOR CHILDREN AND THEIR FAMILIES**

Service ID Code: **MHS 25A**

**(1) Service Description (exceeding Section 1, MHS 25)**

**(a) Overview:**

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).

Stabilization services for children and their families are outlined in OAR 309-072-0160 and are available to eligible children and their families regardless of insurance status.

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.

**(b) Purpose (exceeding Section 1, MHS 25)**

**i. Standards**

- A.** County shall provide Mobile Crisis Intervention Services (MCIS) in accordance with Service Element MHS 25 and OAR 309-072-0100 to 309-072-0150.
- B.** County shall provide stabilization services in accordance with Service Element MHS 25A and OAR 309-072-0160.

- C. County shall require that all providers responding to children ages Birth through 20 years of age) and their families have received specialized training in working with children and their families as outlined in OAR 309-072-0120.
- D. County shall provide stabilization services to eligible children (ages 0-20) and their families regardless of their insurance status in accordance with OAR 309-072-0160.
- E. County shall require that a QMHP is available to conduct an assessment and service plan in accordance with OAR 309-019-0135 and 309-019-0140, prior to the start of stabilization services.
- F. County is responsible for requiring that a QMHP and a Family Support Specialist are offered to all children and their families receiving stabilization services. County shall notify OHA, upon determination that;
  - I. Positions are vacant or unavailable to children and their families enrolled in services.
  - II. Stabilization services are disrupted or unavailable to the community.
- G. Providers shall collaborate with their local emergency departments and/or crisis clinics to establish pathways and timelines for responding to children being referred to stabilization services. Provider shall maintain and implement written policies and protocols, Letters of Agreement, or Memorandum of Understanding (MOU) in place with their local emergency departments and/or crisis clinics.

**(c) Family Support Specialist (FSS) Role and Responsibilities**

- i. County shall require that each family enrolled in stabilization services is offered a Family Support Specialist and QMHP.
- ii. County shall have written policy in place that outlines how the FSS will be assigned and notified when a family is enrolled into stabilization services.
- iii. County is responsible for requiring that each family is offered an FSS. The FSS will make initial contact with the family, within 72 hours from enrollment into stabilization services to introduce their role and services. Family may choose not to pursue services.
- iv. 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 June 2023.
- v. The QMHP and FSS will work in collaboration with the youth and their family to determine the immediate needs of the family and create a service plan and crisis and safety plan.
- vi. The provider will coordinate all services and supports outlined in the service plan and update documents as needed.

**(d) 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 not required to have a Certificate of Approval (COA) to provide outpatient services
- iv.** Subcontractors are required to meet all applicable rules under OAR 309-072-0100 to 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.
- (e)** Whenever possible, providers should prioritize key leadership and direct service staff attendance in the monthly Learning Collaborative facilitated by the Oregon Health Authority.

**(2) Special Reporting Requirements (exceeding Section 1, MHS 25)**

- (a)** 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
- (b)** In addition to the data outlined in MHS 25, the County or subcontractor shall collect and submit these data points when a child is enrolled in stabilization services:
  - (i) Whether child was referred to stabilization services (by MCIS or Emergency Department)
  - (ii) Whether child was accepted into stabilization services
  - (iii) OHA approved outcome measures at intake for children receiving stabilization services
  - (iv) OHA approved outcome measures at discharge for children receiving stabilization services
  - (v) Whether individuals/families offered Family Support Services,
  - (vi) Whether individuals/families that accept Family Support Services
  - (vii) Closure Form
- (c)** County agrees to work directly with OHA approved contractor to submit the required pre and post assessment tools and other data points listed in (3)(b) 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.

**(3) Special Performance Requirements** (exceeding Section 1, MHS 25)

- (1) 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.
- (2) County shall submit written documentation to: [HSD.Contracts@odhsoha.oregon.gov](mailto:HSD.Contracts@odhsoha.oregon.gov) prior to Jan. 31, 2024, to be considered for payment.
- (3) 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.

**(4) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures** (exceeding Section 1, MHS 25)

None



MODIFICATION INPUT REVIEW REPORT

MOD#: A0093

CONTRACT#: 173133

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	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2022-2023														
BASEAD DESCHUTES CO.														
63	420	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$26,700.00	\$0.00	A	1	Y			
BASEAD DESCHUTES CO.														
63	421	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$11,609.00	\$0.00	A	1	Y			
BASEAD DESCHUTES CO.														
63	450	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$19,735.00	\$0.00	A	1	Y			
TOTAL FOR SE# 63							<u>\$58,044.00</u>	<u>\$0.00</u>						
BASEAD DESCHUTES CO.														
66	420	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$3,949.00	\$0.00	A	1	Y			1
BASEAD DESCHUTES CO.														
66	421	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$8,725.00	\$0.00	A	1	Y			1
BASEAD DESCHUTES CO.														
66	520	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$92,505.51	\$0.00	A	1	Y			1
BASEAD DESCHUTES CO.														
66	807	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$95,624.00	\$0.00	A	1	Y			1
TOTAL FOR SE# 66							<u>\$200,803.51</u>	<u>\$0.00</u>						
GAMBL DESCHUTES CO.														
80	888	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$88,898.00	\$0.00	A	1	Y			
GAMBL DESCHUTES CO.														
80	888	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$26,670.00	\$0.00	C	1	Y			2
TOTAL FOR SE# 80							<u>\$115,568.00</u>	<u>\$0.00</u>						
GAMBL DESCHUTES CO.														
84	888	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$40,000.00	\$0.00	C	1	Y			
GAMBL DESCHUTES CO.														
84	888	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$12,000.00	\$0.00	C	1	Y			3
TOTAL FOR SE# 84							<u>\$52,000.00</u>	<u>\$0.00</u>						
TOTAL FOR 2022-2023							<u>\$426,415.51</u>	<u>\$0.00</u>						
TOTAL FOR A0093 173133							<u>\$426,415.51</u>	<u>\$0.00</u>						

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY  
DATE: 01/06/2023

Contract#: 173133  
REF#: 009

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) amendment and extension, for that period beginning January 1, 2023 and through June 30, 2023, are subject to the 2021-2023 Legislative Adopted Budget (LAB) for the Oregon Health Authority, as allocated for the 4th quarter of the 21-23 biennium (January 1 - June 30, 2023), at the level proposed for the January 1, 2023 through June 30, 2023 period or higher. This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding, or to address minor, non-material changes to language, date(s), or administrative errors.

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.

- A0093 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, 2022. 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.
- A0093 2 These payments are for A&D 80 Services B) The financial assistance subject to this special condition will be disbursed in one lump sum within 30 calendar days after the date this Agreement becomes executed.
- A0093 3 These payments are for A&D 84 Services B) The financial assistance subject to this special condition will be disbursed in one lump sum within 30 calendar days after the date this Agreement becomes executed.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173133

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: 2022-2023														
		BASE	SYSTEM MANAGEMENT AN											
1	804	MHS01		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$26,510.66	\$0.00	A	1	Y			
		BCIVLM	SYS MGT CO-12TH ST											
1	804	MHS01		1/1/2023 - 6/30/2023	0 /NA	\$4,387.59	\$26,325.54	\$0.00	A	1	Y		2	
		BCIVLM	SYS MGT CO-DESCHUTES											
1	804	MHS01		1/1/2023 - 6/30/2023	0 /NA	\$9,053.00	\$54,318.00	\$0.00	A	1	Y		1	
		BCIVLM	SYS MGT CO-EDGECLIFF											
1	804	MHS01		1/1/2023 - 6/30/2023	0 /NA	\$4,387.59	\$26,325.54	\$0.00	A	1	Y		3	
		BPSRBM	SYS MGT CO-DESCHUTES											
1	804	MHS01		1/1/2023 - 6/30/2023	0 /NA	\$9,053.00	\$54,318.00	\$0.00	A	1	Y		1	
			TOTAL FOR SE# 1					\$187,797.74	\$0.00					
		BASE	AID & ASSIST PROJECT											
4	804	AAP		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$56,933.27	\$0.00	A	1	Y			
			TOTAL FOR SE# 4					\$56,933.27	\$0.00					
		BASE	ASSERTIVE COMMUNITY											
5	804	MHACT		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$92,424.49	\$0.00	A	1	Y			
			TOTAL FOR SE# 5					\$92,424.49	\$0.00					
		BASE	NI JAIL DIVERSION											
9	406	NIJAIL		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$165,404.34	\$0.00	A	1	Y			
		BASE	JAIL DIVERSION											
9	804	JAIL		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$50,596.30	\$0.00	A	1	Y			
			TOTAL FOR SE# 9					\$216,000.64	\$0.00					
		BASE	NI MH PROMD AND PREV											
10	411	NIMHPP		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$68,666.66	\$0.00	A	1	Y			
		BASE	NI MH PROMD AND PREV											
10	804	NIMHPP		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$3,037.30	\$0.00	A	1	Y			
			TOTAL FOR SE# 10					\$71,703.96	\$0.00					
		BASE	RENTAL ASSISTANCE											
12	804	RNTAST		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$124,260.98	\$0.00	A	1	Y			
		BASE	RENTAL ASSISTANCE											
12	804	RNTAST		1/1/2023 - 6/30/2023	30 /SLT	\$0.00	\$145,080.00	\$0.00	C	1	Y		4	

MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173133

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: 2022-2023													
TOTAL FOR SE# 12							<u>\$269,340.98</u>	<u>\$0.00</u>					
15	411	BASE	NI YOUNG ADULT HUB P	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$129,780.00	\$0.00	A	1	Y		
15	804	BASE	NI YOUNG ADULT HUB	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$5,846.66	\$0.00	A	1	Y		
15	806	BASE	NI YOUNG ADULT HUB P	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$2,400.00	\$0.00	A	1	Y		
TOTAL FOR SE# 15							<u>\$138,026.66</u>	<u>\$0.00</u>					
17	804	BASE	INVOICE SERVICES	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$1,004,500.00	\$0.00	C	1	Y		5
TOTAL FOR SE# 17							<u>\$1,004,500.00</u>	<u>\$0.00</u>					
20	301	CMHS	MH BLOCK GRANT	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$101,442.75	\$0.00	A	1	Y		
20	804	BASE	NON-RESIDENTIAL MENT	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$264,735.60	\$0.00	A	1	Y		
TOTAL FOR SE# 20							<u>\$366,178.35</u>	<u>\$0.00</u>					
24	804	BASE	ACUTE AND INTERMEDIA	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$226,605.49	\$0.00	A	1	Y		
TOTAL FOR SE# 24							<u>\$226,605.49</u>	<u>\$0.00</u>					
25	301	CMHS	CRISIS AND ACUTE TRA	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$57,810.75	\$0.00	A 25A	1	Y		
25	301	CMHS	CRISIS AND ACUTE TRA	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$57,810.75	\$0.00	A 25A	1	Y		
25	406	BASE	COMMUNITY CRISIS SER	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$127,613.25	\$0.00	A	1	Y		
25	406	BASE	NI CRISIS SERVICES-M	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$100,000.00	\$0.00	A	1	Y		
25	804	BASE	CRISIS AND ACUTE TRA	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$41,391.34	\$0.00	A 25A	1	Y		
25	804	BASE	CRISIS AND ACUTE TRA	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$41,391.34	\$0.00	A 25A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173133

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: 2022-2023													
		BASE	COMMUNITY CRISIS SER										
25	804	CRISIS		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$219,439.96	\$0.00	A	1	Y		
		BASE	NI CRISIS SERVICES-M										
25	806	NICRSE		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$30,158.69	\$0.00	A	1	Y		
		BASE	NI CRISIS SERVICES-M										
25	806	NICRSE		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$173,993.31	\$0.00	A	1	Y		
							<u>\$849,609.39</u>	<u>\$0.00</u>					
TOTAL FOR SE# 25													
		CMHS	EARLY ASSESSMENT AN										
26	301	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$43,632.00	\$0.00	A 26A	1	Y		
		CMHS	EARLY ASSESSMENT AN										
26	301	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$43,632.00	\$0.00	A 26A	1	Y		
		CMHS	EARLY ASSESSMENT AND										
26	331	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$17,500.00	\$0.00	A 26A	1	Y		
		CMHS	EARLY ASSESSMENT AND										
26	331	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$17,500.00	\$0.00	A 26A	1	Y		
		CMHS	EARLY ASSESSMENT AND										
26	331	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$17,500.00	\$0.00	A 26A	1	Y		
		CMHS	EARLY ASSESSMENT AND										
26	331	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$17,500.00	\$0.00	A 26A	1	Y		
		BASE	EARLY ASSESSMENT AN										
26	804	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$156,341.95	\$0.00	A 26A	1	Y		
		BASE	EARLY ASSESSMENT AN										
26	804	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$156,341.95	\$0.00	A 26A	1	Y		
		BASE	EARLY ASSESSMENT AN										
26	804	EASA		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$8,845.35	\$0.00	A	1	Y		
							<u>\$478,793.25</u>	<u>\$0.00</u>					
TOTAL FOR SE# 26													
		BPSREM	PSRB DESIG CLIENT										
30	804	PSRB		1/1/2023 - 6/30/2023	13 /SLT	\$465.27	\$37,896.31	\$0.00	A	1	Y		
							<u>\$37,896.31</u>	<u>\$0.00</u>					
TOTAL FOR SE# 30													
		BASE	GERO SPECIALISTS										
35	804	GERO		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$5,037.50	\$0.00	A 35A	1	Y		
		BASE	GERO SPECIALISTS										

MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173133

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: 2022-2023													
35	804		GERO	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$5,037.50	\$0.00	A	35A	1	Y	
		BASE	GERO SPECIALISTS										
35	804		GERO	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$5,037.50	\$0.00	A	35A	1	Y	
		BASE	GERO SPECIALISTS										
35	804		GERO	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$5,037.50	\$0.00	A	35A	1	Y	
TOTAL FOR SE# 35							<u>\$20,150.00</u>	<u>\$0.00</u>					
		BASE	SUPPORTED EMPLOYMENT										
38	804		SUPEMP	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$30,095.80	\$0.00	A		1	Y	
TOTAL FOR SE# 38							<u>\$30,095.80</u>	<u>\$0.00</u>					
		BASE	PATH GRANT										
39	313		PATH	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$48,468.50	\$0.00	A		1	Y	6
		BASE	PATH GRANT										
39	804		PATH	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$2,143.89	\$0.00	A		1	Y	6
TOTAL FOR SE# 39							<u>\$50,612.39</u>	<u>\$0.00</u>					
TOTAL FOR 2022-2023							<u>\$4,096,668.72</u>	<u>\$0.00</u>					
TOTAL FOR M0715 173133							<u>\$4,096,668.72</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY  
DATE: 01/06/2023

Contract#: 173133  
REF#: 008

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) amendment and extension, for that period beginning January 1, 2023 and through June 30, 2023, are subject to the 2021-2023 Legislative Adopted Budget (LAB) for the Oregon Health Authority, as allocated for the 4th quarter of the 21-23 biennium (January 1 - June 30, 2023), at the level proposed for the January 1, 2023 through June 30, 2023 period or higher. This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding, or to address minor, non-material changes to language, date(s), or administrative errors.

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.

- M0715 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 Deschutes Recovery Center SRTF.
- M0715 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 12th Street RTH.
- M0715 3A) 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.
- M0715 4A) These funds are for MHS 12 Services. B) The funds subject to this special condition will be disbursed to Contractor upon receipt of quarterly invoices from 1/1/2022 to 6/30/2023.

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY  
DATE: 01/06/2023

Contract#: 173133  
REF#: 008

- M0715 5A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26 ,27, 28, 30, 34 and 36 from 01/01/2022 to 6/30/2023 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](http://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](http://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.
- M0715 6A) 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 01/01/2022 to 6/30/2023.



**Certificate Of Completion**

Envelope Id: DEFEF1416BFE4AFBB18A7B81A3C53666	Status: Sent
Subject: 173133-7 Deschutes County	
Source Envelope:	
Document Pages: 26	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Larry.O.Briggs@odhsoha.oregon.gov
	IP Address: 209.112.106.2

**Record Tracking**

Status: Original	Holder: Larry Briggs	Location: DocuSign
1/11/2023 11:01:10 AM	Larry.O.Briggs@odhsoha.oregon.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

**Signer Events****Signature****Timestamp**

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jon Collins

JON.C.COLLINS@dhssoha.state.or.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Margie Stanton

Margie.C.Stanton@dhssoha.state.or.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/26/2020 8:11:14 AM

ID: 20e5e982-b92b-49ae-b319-83ecdb2ac0b5

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 9/22/2021 9:13:25 AM

ID: 1c2f1b1a-bce9-4e77-a9ac-00927d21eb03

Sent: 1/11/2023 11:03:58 AM

Viewed: 1/12/2023 9:09:45 AM

**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us)

#### **To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Carahsoft OBO Oregon Health Authority - CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.

**DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:** January 13, 2023

**Department:** Health Services, Behavioral Health

**Contractor/Supplier/Consultant Name:** Oregon Health Authority

**Contractor Contact:** Larry Briggs      **Contractor Phone #:** 503-945-6080

**Type of Document:** Amendment #7 to Oregon Health Authority Intergovernmental (OHA) Agreement #173133

**Goods and/or Services:** The Intergovernmental Agreement #173133, approved by the Board of County commissioners in December 2021, outlines the services and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services for January 1, 2022 to December 31, 2022.

This amendment #7 extends the term of the agreement to June 30, 2023 and awards \$4,523,084.23 funding for January 1, 2023 through June 30, 2023 regarding various services elements. In addition, program definition and descriptions have been updated for Service Element 25, Mobile Crisis Intervention Services, formerly referenced as Community Mental health Crisis Services for Adults and Children, and Service Element 25A, Stabilization Services for Children and their Families, has been added.

**Background & History:** The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power. OHA is at the forefront of lowering and containing costs, improving quality and increasing access to health care in order to improve the lifelong health of Oregonians.

Deschutes County 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.

**Agreement Starting Date:** January 01, 2022      **Ending Date:** June 30, 2023

**Total Payment:** \$4,523,084.23

Insurance Certificate Received (check box)  
Insurance Expiration Date: N/A County is Contractor

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** Included in current budget?  Yes  No

If **No**, has budget amendment been submitted?  Yes  No

**Is this a Grant Agreement providing revenue to the County?**  Yes  No

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance: Name:   
Phone #:

**Departmental Contact and Title:**

**Department Director Approval:**

**Signature:** 

**Email:** janice.garceau@deschutes.org

**Title:** Director

**Company:** Deschutes County Health Services

**Distribution of Document:** Grace Justice Evans, Health Services.

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**Official Review:**

County Signature Required (check one):  BOCC  Department Director (if <\$50K)

Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number: 2023-119



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 8, 2023

**SUBJECT:** Transfer and extend a Limited Duration Position for Project Manager to Work with Homeless Camps

**RECOMMENDED MOTION:**

Move to direct staff to prepare a budget adjustment to transfer and extend a limited duration position an additional three months to serve as project manager for upcoming homeless camp removals.

**BACKGROUND AND POLICY IMPLICATIONS:**

The City of Bend is working to close the homeless encampments on Hunnell Road due to safety concerns and upcoming ODOT and Deschutes County transportation projects in the area. The City of Redmond and Deschutes County are also working to close homeless encampments Southeast of Redmond.

There is a limited duration position in Health Services that is assigned to the Covid Response and Recovery Program that is ending March 31, 2023 (position #2836). Staff recommends extending this position to work as the Project Manager on the closure of the encampments. This work will involve a great deal of communication and coordination among service providers and crews who will remove debris. The Project Manager would perform the following duties:

- Serve as Project Manager for the RESOLVE (Reaching Out to Support and Learn from Vulnerable Encampments) Pilot.
- Develop timeline to execute plan, including benchmarks
- Develop, coordinate, and implement a plan to relocate disbursed campers. Example of the tasks to be coordinated are listed below.
- Work with County departments (Health Services, Property Management, Sheriff's Office, Solid Waste, Legal, County Administrator's Office), non-profits and other agencies on timeline, planning, coordinating, and implementing the RESOLVE Pilot Plan.
- Relocate people to housing, shelter, safe parking.
- Lead the after action debrief.



Staff recommends extending this limited duration position through June 30, 2023 and reassigning the position to work as the Project Manager on the encampment closures.

The cost to extend the limited duration position is estimated at \$26,000. Staff recommends funding this extension with ARPA dollars. Other possible funding sources include unrestricted Transient Room Tax (TRT) or General Fund. There will be additional costs associated with encampment removals. Staff will return to the Board with additional estimated costs associated with camp removals.

**BUDGET IMPACTS:**

If the Board supports extending the limited duration position, staff will return with a budget adjustment.

**ATTENDANCE:**

Erik Kropp, Deputy County Administrator