



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, DECEMBER 15, 2021

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

(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, meetings and hearings of the Deschutes County Board of Commissioners have been conducted primarily in a virtual format. Effective June 30, 2021, COVID-based restrictions have been discontinued.

Attendance/Participation options include: A) In Person Attendance and B) Live Stream Video: Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings.

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by 8:00 a.m. before the start of the meeting will be included in the meeting record.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: *For items not on this Agenda*

Note: *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by 12:00 noon on Tuesday.*

CONSENT AGENDA

1. Consideration of Board Signature of Resolution No. 2021-083 Increasing 3.0 Limited Duration FTE within the Health Services Fund and the 2021-2022 Deschutes County Budget.
2. Consideration of Board Signature on letter extending appointment of Iman Simmons for service on the Deschutes County Statewide Transportation Improvement Fund Advisory Committee.
3. Consideration of Board Signature on letter extending appointment of Andrew Davis for service on the Deschutes County Statewide Transportation Improvement Fund Advisory Committee.
4. Consideration of Board Signature on letter extending appointment of Kelsey Rook for service on the Deschutes County Statewide Transportation Improvement Fund Advisory Committee.
5. Consideration of Board Signature on letter extending appointment of Dan Youmans for service on the Deschutes County Statewide Transportation Improvement Fund Advisory Committee.
6. Consideration of Board Signature on letter extending appointment of Jamie Donahue for service on the Deschutes County Special Transportation Fund (STF) Advisory Committee.
7. Consideration of Board Signature on letter extending appointment of Matthew Schmitz for service on the Deschutes County Statewide Transportation Improvement Fund Advisory Committee.
8. Consideration of Board Signature on letter extending appointment of Paul Bertanga for service on the Deschutes County Statewide Transportation Improvement Fund Advisory Committee.
9. Consideration of Board Signature on letter appointing Heather Johnson for service on the Two Rivers Special Road District Board.

10. Consideration of Board Signature on letter reappointing Megan Tucker for service on the Two Rivers Special Road District Board.
11. Consideration of Board Signature on letter thanking Lorna Turner for service on the Two Rivers Special Road District Board.
12. Consideration of Board Signature on letter appointing Larry Bartlemay for service on the Pinewood Country Estates Special Road District Board.
13. Consideration of Board Signature on letter thanking Bill Filsinger for service on the Pinewood Country Estates Special Road District Board.
14. Consideration of Board Signature on letter reappointing Nyle Head for service on the Panoramic Access Special Road District Board
15. Consideration of Board Signature on letter thanking Frank A. Mengel for service on the Newberry Estates Special Road District Board.
16. Approval of minutes of the November 29, 2021 BOCC Meeting

ACTION ITEMS

- [17.](#) **9:05 AM PUBLIC HEARING:** 2021 Housekeeping Amendments
- [18.](#) **9:35 AM** Consideration of Board approval and Chair Signature of OHA #173133, Document No. 2021-972 - Behavioral Health Funding
- [19.](#) **9:45 AM** Consideration to Request Additional Oregon Health Authority Federal Emergency Management Agency Funds for COVID-19 Vaccine Distribution and Outreach
20. **9:55 AM** COVID19 Update
- [21.](#) **10:15 AM** American Rescue Plan Funding Update - Affordable Housing

LUNCH RECESS

- [22.](#) **1:00 PM** Consideration of a Memorandum of Understanding between Crook County, Deschutes County, and ODOT relating joint obligations to maintain and operate George Millican Road for freight use and accommodation.
- [23.](#) **1:10 PM** Consideration of Acceptance of Victims Assistance Grant Award
- [24.](#) **1:20 PM** 2022 Arts & Culture Grant Review
- [25.](#) **1:40 PM** Zoning Status of County-owned property consisting of +/- 11.38-acres

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



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, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 12/15/2021

SUBJECT: Consideration of Resolution No. 2021-083 Increasing 3.0 Limited Duration FTE within the Health Services Fund and the 2021-2022 Deschutes County Budget.

RECOMMENDED MOTION:

Move Approval of Resolution No. 2021-083 Increasing 3.0 Limited Duration FTE within the Health Services Fund and the 2021-2022 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

On 12/3/2021 the BOCC approved a request from Health Services of \$1,065,000 in American Rescue Plan Act funding to hire staff to address increased need for homeless outreach and services in the community, including providing support to the Navigation Center, Project Turnkey and the Structured Camps being acquired/developed by the City of Bend.

Funds will support three full-time employees: two Behavioral Health Specialist (BHS) I Case Managers and one Peer Support Specialist through December 31, 2024. This will add capacity to the existing team, which currently has only one BHS I Case Manager, and make it possible to assign one case manager each to cover Bend and Redmond and one to cover Sisters and La Pine. The Peer will serve all four communities, as needed.

BUDGET IMPACTS:

No Impact. Funds are from the American Rescue Plan Act.

ATTENDANCE:

Daniel Emerson, Budget Manager, Finance.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing *
FTE within the 2021-2022 * RESOLUTION NO. 2021-083
Deschutes County Budget *

WHEREAS, the Deschutes County Health Department presented to the Board of County Commissioners on 12/3/2021, with regards to adding 3.0 FTE in support of Homeless Outreach and Services funded by the American Rescue Plan, and

WHEREAS, Deschutes County Policy HR-1 requires that a 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 | Limited Duration | 12/31/2024 | 1.00 |
| Behavioral Health Specialist I | Limited Duration | 12/31/2024 | 1.00 |
| Peer Support Specialist | Limited Duration | 12/31/2024 | 1.00 |
| Total FTE | | | 3.00 |

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 December, 2021.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PHIL CHANG, Vice-Chair

Recording Secretary

PATTI ADAIR, Commissioner



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 15, 2021

SUBJECT: Staff Report – 2021 Housekeeping Amendments Public Hearing

BACKGROUND AND POLICY IMPLICATIONS:

The Planning Division regularly amends Deschutes County Code (DCC) and the Comprehensive Plan to correct minor errors identified by staff, other County departments, and the public. This process, commonly referred to as “housekeeping,” also incorporates updates from rulemaking at the state level through amendments to Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR), and allows for less substantive code changes to continue efficient County operations.

The Board of County Commissioners (Board) will conduct a public hearing on December 15, 2021 to consider staff-initiated housekeeping amendments (file no. 247-21-000862-TA). The Deschutes County Planning Commission reviewed the proposed legislative amendments at a public hearing on November 18, 2021 and provided recommendations to the Board at a deliberation session on the same date.

BUDGET IMPACTS:

None

ATTENDANCE:

Kyle Collins, Associate Planner



MEMORANDUM

TO: Deschutes County Board of County Commissioners

FROM: Kyle Collins, Associate Planner

DATE: December 8, 2021

SUBJECT: 2021 Housekeeping Amendments – Public Hearing

The Board of County Commissioners (Board) will conduct a public hearing on December 15, 2021 at 9:00 A.M. at the Deschutes Services Center, 1300 Wall Street, Barnes and Sawyer rooms to consider staff-initiated legislative text amendments (file no. 247-21-000862-TA). This public hearing will address text amendments correcting minor errors in the Deschutes County Code (DCC), incorporating recent changes to state law, and to provide clarification of existing regulations, procedures, and policies. The public hearing will be conducted in-person, electronically, and by phone.¹ The Deschutes County Planning Commission (Commission) reviewed the proposed legislative amendments at a public hearing on November 18, 2021 and provided recommendations to the Board at a deliberation session on the same date. Those recommendations are outlined below as part of this memo.

Attached to this memorandum are Ordinances outlining the text amendments and draft findings summarizing the proposed changes.

I. BACKGROUND

The Planning Division regularly amends Deschutes County Code and the Comprehensive Plan to correct minor errors identified by staff, other County departments, and the public. This process, commonly referred to as “housekeeping,” also incorporates updates from rulemaking at the state level through amendments to Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR), and allows for less substantive code changes to continue efficient County operations. The last time Deschutes County adopted housekeeping amendments occurred in July 2020.²

¹ See Deschutes County Board of County Commissioners December 15, 2021 Agenda for more information: <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-33>

² Ordinance 2020-007.

II. OVERVIEW OF AMENDMENTS

The proposed amendments are described in two Ordinances, one proposed for adoption by emergency and one proposed with a standard 90-day adoption timeline:

- Ordinance 2021-013 (Attachment 1)
- Ordinance 2021-014 (Attachment 2) – *Proposed Adoption by Emergency*

Draft Ordinance 2021-014 is proposed for emergency adoption beginning January 3, 2022, to accommodate new operating hours for the Community Development Department’s (CDD) main office at 117 NW Lafayette Ave, Bend. Based on Board direction, beginning December 1st, 2021, the main CDD office will close to visitors starting at 4:00 PM rather than 5:00 PM. Ordinance 2021-014 alters DCC 22.32.015(B) to accommodate the land use appeals process and notifies applicants of their obligations when filing a formal appeal. Adopting Ordinance 2021-014 by emergency will allow a smooth transition to the updated appeal requirements in coordination with new office operating hours starting in 2022.

Within these Ordinances and their respective attachments, added language is underlined and deleted shown as ~~striketrough~~. Table 1 summarizes the amendments for Ordinance 2021-013 and Table 2 summarizes the amendments for Ordinance 2021-014.

Table 1 – Ordinance 2021-013 Summary of Amendments

| Exhibit | Amendment | |
|---------|---|--|
| A | Title 15 Buildings and Construction Chapter 15.04 Building and Construction Codes and Regulations | |
| | DCC 15.04.080 | Update edition of International Fire Code with current standards |
| B | Title 17 Subdivisions Section 17.24 Final Plat | |
| | DCC 17.24.150 | Update final plat recording requirements to reflect contemporary standards |
| C | Title 18 County Zoning Chapter 18.04 Title, Purpose and Definitions | |
| | DCC 18.04.030 | Correct ORS reference error for “manufactured home” definition |
| | DCC 18.04.030 | Adds new definition for “Facility for the processing of farm products,” as described in ORS 215.255 |
| | DCC 18.04.030 | Amends two incorrect internal references in the definition for “Current employment of land for farm use” |
| | DCC 18.04.030 | Adds new definition for “Processing area,” as described in ORS 215.255 |

| Exhibit | Amendment | |
|---------|--|---|
| D | Title 18 County Zoning Chapter 18.16 Exclusive Farm Use Zones | |
| | DCC 18.16.023 | Update replacement dwelling standards in conformance with OAR 660-033-0130 |
| | DCC 18.16.025 | Update farm building/dog training standards in conformance with OAR 660-033-0130 |
| | DCC 18.16.025 | Update farm crop processing standards in conformance with OAR 660-033-0130 |
| | DCC 18.16.030 | Update hardship dwelling standards in conformance with OAR 660-033-0130 |
| | DCC 18.16.050 | Correct internal reference error for "dwellings customarily provided in conjunction with farm use" |
| | DCC 18.16.050 | Update dwelling standards in conformance with OAR 660-033-0135 to add "Except for seasonal farmworker housing approved prior to 2001" to all references of "no other dwelling on the subject tract" |
| E | Title 18 County Zoning Chapter 18.32 Multiple Use Agricultural Zone | |
| | DCC 18.32.030 | Correct OAR 660-004-0040 reference which outlines Goal 14 exceptions for new manufactured home parks |
| F | Title 18 County Zoning Chapter 18.36 Forest Use Zone; F-1 | |
| | DCC 18.36.050 | Update template dwelling standards in conformance with OAR 660-006-0027 |
| G | Title 18 County Zoning Chapter 18.40 Forest Use Zone; F-2 | |
| | DCC 18.40.050 | Update template dwelling standards in conformance with OAR 660-006-0027 |
| H | Title 18 County Zoning Chapter 18.67 Tumalo Rural Community Zoning Districts | |
| | DCC 18.67.020 | Correct a DCC 18.67.020(D)(2)(b) reference that was unintentionally established by Ordinance 2020-010 |
| | DCC 18.67.040 | Correct a DCC 18.67.040(D) reference that was unintentionally established by Ordinance 2020-010 |
| I | Title 18 County Zoning Chapter 18.74 Rural Commercial Zone | |
| | DCC 18.74.020 | Correct a DCC 18.74.020(B) reference to accurately address the Site Plan chapter of County Code (DCC 18.124) |
| J | Title 18 County Zoning Chapter 18.80 Airport Safety Combining Zone | |
| | DCC 18.80.044 | Replace a reference to FAA Order 5100.38A, which no longer exists, with an updated FAA Order 5100.38D reference |

| Exhibit | Amendment | |
|---------|---|--|
| K | Title 18 County Zoning Chapter 18.84 Landscape Management Combining Zone | |
| | DCC 18.84.010 | Correct scrivener's error to note the correct chapter title |
| L | Title 18 County Zoning Chapter 18.108 Urban Unincorporated Community Zone; Sunriver | |
| | DCC 18.108.110 | Correct a DCC 18.108.110(D) reference that was unintentionally established by Ordinance 2012-002 and Ordinance 2019-008 |
| M | Title 18 County Zoning Chapter 18.116 Supplementary Provisions | |
| | DCC 18.116.330 | Edit code language to clarify intent for the relocation of approved marijuana production or processing facilities |
| N | Title 18 County Zoning Chapter 18.120 Exceptions | |
| | DCC 18.120.010 | Correct a DCC 18.120.010(F)(3) reference to accurately address alterations of a nonconforming use |
| O | Title 19 Bend Urban Growth Boundary Zoning Ordinance Chapter 19.76 Site Plan Review | |
| | DCC 19.76.090 | Replaces references of "Bend Urban Area Planning Commission" (a defunct review body) with a reference to DCC 22.24.020 to determine an appropriate review body for projects requiring site plan review in the Deschutes River Corridor |
| P | Title 22 Deschutes County Development Procedures Ordinance Chapter 22.04 Introduction and Definitions | |
| | DCC 22.04.020 | Removes the unnecessary "A" reference in DCC 22.040.030(A), which was repealed by previous Ordinances |
| Q | Title 22 Deschutes County Development Procedures Ordinance Chapter 22.24 Land Use Action Hearings | |
| | DCC 22.24.130 | Alters DCC 22.24.030(D) to match the requirements of ORS 197.763(6) regarding open record periods |

Table 2 - Ordinance 2021-014 Summary of Amendments

| Exhibit | Amendment | |
|---------|--|---|
| A | Title 22 Deschutes County Development Procedures Ordinance Chapter 22.32 Appeals | |
| | DCC 22.32.015 | Alters DCC 22.32.015(B) to accommodate new visitor hours for the main CDD office in regards to the appeals process and notify applicants of their obligations when filing a formal appeal |

III. TRANSPORTATION ANALYSIS

Senior Transportation Planner Peter Russell reviewed the application and findings concerning Statewide Land Use Planning Goal 12 and the Transportation Planning Rule, and provided the following comments:

“Reviewed the materials and didn’t see any red flags...”

IV. PUBLIC AND AGENCY COMMENTS

As of the submission date of this memorandum (December 8, 2021), no written comments have been received from the public or respective public agencies.

V. PLANNING COMMISSION DISCUSSION AND RECOMMENDATIONS

Following a public hearing and deliberations on November 18, 2021, the Planning Commission voted unanimously to recommend approval of the proposed housekeeping amendments.

VI. RECORD

The full record for File 247-21-000862-TA is as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-21-000862-ta-text-amendments-clarify-existing-standards-and-procedural-requirements-0>

VII. NEXT STEPS

At the conclusion of the public hearing, the Board may:

- Continue the hearing to a date certain;
- Close the hearing and leave the written record open to a date certain; or
- Close the hearing, and commence deliberations.

Attachments

- 1) Ordinance 2021-013 (Proposed Amendments and Draft Findings)
- 2) Ordinance 2021-014 (Proposed Amendments and Draft Findings)
- 3) 247-21-000862-TA Notice of Public Hearing

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

“An Ordinance Amending Deschutes County Code Title 15, Buildings and Construction, Title 17, Subdivisions, Title 18, Zoning Ordinance, Title 19, Bend Urban Area Zoning Ordinance, and Title 22, Procedures Ordinance, to Incorporate Changes to State and Federal Law, and Provide Clarification of Existing Regulations, Procedures, and Policies.” *
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ORDINANCE NO. 2021-013

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File Nos. 247-21-000862-TA) to the Deschutes County Code (“DCC”), Chapter 15.04 – Building and Construction Codes and Regulations, Chapter 17.24 – Final Plat, Chapter 18.04 – Purpose and Definitions, Chapter 18.16 – Exclusive Farm Use Zones, Chapter 18.32 – Multiple Use Agricultural Zone, Chapter 18.36 – Forest Use Zone F1, Chapter 18.40 – Forest Use Zone F2, Chapter 18.67 – Tumalo Rural Community Zoning Districts, Chapter 18.74 – Rural Commercial Zone, Chapter 18.80 – Airport Safety Combining Zone, Chapter 18.84 – Landscape Management Combining Zone, Chapter 18.108 – Urban Unincorporated Community Zone-Sunriver, Chapter 18.116 – Supplementary Provisions, Chapter 18.120 – Exceptions, Chapter 19.76 – Site Plan Review, Chapter 22.04 – Introductions and Definitions, Chapter 22.24 – Land Use Action Hearings; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed amendments on November 18, 2021, and subsequently forwarded a recommendation of Approval to the Deschutes County Board of County Commissioners (“Board”); and

WHEREAS, the Board considered this matter after a duly noticed public hearing on December 15, 2021, and concluded that the public will benefit from the proposed changes to Deschutes County Code Chapter Titles 15, 17, 18, 19, and 22;

NOW, THEREFORE,

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

Section 1. AMENDMENT. Deschutes County Code Chapter 15.04, Building and Construction Codes and Regulations, is amended to read as described in Exhibit “A”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strike through~~.

Section 2. AMENDMENT. Deschutes County Code Chapter 17.24, Final Plat, is amended to read as described in Exhibit “B”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 3. AMENDMENT. Deschutes County Code Chapter 18.04, Purpose and Definitions, is amended to read as described in Exhibit “C”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 4. AMENDMENT. Deschutes County Code Chapter 18.16, Exclusive Farm Use Zones, is amended to read as described in Exhibit “D”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 5. AMENDMENT. Deschutes County Code Chapter 18.32, Multiple Use Agricultural Zone, is amended to read as described in Exhibit “E”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 6. AMENDMENT. Deschutes County Code Chapter 18.36, Forest Use Zone – F1, is amended to read as described in Exhibit “F”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 7. AMENDMENT. Deschutes County Code Chapter 18.40, Forest Use Zone – F2, is amended to read as described in Exhibit “G”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 8. AMENDMENT. Deschutes County Code Chapter 18.67, Tumalo Rural Community Zoning Districts, is amended to read as described in Exhibit “H”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 9. AMENDMENT. Deschutes County Code Chapter 18.74, Rural Commercial Zone, is amended to read as described in Exhibit “I”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 10. AMENDMENT. Deschutes County Code Chapter 18.80, Airport Safety Combining Zone, is amended to read as described in Exhibit “J”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 11. AMENDMENT. Deschutes County Code Chapter 18.84, Landscape Management Combining Zone, is amended to read as described in Exhibit “K”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 12. AMENDMENT. Deschutes County Code Chapter 18.108 Urban Unincorporated Community Zone – Sunriver, is amended to read as described in Exhibit “L”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 13. AMENDMENT. Deschutes County Code Chapter 18.116, Supplementary Provisions, is amended to read as described in Exhibit “M”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 14. AMENDMENT. Deschutes County Code Chapter 18.120, Exceptions, is amended to read as described in Exhibit “N”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 15. AMENDMENT. Deschutes County Code Chapter 19.76, Site Plan Review, is amended to read as described in Exhibit “O”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 16. AMENDMENT. Deschutes County Code Chapter 22.04, Introductions and Definitions, is amended to read as described in Exhibit “P”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 17. AMENDMENT. Deschutes County Code Chapter 22.24, Land Use Action Hearings, is amended to read as described in Exhibit “Q”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 18. FINDINGS. The Board adopts as its findings Exhibit “R”, attached and incorporated by reference herein.

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PHILIP CHANG, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR

Date of 1st Reading: _____ day of _____, 2021.

Date of 2nd Reading: _____ day of _____, 2021.

Record of Adoption Vote:

| Commissioner | Yes | No | Abstained | Excused |
|----------------|-----|-----|-----------|---------|
| Anthony DeBone | ___ | ___ | ___ | ___ |
| Philip Chang | ___ | ___ | ___ | ___ |
| Patti Adair | ___ | ___ | ___ | ___ |

Effective date: _____ day of _____, 2021.

CHAPTER 15.04 BUILDING AND CONSTRUCTION CODES AND REGULATIONS

15.04.080 Fire Code; Adopted

15.04.080 Fire Code; Adopted

In accordance with OAR 837-040-0010, tThe currently adopted 2019 edition of the International Fire Code, as published by the International Code Council and as amended by the Office of State Fire Marshal, hereinafter referred to as “fire code,” is adopted in its entirety as the fire code of the County and incorporated by reference herein.

HISTORY

- Adopted by Ord. [83-056 §6](#) on 8/3/1983*
- Amended by Ord. [86-068 §1](#) on 8/13/1986*
- Amended by Ord. [90-005 §4](#) on 1/10/1990*
- Amended by Ord. [93-006 §1](#) on 3/3/1993*
- Amended by Ord. [97-024 §1](#) on 3/12/1997*
- Amended by Ord. [2 011-022 §2](#) on 7/27/2011*
- Amended by Ord. [2 020-012 §3](#) on 9/22/2020*
- Amended by Ord. [2020-007 §4](#) on 10/27/2020*
- Amended by Ord. [2021-013 §1](#) on XX/XX/2021*

CHAPTER 17.24 FINAL PLAT**17.24.150 Recording****17.24.150 Recording**

- A. No plat shall have any force or effect until it has been recorded. No title to property described in any dedication on the plat shall pass until recording of the plat.
- B. The applicant must present the original approved plat at the time of recording. Prior to submission to the County Clerk of a plat of a County-approved subdivision or partition, the applicant shall provide ~~15 blue line a copies copy~~ of the plat to the planning division and pay the appropriate ~~cartography~~ fee. No plat shall be recorded with the County Clerk unless accompanied by a written statement from the Planning Division that all requirements have been met.
- C. No plat may be recorded unless all city or County approvals required under ORS 92 with respect to land division and surveying and mapping have been obtained. If the plat or the circumstances of its presentation do not allow the Clerk to make this determination, the Clerk may make such inquiry as is necessary to establish that such requirements have been met.
- D. No subdivision plat shall be recorded unless all ad valorem taxes and all special assessments, fees or other charges required by law to be placed upon the tax roll that have become a lien upon the subdivision or that will become a lien upon the subdivision during the tax year have been paid.
- E. No plat shall be recorded unless it is accompanied by a signed statement of water rights and, if there are water rights appurtenant to the property being divided, an acknowledgment of receipt by the Oregon Department of Water Resources of applicant's statement of water rights. This provision shall not apply if the partition or subdivision plat displays the approval of any special district referred to in DCC 17.24.090.
- F. No plat shall be recorded unless it complies with the provisions of DCC 17.24.040 regarding form.
- G. Following submission of the approved plat and upon payment of such recording fees as prescribed by the County, the original shall be recorded in the County Clerk's plat records by scanning and microfilming the plat. The physical copy of the recorded plat shall be released by the County Clerk to the County Surveyor for filing.

HISTORY

Adopted by Ord. [PL-14 §4.110](#) on 11/1/1979

Repealed & Reenacted by Ord. [81-043 §§1, 3, 4.065](#) on 12/31/1981

Renumbered by Ord. [90-003 §1](#) on 1/8/1990

Amended by Ord. [93-012 §31](#) on 8/4/1993

Amended by Ord. [2005-044 §1](#) on 1/26/2006

Amended by Ord. [2006-007 §4](#) on 8/29/2006

Amended by Ord. [2020-007 §6](#) on 10/27/2020

[Amended by Ord. 2021-013 §2 on XX/XX/2021](#)

CHAPTER 18.04 TITLE, PURPOSE AND DEFINITIONS**18.04.030 Definitions****18.04.030 Definitions**

“Current employment” of land for farm use includes:

- A. Farmland, the operation or use of which is subject to any farm-related government program;
- B. Land lying fallow for one year as a normal and regular requirement of good agricultural husbandry;
- C. Land planted in orchards or other perennials, other than land specified in D below, prior to maturity;
- D. Land not in an exclusive farm use zone which has not been eligible for assessment at special farm use value in the year prior to planting the current crop and has been planted in orchards, cultured Christmas trees or vineyards for at least three years;
- E. Wasteland, in an exclusive farm use zone, dry or covered with water, neither economically tillable nor grazeable, lying in or adjacent to and in common ownership with a farm use land and which not currently being used for any economic farm use;
- F. Except for land under a single family dwelling, land under buildings supporting accepted farm practices, including the processing facilities allowed under DCC 18.16.025(~~J~~) and the processing of farm crops into biofuel as commercial activities in conjunction with farm use under DCC 18.16.030(~~FE~~);
- G. Water impoundments lying in or adjacent to and in common ownership with farm use land;
- H. Any land constituting a woodlot, not to exceed 20 acres, contiguous to and owned by the owner of land specially valued for farm use even if the land constituting the woodlot is not utilized in conjunction with farm use;
- I. Land lying idle for no more than one year where the absence of farming activity is due to the illness of the farmer or member of the farmer’s immediate family. For the purposes of this section, illness includes injury or infirmity whether or not such illness results in death;
- J. Any land described under ORS 321.267(3) or 321.824(3);
- K. Land use for the primary purpose of obtaining a profit in money by breeding, raising, kenneling or training of greyhounds for racing; and
- L. Land used for the processing of farm crops into biofuel, as defined in ORS 315.141, if:
 1. Only the crops of the landowner are being processed;

- 2. The biofuel from all of the crops purchased for processing into biofuel is used on the farm of the landowners; or
- 3. The landowner is custom processing crops into biofuel from other landowners in the area for their use or sale.

“Facility for the processing of farm products” means a facility for:

- A. Processing farm crops, including the production of biofuel as defined in ORS 315.141, if at least one-quarter of the farm crops come from the farm operation containing the facility; or
- A.B. Slaughtering, processing or selling poultry or poultry products from the farm operation containing the facility and consistent with the licensing exemption for a person under ORS 603.038(2)

"Manufactured home" shall have the meaning as set forth in ORS 446.003446.003(24)(a).

“Processing area” means the floor area of a building dedicated to farm product processing. “Processing area” does not include the floor area designated for preparation, storage or other farm use.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979
 Amended by Ord. 82-013 §1 on 5/25/1982
 Amended by Ord. 83-037 §2 on 6/1/1983
 Amended by Ord. 83-033 §1 on 6/15/1983
 Amended by Ord. 84-023 §1 on 8/1/1984
 Amended by Ord. 85-002 §2 on 2/13/1985
 Amended by Ord. 86-032 §1 on 4/2/1986
 Amended by Ord. 86-018 §1 on 6/30/1986
 Amended by Ord. 86-054 §1 on 6/30/1986
 Amended by Ord. 86-056 §2 on 6/30/1986
 Amended by Ord. 87-015 §1 on 6/10/1987
 Amended by Ord. 88-009 §1 on 3/30/1988
 Amended by Ord. 88-030 §3 on 8/17/1988
 Amended by Ord. 88-030 §4 on 8/17/1988
 Amended by Ord. 89-004 §1 on 3/24/1989
 Amended by Ord. 89-009 §2 on 11/29/1989
 Amended by Ord. 90-014 §2 on 7/12/1990
 Amended by Ord. 91-002 §11 on 2/6/1991
 Amended by Ord. 91-005 §1 on 3/4/1991
 Amended by Ord. 92-025 §1 on 4/15/1991
 Amended by Ord. 91-020 §1 on 5/29/1991
 Amended by Ord. 91-038 §§3 and 4 on 9/30/1991
 Amended by Ord. 92-004 §§1 and 2 on 2/7/1992
 Amended by Ord. 92-034 §1 on 4/8/1992
 Amended by Ord. 92-065 §§1 and 2 on 11/25/1992
 Amended by Ord. 92-066 §1 on 11/25/1992
 Amended by Ord. 93-002 §§1, 2 and 3 on 2/3/1993
 Amended by Ord. 93-005 §§1 and 2 on 4/21/1993
 Amended by Ord. 93-038 §1 on 7/28/1993
 Amended by Ord. 93-043 §§1, 1A and 1B on 8/25/1993
 Amended by Ord. 94-001 §§1, 2, and 3 on 3/16/1994
 Amended by Ord. 94-008 §§1, 2, 3, 4, 5, 6, 7 and 8 on 6/8/1994

Amended by Ord. [94-041 §§2 and 3](#) on 9/14/1994
Amended by Ord. [94-038 §3](#) on 10/5/1994
Amended by Ord. [94-053 §1](#) on 12/7/1994
Amended by Ord. [95-007 §1](#) on 3/1/1995
Amended by Ord. [95-001 §1](#) on 3/29/1995
Amended by Ord. [95-075 §1](#) on 11/29/1995
Amended by Ord. [95-077 §2](#) on 12/20/1995
Amended by Ord. [96-003 §2](#) on 3/27/1996
Amended by Ord. [96-082 §1](#) on 11/13/1996
Amended by Ord. [97-017 §1](#) on 3/12/1997
Amended by Ord. [97-003 §1](#) on 6/4/1997
Amended by Ord. [97-078 §5](#) on 12/31/1997
Amended by Ord. [2001-037 §1](#) on 9/26/2001
Amended by Ord. [2001-044 §2](#) on 10/10/2001
Amended by Ord. [2001-033 §2](#) on 10/10/2001
Amended by Ord. [2001-048 §1](#) on 12/10/2001
Amended by Ord. [2003-028 §1](#) on 9/24/2003
Amended by Ord. [2004-001 §1](#) on 7/14/2004
Amended by Ord. [2004-024 §1](#) on 12/20/2004

Amended by Ord. [2005-041 §1](#) on 8/24/2005
Amended by Ord. [2006-008 §1](#) on 8/29/2006
Amended by Ord. [2007-019 §1](#) on 9/28/2007
Amended by Ord. [2007-020 §1](#) on 2/6/2008
Amended by Ord. [2007-005 §1](#) on 2/28/2008
Amended by Ord. [2008-015 §1](#) on 6/30/2008
Amended by Ord. [2008-007 §1](#) on 8/18/2008
Amended by Ord. [2010-018 §3](#) on 6/28/2010
Amended by Ord. [2010-022 §1](#) on 7/19/2010
Amended by Ord. [2011-009 §1](#) on 10/17/2011
Amended by Ord. [2012-004 §1](#) on 4/16/2012
Amended by Ord. [2012-007 §1](#) on 5/2/2012
Amended by Ord. [2013-008 §1](#) on 7/5/2013
Amended by Ord. [2014-009 §1](#) on 8/6/2014
Amended by Ord. [2015-004 §1](#) on 4/22/2015
Amended by Ord. [2016-015 §1](#) on 7/1/2016
Amended by Ord. [2016-026 §1](#) on 11/9/2016
Amended by Ord. [2016-006 §1](#) on 2/27/2017
Amended by Ord. [2017-015 §1](#) on 11/1/2017
Repealed by Ord. [2018-005 §8](#) on 10/10/2018
Amended by Ord. [2018-006 §4](#) on 11/20/2018
Amended by Ord. [2019-010 §1](#) on 5/8/2019
Amended by Ord. [2019-016 §1](#) on 2/24/2020
Amended by Ord. [2020-001 §1](#) on 4/21/2020
Amended by Ord. [2020-010 §1](#) on 7/3/2020
Amended by Ord. [2020-007 §7](#) on 10/27/2020

Amended by Ord. [2021-013 §3](#) on XX/XX/2021

CHAPTER 18.16 EXCLUSIVE FARM USE ZONES

18.16.023 Lawfully Established Dwelling Replacement

18.16.025 Uses Permitted Subject To The Special Provisions Under DCC Section 18.16.038 Or DCC Section 18.16.042 And A Review Under DCC Chapter 18.124 Where Applicable

18.16.050 Standards For Dwellings In The EFU Zones

18.16.023 Lawfully Established Dwelling Replacement

A lawfully established dwelling may be altered, restored or replaced under DCC 18.16.020(J) above if, when an application for a permit is submitted, the County finds to its satisfaction, based on substantial evidence that:

A. The dwelling to be altered, restored or replaced met the following when an application for a permit is submitted:

1. The dwelling has, or formerly had:

- a. Intact exterior walls and roof structure;
- b. Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;
- c. Interior wiring for interior lights;
- d. A heating system;

2. ~~In addition to the provisions of subsection (A)(1), the dwelling to be replaced meets one of the following conditions: The dwelling was assessed as a dwelling for purposes of ad valorem taxation for the previous five property tax years, or, if the dwelling has existed for less than five years, from that time; and~~

~~a. If the dwelling was removed, destroyed or demolished:~~

- ~~i. The dwelling’s tax lot does not have a lien for delinquent ad valorem taxes; and~~
- ~~ii. Any removal, destruction or demolition occurred on or after January 1, 1973;~~

~~b. If the dwelling is currently in such a state of disrepair that the dwelling is unsafe for occupancy or constitutes an attractive nuisance, the dwelling’s tax lot does not have a lien for delinquent ad valorem taxes; or~~

~~c. A dwelling not described in subparagraph (a) or (b) of this paragraph was assessed as a dwelling for purposes of ad valorem taxation:~~

- ~~i. For the previous five property tax years; or~~
- ~~ii. From the time when the dwelling was erected upon or affixed to the land and became subject to assessment as described in ORS 307.010 (Definitions of “land” and “real property” for state property tax laws).~~

~~3. Notwithstanding (2) above, if the value of the dwelling was eliminated as a result of either of the following circumstances, the dwelling was assessed as a dwelling unit until such time as the value of the dwelling was eliminated:~~

- ~~a. The destruction (i.e. by fire or natural hazard), or demolition in the case of restoration of the dwelling; or~~
- ~~b. The applicant establishes to the satisfaction of the County that the dwelling was~~

~~improperly removed from the tax roll by a person other than the
 “Improperly removed” means that the dwelling has taxable value in its present state,
 or had taxable value when the dwelling was first removed from the tax roll or was
 destroyed by fire or natural hazard, and the county stopped assessing the dwelling
 even though the current or former owner did not request removal of the dwelling
 from the tax roll.~~

B. For replacement of a lawfully established dwelling under DCC 18.16.020(J):

1. The dwelling to be replaced must be removed, demolished or converted to an allowable nonresidential use:
 - a. Within one year after the date the replacement dwelling is certified for occupancy pursuant to ORS 455.055 and DCC Chapter 15.04; or
 - b. If the dwelling to be replaced is, in the discretion of the County, in such a state of disrepair that the structure is unsafe for occupancy or constitutes an attractive nuisance, on or before a date set by the County that is not less than 90 days after the replacement permit is issued; and
 - c. If a dwelling is removed by moving it off the subject parcel to another location, the applicant must first obtain approval from the County for the new location.
2. The applicant must cause to be recorded in the deed records of the County a statement that the dwelling to be replaced has been removed, demolished or converted.
3. Deed Restrictions.
 - a. As a condition of approval, if the dwelling to be replaced is located on a portion of the lot or parcel that is not zoned for exclusive farm use, the applicant shall execute and cause to be recorded in the deed records of the County a deed restriction prohibiting the siting of another dwelling on that portion of the lot or parcel.
 - b. The restriction imposed is irrevocable unless the County Planning Director, or the Director’s designee, places a statement of release in the deed records of the County to the effect that the provisions of ~~2013-2019~~ Oregon Laws, chapter ~~462440~~, section ~~2-1~~ and ORS 215.283 regarding replacement dwellings have changed to allow the lawful siting of another dwelling.
4. The replacement dwelling:
 - ~~a. May be sited on any part of the same lot or parcel; and~~
 - ~~b.a.~~ b.a. Must comply with applicable siting standards such as minimum setbacks. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.
 - ~~e.b.~~ e.b. Must comply with applicable building codes, plumbing codes, sanitation codes and other requirements related to health and safety or to siting at the time of construction. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.

~~C. The siting standards of DCC 18.16.023(D) apply when a dwelling under DCC 18.16.020(J) qualifies for replacement because the dwelling:~~

- ~~1. Formerly had the features described in DCC 18.16.023(A)(1)(a) through (d)~~
- ~~2. Was removed from the tax roll as described in DCC 18.16.023(A)(3); or~~
- ~~3. Had a permit that expired as described under DCC 18.16.023(E)(2)~~

~~D.C.~~ The replacement dwelling ~~per DCC 18.16.023(C)~~ must be sited on the same lot or parcel:

1. Using all or part of the footprint of the replaced dwelling or near a road, ditch, river, property line, forest boundary or another natural boundary of the lot or parcel; and
2. If possible, for the purpose of minimizing the adverse impacts on resource use of land in the area, within a concentration or cluster of structures or within 500 yards of another structure.
- ~~3. Replacement dwellings that currently have the features described in DCC 18.16.023(A)(1)(a) through (d) and that have been on the tax roll as described in 18.16.023(A)(2) may be sited on any part of the same lot or parcel.~~

~~E.D.~~ A replacement dwelling permit that is issued under DCC 18.16.020(J):

1. Is a land use decision as defined in ORS 197.015 where the dwelling to be replaced:
 - a. Formerly had the features described in DCC 18.16.023(A)(1)(a) through (d); or
 - b. Is eligible for replacement under DCC 18.16.023(A)(2)(b) ~~Was removed from the tax roll as described in DCC 18.16.023(A)(3).~~
2. Is not subject to the time to act limits of ORS 215.417; ~~and~~
- ~~3. If expired before January 1, 2014, shall be deemed to be valid and effective, if, before January 1, 2015, the holder of the permit:

 - a. ~~Removes, demolishes or converts to an allowable nonresidential use the dwelling to be replaced; and~~
 - b. ~~Causes to be recorded in the deed records of the County a statement that the dwelling to be replaced has been removed, demolished or converted.~~~~

~~F.E.~~ A temporary residence approved under DCC 18.116.080 or 18.116.090 is not eligible for replacement under this section.

HISTORY

Adopted by Ord. [2014-010 §1](#) on 4/28/2014

~~Amended by Ord. [2021-013 §4](#) on XX/XX/2021~~

18.16.025 Uses Permitted Subject To The Special Provisions Under DCC Section 18.16.038 Or DCC Section 18.16.042 And A Review Under DCC Chapter 18.124 Where Applicable

- A. Dwellings customarily provided in conjunction with farm use (farm-related dwellings), subject to DCC 18.16.050.
- B. A relative farm assistance dwelling, subject to DCC 18.16.050.
- C. Religious institutions or assemblies and cemeteries in conjunction with religious institutions or assemblies consistent with ORS 215.441 and OAR 660-033-0130(2) on non-high value farmland.

- D. Expansion of an existing church or cemetery in conjunction with a church on the same site as the existing use, subject to Oregon Administrative Rules 660-033-0130.
- E. Utility facilities necessary for public service, including wetland waste treatment systems, but not including commercial facilities for the purpose of generating electrical power for public use by sale and transmission towers over 200 feet in height. A utility facility necessary for public service may be established as provided in:
 - 1. DCC 18.16.038(A); or
 - 2. DCC 18.16.038(E) if the utility facility is an associated transmission line, as defined in ORS 469.300.
- F. Winery, as described in ORS 215.452.
- G. Farm stands, subject to DCC 18.16.038.
- H. A site for the takeoff and landing of model aircraft, including such buildings or facilities as may be reasonably necessary.
- I. A facility for the processing of farm crops, ~~subject to the following standards: or for the production of biofuel as defined in ORS 315.141, if the facility is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility, or an establishment for the slaughter, processing or selling of poultry or poultry products pursuant to ORS 603.038.~~
 - 1. The facility:
 - a. Uses less than 10,000 square feet for its processing area and complies with all applicable siting standards. Siting standards shall not be applied in a manner that prohibits the siting of a facility for the processing of farm products; or
 - b. Exception: A facility which uses less than 2,500 square feet for its processing area is exempt from any applicable siting standards. However, applicable standards and criteria pertaining to floodplains, geologic hazards, beach and dune hazards, airport safety, tsunami hazards and fire siting standards shall apply.
 - 2. The County shall not approve any division of a lot or parcel that separates a facility for the processing of farm products from the farm operation on which it is located.
 - ~~1. ___ If a building is established or used for the processing facility or establishment, the farm operator may not devote more than 10,000 square feet of floor area to the processing facility or establishment, exclusive of the floor area designated for preparation, storage or other farm use.~~
 - ~~2. A processing facility or establishment must comply with all applicable siting standards but the standards shall not be applied in a manner that prohibits the siting of the processing facility.~~
 - ~~3. The County shall not approve any division of a lot or parcel that separates a processing facility or establishment from the farm operation on which it is located.~~
- J. Agri-tourism and other commercial events and activities subject to DCC 18.16.042.
- K. Dog training classes or testing trials conducted outdoors or in farm buildings that existed on January 1, ~~2013~~2019, when:
 - 1. The number of dogs participating in training does not exceed 10 per training class and the number of training classes to be held on-site does not exceed six per day; and
 - 2. The number of dogs participating in a testing trial does not exceed 60 and the number of

HISTORY

Adopted by Ord. [2004-001 §2](#) on 7/14/2004

Amended by Ord. [2008-001 §2](#) on 5/6/2008

Amended by Ord. [2009-014 §1](#) on 6/22/2009

Amended by Ord. [2010-022 §2](#) on 7/19/2010

Amended by Ord. [2012-004 §2](#) on 4/16/2012

Amended by Ord. [2012-007 §2](#) on 5/2/2012

Amended by Ord. [2014-010 §1](#) on 4/28/2014

Amended by Ord. [2016-015 §2](#) on 7/1/2016

Amended by Ord. [2020-001 §3](#) on 4/21/2020

Amended by Ord. [2021-004 §1](#) on 5/27/2021

[Amended by Ord. 2021-013 §4 on XX/XX/2021](#)

18.16.030 Conditional Uses Permitted; High Value And Non-High Value Farmland

The following uses may be allowed in the Exclusive Farm Use zones on either high value farmland or non-high value farmland subject to applicable provisions of the Comprehensive Plan, DCC 18.16.040 and 18.16.050, and other applicable sections of DCC Title 18.

- A. Nonfarm dwelling.
- B. Lot of record dwelling.
- C. Residential home or facility, as defined in DCC 18.04.030, in existing dwellings.
- D. A hardship dwelling, ~~which can include one manufactured dwelling or recreational vehicle, in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative of the resident, as described in DCC 18.16.050(H).~~
- E. Commercial activities that are in conjunction with farm use, but not including the processing of farm crops as described in DCC 18.16.025.
- F. Operations conducted for: Mining and processing of geothermal resources as defined by ORS 522.005, and Mining and processing of natural gas or oil as defined by ORS 520.005, not otherwise permitted under DCC 18.16.020.
- G. Expansion of an existing private park, playground, hunting and fishing preserve and campground on the same tract as the existing use.
- H. Public park and playground consistent with the provisions of ORS 195.120, and including only the uses specified under OAR 660-034-0035 or 660-034-0040, whichever is applicable.
- I. Community centers owned by a governmental agency or a nonprofit organization and operated primarily by and for residents of the local rural community.
 - 1. A community center authorized under this section may provide services to veterans, including but not limited to emergency and transitional shelter, preparation and service of meals, vocational and educational counseling and referral to local, state or federal agencies providing medical, mental health, disability income replacement and substance abuse services, only in a facility that is in existence on January 1, 2006.
 - 2. The services may not include direct delivery of medical, mental health, disability income replacement or substance abuse services.
- J. Transmission towers over 200 feet in height.

- K. Commercial utility facility, including a hydroelectric facility (in accordance with DCC 18.16.030 and 18.128.260, and OAR 660-033-0130), for the purpose of generating power for public use by sale, not including wind power generation facilities.
- L. Personal use airport for airplanes and helicopter pads, including associated hangar, maintenance and service facilities. A personal use airport as used in DCC 18.16.030 means an airstrip restricted, except for aircraft emergencies, to use by the owner, and, on an infrequent and occasional basis, by invited guests, and by commercial aviation activities in connection with agricultural operations.
- M. Home Occupation, subject to DCC 18.116.280.
1. The home occupation shall:
 - a. be operated substantially in the dwelling or other buildings normally associated with uses permitted in the EFU zone;
 - b. be operated by a resident or employee of a resident of the property on which the business is located; and
 - c. employ on the site no more than five full-time or part-time persons.
 2. The home occupation shall not unreasonably interfere with other uses permitted in the EFU zone.
- N. A facility for the primary processing of forest products, provided that such facility is found to not seriously interfere with accepted farming practices and is compatible with farm uses described in ORS 213.203(2).
1. The primary processing of a forest product, as used in DCC 18.16.030, means the use of a portable chipper or stud mill or other similar methods of initial treatment of a forest product in order to enable its shipment to market.
 2. Forest products, as used in DCC 18.16.030, means timber grown upon a parcel of land or contiguous land where the primary processing facility is located.
- O. Construction of additional passing and travel lanes requiring the acquisition of right of way, but not resulting in the creation of new land parcels.
- P. Reconstruction or modification of public roads and highways involving the removal or displacement of buildings, but not resulting in the creation of new land parcels.
- Q. Improvement of public road and highway-related facilities such as maintenance yards, weigh stations and rest areas, where additional property or right of way is required, but not resulting in the creation of new land parcels.
- R. The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission or insect species.
1. Insect species shall not include any species under quarantine by the State Department of Agriculture or the United States Department of Agriculture.
 2. The county shall provide notice of all applications under this section to the State Department of Agriculture.
 3. Notice shall be provided in accordance with DCC Title 22, but shall be mailed at least 20 calendar days prior to any administrative decision or initial public hearing on the application.
- S. Room and board arrangements for a maximum of five unrelated persons in an existing residence. If approved, this use is subject to the recording of the statement listed in DCC 18.16.020(J)(1).

- T. Excavation, grading and fill and removal within the bed and banks of a stream wetland.
- U. Roads, highways and other transportation facilities, and improvements not otherwise allowed under DCC 18.16, if an exception to Goal 3, Agricultural Lands, and to any other applicable goal is first granted under state law. Transportation uses and improvements may be authorized under conditions and standards as set forth in OAR 660-012-0035 and 660-012-0065.
- V. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.
- W. A living history museum.
- X. Operations for the extraction and bottling of water.
- Y. Transportation improvements on rural lands allowed by OAR 660-012-0065.
- Z. Expansion of existing county fairgrounds and activities relating to county fairgrounds governed by county fair boards established pursuant to ORS 565.210.
- AA. Extended outdoor mass gatherings, subject to DCC 8.16.
- AB. A landscape contracting business, as defined in ORS 671.520, or a business providing landscape architecture services, as described in ORS 671.318, if the business is pursued in conjunction with the growing and marketing of nursery stock on the land that constitutes farm use.
- AC. Wind power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale, subject to OAR 660-033-0130.
- AD. Photovoltaic solar power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale, subject to OAR 660-033-0130. On high-value farmland only, photovoltaic solar power generation facilities are subject to the provisions in ORS 215.447.
- AE. Commercial dog boarding kennel, or dog training classes or testing trials that exceed the standards under DCC 18.16.025(K), subject to DCC 18.16.040(A)(1 and 2).
- AF. Equine and equine-affiliated therapeutic and counseling activities, provided:
 1. The activities are conducted in existing buildings that were lawfully constructed on the property before the effective date of January 1, 2019 or in new buildings that are accessory, incidental and subordinate to the farm use on the tract; and
 2. All individuals conducting therapeutic or counseling activities are acting within the proper scope of any licenses required by the state.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979
 Amended by Ord. [83-028 §1](#) on 6/1/1983
 Amended by Ord. [86-018 §3](#) on 6/30/1986
 Amended by Ord. [87-013 §1](#) on 6/10/1987
 Amended by Ord. [90-018 §1](#) on 5/16/1990
 Amended by Ord. [90-014 §§23 and 31](#) on 7/12/1990
 Amended by Ord. [91-005 §5](#) on 3/4/1991
 Amended by Ord. [91-014 §1](#) on 3/13/1991
 Amended by Ord. [91-020 §1](#) on 5/29/1991
 Amended by Ord. [91-038 §2](#) on 9/30/1991
 Amended by Ord. [92-065 §3](#) on 11/25/1992
 Amended by Ord. [94-008 §9](#) on 6/8/1994
 Amended by Ord. [95-007 §11](#) on 3/1/1995
 Amended by Ord. [95-025 §1](#) on 3/3/1995

Amended by Ord. 98-030 §1 on 5/13/1998
 Amended by Ord. [2001-016 §2](#) on 3/28/2001
 Amended by Ord. [2001-039 §1](#) on 12/12/2001
 Amended by Ord. [2004-001 §2](#) on 7/14/2004
 Amended by Ord. [2008-001 §2](#) on 5/6/2008
 Amended by Ord. [2009-014 §1](#) on 6/22/2009
 Amended by Ord. [2012-007 §2](#) on 5/2/2012
 Amended by Ord. [2014-010 §1](#) on 4/28/2014
 Amended by Ord. [2018-006 §5](#) on 11/20/2018
 Amended by Ord. [2021-013 §4 on XX/XX/2021](#)

18.16.050 Standards For Dwellings In The EFU Zones

Dwellings listed in DCC 18.16.025 and 18.16.030 may be allowed under the conditions set forth below for each kind of dwelling, and all dwellings are subject to the landowner for the property upon which the dwelling is placed, signing and recording in the deed records for the County, a document binding the landowner, and the landowner’s successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

A. Farm-related dwellings on non-high value farmland. A dwelling customarily provided in conjunction with farm use, as listed in DCC 18.16.~~025~~ ~~030~~(A), may be approved if it satisfies any of the alternative tests set forth below:

1. Acreage test.

a. On land not identified as high-value farmland, a dwelling, including a manufactured home in accordance with DCC 18.116.070, may be considered customarily provided in conjunction with farm use if:

- (1) The parcel on which the dwelling will be located is at least:
 - (A) One hundred sixty acres and not in the Horse Ridge East subzone;
or
 - (B) Three hundred twenty acres in the Horse Ridge East subzone;
- (2) The subject tract is currently employed for farm use, as defined in DCC 18.04.030, and which is evidenced by a farm management plan;
- (3) The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land, such as planting, harvesting, marketing or caring for livestock, at a commercial scale;
- (4) There is no other dwelling on the subject tract, except as allowed under DCC 18.16.020(K) and except for seasonal farmworker housing approved prior to 2001.;

2. Median acreage/gross sales test.

- (1) On land not identified as high-value farmland, a dwelling, including a manufactured home in accordance with DCC 18.116.070, may be considered customarily provided in conjunction with farm use if:
 - (A) The subject tract is at least as large as the median size of those commercial farm or ranch tracts capable of generating at least \$10,000 in annual gross sales that are located within a study area that includes all tracts wholly or partially within one mile of the perimeter of the subject tract;

- (B) The subject tract is capable of producing at least the median gross sales of County indicator crops as the same commercial farm or ranch tracts used to calculate the tract size in DCC 18.16.050(A)(2)(a) (1);
- (C) The subject tract is currently employed for farm use, as defined in DCC 18.04.030, and which is evidenced by a farm management plan, at a level capable of producing the annual gross sales required in DCC 18.16.050(A)(2)(a)(2). If no farm use has been established at the time of application, land use approval shall be subject to a condition that no building permit may be issued prior to establishment of the farm use capable of meeting the median income test.
- (D) The subject lot or parcel on which the dwelling is proposed is at least 20 acres in size;
- (E) There is no other dwelling on the subject tract(1), except as allowed under DCC 18.16.020(K) and except for seasonal farmworker housing approved prior to 2001; and
- (F) The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land, such as planting, harvesting, marketing or caring for livestock, at a commercial scale.

(2)For the purpose of calculating appropriate tract sizes and gross incomes to satisfy DCC 18.16.050(A)(2)(a)(1) and (2), the County will utilize the methodology contained in Oregon Administrative Rules 660 33 135(3) using data on gross sales per acre tabulated by LCDC pursuant to Oregon Administrative Rules 660 33 135(4).

3. Gross annual income test.

- (1)On land not identified as high-value farmland, a dwelling, including a manufactured home in accordance with DCC 18.116.070, may be considered customarily provided in conjunction with farm use if:
 - (A) The subject tract is currently employed for a farm use, and that the farm operator earned \$40,000 in gross annual revenue in the last two years, three of the last five years, or based on the average farm revenue earned on the tract in the highest three of the last five years.
 - (B) There is no other dwelling on the subject tract, except as allowed under 18.16.020(K) and except for seasonal farmworker housing approved prior to 2001;
 - (C) The dwelling will be occupied by a person or persons who produced the commodities which grossed the income in DCC 18.16.050(A)(3)(a)(1); and
- (2)In determining gross revenue, the cost of purchased livestock shall be deducted from the total gross revenue attributed to the tract.
- (3) Noncontiguous lots or parcels zoned for farm use in the same county or contiguous counties may be used to meet the gross revenue requirements.
- (4)Only gross revenue from land owned, not leased or rented, shall be counted; and gross farm revenue earned from a lot or parcel which has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used.

(5) Prior to a dwelling being approved under this section that requires contiguous or noncontiguous lots or parcels of a farm or ranch operation to comply with the gross farm revenue requirements, the applicant shall provide evidence that the covenants, conditions and restrictions form attached to Chapter 18.16, has been recorded with the county clerk or counties where the property subject to the covenants, conditions and restrictions is located.

- (A) The covenants, conditions and restrictions shall be recorded for each lot or parcel subject to the application for primary farm dwelling and shall preclude:
- (A) All future rights to construct a dwelling except for accessory farm dwellings, relative farm assistance dwellings, temporary hardship dwellings or replacement dwellings allowed under ORS Chapter 215; and
 - (B) The use of any gross farm revenue earned on the lots or parcels to qualify another lot or parcel for a primary farm dwelling;
 - (C) The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located;
 - (D) The failure to follow the requirements of this section shall not affect the validity of the transfer of property or the legal remedies available to the buyers of property which is subject to the covenants, conditions and restrictions required by this section.

B. Farm related dwellings on high value farmland. On land identified as high-value farmland, a dwelling, including a manufactured home in accordance with DCC 18.116.070, may be considered customarily provided in conjunction with farm use if:

1. The subject lot or parcel is currently employed for the farm use as defined in DCC 18.04.030, and that the farm operator earned at least \$80,000 in gross annual revenue from the sale of farm products in the last two years, three of the last five years, or based on the average farm revenue earned by the farm operator in the best three of the last five years. In determining gross revenue, the cost of purchased livestock shall be deducted from the total gross revenue attributed to the tract;
2. There is no other dwelling on the subject tract, except as allowed under 18.16.020(K) and except for seasonal farmworker housing approved prior to 2001;
3. The dwelling will be occupied by a person or persons who produced the commodities which grossed the revenue under DCC 18.16.050(B)(1);
4. Noncontiguous lots or parcels zoned for farm use in the same county or contiguous counties may be used to meet the gross revenue requirements.
5. When a farm or ranch operation has lots or parcels in both “western” and “eastern” Oregon as defined in OAR 660-033-0020, lots or parcels in eastern or western Oregon may not be used to qualify a dwelling in the other part of the state.
6. Only gross revenue from land owned, not leased or rented, shall be counted; and gross farm revenue earned from a lot or parcel which has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used.

7. Prior to a dwelling being approved under this section that requires one or more or noncontiguous lots or parcels of a farm or ranch operation to comply with the gross farm revenue requirements, the applicant shall provide evidence that the covenants, conditions and restrictions form attached to Chapter 18.16 has been recorded with the county clerk. The covenants, conditions and restrictions shall be recorded for each lot or parcel subject to the application for primary farm dwelling and shall preclude:

- (1) All future rights to construct a dwelling except for accessory farm dwellings, relative farm assistance dwellings, temporary hardship dwellings or replacement dwellings allowed by ORS Chapter 215; and
- (2) The use of any gross farm revenue earned on the lots or parcels to qualify another lot or parcel for a primary farm dwelling.

C. Accessory dwelling. A dwelling, including a manufactured home in accordance with DCC 18.116.070, is considered to be an accessory farm dwelling customarily provided in conjunction with farm use when:

1. The accessory dwelling meets the following criteria:

- (1) The accessory farm dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land and whose seasonal or year-round assistance in the management of the farm use, such as planting, harvesting, marketing or caring for livestock, is or will be required by the farm operator; and
- (2) The accessory farm dwelling will be located:
 - (A) On the same lot or parcel as the primary farm dwelling; or
 - (B) On the same tract as the primary farm dwelling when the lot or parcel on which the accessory farm dwelling will be sited is consolidated into a single parcel with all other contiguous lots and parcels in the tract; or
 - (C) On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is limited to only a manufactured home and a deed restriction substantially in compliance with the form set forth in [Exhibit A](#) to DCC 18.16 is filed with the County Clerk. The deed restriction shall require the manufactured dwelling to be removed when the lot or parcel is conveyed to another party. The manufactured home may remain if it is reappraised under DCC 18.16.050; or
 - (D) On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is located on a lot or parcel at least the size of the applicable minimum lot size under DCC 18.16.065 and the lot or parcel complies with the gross farm income requirements in DCC 18.16.050(A)(3) or (B)(1), whichever is applicable; and
- (3) There is no other dwelling on land zoned EFU owned by the farm operator that is vacant or currently occupied by persons not working on the subject farm or ranch and that could reasonably be used as an accessory farm dwelling; and

2. The primary farm dwelling to which the proposed dwelling would be accessory meets one of the following:

- (1) On land not identified as high-value farmland, the primary farm dwelling is located on a farm or ranch operation that is currently employed in farm use and produced

\$40,000 in gross annual sales in the last two years, three of the last five years, based on the average farm revenue earned on the tract in the highest three of the last five years. In determining gross revenue, the cost of purchased livestock shall be deducted from the total gross revenue attributed to the tract; or

- (2) On land identified as high-value farmland, the primary farm dwelling is located on a farm or ranch operation that is currently employed for farm use, and produced at least \$80,000 in gross annual revenue from the sale of farm products in the last two years, three of the last five years, or based on the average farm revenue earned on the tract in the highest three of the last five years. Gross revenue shall be calculated by deducting the cost of purchased livestock from the total gross revenue attributed to the tract; and
3. A lot or parcel approved for an accessory farm dwelling under DCC 18.16.050 shall not be approved for a division of land except as provided for in DCC 18.16.055(B).
4. An accessory farm dwelling approved pursuant to this section cannot later be used to satisfy the requirements for a nonfarm dwelling pursuant to DCC 18.16.050(G).

D. Relative farm help dwelling.

1. A dwelling listed in DCC 18.16.025(B) is allowed when:
 - (1) The subject tract is a commercial farming operation.
 - (2) The dwelling is a manufactured home and is sited in accordance with DCC 18.116.070, or is a site-built home;
 - (3) The dwelling is located on the same lot or parcel as the dwelling of the farm operator, and is occupied by a relative of the farm operator or farm operator's spouse, including a grandparent, step-grandparent, grandchild, parent, step-parent, child, sibling, step-sibling, niece, nephew, or first cousin of either, if the farm operator does, or will, require the assistance of the relative in the management of the farm use.
 - (A) Notwithstanding ORS 92.010 to 92.190 or the minimum lot or parcel size requirements under ORS 215.780, if the owner of a dwelling described in this subsection obtains construction financing or other financing secured by the dwelling and the secured party forecloses on the dwelling, the secured party may also foreclose on the homesite, as defined in ORS 308A.250, and the foreclosure shall operate as a partition of the homesite to create a new parcel.
 - (B) Prior conditions of approval for the subject land and dwelling remain in effect.
 - (C) For purposes of this subsection, "Foreclosure" means only those foreclosures that are exempt from partition under ORS 92.010(9)(a).
 - (4) The farm operator plays the predominant role in the management and farm use of the farm and will continue to do so after the relative farm help dwelling is approved.
 - (5) Any approval granted under DCC 18.16.050 shall be conditioned with a requirement that the farm operator annually submit a report to the Planning Division identifying the resident(s) of the dwelling, their relationship to the farm operator, the assistance the resident provides to the farm operator, and verifying the farm operator's continued residence on the property and the predominant role the farm operator

2. A manufactured home permitted under DCC 18.16.050 shall be considered to be a temporary installation, and permits for such home shall be renewable and renewed on an annual basis. The manufactured home shall be removed from the property if it no longer meets the criteria of DCC 18.16.050 and the approval shall be so conditioned.
3. A dwelling approved under DCC 18.16.050 shall be removed or converted to an allowable use within one year of the date the relative farm help dwelling no longer meets the criteria of DCC 18.16.050 and the approval shall be so conditioned.
4. Upon approval of a dwelling under DCC 18.16.050, a Conditions of Approval Agreement shall be recorded with the Deschutes County Clerk prior to issuance of any building or placement permit for the new dwelling on the property.
5. For the purposes of DCC 18.16.050(D), a farm operator is a person who operates a farm, doing the work and making the day-to-day decisions about such things as planting, harvesting, feeding and marketing.

E. Lot of record dwelling on non-high value farmland.

1. A lot of record dwelling may be approved on a pre-existing lot or parcel on non-high value farmland when all of the following requirements are met:
 - (1)The lot or parcel on which the dwelling will be sited was lawfully created and was acquired and owned continuously by the present owner:
 - (A) Prior to January 1, 1985; or
 - (B) By devise or by intestate succession from a person who acquired and owned continuously the lot or parcel prior to January 1, 1985.
 - (2)The tract on which the dwelling will be sited does not include a dwelling.
 - (3) For lots or parcels located within a wildlife area (WA) combining zone, siting of the proposed dwelling would be consistent with the limitations on density as applied under the applicable density restrictions of DCC 18.88.
 - (4)If the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel when the dwelling is allowed.
 - (5)The County Assessor shall be notified of any approval of a dwelling under DCC 18.16.050.
 - (6) If the lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, no dwelling exists on another lot or parcel that was part of the tract;
2. For purposes of DCC 18.16.050(E), "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent or grandchild of the owner or a business entity owned by any one or a combination of these family members.
3. For purposes of DCC 18.16.050(E), the date of creation and existence means that, when a lot, parcel or tract is reconfigured pursuant to applicable law after November 4, 1993, the

effect of which is to qualify a lot, parcel or tract for the siting of a lot of record dwelling, the date of the reconfiguration is the date of creation and existence. Reconfigured means any change in the boundary of the lot, parcel or tract.

F. Lot of record dwelling on high-value farmland.

1. A lot of record dwelling on a pre-existing lot or parcel will be approved on high value farmland when all of the following requirements are met:
 - (1) The requirements set forth in DCC 18.16.050(E)(1)(a) through (f), as determined by the County; and
 - (2) The requirements of Oregon Administrative Rules 660-33-130(3)(c)(C), as determined by the County hearings officer.
2. Applicants under DCC 18.16.050(F) shall make their application to the County. The County shall notify the State Department of Agriculture at least 20 calendar days prior to the public hearing under DCC 18.16.050(F)(1)(b).
3. Applicants under DCC 18.16.050(F) shall be subject to such other procedural requirements as are imposed by the Oregon Department of Agriculture.
4. For purposes of DCC 18.16.050(F), the date of creation and existence means that, when a lot, parcel or tract is reconfigured pursuant to applicable law after November 4, 1993, the effect of which is to qualify a lot, parcel or tract for the siting of a lot of record dwelling, the date of the reconfiguration is the date of creation and existence. Reconfigured means any change in the boundary of the lot, parcel or tract.

G. Nonfarm dwelling.

1. One single-family dwelling, including a manufactured home in accordance with DCC 18.116.070, not provided in conjunction with farm use, may be permitted on an existing lot or parcel subject to the following criteria:
 - a. The Planning Director or Hearings Body shall make findings that:
 - (1) The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming practices, as defined in ORS 215.203(2)(c), or accepted forest practices on nearby lands devoted to farm or forest use.
 - (2) The proposed nonfarm dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, the County shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated, by applying the standards under OAR 660-033-0130(4)(a)(D), and whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area.
 - (3) The proposed nonfarm dwelling is situated on an existing lot or parcel, or a portion of a lot or parcel that is generally unsuitable for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract.
 - (4) The proposed nonfarm dwelling is not within one-quarter mile of a dairy farm,

feed lot or sales yard, unless adequate provisions are made by the Planning Director or Hearings Body for a buffer between such uses. The establishment of a buffer shall be designed based upon consideration of such factors as prevailing winds, drainage, expansion potential of affected agricultural uses, open space and any other factor that may affect the livability of the nonfarm-dwelling or the agriculture of the area.

- (5) Road access, fire and police services and utility systems (i.e., electrical and telephone) are adequate for the use.
- (6) The nonfarm dwelling shall be located on a lot or parcel created prior to January 1, 1993, or was created or is being created as a nonfarm parcel under the land division standards in DCC 18.16.055(B) or (C).

2. For the purposes of DCC 18.16.050(G) only, "unsuitability" shall be determined with reference to the following:

- (1) A lot or parcel or a portion of a lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land. If the parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the Forest Practices Rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel.
- (2) A lot or parcel or portion of a lot or parcel is not "generally unsuitable" simply because it is too small to be farmed profitably by itself. If a lot or parcel or portion of a lot or parcel can be sold, leased, rented or otherwise managed as part of a commercial farm or ranch, it is not "generally unsuitable." A lot or parcel or portion of a lot or parcel is presumed to be suitable if it is composed predominantly of Class I-VI soils. Just because a lot or parcel or portion of a lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use. If the parcel is under forest assessment, the area is not "generally unsuitable" simply because it is too small to be managed for forest production profitably by itself.
- (3) If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not "generally unsuitable." If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soil capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.

3. Loss of tax deferral. Pursuant to ORS 215.236, a nonfarm dwelling on a lot or parcel in an Exclusive Farm Use zone that is or has been receiving special assessment may be approved only on the condition that before a building permit is issued the applicant must produce evidence from the County Assessor's office that the parcel upon which the dwelling is proposed has been disqualified under ORS 308A.050 to 308A.128 or other special assessment under ORS 308A.315, 321.257 to 321.390, 321.700 to 321.754 or 321.805 to 321.855 and that any additional tax or penalty imposed by the County Assessor as a result of disqualification has been paid.

H. Temporary hardship dwelling.

1. A temporary hardship dwelling listed in DCC 18.16.030 is allowed under the following conditions:

- (1) The dwelling is an existing building, or is a manufactured home or recreational vehicle that is used in conjunction with an existing dwelling on the lot or parcel. For the purposes of this section, "existing" means the building was in existence on or before March 29, 2017;
- (2) The manufactured home or recreational vehicle would be temporarily sited on the lot or parcel only for the term of a hardship suffered by the existing resident or relative of the resident. The manufactured dwelling shall be removed or demolished within three months of the date the hardship no longer exists. The recreational vehicle shall not be occupied once the term of the medical hardship is completed, except as allowed under DCC 18.116.095. A temporary residence approved under this section is not eligible for replacement under DCC 18.16.020(J);
- (3) The existence of a medical hardship is verified by a written doctor's statement, which shall accompany the permit application; and
- (4) The temporary manufactured home uses the same subsurface sewage disposal system used by the existing dwelling, provided that the existing disposal system is adequate to accommodate the additional dwelling. If the manufactured home will use a public sanitary sewer system, such condition will not be required.
- (5) If a recreational vehicle is used as a medical hardship dwelling, it shall be required to have a bathroom, and shall meet the minimum setbacks established under DCC 18.16.070.

2. Permits granted under DCC 18.16.050(H) shall be subject to the provisions of DCC 18.116.090 and shall be required to meet any applicable DEQ review and removal requirements as a condition of approval.

3. As used in DCC 18.16.050(H), the term "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.

4. As used in DCC 18.16.050(H), the term "relative" means grandparent, step-grandparent, grandchild, parent, step-parent, child, step-child, brother, sister, sibling, step-sibling, niece, nephew, uncle, aunt, or first cousin of the existing resident.

5. The proposed hardship dwelling or recreational vehicle shall meet the criteria under DCC 18.16.040(A)(1-2) and DCC 18.16.020(J)(1).

HISTORY

- Adopted by Ord. [PL-15](#) on 11/1/1979*
- Repealed & Reenacted by Ord. [91-020 §1](#) on 5/29/1991*
- Amended by Ord. [91-038 §§1 and 2](#) on 9/30/1991*
- Amended by Ord. [92-065 §3](#) on 11/25/1992*
- Amended by Ord. [94-026 §1](#) on 5/11/1994*
- Amended by Ord. [95-007 §15](#) on 3/1/1995*
- Amended by Ord. [98-030 §1](#) on 5/13/1998*
- Amended by Ord. [98-033 §1](#) on 12/2/1998*
- Amended by Ord. [2004-001 §2](#) on 7/14/2004*
- Amended by Ord. [2004-013 §2](#) on 9/21/2004*
- Amended by Ord. [2004-020 §1](#) on 10/13/2004*
- Amended by Ord. [2008-001 §2](#) on 5/6/2008*
- Amended by Ord. [2009-014 §1](#) on 6/22/2009*
- Amended by Ord. [2012-007 §2](#) on 5/2/2012*
- Amended by Ord. [2014-010 §1](#) on 4/28/2014*

CHAPTER 18.32 MULTIPLE USE AGRICULTURAL ZONE; MUA
18.32.030 Conditional Uses Permitted

18.32.030 Conditional Uses Permitted

The following uses may be allowed subject to DCC 18.128:

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

- Q. Landfills when a written tentative approval by the Department of Environmental Quality (DEQ) of the site is submitted with the conditional use application.
- R. Time share unit or the creation thereof.
- S. Hydroelectric facility, subject to DCC 18.116.130 and 18.128.260.
- T. Storage, crushing and processing of minerals, including the processing of aggregate into asphaltic concrete or Portland cement concrete, when such uses are in conjunction with the maintenance or construction of public roads or highways.
- U. Bed and breakfast inn.
- V. Excavation, grading and fill and removal within the bed and banks of a stream or river or in a wetland subject to DCC 18.120.050 and 18.128.270.
- W. Religious institutions or assemblies, subject to DCC 18.124 and 18.128.080.
- X. Private or public schools, including all buildings essential to the operation of such a school.
- Y. Utility facility necessary to serve the area subject to the provisions of DCC 18.124.
- Z. Cemetery, mausoleum or crematorium.
- AA. Commercial horse stables.
- AB. Horse events, including associated structures, not allowed as a permitted use in this zone.
- AC. Manufactured home park or recreational vehicle park on a parcel in use as a manufactured home park or recreational vehicle park prior to the adoption of PL 15 in 1979 and being operated as of June 12, 1996, as a manufactured home park or recreational vehicle park, including any expansion of such uses on the same parcel, as configured on June 12, 1996.
- AD. A new manufactured home/recreational vehicle park, subject to Oregon Administrative Rules 660-004-0040(8)(g)~~660-004-0040(7)(g)~~ that:
 - 1. Is on property adjacent to an existing manufactured home/recreational vehicle park;
 - 2. Is adjacent to the City of Bend Urban Growth Boundary; and
 - 3. Has no more than 10 dwelling units.
- AE. The full or partial conversion from a manufactured home park or recreational vehicle park described in DCC 18.32.030 (CC) to a manufactured home park or recreational vehicle park on the same parcel, as configured on June 12 1996.
- AF. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
- AG. Guest lodge.
- AH. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979
Amended by Ord. 80-206 §3 on 10/13/1980

Amended by Ord. [83-033 §2](#) on 6/15/1983
Amended by Ord. [86-018 §7](#) on 6/30/1986
Amended by Ord. [90-014 §§27 and 35](#) on 7/12/1990
Amended by Ord. [91-002 §7](#) on 2/6/1991
Amended by Ord. [91-005 §§19 and 20](#) on 3/4/1991
Amended by Ord. [91-020 §1](#) on 5/29/1991
Amended by Ord. [91-038 §1](#) on 9/30/1991
Amended by Ord. [92-055 §2](#) on 8/17/1992
Amended by Ord. [93-043 §§4A and B](#) on 8/25/1993
Amended by Ord. [94-008 §11](#) on 6/8/1994
Amended by Ord. [94-053 §2](#) on 12/7/1994
Amended by Ord. [96-038 §1](#) on 6/12/1996
Amended by Ord. [97-017 §2](#) on 3/12/1997
Amended by Ord. [97-029 §2](#) on 5/14/1997
Amended by Ord. [97-063 §3](#) on 11/12/1997
Amended by Ord. [2001-016 §2](#) on 3/28/2001
Amended by Ord. [2001-039 §2](#) on 12/12/2001
Amended by Ord. [2004-002 §4](#) on 4/28/2004
Amended by Ord. [2009-018 §1](#) on 11/5/2009
Amended by Ord. [2015-002 §1](#) on 7/8/2015
Amended by Ord. [2015-002 §1](#) on 7/8/2015
Amended by Ord. [2016-015 §3](#) on 7/1/2016
Amended by Ord. [2020-001 §4](#) on 4/21/2020
Amended by Ord. [2021-004 §2](#) on 5/27/2021
Amended by Ord. [2021-013 §5](#) on XX/XX/2021

CHAPTER 18.36 FOREST USE ZONE; F-1
18.36.060 Siting Of Dwellings And Structures

18.36.050 Standards For Single-Family Dwellings

A. General provisions.

1. Dwellings listed as a conditional use under DCC 18.36.050 shall meet the following standards:
 - a. One of the alternative tests set out in DCC 18.36.050(B) (lot of record dwelling), (C) (large tract dwelling), or (D) (template dwelling);
 - b. If the lot or parcel is part of a "tract," the remaining undeveloped lots or parcels of the tract shall be consolidated into a single lot or parcel, or the applicant shall sign and record with the County Clerk covenants, conditions and restrictions (on a form substantially similar to that set forth in DCC 18.36.140) prohibiting the siting of a dwelling on the undeveloped portions of the tract. Such covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by the County Planning Director, or his authorized representative.
 - c. No other dwellings shall be located on the tract.
 - d. The applicant shall provide evidence that any domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (Oregon Administrative Rules 690, Division 10) or surface water (Oregon Administrative Rules 690, Division 20) and not from a Class II stream as defined in the Forest Practices Rule (Oregon Administrative Rules chapter 629).
 - (1) For purposes of DCC 18.36.050, evidence of a domestic water supply means:
 - (A) Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water; or
 - (B) A water use permit issued by the Water Resources Department for the use described in the application; or
 - (C) Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well construction report to the County upon completion of the well.
 - e. If road access to a dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.
2. In addition, dwellings listed as a conditional use under DCC 18.36.030(Y) shall be subject to the following standards or conditions:
 - a. The conditional use standards set forth in DCC 18.36.040;

- b. The siting criteria set forth in DCC 18.36.060;
- c. The fire siting standards set forth in DCC 18.36.070;
- d. The fire safety design standards for roads set forth in DCC 18.36.080;
- e. The stocking requirements set forth in DCC 18.36.085, if applicable; and
- f. Any other provisions made applicable by DCC Title 18 or the comprehensive plan.

3. Dwellings in forest zones shall not be subject to conditional use standards.

4. Approval of a dwelling in the forest zone under DCC Chapter 18.36 shall include a condition of approval requiring that, prior to the issuance of a building permit, the landowner sign and record in the deed records for the County a document binding the landowner, and the landowner’s successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forestry practices for which no action or claim is allowed under ORS 30.936 or 30.937.

B. Lot of Record Dwelling. For approval under DCC 18.36.050(B), a single family dwelling shall meet the following requirements:

1. The lot or parcel on which the dwelling would be sited was lawfully created prior to January 1, 1985 and was acquired and owned continuously by the present owner either prior to January 1, 1985 or by devise or by intestate succession from a person who acquired the lot or parcel prior to January 1, 1985.

2. For the purposes of DCC 18.36.050(B), "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent or grandchild of the owner or a business entity owned by any one or combination of these family members.

3. The dwelling must be located on a tract that is composed of soils not capable of producing 4,000 cubic feet per year of commercial tree species and is located within 1,500 feet of a public road as defined under ORS 368.001 that provides or will provide access to the subject tract.

a. The road shall be maintained and either paved or surfaced with rock and shall not be a:

- a. United States Bureau of Land Management (BLM) road, or
- b. a United States Forest Service road unless the road is paved to a minimum width of 18 feet, there is at least one defined lane in each direction, and a maintenance agreement exists between the United States Forest Service and landowners adjacent to the road, a local government or a state agency.

4. For the purposes of DCC 18.36.050, "commercial tree species" means trees recognized for commercial production under rules adopted by the Oregon Department of Forestry pursuant to ORS 527.715.

5. The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, no dwellings exists on another lot or parcel that was part of the tract.

6. When the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel when the dwelling is allowed.

7. For lots or parcels located within a Wildlife Area (WA) Combining Zone proposed dwelling would be consistent with the limitations on density as applied under the applicable density restrictions of DCC 18.88.

C. Large Tract Dwelling. A dwelling not allowed pursuant to DCC 18.36.050(B) may be allowed if the subject property consists of at least 240 contiguous acres or 320 acres in one ownership that are not contiguous but are in the same county or adjacent counties and zoned for forest use and does not include an existing dwelling.

1. A deed restriction shall be filed pursuant to DCC 18.36.140 for all tracts that are used to meet the acreage requirements of this subsection.
2. A tract shall not be considered to consist of less than 240 acres because it is crossed by a public road or a waterway.

D. Template Dwelling. For approval under DCC 18.36.050(D), a single-family dwelling shall meet the following requirements:

1. The lot or parcel on which the dwelling will be sited:

a. Was lawfully established;

b. Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192;

c. Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and

d. If the lot or parcel on which the dwelling will be sited was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract:

(1) As an exception to DCC 18.36.050(D)(1)(d), prior to November 1, 2023, a single-family dwelling may be established on a lot or parcel that was part of a tract on January 1, 2021, if no more than one other dwelling exists or has been approved on another lot or parcel that was part of the tract.

4.2. The lot or parcel on which the dwelling will be sited is predominantly composed of soils that are:

a. Capable of producing zero to 20 cubic feet per acre per year of wood fiber if:

(1) All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and

(2) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

b. Capable of producing 21 to 50 cubic feet per acre per year of wood fiber if:

(1) All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and

(2) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

- c. Capable of producing more than 50 cubic feet per acre per year of wood fiber if:
 - (1) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - (2) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

~~d. Lots or parcels within urban growth boundaries shall not be used to satisfy the template requirements under this subsection.~~

2.3. Requirements of Applying Template:

~~a. Lots or parcels within urban growth boundaries shall not be used to satisfy the template requirements under this subsection.~~

~~b. As used in this section, "center of the subject tract" means the mathematical centroid of the tract.~~

a.c. If a tract 60 acres or larger described in DCC 18.36.050(D) abuts a road or perennial stream, the measurement shall be made by using a 160-acre rectangle that is one mile long and one fourth mile wide centered on the center of the subject tract and that is to the maximum extent possible aligned with the road or stream.

~~b.d.~~ If a road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling. However, one of the three required dwellings shall be on the same side of the road or stream as the tract and:

- (1) Be located within a 160-acre rectangle that is one mile long and one-fourth mile wide centered on the center of the subject tract and that is to the maximum extent possible aligned with the road or stream;
- (2) Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.

~~e.e.~~ If a tract reviewed under DCC 18.36.050(D) abuts a road that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and one-fourth mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.

HISTORY

- Adopted by Ord. PL-15 on 11/1/1979
- Amended by Ord. 92-025 §2 on 4/15/1991
- Amended by Ord. 91-020 §1 on 5/29/1991
- Amended by Ord. 94-038 §1 on 10/5/1994
- Amended by Ord. 2003-007 §1 on 3/26/2003
- Amended by Ord. 2012-007 §3 on 5/2/2012
- Amended by Ord. 2021-013 §6 on XX/XX/2021

CHAPTER 18.40 FOREST USE ZONE; F-2
18.40.050 Standards For Single-Family Dwellings

18.40.050 Standards For Single-Family Dwellings

A. General Provisions.

1. Dwellings listed as a conditional use under DCC 18.40.030(X) shall meet the following standards:
 - a. One of the alternative tests set out in DCC 18.40.050(B) (lot of record dwelling), DCC 18.40.050(C) (large tract dwelling), or DCC 18.40.050(D) (template dwelling);
 - b. If the lot or parcel is part of a "tract," the remaining undeveloped lots or parcels of the tract shall be consolidated into a single lot or parcel, or the applicant shall sign and record with the County Clerk covenants, conditions and restrictions (on a form substantially similar to that set forth in DCC 18.36.140) prohibiting the siting of a dwelling on the undeveloped portions of the tract. Such covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by the County Planning Director, or his authorized representative.
 - c. No other dwellings shall be located on the tract.
 - d. The applicant shall provide evidence that any domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (Oregon Administrative Rules 690, Division 10) or surface water (Oregon Administrative Rules 690, Division 20) and not from a Class II stream as defined in the Forest Practices Rule (Oregon Administrative Rules Chapter 629).

For purposes of DCC 18.40.050, evidence of a domestic water supply means:

- (1) Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water; or
 - (2) A water use permit issued by the Water Resources Department for the use described in the application; or
 - (3) Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well construction report to the County upon completion of the well.
- e. If road access to a dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.

2. In addition, dwellings listed as a conditional use under DCC 18.40.030(X) shall be subject to the following standards or conditions:
 - a. The conditional use standards set forth in DCC 18.40.040;
 - b. The siting criteria set forth in DCC 18.40.060;

- c. The fire siting standards set forth in DCC 18.40.070;
- d. The fire safety design standards for roads set forth in DCC 18.40.080;
- e. The stocking requirements set forth in DCC 18.40.085, if applicable; and
- f. Any other provisions made applicable by DCC Title 18 or the comprehensive plan.

3. Dwellings in forest zones shall not be subject to conditional use standards.

4. Approval of a dwelling in the forest zone under DCC Chapter 18.40 shall include a condition of approval requiring that, prior to the issuance of a building permit, the landowner sign and record in the deed records for the County a document binding the landowner, and the landowner’s successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

B. Lot of Record Dwelling. For approval under DCC 18.40.050, a single-family dwelling shall meet the following requirements:

1. The lot or parcel on which the dwelling would be sited was lawfully created prior to January 1, 1985 and was acquired and owned continuously by the present owner either prior to January 1, 1985 or by devise or by intestate succession from a person who acquired the lot or parcel prior to January 1, 1985.

2. For the purposes of DCC 18.40.050, "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent or grandchild of the owner or a business entity owned by any one or combination of these family members.

3. The dwelling would be located on a tract that is composed of soils not capable of producing 4,000 cubic feet per year of commercial tree species and is located within 1,500 feet of a public road as defined under ORS 368.001 that provides or will provide access to the subject tract.

a. The road shall be maintained and either paved or surfaced with rock and shall not be:

- a. a United States Bureau of Land Management (BLM) road; or
- b. a United States Forest Service road unless the road is paved to a minimum width of 18 feet, there is at least one defined lane in each direction and a maintenance agreement exists between the United States Forest Service and landowners adjacent to the road, a local government or a state agency.

4. For the purposes of DCC 18.40.050, "commercial tree species" means trees recognized for commercial production under rules adopted by the Oregon Department of Forestry pursuant to ORS 527.715.

5. The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, no dwellings exists on another lot or parcel that was part of the tract.

6. When the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel when the dwelling is allowed.

7. For lots or parcels located within a Wildlife Area (WA) Combining Zone proposed dwelling would be consistent with the limitations on density as applied under the applicable density restrictions of DCC 18.88.

C. Large Tract Dwelling. A dwelling not allowed pursuant to DCC 18.40.050(B) may be allowed if the subject property consists of at least 240 contiguous acres or 320 acres in one ownership that are not contiguous but are in the same county or adjacent counties and zoned for forest use and does not include an existing dwelling.

- 1. A deed restriction shall be filed pursuant to DCC 18.40.140 for all tracts that are used to meet the acreage requirements of this subsection.
- 2. A tract shall not be considered to consist of less than 240 acres because it is crossed by a public road or a waterway.

D. Template Dwelling. For approval under DCC 18.40.050(D), a single-family dwelling shall meet the following requirements:

1. The lot or parcel on which the dwelling will be sited:

- a. Was lawfully established;
- b. Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192;
- c. Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and
- d. If the lot or parcel was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract:
 - (1) As an exception to DCC 18.40.050(D)(1)(d), prior to November 1, 2023, a single-family dwelling may be established on a lot or parcel that was part of a tract on January 1, 2021, if no more than one other dwelling exists or has been approved on another lot or parcel that was part of the tract.

1.2. The lot or parcel on which the dwelling will be sited is predominantly composed of soils that are:

- a. Capable of producing zero to 20 cubic feet per acre per year of wood fiber if:
 - (1) All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - (2) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.
- b. Capable of producing 21 to 50 cubic feet per acre per year of wood fiber if:
 - (1) All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - (2) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

- c. Capable of producing more than 50 cubic feet per acre per year of water.
- (1) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - (2) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

2.3. Requirements of Applying Template:

a. Lots or parcels within urban growth boundaries shall not be used to satisfy the template requirements under this subsection.

a.b. As used in this section, "center of the subject tract" means the mathematical centroid of the tract.

b.c. Except as provided by subsection (ed) of this section, if the tract described in DCC 18.40.050(D) abuts a road that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and 1/4 mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.

e.d. (1) If a tract 60 acres or larger described in DCC 18.40.050(D) abuts a road or perennial stream, the measurement shall be made in accordance with subsection (bc) of this section. However, one of the three required dwellings shall be on the same side of the road or stream as the tract, and;

(A) Be located within a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is, to the maximum extent possible aligned with the road or stream; or

(B) Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.

(2) If a road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979

Amended by Ord. 92-025 §3 on 4/15/1991

Amended by Ord. 91-020 §1 on 5/29/1991

Amended by Ord. 94-038 §2 on 10/5/1994

Amended by Ord. 2003-007 §2 on 3/26/2003

Amended by Ord. 2012-007 §4 on 5/2/2012

Amended by Ord. 2018-006 §7 on 11/20/2018

Amended by Ord. 2021-013 §7 on XX/X/2021

CHAPTER 18.67 TUMALO RURAL COMMUNITY ZONING DISTRICTS

18.67.020 Residential (TuR) District

18.67.040 Commercial (TuC) District

18.67.020 Residential (TuR) District

The Tumalo Residential (TuR) District allows a mixture of housing types and densities suited to the level of available water and sewer facilities. The purpose of this district is to allow new residential development that is compatible with the rural character of the area.

A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review.

1. Single-family dwelling, or a manufactured home subject to DCC 18.116.070.
2. Two-family dwelling.
3. Type 1 Home Occupation, subject to DCC 18.116.280.
4. Agricultural uses as defined in DCC Title 18, involving:
 - a. Keeping of cows, horses, goats, sheep or similar farm animals, provided that the total number of such animals over the age of six months is limited to one for each 20,000 square feet.
 - b. Keeping of chickens, fowl, rabbits or similar farm animals, provided that the total number of such animals over the age of six months does not exceed one for each 500 square feet of property.
5. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.080 and 18.116.230.
6. Class III road or street project.
7. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted, subject to the applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, and DCC 18.124 Site Plan Review, of this title:

1. Child care facility and/or preschool.

C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.67, 18.116, 18.124, and 18.128:

1. Multi-family dwelling complex.
2. Retirement center or nursing home.
3. Religious institutions or assemblies.
4. Cemetery.
5. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
6. Public or private school.
7. Park.

- 8. Public or semi-public building.
- 9. Utility facility.
- 10. Water supply or treatment facility.
- 11. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
- 12. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.

D. Lot Requirements.

1. Partitions:

- a. Subject to the provisions of DCC 17.36.170(A), parcels not served by an approved community, non-community or municipal water system shall have a minimum width of 150 feet with a minimum parcel size of one acre.
- b. Subject to DCC 17.36.170(A), parcels served by an approved community, non-community, municipal or public water system, shall have a minimum parcel size as follows:
 - (1) For a single-family dwelling the parcel shall have a minimum width of 100 feet and a minimum parcel size of 22,000 square feet.
 - (2) For a two-family dwelling the parcel shall have a minimum width of 100 feet and a minimum parcel size of 33,000 square feet.

2. Subdivisions:

- a. For subdivisions involving multi-family dwellings, a manufactured home park or a retirement home, all new lots shall be connected to a DEQ-permitted Wastewater Pollution Control Facility.
- b. For subdivisions involving only single-family and two-family dwellings the standards set forth in DCC 18.67.020(~~GD~~)(1) shall apply.

E. Yard Standards.

- 1. Front Yard. The front yard shall be 20 feet for a property fronting on a local street right-of-way, 30 feet for a property fronting on a collector right-of-way and 80 feet for a property fronting on an arterial right-of-way.
- 2. Side Yard. A side yard shall be a minimum of five feet and the sum of the two side yards shall be a minimum of 15 feet, subject to DCC 18.67.020(E)(4).
- 3. Rear Yard. The minimum rear yard shall be 20 feet, subject to DCC 18.67.020(E)(4).
- 4. Exception to Yard Standards. Any new structure requiring a building permit on a lot or parcel contiguous to EFU-zoned land that is receiving special assessment for farm use shall be set back a minimum of 100 feet from the common property line.

HISTORY
Adopted by Ord. [97-033 §2](#) on 6/25/1997

Amended by Ord. [97-063 §3](#) on 11/12/1997
 Amended by Ord. [2001-016 §2](#) on 3/28/2001
 Amended by Ord. [2001-039 §8](#) on 12/12/2001
 Amended by Ord. [2004-002 §17](#) on 4/28/2004
 Amended by Ord. [2020-001 §8](#) on 4/21/2020
 Amended by Ord. [2020-010 §4](#) on 7/3/2020
 Amended by Ord. [2021-013 §8 on XX/XX/2021](#)

18.67.040 Commercial (TuC) District

The Tumalo Commercial District is intended to allow a range of limited commercial and industrial uses to serve the community and surrounding area.

- A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review.
1. Single-family dwelling or duplex.
 2. Manufactured home subject to DCC 18.116.070.
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.060 and 18.116.230.
 5. Class III road or street project.
 6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
- B. Uses Permitted, Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.67, 18.116 and 18.124:
1. A building or buildings, none of which exceeds 4,000 square feet of floor space to be used by any combination of the following uses:
 - a. Retail or service business.
 - b. Eating and/or drinking establishment.
 - c. Offices.
 - d. Residential use in the same building as a use permitted in DCC 18.67.040.
 - e. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 2. Any of the uses listed under DCC 18.67.040 proposing to occupy more than 4,000 square feet of floor area in a building subject to the provisions of DCC 18.67.040(E).
 3. Child care facility and/or preschool.
- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.116, 18.124, and 18.128:
1. Religious institutions or assemblies.
 2. Bed and breakfast inn.
 3. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.

- 4. Park.
- 5. Public or semi-public building.
- 6. Utility facility.
- 7. Water supply or treatment facility.
- 8. Manufactured home/RV park on a parcel in use as a manufactured home park or recreational vehicle park prior to the adoption of PL-15 in 1979 and being operated as of June 12, 1996 as a manufactured home park or recreational vehicle park, including any expansion of such uses on the same parcel as configured on June 12, 1996.
- 9. The following uses and their accessory uses may be conducted in a building or buildings not to exceed 4,000 square feet of floor space.
 - a. Farm equipment, sales, service or repair.
 - b. Trailer sales, service or repair.
 - c. Vehicle service or repair.
 - d. Veterinary clinic.
- 10. The following uses may be conducted in a building or buildings not to exceed 10,000 square feet of floor space:
 - a. Manufacturing or production.
 - b. Wholesale sales.
 - c. Marijuana retailing, subject to the provisions of DCC 18.116.330.
- 11. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
- 12. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.

D. Use Limitations. The following use limitations shall apply to the uses listed in DCC 18.67.040(C) (~~1410~~).

- 1. Compatibility.
 - a. Any use expected to generate more than 50 truck-trailer and/or heavy equipment trips per day to and from the subject property shall not be permitted to locate on a lot or parcel adjacent to or across a local or collector street from a lot or parcel in a residential district.
- 2. Traffic and Parking.
 - a. A use that generates more than 20 auto or truck trips during the peak hour of the day to and from the premises shall document with facts that the affected transportation facilities are adequate to serve the proposed use, considering the functional classification, capacity and level of service of the affected transportation facility.
 - b. All parking demand generated by uses permitted by DCC 18.67 shall be accommodated entirely on the premises.

E. Requirements for Large Scale Uses.

1. All uses listed in DCC 18.67.040(B) may have a total floor area exceeding 4,000 square feet but not greater than 10,000 square feet if the Planning Director or Hearings Body finds:
 - a. The use is intended to serve the community and surrounding rural area or the traveling needs of people passing through the area;
 - b. The use will primarily employ a work force from the community and surrounding rural area; and
 - c. It is not practical to contain the proposed use within 4,000 square feet of the floor area.
2. This provision does not apply to uses listed in DCC 18.67.040(C)(10).
3. For the purposes of DCC 18.67.040, the surrounding rural area is described as the following: extending north to the Township boundary between Townships 15 and 16; extending west to the boundary of the public lands managed by the U.S. Forest Service in T16S-R11E; extending south to the south section lines of T17S-R12E sections 4,5,6 and T17S-R11E sections 1,2,3; and extending east to Highway 97.

F. Design Standards. Ground Floor Windows. The following criteria for ground floor windows apply to new buildings in the TuC district except those uses listed in DCC 18.67.040(C)(10) and any residential use. The provisions of DCC 18.124 also apply.

1. The windows must be at least 50 percent of the length of the ground level wall area and 25 percent of height of the ground level wall area. Ground level wall area includes all exterior wall area up to nine feet above the finished grade. The window requirement applies to the ground level of exterior building walls which abut sidewalks or streets.
2. Required window areas shall be either windows that allow views into working areas, lobbies, pedestrian entrances or display windows.

G. Lot Requirements. No lot shall be created having less than a minimum of 10,000 square feet. Lot requirements for this district shall be determined by spatial requirements for sewage disposal, required landscaped areas and off-street parking.

H. Dimensional Standards.

1. Lot Coverage: No lot coverage requirements, provided spatial requirements for parking, sewage disposal and landscaping are satisfied.
2. No use listed in DCC 18.67.040(C)(10) that is located adjacent to or across a local or collector from a lot or parcel in a residential district shall exceed 70 percent lot coverage by all buildings, outside storage, or off-street parking and loading areas.

I. Yard Standards.

1. Front Yard. The front yard shall be a maximum of 15 feet, except as otherwise allowed by DCC 18.124.070 (D)(3).

The street setback for buildings may be reduced, but not increased, to the average building setback distance of existing buildings on adjoining lots.

2. Side Yard. No requirement, subject to DCC 18.67.040(I)(4).

- 3. Rear Yard. No specific requirement, subject to DCC 18.67.040 (I)(4).
- 4. Exceptions to Yard Standards.
 - a. Lot line adjacent to a residential zone.

For all new structures or substantial alteration of a structure requiring a building permit on a lot adjacent to a residential district, the setback shall be a minimum of 15 feet. The required yard will be increased by one foot for each foot by which the building height exceeds 20 feet.

- b. Lot line adjacent to an EFU zone. Any structure requiring a building permit on a lot adjacent to EFU-zoned land that is receiving special assessment for farm use shall be set back a minimum of 100 feet from the common property line.

HISTORY

Adopted by Ord. [97-033 §2](#) on 6/25/1997
 Amended by Ord. [97-063 §3](#) on 11/12/1997
 Amended by Ord. [2000-033 §11](#) on 12/6/2000
 Amended by Ord. [2001-016 §2](#) on 3/28/2001
 Amended by Ord. [2001-039 §8](#) on 12/12/2001
 Amended by Ord. [2004-002 §19](#) on 4/28/2004
 Amended by Ord. [2004-013 §7](#) on 9/21/2004
 Amended by Ord. [2015-004 §5](#) on 4/22/2015
 Amended by Ord. [2016-015 §6](#) on 7/1/2016
 Amended by Ord. [2020-001 §8](#) on 4/21/2020
 Amended by Ord. [2020-010 §4](#) on 7/3/2020
 Amended by Ord. [2021-004 §4](#) on 5/27/2021
 Amended by Ord. [2021-013 §8](#) on XX/XX/2021

CHAPTER 18.74 RURAL COMMERCIAL ZONE

18.74.020 Uses Permitted; Deschutes Junction And Deschutes River Woods Store

18.74.020 Uses Permitted; Deschutes Junction And Deschutes River Woods Store

A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright and do not require site plan review:

- 1. Single-family dwelling.
- 2. Manufactured home subject to DCC 18. 1 16. 070.
- 3. Two-family dwelling.
- 4. Type 1 Home Occupation, subject to DCC 18. 1 16. 280.
- 5. Agricultural uses.
- 6. Class I and II road or street project subject to approval as part of a land partition or subdivision, or subject to the standards and criteria established in DCC 18. 116. 230.
- 7. Class III road or street project.
- 8. A lawfully established use existing as of 11/ 05/ 02, the date this chapter was adopted, not otherwise permitted by this chapter.

B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116 and 18.128124:

- 1. A building or buildings not exceeding 2,500 square feet of floor space to be used by any combination of the following uses.
 - a. Restaurant, café or delicatessen.
 - b. Grocery store.
 - c. Tavern.
 - d. Retail sporting goods and guide services.
 - e. Barber and beauty shop.
 - f. General store.
 - g. Video store.
 - h. Antique, art, craft, novelty and second hand sales if conducted completely within an enclosed building.
- 2. Expansion of a nonconforming use listed under section B(1)(a-h), existing as of 11/05/2002, the date this chapter was adopted, shall be limited to 2,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.
- 3. A building or buildings not exceeding 3,500 square feet of floor space to be used by any combination of the following uses.
 - a. Retail sales of agricultural or farm products.
 - b. Farm machinery sales and repair.
 - c. Kennel.

- d. Veterinary clinic.
- e. Automobile service station and repair garage, towing service, fuel storage and sales.
- f. Public or semi-public use.
- g. Residential use in the same building as a use permitted by this chapter.
- h. Park or playground.

4. Expansion of a nonconforming use listed under section B(3)(a-h), existing as of 11/05/2002, the date this chapter was adopted, shall be limited to 3,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.

C. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted, subject to the applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, and DCC 18.124, Site Plan Review, of this title:

- 1. Child care facility and/or preschool.

D. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116, 18.124 and 18.128:

- 1. A building or buildings not exceeding 3,500 square feet of floor space to be used by any combination of the following uses.
 - a. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 - b. Utility facility.
 - c. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 - d. Religious institutions or assemblies.
 - e. School.
- 2. Recreational vehicle park
- 3. Mini-storage facilities limited to 35,000 square feet in size.
- 4. Marijuana retailing, subject to the provisions of DCC 18.116.330.

HISTORY

Adopted by Ord. [2002-019 §2](#) on 8/7/2002
 Amended by Ord. [2004-002 §20](#) on 4/28/2004
 Amended by Ord. [2008-008 §1](#) on 3/18/2008
 Amended by Ord. [2015-004 §7](#) on 4/22/2015
 Amended by Ord. [2016-015 §7](#) on 7/1/2016
 Amended by Ord. [2020-001 §9](#) on 4/21/2020
 Amended by Ord. [2020-010 §5](#) on 7/3/2020
 Amended by Ord. [2021-013 §9](#) on XX/XX/2021

CHAPTER 18.80 AIRPORT SAFETY COMBINING ZONE; A-S**18.80.044 Land Use Compatibility****18.80.044 Land Use Compatibility**

Applications for land use or building permits for properties within the boundaries of this overlay zone shall comply with the requirements of DCC 18.80 as provided herein. When compatibility issues arise, the Planning Director or Hearings Body is required to take actions that eliminate or minimize the incompatibility by choosing the most compatible location or design for the boundary or use. Where compatibility issues persist, despite actions or conditions intended to eliminate or minimize the incompatibility, the Planning Director or Hearings Body may disallow the use or expansion, except where the action results in loss of current operational levels and/or the ability of the airport to grow to meet future community needs. Reasonable conditions to protect the public safety may be imposed by the Planning Director or Hearings Body. [ORS 836.619; ORS 836.623(1); OAR 660-013-0080]

- A. Noise. Within airport noise impact boundaries, land uses shall be established consistent with the levels identified in OAR 660, Division 13, Exhibit 5 (Table 2 of DCC 18.80). Applicants for any subdivision or partition approval or other land use approval or building permit affecting land within airport noise impact boundaries, shall sign and record in the Deschutes County Book of Records, a Declaration of Anticipated Noise declaring that the applicant and his successors will not now, or in the future complain about the allowed airport activities at the adjacent airport. In areas where the noise level is anticipated to be at or above 55 DNL, prior to issuance of a building permit for construction of a noise sensitive land use (real property normally used for sleeping or as a school, religious institutions or assemblies, hospital, public library or similar use), the permit applicant shall be required to demonstrate that a noise abatement strategy will be incorporated into the building design that will achieve an indoor noise level equal to or less than 55 DNL. [NOTE: FAA Order 5100.38 ~~D A, Chapter 7~~ provides that interior noise levels should not exceed 45 decibels in all habitable zones.]
- B. Outdoor lighting. No new or expanded industrial, commercial or recreational use shall project lighting directly onto an existing runway or taxiway or into existing airport approach surfaces except where necessary for safe and convenient air travel. Lighting for these uses shall incorporate shielding in their designs to reflect light away from airport approach surfaces. No use shall imitate airport lighting or impede the ability of pilots to distinguish between airport lighting and other lighting.
- C. Glare. No glare producing material, including but not limited to unpainted metal or reflective glass, shall be used on the exterior of structures located within an approach surface or on nearby lands where glare could impede a pilot's vision.
- D. Industrial emissions. No new industrial, mining or similar use, or expansion of an existing industrial, mining or similar use, shall, as part of its regular operations, cause emissions of smoke, dust or steam that could obscure visibility within airport approach surfaces, except upon demonstration, supported by substantial evidence, that mitigation measures imposed as approval conditions will reduce the potential for safety risk or incompatibility with airport operations to an insignificant level. The review authority shall impose such conditions as necessary to ensure that the use does not obscure visibility.
- E. Communications Facilities and Electrical Interference. No use shall cause or create electrical interference with navigational signals or radio communications between an airport and aircraft. Proposals for the location of new or expanded radio, radiotelephone, and television transmission facilities and electrical transmission lines within this overlay zone shall be coordinated with the Department of Aviation and the FAA prior to approval. Approval of cellular and other telephone or radio communication towers on leased property located within airport imaginary surfaces shall be

conditioned to require their removal within 90 days following the expiration of the lease. A bond or other security shall be required to ensure this result.

F. Limitations and Restrictions on Allowed Uses in the RPZ, Transitional Surface, Approach Surface, and Airport Direct and Secondary Impact Areas.

For the Redmond, Bend, Sunriver, and Sisters airports, the land uses identified in DCC 18.80 Table 1, and their accessory uses, are permitted, permitted under limited circumstances, or prohibited in the manner therein described. In the event of conflict with the underlying zone, the more restrictive provisions shall control. As used in DCC 18.80.044, a limited use means a use that is allowed subject to special standards specific to that use.

HISTORY

- Adopted by Ord. [PL-15](#) on 11/1/1979*
- Repealed & Reenacted by Ord. [91-020 §1](#) on 5/29/1991*
- Amended by Ord. [2001-001 §2](#) on 1/22/2001*
- Amended by Ord. [2018-006 §10](#) on 11/20/2018*
- Amended by Ord. [2020-001 §10](#) on 4/21/2020*
- Amended by Ord. [2020-007 §12](#) on 10/27/2020*
- [Amended by Ord. 2021-013 §10 on XX/XX/2021](#)*

CHAPTER 18.84 LANDSCAPE MANAGEMENT COMBINING ZONE; LM

18.84.010 Purpose

Introductory Paragraph Eliminated Ord. 2001-016, §2, 2001

18.84.010 Purpose

The purposes of the Landscape Management Combining Zone are to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [90-020 §1](#) on 6/6/1990

Amended by Ord. [91-020 §1](#) on 5/29/1991

Amended by Ord. [92-034 §2](#) on 4/8/1992

Amended by Ord. [95-075 §3](#) on 11/29/1995

Amended by Ord. [2001-016 §2](#) on 3/28/2001

[Amended by Ord. 2021-013 §11 on XX/XX/2021](#)

18.108.110 Business Park; BP District

A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright:

1. Residential uses existing as of March 31, 1997.
2. Administrative, educational and other related facilities in conjunction with a use permitted outright.
3. Library.
4. Recreational path.
5. Post office.
6. Religious institutions or assemblies.
7. Child care facilities, nurseries, and/or preschools.
8. A building or buildings each not exceeding 8,000 square feet of floor space housing any combination of:

Retail/rental store, office and service establishment, including but not limited to the following:

- a. Automobile, motorcycle, boat, recreational vehicle, trailer or truck sales, rental, repair or maintenance business, including tire stores and parts stores.
 - b. Agricultural equipment and supplies.
 - c. Car wash.
 - d. Contractor's office, including but not limited to, building, electrical, plumbing, heating and air conditioning, painter, etc.-.
 - e. Construction equipment sales, rental and/or service.
 - f. Exterminator services.
 - g. Golf cart sales and service.
 - h. Lumber yard, home improvement or building materials store.
 - i. Housekeeping and janitorial service.
 - j. Dry cleaner and/or self-service laundry facility.
 - k. Marine/boat sales and service.
 - l. Restaurant, bar and cocktail lounge including entertainment.
 - m. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
9. A building or buildings each not exceeding 20,000 square feet of floor space housing any combination of:
 - a. Scientific research or experimental development of materials, methods or products, including engineering and laboratory research.

- b. Light manufacturing, assembly, fabricating or packaging of products prepared materials, including but not limited to cloth, paper, leather, precious or semi-precious metals or stones, etc.
- c. Manufacture of food products, pharmaceuticals and the like, but not including the production of fish or meat products, or the rendering of fats and oils.
- d. Warehouse and distribution uses in a building or buildings each less than 10,000 square feet of floor area.

10. Employee housing structures.

B. Conditional Uses Permitted. The following conditional uses may be permitted subject to DCC 18.128 and a conditional use permit:

- 1. Public buildings and public utility structures and yards, including railroad yards.
- 2. A dwelling unit for a caretaker or watchman working on a developed property.
- 3. Law enforcement detention facility.
- 4. Parking lot.
- 5. Radio and television broadcast facilities.
- 6. A building or buildings each not exceeding 8,000 square feet of floor space housing any combination of:
 - a. Bowling alley.
 - b. Theater.
 - c. Veterinary clinic and/or kennel.
 - d. Marijuana retailing, subject to the provisions of DCC 18.116.330.
- 7. A building or buildings each not exceeding 20,000 square feet of floor space housing any combination of:
 - a. Warehouses and distribution uses in a building or buildings exceeding 10,000 square feet of floor area.
 - b. Distillery and beer/ale brewing facility, including wholesale sales thereof.
 - c. Self/mini storage.
 - d. Trucking company dispatch/terminal.
 - e. Solid waste/garbage operator, not including solid waste disposal or other forms of solid waste storage or transfer station.

C. Use Limits. The following limitations and standards shall apply to uses listed in DCC 18.108.110(A) or (B):

- 1. A use expected to generate more than 30 truck-trailer or other heavy equipment trips per day to and from the subject property shall not be permitted to locate on a lot adjacent to or across the street from a lot in a residential district.
- 2. Storage, loading and parking areas shall be screened from residential zones.
- 3. No use requiring air contaminant discharge permits shall be approved by the Planning

Director or Hearings Body prior to review by the applicable state or federal authority, nor shall such uses be permitted adjacent to or across the street from a residential lot.

D. Special Requirements for Large Scale Uses.

Any of the uses listed in DCC 18.108.110(A)(68) or (B)(6) may be allowed in a building or buildings each exceeding 8,000 square feet of floor space if the Planning Director or Hearings Body finds:

1. That the intended customers for the proposed use will come from the community and surrounding rural area, or the use will meet the needs of the people passing through the area. For the purposes of DCC 18.108.110, the surrounding rural area shall be that area identified as all property within five miles of the boundary of the Sunriver Urban Unincorporated Community;
2. The use will primarily employ a work force from the community and surrounding rural area; and
3. That it is not practical to locate the use in a building or buildings under 8,000 square feet of floor space.

E. Height Regulations. No building or structure shall be hereafter erected, enlarged or structurally altered to exceed 45 feet in height.

F. Lot Requirements. The following lot requirements shall be observed:

1. Lot Area. No requirements.
2. Lot Width. No requirements.
3. Lot Depth. Each lot shall have a minimum depth of 100 feet.
4. Front Yard. The front yard shall be a minimum of 25 feet.
5. Side Yard. No side yard required, except when adjoining a lot in an RS or RM District and then the required side yard shall be 50 feet. No side yards are required on the side of a building adjoining a railroad right of way.
6. Rear Yard. No rear yard required, except when adjoining a lot in an RS or RM District and then the rear yard shall be 50 feet. No rear yard is required on the side of a building adjoining a railroad right of way.
7. Lot Coverage. The maximum lot coverage by buildings and structures shall be 50 percent of the total lot area.

G. Special Requirements for Employee Housing

1. The following definitions shall apply to DCC 18.108.110(A)(10):

“Employee” shall mean a person who earns a living by working in the hospitality, food and beverage, outdoor recreation or tourism industry (i) in or within two (2) miles of the Sunriver Urban Unincorporated Community Boundary, or (ii) at Mt. Bachelor Ski and Summer Resort.

“Employer” shall mean a person or entity who employs at least 50 full- or part-time Employees, as defined above, within the Sunriver Urban Unincorporated Community.

“Employee Housing Structure” shall mean a dormitory or similar dwelling structure whose

sole purpose is to serve the housing needs of Employees, and the occupancy is restricted to Employees. For the purposes of this section, "dormitory" is defined as a building primarily providing sleeping and residential quarters for large numbers of people, and may include common areas and kitchen facilities.

- 2. Employee's spouse, partner and minor children shall only be allowed if compelled by either state or federal law.
- 3. Employee Housing Structures must be owned and operated by an Employer.
- 4. Employees, as defined above, who are not employed by an Employer, as defined above, shall only be permitted to reside in an Employee Housing Structure if the Employee's employer has a signed housing agreement with the Employer operating the Structure.
- 5. Parking Requirements. Employee Housing Structures must provide as a minimum one vehicular parking space for every 3 beds provided, and bicycle parking for at least one space for every two beds provided.
 - a. For Employee Housing Structures constructed in one or more phases, the parking requirements may be reduced to no fewer than one space for every six beds if the applicant demonstrates at the time of site plan approval that a lesser parking ratio will continue to provide adequate parking as required by DCC 18.116.030(D)(9).

HISTORY

Repealed & Reenacted by Ord. [97-078 §2](#) on 12/31/1997
Amended by Ord. [2012-002 §1](#) on 2/27/2012
Amended by Ord. [2015-004 §9](#) on 4/22/2015
Amended by Ord. [2016-015 §9](#) on 7/1/2016
Amended by Ord. [2019-008 §1](#) on 3/6/2019
Amended by Ord. [2020-004 §1](#) on 2/19/2020
Amended by Ord. [2020-001 §12](#) on 4/21/2020
Amended by Ord. [2021-004 §6](#) on 5/27/2021
[Amended by Ord. 2021-013 §12 on X/X/2021](#)

CHAPTER 18.116 SUPPLEMENTARY PROVISIONS**18.116.330 Marijuana Production, Processing, Retailing, And Wholesaling****18.116.330 Marijuana Production, Processing, Retailing, And Wholesaling**

A. Applicability. Section 18.116.330 applies to:

1. Marijuana Production in the EFU, MUA-10, and RI zones, subject to a land use permit applied for from July 1, 2016 to April 21, 2021, so long as said permit was approved and the use was initiated pursuant to DCC 22.36. New land use permits for marijuana production in aforementioned zones are prohibited by Ordinance No. 2021-004.
2. Marijuana Processing in the EFU, MUA-10, TeC, TeCR, TuC, Tul, RI, and SUBP zones, subject to a land use permit applied for from July 1, 2016 to April 21, 2021, so long as said permit was approved and the use was initiated pursuant to DCC 22.36. New land use permits for marijuana processing in aforementioned zones are prohibited by Ordinance No. 2021-004.
3. Marijuana Retailing in the RSC, TeC, TeCR, TuC, Tul, RC, RI, SUC, SUTC, and SUBP zones.
4. Marijuana Wholesaling in the RSC, TeC, TeCR, TuC, RC, SUC, and SUBP zones.

B. Continued marijuana production and marijuana processing. So long as the permit was approved and the use was initiated pursuant to DCC 22.36, marijuana production and processing subject to land use permits applied for from July 1, 2016 to April 21, 2021 may continue as nonconforming uses pursuant to DCC 18.120.010. Prior to the initiation of the use, said land use permits may only be modified pursuant to the criteria established by DCC 22.36.040, Modification of Approval. A change in ownership of a property with a land use permit for marijuana production or processing, or a change in ownership of a business engaged in marijuana production or processing, shall not be deemed a change of circumstances requiring a modification of approval pursuant to DCC 22.36.040 or an alteration of a nonconforming use pursuant to DCC 18.120.010. Relocation of a marijuana production or processing use to a different lot or parcel~~A change in location for a marijuana production or processing use~~ is prohibited by DCC 18.120.010 and DCC 22.36.040 as any location change will have a greater adverse impact on the neighborhood and/or significant additional impacts on surrounding properties. In addition to conditions of approval specified in each land use permit, the following standards shall govern continued marijuana production and processing:

1. Minimum Lot Area.
 - a. In the EFU and MUA-10 zones, the subject legal lot of record shall have a minimum lot area of five (5) acres.
2. Indoor Production and Processing.
 - a. In the MUA-10 zone, marijuana production and processing shall be located entirely within one or more fully enclosed buildings with conventional or post framed opaque, rigid walls and roof covering. Use of greenhouses, hoop houses, and similar non-rigid structures is prohibited.
 - b. In the EFU zone, marijuana production and processing shall only be located in buildings, including greenhouses, hoop houses, and similar structures.

- c. In all zones, marijuana production and processing are prohibited in any outdoor area.
3. Maximum Mature Plant Canopy Size. In the EFU zone, the maximum canopy area for mature marijuana plants shall apply as follows:
- a. Parcels from 5 acres to less than 10 acres in lot area: 2,500 square feet.
 - b. Parcels equal to or greater than 10 acres to less than 20 acres in lot area: 5,000 square feet. The maximum canopy area for mature marijuana plants may be increased to 10,000 square feet upon demonstration by the applicant to the County that:
 - (1) The marijuana production operation was lawfully established prior to January 1, 2015; and
 - (2) The increased mature marijuana plant canopy area will not generate adverse impact of visual, odor, noise, lighting, privacy or access greater than the impacts associated with a 5,000 square foot canopy area operation.
 - c. Parcels equal to or greater than 20 acres to less than 40 acres in lot area: 10,000 square feet.
 - d. Parcels equal to or greater than 40 acres to less than 60 acres in lot area: 20,000 square feet.
 - e. Parcels equal to or greater than 60 acres in lot area: 40,000 square feet.
4. Maximum Building Floor Area. In the MUA-10 zone, the maximum building floor area used for all activities associated with marijuana production and processing on the subject property shall be:
- a. Parcels from 5 acres to less than 10 acres in lot area: 2,500 square feet.
 - b. Parcels equal to or greater than 10 acres: 5,000 square feet.
5. Limitation on License/Grow Site per Parcel. No more than one (1) Oregon Liquor Control Commission (OLCC) licensed marijuana production or Oregon Health Authority (OHA) registered medical marijuana grow site shall be allowed per legal parcel or lot.
6. Setbacks. The following setbacks shall apply to all marijuana production and processing areas and buildings:
- a. Minimum Yard Setback/Distance from Lot Lines: 100 feet.
 - b. Setback from an off-site dwelling: 300 feet. For the purposes of this criterion, an off-site dwelling includes those proposed off-site dwellings with a building permit application submitted to Deschutes County prior to submission of the marijuana production or processing application to Deschutes County.
 - c. Exception: Any reduction to these setback requirements may be granted by the Planning Director or Hearings Body provided the applicant demonstrates the reduced setbacks afford equal or greater mitigation of visual, odor, noise, lighting, privacy, and access impacts.
7. Separation Distances. Minimum separation distances shall apply as follows:

- a. The use shall be located a minimum of 1,000 feet from:
 - (1) A public elementary or secondary school for which attendance is compulsory under Oregon Revised Statutes 339.010, et seq., including any parking lot appurtenant thereto and any property used by the school;
 - (2) A private or parochial elementary or secondary school, teaching children as described in ORS 339.030(1)(a), including any parking lot appurtenant thereto and any property used by the school;
 - (3) A licensed child care center or licensed preschool, including any parking lot appurtenant thereto and any property used by the child care center or preschool. This does not include licensed or unlicensed child care which occurs at or in residential structures; and
 - (4) National monuments and state parks.

- b. For purposes of DCC 18.116.330(B)(7), all distances shall be measured from the lot line of the affected properties listed in DCC 18.116.330(B)(7)(a) to the closest point of the buildings and land area occupied by the marijuana producer or marijuana processor.

- c. A change in use of another property to those identified in DCC 18.116.330(B)(7) shall not result in the marijuana producer or marijuana processor being in violation of DCC 18.116.330(B)(7) if the use is:
 - (1) Pending a local land use decision;
 - (2) Licensed or registered by the State of Oregon; or
 - (3) Lawfully established.

8. Access. Marijuana production over 5,000 square feet of canopy area for mature marijuana plants shall comply with the following standards.

- a. Have frontage on and legal direct access from a constructed public, county, or state road; or
- b. Have access from a private road or easement serving only the subject property.
- c. If the property takes access via a private road or easement which also serves other properties, the applicant shall obtain written consent to utilize the easement or private road for marijuana production access from all owners who have access rights to the private road or easement. The written consent shall:
 - (1) Be on a form provided by the County and shall contain the following information;
 - (2) Include notarized signatures of all owners, persons and properties holding a recorded interest in the private road or easement;
 - (3) Include a description of the proposed marijuana production or marijuana processing operation; and
 - (4) Include a legal description of the private road or easement.

9. Lighting. Lighting shall be regulated as follows:

- a. Inside building lighting, including greenhouses, hoop houses, and similar structures, used for marijuana production shall not be visible outside the building from 7:00 p.m. to 7:00 a.m. on the following day.
- b. Lighting fixtures shall be fully shielded in such a manner that all light emitted directly by the lamp or a diffusing element, or indirectly by reflection or refraction, is projected below the horizontal plane through the lowest light-emitting part.
- c. Light cast by exterior light fixtures other than marijuana grow lights shall comply with DCC 15.10, Outdoor Lighting Control.

10. Odor. As used in DCC 18.116.330(B)(10), building means the building, including greenhouses, hoop houses, and other similar structures, used for marijuana production or marijuana processing.

- a. The building shall be equipped with an effective odor control system which must all times prevent unreasonable interference of neighbors' use and enjoyment of their property.
- b. An odor control system is deemed permitted only after the applicant submits a report by a mechanical engineer licensed in the State of Oregon demonstrating that the system will control odor so as not to unreasonably interfere with neighbors' use and enjoyment of their property.
- c. Private actions alleging nuisance or trespass associated with odor impacts are authorized, if at all, as provided in applicable state statute.
- d. The odor control system shall:
 - (1) Consist of one or more fans. The fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the required CFM; or
 - (2) Utilize an alternative method or technology to achieve equal to or greater odor mitigation than provided by (1) above.
- e. The system shall be maintained in working order and shall be in use.

11. Noise. Noise produced by marijuana production and marijuana processing shall comply with the following:

- a. Sustained noise from mechanical equipment used for heating, ventilation, air condition, odor control, fans and similar functions shall not exceed 30dB(A) measured at any property line between 10:00 p.m. and 7:00 a.m. the following day.
- b. Sustained noise from marijuana production is exempt from protections of DCC 9.12 and ORS 30.395, Right to Farm. Intermittent noise for accepted farming practices is permitted.

12. Screening and Fencing. The following screening standards shall apply to greenhouses, hoop houses, and similar non-rigid structures and land areas used for marijuana production and processing:

- a. Subject to 18.84, Landscape Management Combining Zone approval, if applicable.

- b. Fencing shall be finished in a muted earth tone that blends with the surrounding natural landscape and shall not be constructed of temporary materials such as plastic sheeting, hay bales, tarps, etc., and shall be subject to DCC 18.88, Wildlife Area Combining Zone, if applicable.
- c. Razor wire, or similar, shall be obscured from view or colored a muted earth tone that blends with the surrounding natural landscape.
- d. The existing tree and shrub cover screening the development from the public right-of-way or adjacent properties shall be retained to the maximum extent possible. This provision does not prohibit maintenance of existing lawns, removal of dead, diseased or hazardous vegetation; the commercial harvest of forest products in accordance with the Oregon Forest Practices Act; or agricultural use of the land.

13. Water. The applicant shall provide:

- a. A copy of a water right permit, certificate, or other water use authorization from the Oregon Water Resource Department; or
- b. A statement that water is supplied from a public or private water provider, along with the name and contact information of the water provider; or
- c. Proof from the Oregon Water Resources Department that the water to be used is from a source that does not require a water right.

14. Fire protection for processing of cannabinoid extracts. Processing of cannabinoid extracts shall only be permitted on properties located within the boundaries of or under contract with a fire protection district.

15. Utility Verification. A statement from each utility company proposed to serve the operation, stating that each such company is able and willing to serve the operation, shall be provided.

16. Security Cameras. If security cameras are used, they shall be directed to record only the subject property and public rights-of-way, except as required to comply with requirements of the OLCC or the OHA.

17. Secure Waste Disposal. Marijuana waste shall be stored in a secured waste receptacle in the possession of and under the control of the OLCC licensee or OHA Person Responsible for the Grow Site (PRMG).

18. Residency. In the MUA-10 zone, a minimum of one of the following shall reside in a dwelling unit on the subject property:

- a. An owner of the subject property;
- b. A holder of an OLCC license for marijuana production, provided that the license applies to the subject property; or
- c. A person registered with the OHA as a person designated to produce marijuana by a registry identification cardholder, provided that the registration applies to the subject property.

19. Nonconformance. All medical marijuana grow sites lawfully established prior to June 8, 2016 by the Oregon Health Authority shall comply with the provisions of DCC 18.116.330(B)(9) by September 8, 2016 and with the provisions of DCC 18.116.330(B) (10-12, 16, 17) by December 8, 2016.

20. Prohibited Uses.

a. In the EFU zone, the following uses are prohibited:

- (1) A new dwelling used in conjunction with a marijuana crop;
- (2) A farm stand, as described in ORS 215.213(1)(r) or 215.283(1)(o), used in conjunction with a marijuana crop;
- (3) A commercial activity, as described in ORS 215.213(2)(c) or 215.283(2)(a), carried on in conjunction with a marijuana crop; and Agri-tourism and other commercial events and activities in conjunction with a marijuana crop.
- (4) Agri-tourism and other commercial events and activities in conjunction with a marijuana crop.

b. In the MUA-10 Zone, the following uses are prohibited:

- (1) Commercial activities in conjunction with farm use when carried on in conjunction with a marijuana crop.

c. In the EFU, MUA-10, and Rural Industrial zones, the following uses are prohibited on the same property as marijuana production:

- (1) Guest Lodge.
- (2) Guest Ranch.
- (3) Dude Ranch.
- (4) Destination Resort.
- (5) Public Parks.
- (6) Private Parks.
- (7) Events, Mass Gatherings and Outdoor Mass Gatherings.
- (8) Bed and Breakfast.
- (9) Room and Board Arrangements.

C. Marijuana Retailing. Marijuana retailing, including recreational and medical marijuana sales, shall be subject to the following standards and criteria:

- 1. Hours. Hours of operation shall be no earlier than 9:00 a.m. and no later than 7:00 p.m. on the same day.
- 2. Odor. The building, or portion thereof, used for marijuana retailing shall be designed or equipped to prevent detection of marijuana plant odor off premise by a person of normal sensitivity.
- 3. Window Service. The use shall not have a walk-up or drive-thru window service.
- 4. Secure Waste Disposal. Marijuana waste shall be stored in a secured waste receptacle in the possession of and under the control of the OLCC licensee or OHA registrant.
- 5. Minors. No person under the age of 21 shall be permitted to be present in the building, or portion thereof, occupied by the marijuana retailer, except as allowed by state law.
- 6. Co-Location of Related Activities and Uses. Marijuana and tobacco products shall not be

smoked, ingested, or otherwise consumed in the building space occupied by the marijuana retailer. In addition, marijuana retailing shall not be co-located on the same lot or parcel or within the same building with any marijuana social club or marijuana smoking club.

7. Separation Distances. Minimum separation distances shall apply as follows:

a. The use shall be located a minimum of 1,000 feet from:

- (1) A public elementary or secondary school for which attendance is compulsory under Oregon Revised Statutes 339.010, et seq., including any parking lot appurtenant thereto and any property used by the school;
- (2) A private or parochial elementary or secondary school, teaching children as described in ORS 339.030(1)(a), including any parking lot appurtenant thereto and any property used by the school;
- (3) A licensed child care center or licensed preschool, including any parking lot appurtenant thereto and any property used by the child care center or preschool. This does not include licensed or unlicensed family child care which occurs at or in residential structures;
- (4) National monuments and state parks; and
- (5) Any other marijuana retail facility licensed by the OLCC or marijuana dispensary registered with the OHA.

b. For purposes of DCC 18.116.330(B)(7), distance shall be measured from the lot line of the affected property to the closest point of the building space occupied by the marijuana retailer. For purposes of DCC 18.116.330(B)(7)(a)(vi), distance shall be measured from the closest point of the building space occupied by one marijuana retailer to the closest point of the building space occupied by the other marijuana retailer.

c. A change in use to another property to a use identified in DCC 18.116.330(B)(7), after a marijuana retailer has been licensed by or registered with the State of Oregon shall not result in the marijuana retailer being in violation of DCC 18.116.330(B)(7).

D. Annual Reporting

1. An annual report shall be submitted to the Community Development Department by the real property owner or licensee, if different, each February 1, documenting all of the following as of December 31 of the previous year, including the applicable fee as adopted in the current County Fee Schedule and a fully executed Consent to Inspect Premises form:

a. Documentation demonstrating compliance with the:

- (1) Land use decision and permits.
- (2) Fire, health, safety, waste water, and building codes and laws.
- (3) State of Oregon licensing requirements.

b. Failure to timely submit the annual report, fee, and Consent to Inspect Premises form or to demonstrate compliance with DCC 18.116. 330(C)(1)(a) shall serve as acknowledgement by the real property owner and licensee that the otherwise allowed use is not in compliance with Deschutes County Code; authorizes permit

revocation under DCC Title 22, and may be relied upon by the State of Oregon to deny new or license renewal(s) for the subject use.

- c. Other information as may be reasonably required by the Planning Director to ensure compliance with Deschutes County Code, applicable State regulations, and to protect the public health, safety, and welfare.
- d. Marijuana Control Plan to be established and maintained by the Community Development Department.
- e. Conditions of Approval Agreement to be established and maintained by the Community Development Department.
- f. This information shall be public record subject to ORS 192.502(17).

HISTORY

Adopted by Ord. [2016-015 §10](#) on 7/1/2016
 Amended by Ord. [2018-012 §3](#) on 11/23/2018
 Repealed & Reenacted by Ord. [2019-012 §1,2](#) on 12/2/2019
 Amended by Ord. [2020-007 §16](#) on 10/27/2020
 Amended by Ord. [2021-004 §7](#) on 5/27/2021
 Amended by Ord. [2021-013 §13](#) on XX/XX/2021

CHAPTER 18.120 EXCEPTIONS

18.120.010 Nonconforming Uses

18.120.010 Nonconforming Uses

Except as otherwise provided in DCC Title 18, the lawful use of a building, structure or land existing on the effective date of DCC Title 18, any amendment thereto or any ordinance codified therein may be continued although such use or structure does not conform with the standards for new development specified in DCC Title 18. A nonconforming use or structure may be altered, restored or replaced subject to DCC 18.120.010. No nonconforming use or structure may be resumed after a one-year period of interruption or abandonment unless the resumed use conforms with the provisions of DCC Title 18 in effect at the time of the proposed resumption.

A. Expansion or Replacement of a Nonconforming Structure.

- 1. Nonconforming Structure. For the purposes of DCC 18.120.010, a nonconforming structure is one that was lawfully established and violates current setbacks of DCC Title 18 but conforms with respect to use.
- 2. Replacement or Expansion without Additional Encroachment in Setback Area. A nonconforming structure may be replaced with a new structure of the same size on the same footprint as the preexisting nonconforming structure or may be expanded with an addition that does not project into the required setback area at any point, subject to all other applicable provisions of DCC Title 18.
- 3. Replacement or Expansion with Additional Encroachment in Setback Area. Replacement or expansion of a nonconforming structure that would involve an additional projection into the front, side or rear yard setback area at any point along the footprint of the existing or preexisting structure may be allowed provided such additional projection into the setback area (1) does not exceed 900 square feet; (2) does not exceed the floor space of the existing or preexisting structure; (3) does not cause the structure to project further toward the front, side or rear property lines than the closest point of the existing or preexisting structure; and (4) meets the variance approval standards set forth in DCC 18.132.025(A) (1) through (4).

Such replacements or expansions must conform with all other applicable provisions of DCC Title 18.

B. Expansion of a Nonconforming School in the Exclusive Farm Use Zone.

- 1. Notwithstanding ORS 215.130, 215.213, 215.283 or DCC 18.16, 18.116, 18.124, 18.128, a public or private school, including all buildings essential to the operation of the school, formerly allowed pursuant to ORS 215.213(1)(a) or 215.283(1)(a), as in effect before January 1, 2010, may be expanded provided:
 - a. The expansion complies with ORS 215.286;
 - b. The school was established on or before January 1, 2009;
 - c. The expansion occurs on a tax lot:
 - (1) On which the school was established; or
 - (2) Contiguous to and, on January 1, 2015, under the same ownership as the tax lot on which the school was established; and

d. The school is a public or private school for kindergarten through grade 12.

2. An expansion cannot be denied under DCC 18.120.010(B) upon any rule or condition establishing:
 - a. A maximum capacity of people in the structure or group of structures;
 - b. A minimum distance between structures; or
 - c. A maximum density of structures per acre.

C. Verification of Nonconforming Use.

1. Subject to the procedures set forth in DCC 18.120.010 and in DCC Title 22 for processing declaratory rulings, the planning division will verify whether or not a use constitutes a valid nonconforming use in accordance with the provisions of DCC 18.120.010 and applicable state law. Verification of the existence of a nonconforming use is required prior to or concurrent with any application to alter or restore the use.
2. Subject to DCC 18.120.010(F)(2), the applicant shall demonstrate all of the following:
 - a. The nonconforming use was lawfully established on or before the effective date of the provisions of the zoning ordinance prohibiting the use or had proceeded so far toward lawful completion as of the date it became nonconforming that a right to complete and maintain the use would be vested;
 - b. The nonconforming use as it existed on the date it became nonconforming, considering the nature and the extent of the actual use of the property, has continued without abandonment or interruption; and
 - c. Any alteration in the nature and extent of the nonconforming use was done in compliance with applicable zoning ordinance standards governing alterations of non-conforming uses.
3. For purposes of determining whether an abandonment or interruption of use has occurred, the following shall apply:
 - a. The reference period for determining whether an abandonment or interruption of a nonconforming use or an aspect thereof has occurred shall be one year.
 - b. An abandonment or interruption in a use or portion thereof may arise from the complete cessation of actual use of a property for a one-year period or may arise from a change in the nature or extent of the use made of the property for a one-year period or more.
 - c. An interruption or abandonment that constitutes less than full cessation of the use or a portion thereof may, in accordance with DCC 18.120.010(F)(4), result in a declaration of a continuing use, but of a lesser intensity or scope than what would have been allowable if the nature and extent of the use as of the date it became nonconforming had continued.
 - d. Absent an approved alteration, a change in the nature of the use may result in a determination that the use has been abandoned or has ceased if there are no common elements between the activities of the previous use and the current use.
 - e. Change of ownership or occupancy shall not constitute an interruption or abandonment, provided that, absent an approved alteration, the continuing use

made of the property falls within the allowed scope of use made of the property by previous owners or occupants.

- f. Factors to be considered in determining whether there has been a change in the nature and/or extent of a use shall include, but are not limited to, consideration of the type of activities being conducted, the operating characteristics of the activities associated with the use (including off-site impacts of those activities), the frequency of use, the hours of operation, changes in structures associated with the use and changes in the degree to which the activities associated with the use occupy the site.

D. Maintenance of a nonconforming use. Normal maintenance of a verified nonconforming use or structure shall be permitted. Maintenance does not include alterations which are subject to DCC 18.120.010(E).

E. Restoration or replacement of a nonconforming use. A verified nonconforming use may be restored or replaced if all of the following criteria are met:

1. Restoration is made necessary by fire, natural disaster or other casualty;
2. The nonconforming use is restored or replaced on the same location and is the same size or smaller than it was prior to the damage or destruction; and
3. The restoration or replacement of the nonconforming use is commenced within one year of the damage or destruction.

F. Alteration of a nonconforming use.

1. The alteration of a nonconforming use shall be permitted when necessary to comply with any lawful requirement.
2. Any other alteration to a nonconforming use may be permitted subject to all applicable provisions of DCC Title 18, including site plan review and upon a finding that the alteration will have no greater adverse impact on the neighborhood.
3. For the purposes of DCC 18.120.010(~~EF~~)(2), an “alteration of a nonconforming use” shall include any change in the use of the property that would constitute a change in the nature or extent of the use of the property.

G. Procedure.

1. Any application for verification of a nonconforming use or to expand, alter, restore or replace a nonconforming use shall be processed in conformance with the applicable procedures set forth in DC 18.120.010 and the applicable procedures of DCC Title 22, the Deschutes County Uniform Development Procedures Ordinance.
2. Notwithstanding DCC 22.20.010, the initial decision on an application for an alteration of a nonconforming use shall be made administratively, without a public hearing. The Planning Director may give prior notice of the pending application pursuant to DCC 22.20.020.
3. Except as allowed by DCC 18.120.010(F)(3)(a), the burden of proof shall be on a verification applicant to prove the existence, continuity, nature and extent of the use.
 - a. Notwithstanding DCC 22.24.050, if an applicant demonstrates by a preponderance of the evidence that the nature and extent of the use sought to be verified is of the same nature and extent as the use of the property for the ten-year

period immediately preceding the application, without interruption or abandonment, it shall be presumed that the nonconforming use, as proven, lawfully existed at the time the use became nonconforming and has continued without interruption or abandonment until the date of application.

b. The presumption may be rebutted by a preponderance of evidence showing that the use was unlawful prior to the time it became nonconforming, or that the use prior to the ten-year period was of a different nature or different in extent than the use, as proven, or that the use prior to the ten-year period was interrupted or abandoned. If the presumption is so rebutted, the presumption shall disappear and be of no further aid to the applicant.

- 4. If the proof demonstrates the continued existence of a valid non-conforming use, but of a different nature or extent than that claimed by the applicant, the Hearings Body may declare there to be a valid nonconforming use to the extent proven.
- 5. An approval of a verification, replacement or restoration of a nonconforming use verification shall not be conditioned; an approval shall be sufficiently detailed to describe the allowed parameters of the verified use. However, an approval of an alteration of a nonconforming use may be conditioned in a manner calculated to ensure mitigation of adverse impacts so that the change has no greater adverse impact to the neighborhood.
- 6. After a decision has been rendered on an application for a verification of a nonconforming use (including any appeals provided for under DCC Title 22 and under state law), the applicant shall not be entitled to reapply under DCC 22.28.040 for another verification determination involving the same use of the property.

HISTORY

- Adopted by Ord. [PL-15 §6.010](#) on 11/1/1979*
- Amended by Ord. [91-038 §1](#) on 9/30/1991*
- Amended by Ord. [93-043 §20](#) on 8/25/1993*
- Amended by Ord. [95-050 §1](#) on 6/28/1995*
- Amended by Ord. [98-037 §1](#) on 8/26/1998*
- Amended by Ord. [2004-013 §13](#) on 9/21/2004*
- Amended by Ord. [2020-022 §1](#) on 5/20/2020*
- [Amended by Ord. 2021-013 §14 on XX/XX/2021](#)*

CHAPTER 19.76 SITE PLAN REVIEW

19.76.090 Deschutes River Corridor Design Review

19.76.090 Deschutes River Corridor Design Review

A. Purpose. It is the purpose of the Deschutes River Corridor Design Review to ensure compliance with the objectives of DCC Title 19 and the goals and policies relating to the Deschutes River in the Bend Area General Plan. The purpose shall also be to:

1. Recognize and respect the unusual natural beauty and character of the Deschutes River.
2. Conserve and enhance the existing riparian zone along the Deschutes River.
3. Allow the community flexibility in reviewing development proposals within the Areas of Special Interest that are designated on the Bend Area General Plan.
4. Maintain the scenic quality of the canyon and rimrock areas of the Deschutes River.
5. Conserve and enhance property values.

In considering a Design Plan, ~~Deschutes County the Bend Urban Area Planning Commission~~ shall utilize an appropriate review body as described in DCC Title 22.24 and take into account the impact of the proposed development on nearby properties, on the capacity of the street system, on land values and development potential of the area, and on the appearance of the street and community.

B. The following areas and uses are exempt from the Deschutes River Design Review process:

1. Public streets and utility facilities existing as of the date of adoption of DCC Title 19. Notwithstanding anything to the contrary in DCC Title 19, a variance may be granted to the mandatory 40 foot setback for future public streets and utility facilities.
2. Irrigation facilities, canals and flumes existing as of the date of adoption of DCC Title 19.

C. Design Review Procedure. All new development, structures, additions and exterior alterations to structures, including outside storage and off-street parking lots within the Deschutes River Corridor, are subject to a Design Review process.

1. Prior to filing a design review application, the applicant shall confer with the Planning Director concerning the requirements of formal application.
2. The design review application shall be filed on a form provided by the Planning Division and shall be accompanied by drawings and information as specified by the Planning Division. Copies of the plan shall be submitted and such additional information as is deemed necessary for the Planning Director or review body ~~Bend Urban Area Planning Commission~~ to adequately review the application.
3. The review body ~~Bend Urban Area Planning Commission~~ or Planning Director shall in accordance with DCC Title 19 and DCC Title 22 approve, approve with conditions, or disapprove the design plan. In approving the plan, the review body ~~Bend Urban Area Planning Commission~~ or Planning Director shall find that all provisions of DCC Title 19 are complied with and that all buildings and facilities, access points, parking loading facilities, lighting, and walls or fences are so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected, and there will be minimal adverse effect on surrounding property and the river corridor. The decision of the review body ~~Bend Urban Area Planning Commission~~ or Planning Director shall be final unless appealed in accordance with applicable provisions of DCC Title 22.

D. Minimum Standards. All development within the Deschutes River Corridor shall meet the following

minimum standards for development:

- 1. Building Setbacks. For the areas described below, the setback for all new development shall be a minimum of 100 feet from the ordinary high water mark unless the applicant can demonstrate that a lesser setback is warranted, due to lot size and shape, topography, preservation of natural vegetation, view corridors, and subject to the criteria in DCC 19.76.090(E). In no case shall the setback be less than 40 feet from the ordinary high water mark of the Deschutes River. The term "new development" shall not include rebuilding an existing structure provided that the rebuilt structure is comparable in size, profile, use and location to the structure that previously existed.
 - a. The east and west banks from the southern boundary of the City of Bend to the southern boundary of the Bend Urban Area;
 - b. The east and west banks from the northern boundary of the City of Bend to the northern boundary of the Bend Urban Area.

- 2. Building Heights. Maximum structure height shall be limited to 30 feet at the minimum setback line. The ~~review body Bend Urban Area Planning Commission~~ may allow increases in building heights up to the allowed height in the underlying zone the farther the building sets back from the river. The ~~review body Bend Urban Area Planning Commission~~ may limit building height the closer to the river a building is allowed. The building height shall be measured from the lowest natural grade facing the river to the highest measurable point on or projecting from the roof of the structure.

E. Site and Design Review Criteria. In addition to the minimum standards above, the ~~review body Bend Urban Area Planning Commission~~ shall review the development using the following design criteria:

- 1. Conservation of natural features. Major rock outcrops, stands of trees or other prominent natural features are an important part of the visual character and duality of the community. The ~~review body Bend Urban Area Planning Commission~~ shall review the applicant's proposal for impacts on these resources and may limit the amount of removal, require additional screening, or moving or reducing in size the development addition or structure in order to preserve to the greatest extent possible, existing natural features.
- 2. Compatibility with existing area. The ~~review body Bend Urban Area Planning Commission~~ shall consider the relationship of the proposed development with the existing surroundings, in terms of building bulk, height, location, separation, shape, parking areas, lighting, fences, landscaping, open space, visual and physical corridors to the river and adjacent land use. The ~~review body Bend Urban Area Planning Commission~~ may establish increased setbacks, limitations of building heights, and limitations on the bulk and length of buildings, limitations on lighting, landscaping, fences, size and shape of windows facing the river, size and location of parking, and outdoor storage areas in order to carry out the purpose of DCC Title 19.
- 3. Colors and Materials. The ~~review body Bend Urban Area Planning Commission~~ shall consider colors and materials. The ~~review body Bend Urban Area Planning Commission~~ may require new structures and additions to existing structures to be finished in muted earth tones that blend with and reduce contrast with the surrounding vegetation and landscape of the building site or colors that are compatible with adjacent buildings.
- 4. No large areas, including roofs, shall be finished with bright or reflective materials. Metal roofing material is permitted if it is nonreflective and of a color which blends with the surrounding vegetation and landscape.

HISTORY

Adopted by Ord. [PL-11](#) on 7/11/1979
Repealed & Reenacted by Ord. [90-038 §1](#) on 10/3/1990
Amended by Ord. [94-027 §3](#) on 6/15/1994
Amended by Ord. [2021-013 §15](#) on XX/XX/2021

CHAPTER 22.04 INTRODUCTION AND DEFINITIONS

22.04.020 Definitions

22.04.020 Definitions

"Development action" means the review of any permit, authorization or determination that the Deschutes County Community Development Department is requested to issue, give or make that either:

- A. Involves the application of a County zoning ordinance or the County subdivision and partition ordinance and is not a land use action as defined below; or
- B. Involves the application of standards other than those referred to in ~~DCC 22.040.030~~subsection (A) above, such as the sign ordinance.

HISTORY

Repealed & Reenacted by Ord. [82-011](#) on 8/9/1982
Repealed & Reenacted by Ord. [90-007 §1](#) on 12/7/1990
Amended by Ord. [95-045 §1](#) on 6/28/1995
Amended by Ord. [96-071 §1A](#) on 12/30/1996
Amended by Ord. [2017-015 §3](#) on 11/1/2017
Amended by Ord. [2020-007 §19](#) on 10/27/2020
[Amended by Ord. 2021-013 §16 on XX/XX/2021](#)

CHAPTER 22.24 LAND USE ACTION HEARINGS

22.24.130 Close Of The Record

22.24.130 Close Of The Record

- A. Except as set forth herein, the record shall be closed to further testimony or submission of further argument or evidence at the end of the presentations before the Hearings Body.
- B. If the hearing is continued or the record is held open under DCC 22.24.140, further evidence or testimony shall be taken only in accordance with the provisions of DCC 22.24.140.
- C. Otherwise, further testimony or evidence will be allowed only if the record is reopened under DCC 22.24.160.
- D. Unless waived by the applicant, the Hearings Body shall allow the applicant at least seven days after the record is closed to all other parties to submit final written arguments in support of the application. The applicant's final submittal shall be considered part of the record, but shall not include any new evidence. This seven-day period shall not be subject to the limitations of ORS 215.427, ORS 215.429, or DCC 22.20.040.~~An applicant shall be allowed, unless waived, to submit final written arguments in support of its application after the record in the initial hearing has closed within such time limits as the Hearings Body shall set. The Hearings Body shall allow applicant at least seven days to submit its argument, which time shall be counted against the 150-day clock.~~

HISTORY

- Repealed & Reenacted by Ord. [82-011](#) on 8/9/1982*
- Repealed & Reenacted by Ord. [90-007 §1](#) on 12/7/1990*
- Amended by Ord. [95-045 §19](#) on 6/28/1995*
- Amended by Ord. [96-071 §1D](#) on 12/30/1996*
- Amended by Ord. [99-031 §8](#) on 10/27/1999*
- Amended by Ord. [2006-010 §9](#) on 8/29/2006*
- Amended by Ord. [2021-013 §17](#) on XX/XX/2021*



FINDINGS HOUSEKEEPING TEXT AMENDMENTS

I. APPLICABLE CRITERIA:

Title 22, Deschutes County Development Procedures Ordinance

II. BACKGROUND:

The Planning Division regularly amends Deschutes County Code (DCC) and the Comprehensive Plan to correct minor errors identified by staff, other County departments, and the public. This process, commonly referred to as housekeeping, also incorporates updates from rulemaking at the state level through amendments to Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR), and allows for less substantive code changes to continue efficient County operations.

The last time Deschutes County adopted housekeeping amendments occurred in July 2020.¹

III. BASIC FINDINGS:

The Planning Division determined minor changes were necessary to clarify existing standards and procedural requirements, include less substantive code alterations, incorporate changes to state law, and correct errors found in various sections of the Deschutes County Code (DCC). Staff initiated the proposed changes and notified the Oregon Department of Land Conservation and Development on September 23, 2021 (File no. 247-21-000862-TA). As demonstrated in the findings below, the amendments remain consistent with Deschutes County Code, the Deschutes County Comprehensive Plan, and the Statewide Planning Goals.

IV. FINDINGS:

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the

¹ Ordinance 2020-007.

Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.

FINDING: This criterion is met because a public hearing was held before the Deschutes County Planning Commission on November 18, 2021 and before the Board of County Commissioners (Board) on December 15, 2021.

Section 22.12.020, Notice

Notice

A. Published Notice

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

FINDING: This criterion is met as notice was published in *The Bulletin* newspaper on September 29, 2021 for the Planning Commission public hearing and November 30, 2021 for the Board public hearing.

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

FINDING: This criterion is met as notice was posted on the bulletin board in the lobby of the Deschutes County Community Development Department, 117 NW Lafayette, Bend, as well as on the Planning Division website.

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

FINDING: The proposed amendments are legislative and do not apply to any specific property. Therefore, individual notice is not required.

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

FINDING: Notice was provided to the County public information official for wider media distribution. This criterion has been met.

Section 22.12.030 Initiation of Legislative Changes.

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

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board, and has received a fee waiver. This criterion has been met.

Section 22.12.040. Hearings Body

- A. The following shall serve as hearings or review body for legislative changes in this order:**
 - 1. The Planning Commission.**
 - 2. The Board of County Commissioners.**
- B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.**

FINDING: This criterion is met as the Planning Commission held a public hearing on November 18, 2021. The Planning Commission recommended approval of the proposed amendments unanimously. The Board held their own public hearing on December 15, 2021.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes included in file no. 247-21-000862-TA will be implemented by ordinances upon approval and adoption by the Board.

V. PROPOSED TEXT AMENDMENTS:

The proposed text amendments are detailed in the referenced ordinance with additional text identified by underline and deleted text by ~~striketrough~~. Below are summary explanations of the proposed changes.

Title 15, Buildings and Construction:

Chapter 15.04. BUILDINGS AND CONSTRUCTION CODES AND REGULATIONS - (See Exhibit A)

Section 15.04.080. Fire Code; Adopted

DCC 15.04.080 contains a reference to the “2019 edition of the International Fire Code” as the locally adopted and applicable fire code for Deschutes County. The proposed amendment would alter this language to reference the “currently adopted edition of the International Fire Code” as well as OAR 837-040-0010 wherein the state of Oregon formally adopts the Fire Code, to prevent the need for further code amendments when future iterations of the International Fire Code are promulgated. Similar language was previously included in County Code, but was unintentionally altered by Ordinance no. 2020-007.

Title 17, Subdivisions:**Chapter 17.24. FINAL PLAT****Section 17.24.150. Recording - (See Exhibit B)**

DCC 17.24.150(B) contains a reference to “blue line” copies of final plats and “cartography” fees when recording documents with the Planning Division. These specific standards are no longer required during the final plat recording process, and the proposed changes reflect the contemporary recording standards.

Title 18, County Zoning:**Chapter 18.04. TITLE, PURPOSE, AND DEFINITION - (See Exhibit C)****Section 18.04.030. Definitions**

The current definition for Manufactured Home states: "Manufactured home shall have the meaning as set forth in ORS 446.003(24)(a)." The amendment corrects the ORS Reference to state: ORS 446.003.

Includes a new definition for “Facility for the processing of farm products,” as described in ORS 215.255. This definition was previously established in DCC 18.16.025(l).

The definition for “Current employment of land for farm use” contains two incorrect references for processing facilities allowed under DCC 18.16.025 and commercial activities in conjunction with farm use under DCC 18.16.030. The proposed amendments alter these references to the correct code sections describing processing facilities and commercial activities in conjunction with farm use.

Chapter 18.16. EXCLUSIVE FARM USE ZONES - (See Exhibit D)**Section 18.16.023. Lawfully Established Dwelling Replacement**

In conformance with House Bill 3024 and OAR 660-033-0130, the amendment prohibits the County from considering property tax classification of dwellings deemed unsafe for occupancy or constituting an attractive nuisance, or dwellings that were previously removed, destroyed, demolished or converted to nonresidential uses when reviewing applications for replacement dwellings on lands zoned for exclusive farm use. The amendments also more broadly align County Code with the current replacement dwelling standards of OAR 660-033-0130. No additional uses or restrictions are included within the general OAR alignment edits.

Section 18.16.025. Uses Permitted Subject To The Special Provisions Under DCC Section 18.16.038 Or DCC Section 18.16.042 And A Review Under DCC Chapter 18.124 Where Applicable

In conformance with House Bill 2106 and OAR 660-033-0010, the amendment alters the established date requirements for any farm building used for dog training classes or testing trials.

In conformance with House Bill 2844 and ORS 215.255(2)(b), the amendment adds a new farm crop processing use, provided that the operation uses less than 2,500 square feet for its processing area. Pursuant to OAR 660-033-0130, the County may not impose any siting requirements which would prohibit these uses from being established on a property. Additionally, the proposed edits more generally align County Code with the OAR 660-033-0130 language describing facilities for processing of farm crops. No additional uses or restrictions are included within the general OAR alignment edits.

Section 18.16.030. Conditional Uses Permitted – High-Value and Non-High Value Farmland

DCC 18.16.030(D) currently implies that a medical hardship dwelling in the EFU Zone can only be a manufactured home or a recreation vehicle (RV). However, OAR 660-033-0130 also allows existing buildings to be used for temporary hardship dwellings. This amendment will maintain conformance with the existing hardship dwelling standards of DCC 18.16.050(H)(1)(a) and OAR 660-033-0130.

Section 18.16.050. Standards for Dwellings in the EFU Zones

DCC 18.16.050(A) references 18.16.030(A). 18.16.050(A) should reference 18.16.025(A) to address “dwellings customarily provided in conjunction with farm use.”

In conformance with OAR 660-033-0135, the amendment adds “Except for seasonal farmworker housing approved prior to 2001” to all references of “no other dwelling on the subject tract” and/or “land.”

Chapter 18.32. MULTIPLE USE AGRICULTURAL ZONE – MUA - (See Exhibit E)

Section 18.32.030. Conditional Uses Permitted

DCC 18.32.030(AD) contains a reference to OAR 660-004-0040(7)(g), which does not exist. The amendment adds the correct reference which outlines Goal 14 exceptions for new manufactured home parks which exceed the density allowed under OAR 660-004-0040.

Chapter 18.36. FOREST USE ZONE; F-1 - (See Exhibit F)

Section 18.36.050. Standards For Single-Family Dwellings

In conformance with House Bill 2225 and OAR 660-006-0027, the amendment adds additional standards and clarifications for template dwellings approved in the Forest Zone, as well as general conformance edits in line with the OAR language. The amendments associated with OAR 660-006-0027 do not become active across all jurisdictions until November 1, 2021.

Chapter 18.40. FOREST USE ZONE; F-2 - (See Exhibit G)

Section 18.40.050. Standards For Single-Family Dwellings

In conformance with House Bill 2225 and OAR 660-006-0027, the amendment adds additional standards and clarifications for template dwellings approved in the Forest Zone, as well as general conformance edits in line with the OAR language. The amendments associated with OAR 660-006-0027 do not become active across all jurisdictions until November 1, 2021.

Chapter 18.67. TUMALO RURAL COMMUNITY ZONING DISTRICTS - (See Exhibit H)

Section 18.67.020. Residential (TuR) District

DCC 18.67.020(D)(2)(b) currently reads “the standards set forth in DCC 18.67.020(C)(1) shall apply.” This reference was unintentionally established by Ordinance 2020-010, as part of the broader child care amendments. The amendment changes this reference back to its original state, with the correct use listed as DCC 18.67.020(D)(1).

Section 18.67.040. Commercial (TuC) District

DCC 18.67.040(D) currently contains a reference to DCC 18.67.040(C)(11), which describes wireless communication facilities. This reference was established by Ordinance 2020-010, as part of the broader child care amendments. The previous reference listed under DCC 18.67.040(D) referred to “The following uses may be conducted in a building or buildings not to exceed 10,000 square feet of floor space...” The amendment changes this reference back to its original state, with the correct use listed as DCC 18.67.040(C)(10).

Chapter 18.74. RURAL COMMERCIAL ZONE - (See Exhibit I)

Section 18.74.020. Uses Permitted; Deschutes Junction And Deschutes River Woods Store

DCC 18.74.020(B) states “Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116 and 18.128.” DCC 18.128 refers to the Conditional Use chapter rather than the Site Plan chapter. The amendment alters DCC 18.74.020(B) to reflect the actual Site Plan chapter, DCC 18.124.

Chapter 18.80. AIRPORT SAFETY COMBINING ZONE; A-S - (See Exhibit J)

Section 18.80.044. Land Use Compatibility

DCC 18.80.044(A) refers to FAA Order 5100.38A. However, FAA Order 5100.38A has been canceled and replaced with FAA Order 5100.38D. The amendment alters DCC 18.80.044(A) to remove any specific FAA chapter references, but still maintain compliance with the FAA guidance established in Order 5100.38(D).

Chapter 18.84. LANDSCAPE MANAGEMENT COMBINING ZONE; LM - (See Exhibit K)

Section 18.84.010. Purpose

DCC 18.84.010 currently states “The purposes of the Land Management Combining Zone...” The amendment corrects the reference to the zoning chapter title as “Landscape Management Combining Zone.”

Chapter 18.108. URBAN UNINCORPORATED COMMUNITY ZONE; SUNRIVER - (See Exhibit L)

Section 18.108.110. Business Park; BP District

DCC 18.108.110(D) states “Any of the uses listed in DCC 18.108.110(A)(6) or (B)(6) may be allowed in a building or buildings each exceeding 8,000 square feet of floor space if the Planning Director or Hearings Body finds...” Reference to 18.108.110(A)(6) is for “Religious institutions or assemblies.” DCC 18.108.110(A)(6) originally referred to “A building or buildings each not exceeding 8,000 square feet of floor space...” This reference was unintentionally altered pursuant to Ordinance 2012-002 and Ordinance 2019-008. Given the unintentional reference change, and the provisions of the Religious Land Use and Institutionalized Persons Act (RLUIPA), the amendment changes this reference back to its original state, with the correct use listed as DCC 18.108.110(A)(8).

Chapter 18.116. SUPPLEMENTARY PROVISIONS - (See Exhibit M)

Section 18.116.330. Marijuana Production, Processing, Retailing, And Wholesaling

DCC 18.116.330(B) needs clarification to better outline legislative intent. Specifically, DCC 18.116.330(B) contains the language “A change in location for a marijuana production or processing use is prohibited by DCC 18.120.010 and DCC 22.36.040 as any location change will have a greater adverse impact on the neighborhood and/or significant additional impacts on surrounding properties.” An argument could be made that the term a “location change” refers to intra-property changes, inter-property changes, or both, thereby prohibiting both. Staff understands the original intent to preclude only inter-property location changes (i.e. - relocation of a marijuana production or processing use to another property/parcel). The amendment clarifies the existing code language to ensure this intent is more clearly stated.

Chapter 18.120. EXCEPTIONS - (See Exhibit N)

Section 18.120.010. Nonconforming Uses

DCC 18.120.010(F)(3) states “For the purposes of DCC 18.120.010(E)(2), an “alteration of a nonconforming use” shall include any change in the use of the property that would constitute a change in the nature or extent of the use of the property.” The amendment changes the reference to correctly identify the standards for “alteration of a nonconforming use.”

Title 19, Bend Urban Growth Boundary Zoning Ordinance:

Chapter 19.76. SITE PLAN REVIEW - (See Exhibit O)

Section 19.76.090. Deschutes River Corridor Design Review

DCC 19.76.090 contains references to the “Bend Urban Area Planning Commission” as the appropriate review body for development which requires site plan and design review in the Deschutes River Corridor for Title 19 properties. However, the Bend Urban Area Planning Commission is no longer an active review body. The amendment replaces this language with a reference to DCC 22.24 when determining an appropriate review body for all new site plan development which occurs in Title 19 areas associated with the Deschutes River Corridor. DCC 22.24.020 describes the appropriate review body proceedings for all other County land use action hearings.

Title 22, DESCHUTES COUNTY DEVELOPMENT PROCEDURES ORDINANCE:

Chapter 22.04. INTRODUCTION AND DEFINITIONS - (See Exhibit P)

Section 22.04.020. Definitions

“Development Actions” (B) states: “Involves the application of standards other than those referred to in DCC 22.040.030(A), such as the sign ordinance.” DCC 22.04.030(A) has been repealed. Ordinance 95-045 contains a reference to section (A) of the “Development Actions” definition. Subsequent Ordinance 96-071 provided each definition in DCC 22.04 with a given a section number, including section 22.04.030 for Development Actions. Subsequent ordinances removed section numbers from definitions in Title 22 broadly. The amendment removes the irrelevant section number from the “Development Actions” definition.

Chapter 22.24. LAND USE ACTION HEARINGS - (See Exhibit Q)

Section 22.24.130. Close Of The Record

The amendment alters DCC 22.24.030(D) to match the requirements of ORS 197.763(6).

VI. CONCLUSION:

Based on the information provided herein, staff recommends the Board of County Commissioners approve the proposed text amendments that make minor changes necessary to clarify existing

standards and procedural requirements, incorporate changes to state law, and to correct errors in the Deschutes County Code.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

“An Ordinance Amending Deschutes County Code Title 22, Procedures Ordinance, to Provide Clarification of Existing Regulations, Procedures, and Policies.” *
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ORDINANCE NO. 2021-014

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File Nos. 247-21-000862-TA) to the Deschutes County Code (“DCC”), Chapter 22.32 – Appeals; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed amendments on November 18, 2021, and subsequently forwarded a recommendation of Approval to the Deschutes County Board of County Commissioners (“Board”); and

WHEREAS, the Board considered this matter after a duly noticed public hearing on December 15, 2021, and concluded that the public will benefit from the proposed changes to Deschutes County Code Chapter Title 22;

NOW, THEREFORE,

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

Section 1. AMENDMENT. Deschutes County Code Chapter 22.32, Appeals, is amended to read as described in Exhibit “A”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in strikethrough.

Section 2. FINDINGS. The Board adopts as its findings Exhibit “B”, attached and incorporated by reference herein.

Section 3. EMERGENCY. This Ordinance being necessary to ensure consistency with new operating hours for the Community Development Department (CDD) office, an emergency is declared to exist, and this Ordinance becomes effective January 3, 2022 after adoption.

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PHILIP CHANG, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR

Date of 1st Reading: _____ day of _____, 2021.

Date of 2nd Reading: _____ day of _____, 2021.

Record of Adoption Vote:

| Commissioner | Yes | No | Abstained | Excused |
|----------------|-----|-----|-----------|---------|
| Anthony DeBone | ___ | ___ | ___ | ___ |
| Philip Chang | ___ | ___ | ___ | ___ |
| Patti Adair | ___ | ___ | ___ | ___ |

Effective date: _____ day of _____, 2021.

CHAPTER 22.32 APPEALS

22.32.015 Filing Appeals

22.32.015 Filing Appeals

- A. To file an appeal, an appellant must file a completed notice of appeal on a form prescribed by the Planning Division and an appeal fee.
- B. Unless a request for reconsideration has been filed, the notice of appeal and appeal fee must be received at the offices of the Deschutes County Community Development Department no later than 54:00 PM on the twelfth day following mailing of the decision. If a decision has been modified on reconsideration, an appeal must be filed no later than 54:00 PM on the twelfth day following mailing of the decision as modified. Notices of Appeals may not be received by facsimile machine.
- C. If the Board of County Commissioners is the Hearings Body and the Board declines review, a portion of the appeal fee may be refunded. The amount of any refund will depend upon the actual costs incurred by the County in reviewing the appeal. When the Board declines review and the decision is subsequently appealed to LUBA, the appeal fee may be applied toward the cost of preparing a transcript of the lower Hearings Body's decision.
- D. The appeal fee shall be paid by method that is acceptable to Deschutes County.

HISTORY

Repealed & Reenacted by Ord. [82-011](#) on 8/9/1982
Repealed & Reenacted by Ord. [90-007 §1](#) on 12/7/1990
Amended by Ord. [92-013 §11](#) on 2/27/1991
Amended by Ord. [94-042 §2](#) on 8/3/1994
Amended by Ord. [95-045 §32](#) on 6/28/1995
Amended by Ord. [96-071 §1G](#) on 12/30/1996
Amended by Ord. [98-019 §2](#) on 3/11/1998
Amended by Ord. [99-031 §15](#) on 10/27/1999
Amended by Ord. [2015-017 §3](#) on 3/28/2016
Amended by Ord. [2018-012 §6](#) on 11/23/2018
Repealed & Reenacted by Ord. [2019-012 §1.2](#) on 12/2/2019
[Amended by Ord. 2021-014 §1 on XX/XX/2021](#)



FINDINGS HOUSEKEEPING TEXT AMENDMENTS

I. APPLICABLE CRITERIA:

Title 22, Deschutes County Development Procedures Ordinance

II. BACKGROUND:

The Planning Division regularly amends Deschutes County Code (DCC) and the Comprehensive Plan to correct minor errors identified by staff, other County departments, and the public. This process, commonly referred to as housekeeping, also incorporates updates from rulemaking at the state level through amendments to Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR), and allows for less substantive code changes to continue efficient County operations.

The last time Deschutes County adopted housekeeping amendments occurred in July 2020.¹

III. BASIC FINDINGS:

The Planning Division determined minor changes were necessary to clarify existing standards and procedural requirements, include less substantive code alterations, incorporate changes to state law, and correct errors found in various sections of the Deschutes County Code (DCC). Staff initiated the proposed changes and notified the Oregon Department of Land Conservation and Development on September 23, 2021 (File no. 247-21-000862-TA). As demonstrated in the findings below, the amendments remain consistent with Deschutes County Code, the Deschutes County Comprehensive Plan, and the Statewide Planning Goals.

IV. FINDINGS:

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the

¹ Ordinance 2020-007.

Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.

FINDING: This criterion is met because a public hearing was held before the Deschutes County Planning Commission on November 18, 2021 and before the Board of County Commissioners (Board) on December 15, 2021.

Section 22.12.020, Notice

Notice

A. Published Notice

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

FINDING: This criterion is met as notice was published in *The Bulletin* newspaper on September 29, 2021 for the Planning Commission public hearing and November 30, 2021 for the Board public hearing.

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

FINDING: This criterion is met as notice was posted on the bulletin board in the lobby of the Deschutes County Community Development Department, 117 NW Lafayette, Bend, as well as on the Planning Division website.

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

FINDING: The proposed amendments are legislative and do not apply to any specific property. Therefore, individual notice is not required.

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

FINDING: Notice was provided to the County public information official for wider media distribution. This criterion has been met.

Section 22.12.030 Initiation of Legislative Changes.

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

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board, and has received a fee waiver. This criterion has been met.

Section 22.12.040. Hearings Body

- A. The following shall serve as hearings or review body for legislative changes in this order:**
 - 1. The Planning Commission.**
 - 2. The Board of County Commissioners.**
- B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.**

FINDING: This criterion is met as the Planning Commission held a public hearing on November 18, 2021. The Planning Commission recommended approval of the proposed amendments unanimously. The Board held their own public hearing on December 15, 2021.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes included in file no. 247-21-000862-TA will be implemented by ordinances upon approval and adoption by the Board.

V. PROPOSED TEXT AMENDMENTS:

The proposed text amendments are detailed in the referenced ordinance with additional text identified by underline and deleted text by ~~striketrough~~. Below are summary explanations of the proposed changes.

Chapter 22.32. APPEALS - (See Exhibit A)

Section 22.32.015. Filing Appeals

To provide effective customer service, the Board of County Commissioners have augmented the visitor hours for the main Community Development Department (CDD) office at 117 NW Lafayette Ave, Bend. Beginning December 1st, 2021, the main CDD office will close to visitors starting at 4:00 PM rather than 5:00 PM. The proposed amendment alters DCC 22.32.015(B) to accommodate the appeals process and notify applicants of their obligations when filing a formal appeal. After implementation of the subject amendment, applicants will be required to file any appeals by 4:00 PM on the twelfth day following mailing of the decision or on the twelfth day following mailing of a modified decision.

VI. CONCLUSION:

Based on the information provided herein, staff recommends the Board of County Commissioners approve the proposed text amendments that make minor changes necessary to clarify existing standards and procedural requirements, incorporate changes to state law, and to correct errors in the Deschutes County Code.

NOTICE OF PUBLIC HEARING

MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, Deschutes County public hearings have been conducted primarily in a virtual format. Additionally, on August 13, 2021, the Public Health Division of the Oregon Health Authority adopted into Administrative Rule requirements that all persons 5 years of age or older must wear face coverings and/or masks in indoor spaces (OAR 333-019-1025).

The Deschutes County Board of Commissioners will conduct the public hearing described below by video and telephone. If participation by video and telephone is not possible, in-person testimony is available. Options for participating in the public hearing are detailed in the Public Hearing Participation section.

PROJECT DESCRIPTION

- FILE NUMBER: 247-21-000862-TA
- APPLICANT: Deschutes County Community Development Department
- PROPOSAL: Text Amendments (“Housekeeping Amendments”) to clarify existing standards and procedural requirements, incorporate changes to state and federal law, and to correct errors found in various sections of the Deschutes County Code
- HEARING DATE: Wednesday, December 15, 2021
- HEARING START: 9:00 am
- STAFF CONTACT: Kyle Collins, Associate Planner
Kyle.Collins@deschutes.org, 541-383-4427
- DOCUMENTS: Can be viewed and downloaded from:
www.buildingpermits.oregon.gov and <http://dial.deschutes.org>

PUBLIC HEARING PARTICIPATION

- If you wish to provide testimony during the public hearing, please contact the staff planner by 5 pm on December 14, 2021. Testimony can be provided as described below.
- Members of the public may listen, view, and/or participate in this hearing using Zoom. Using Zoom is free of charge. To login to the electronic meeting online using your computer, copy this link:
<https://us02web.zoom.us/j/87039377975?pwd=SER5ZDc4dCtyeHZhbzlsZHpiUUdrQT09>

Using this option may require you to download the Zoom app to your device.

- Members of the public can access the meeting via telephone, dial 1-346-248-7799. When prompted, enter the following: Webinar ID: 870-3937-7975 and Password: 453709.
- If participation during the hearing by video and telephone is not possible, the public can provide testimony in person at 9:00 am in the Barnes and Sawyer Rooms of the Deschutes Services Center, 1300 NW Wall Street, Bend. Please be aware County staff will enforce the 6-foot social distancing standard in the hearing room. Additionally, all participants attending in person must wear a face covering at all times.

Copies of the staff report, application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at the Planning Division at no cost and can be purchased for 25 cents a page. The staff report should be made available 7 days prior to the date set for the hearing. Documents are also available online at www.deschutes.org.

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, please contact the staff planner identified above.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 15, 2021

SUBJECT: Consideration of Board approval and Chair Signature of OHA #173133, Document No. 2021-972.

RECOMMENDED MOTION:

Move Board approval and Chair Signature of OHA #173133, Document No. 2021-972.

BACKGROUND AND POLICY IMPLICATIONS:

The Intergovernmental Agreement (#173133) 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.

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.

OHA knows what it needs to do to improve health care: focus on health and preventive care, provide care for everyone and reduce waste in the health care system. OHA includes most of the state's health care programs, including Mental Health, the Oregon Health Plan, Oregon Children's Health Insurance Program employee benefits and public-private partnerships. This gives the state greater purchasing and market power to begin tackling issues with costs, quality, lack of preventive care and health care access.

OHA is working to fundamentally improve how health care is delivered and paid for, but because poor health is only partially due to lack of medical care, OHA will also be working to reduce health disparities and to broaden the state's focus on prevention.

The Health Authority will transform the health care system in Oregon by:

- Improving the lifelong health of Oregonians
Increasing the quality, reliability, and availability of care for all Oregonians
Lowering or containing the cost of care so it's affordable to everyone

Deschutes County Health Services was formed in 2009 as a consolidation of the County's Health Department and Mental Health Department. The department offers services at more than 40 locations in Deschutes County including public schools; health clinics in Bend, La Pine, Redmond and Sisters; seven

school-based health clinics; agencies such as the KIDS Center and the State of Oregon Department of Human Services; area hospitals; care facilities and homes.

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.

BUDGET IMPACTS:

\$5,537,849.26.

ATTENDANCE:

Janice Garceau, Deputy Director; Cheryl Smallman, Business Officer

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 173133 _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

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:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact: **Contractor Phone #:**

Type of Document: Intergovernmental Agreement #173133

Goods and/or Services: The Intergovernmental Agreement (#173133) 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.

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.

OHA knows what it needs to do to improve health care: focus on health and preventive care, provide care for everyone and reduce waste in the health care system. OHA includes most of the state's health care programs, including Mental Health, the Oregon Health Plan, Healthy Kids, employee benefits and public-private partnerships. This gives the state greater purchasing and market power to begin tackling issues with costs, quality, lack of preventive care and health care access.

OHA is working to fundamentally improve how health care is delivered and paid for, but because poor health is only partially due to lack of medical care, OHA will also be working to reduce health disparities and to broaden the state's focus on prevention.

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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:

Ending Date:

Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

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:

Deputy Director Approval:

Department Director Approval:

Signature: Janice Garceau
Janice Garceau (Dec 3, 2021 15:05 PST)

Signature: George A Conway
George A Conway (Dec 6, 2021 16:57 PST)

Email: janice.garceau@deschutes.org

Email: george.conway@deschutes.org

Title: Behavioral Health Director

Title: Director

Company: Deschutes County Health Services

Company: DCHS

Distribution of Document: Grace Justice Evans at Health Services.

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: 2021-972

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

AGREEMENT # 173133

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Deschutes County**, a political subdivision of the State of Oregon ("County").

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on January 1, 2022. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2022.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

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

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

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

3. Signatures.

Deschutes County

By:

| | | | |
|----------------------|--------------|---------------------|-------|
| _____ | Grace Evans | Contract Specialist | _____ |
| 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 Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax & Finance Section, on November 15, 2021; email in Contract file.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT A
DEFINITIONS**

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

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing, and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit F, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
6. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse, or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
8. **Community Mental Health** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances.

9. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
10. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
11. **“DHS”** means the Department of Human Services of the State of Oregon.
12. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality, or program of the federal government of the United States.
13. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
14. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
15. **“Health Systems Division” or “HSD”** means for the purpose of this Agreement, the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
16. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
17. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
18. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;
 - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or

- c. A regional local mental health authority comprised of two or more boards of county commissioners.
19. **“Local Plan” or “Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.
20. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that are:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
22. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
23. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children, and adult Community Mental Health Services, and maintaining custody of persons committed to the state by courts for care and treatment of mental illness.
24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit E, “Special Terms and Conditions.”
25. **“Problem Gambling Services”** means prevention, treatment, maintenance, and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling Services and Gambling Disorder will be used interchangeably.
26. **“Program Area”** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.
27. **“Provider”** has the meaning set forth in section 5 of Exhibit F, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.

28. **“Provider Contract”** has the meaning set forth in Exhibit F, “General Terms and Conditions,” section 5.
29. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
- Schizophrenia and other psychotic disorders;
 - Major depressive disorder;
 - Bipolar disorder;
 - Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - Schizotypal personality disorder; or
 - Borderline personality disorder.
30. **“Service(s)”** or **“Service Element(s)”** means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

| Service Name | Service Code |
|--|---------------------|
| 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 |

| Service Name | Service Code |
|---|---------------------|
| 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 |
| Community Mental Health Crisis Services For Adults and Children | MHS 25 |
| Non-Residential Community Mental Health Services For Youth and Young Adults In Transition | MHS 26 |
| Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition | MHS 27 |
| Residential Community Mental Health Treatment Services For Adults | MHS 28 |
| Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board | MHS 30 |
| Enhanced Care And Enhanced Care Outreach Services | MHS 31 |
| Adult Foster Care Services | MHS 34 |
| Older or Disabled Adult Community Mental Health Services | MHS 35 |
| Pre-Admission Screening and Resident Review Services (PASARR) | MHS 36 |
| Start-Up – Community Mental Health Services | MHS 37 |
| Supported Employment Services | MHS 38 |
| Projects For Assistance In Transition From Homelessness (PATH) Services | MHS 39 |

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

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

33. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
34. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit F, “General Terms and Conditions,” section 3.b.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-1
SERVICE DESCRIPTIONS**

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

1. Service Name: **SYSTEM MANAGEMENT AND COORDINATION –
ADDICTION TREATMENT, RECOVERY & PREVENTION
AND PROBLEM GAMBLING SERVICES**
- Service ID Code: **A&D 03**

a. **Service Description**

System Management and Coordination – Addiction Treatment, Recovery, & Prevention and Problem Gambling Services (A&D 03 Services) is the central management of an Addiction Treatment, Recovery, & Prevention and Problem Gambling Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, “Financial Assistance Award,” of this Agreement. A&D 03 Services include planning and resource development, coordination of Service delivery for Addiction Treatment, Recovery, & Prevention and Problem Gambling Services, negotiation and monitoring of contracts and subcontracts, and documentation of Service delivery in compliance with state and federal requirements.

b. **Performance Requirements**

In providing A&D 03 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

No special reporting requirements.

c. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

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

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

2. Service Name: START-UPService ID Code: **A&D 60****a. Service Description**

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

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

b. Performance Requirements

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

c. Special Reporting Requirements

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

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

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

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

3. **Service Name:** **ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **A&D 61**

a. **Service Description**

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

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

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

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

b. **Performance Requirements**

- (1) Providers of A&D 61 Services paid through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services paid through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.
- (2) Subject to the preference for pregnant women and intravenous drug users described in Exhibit D, “Required Federal Terms and Conditions,” Contractor and Providers of A&D 61 Services paid through this Agreement shall give priority access to such Services first to Individuals referred by the

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

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

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

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Payment Calculation, Disbursement, and Agreement Settlement Procedures**

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

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

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

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

a. **Service Description**

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

b. **Performance Requirements**

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

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

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

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

- (3) Each report shall provide the following information:
 - (a) Number of parents and children residing in the substance use disorder residential treatment facilities, including length of stay; and
 - (b) If the parent of dependent child(ren) are TANF eligible.
- e. **Financial Assistance Calculation, Disbursement and Confirmation of Performance and Reporting Requirements Procedures**
See Exhibit D, "Payment, Settlement, and Confirmation."
Use Payment and Confirmation language, Section 1.f.(2).

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

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

a. **Service Description**

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

Recovery Centers are comprised of and led by people in recovery from Substance Use Disorders, which is defined in OAR 309-019-0105121). The Recovery Centers maintain a structured daily schedule of activities where Peer Delivered Services may be delivered. Recovery Centers serve as recovery resources for the local community.

Facilitating Centers provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding, and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.

Peer Delivered Services means an array of agency or community-based services and supports provided by peers, Peer Support Specialists, and Peer Wellness Specialists to Individuals or family members with similar lived experience. These services are intended to support the needs of Individuals and families, as applicable, as they progress through various stages in their recovery from Substance Use Disorders. Peer Delivered Services include, but are not limited to, the following:

Emotional support. Emotional support refers to demonstrations of empathy, caring, and concern that enhance self-esteem and confidence. Peer mentoring, peer coaching, and peer-led support groups are examples of peer-to-peer recovery services that provide emotional support.

Informational support. Informational support refers to sharing knowledge, information and skills. Peer-led life skills training, job skills training, educational assistance, and health and wellness information are examples of informational support.

Instrumental support. Instrumental support includes modeling and peer-assisted daily-life tasks that people with Substance Use Disorders may lack. Examples of instrumental support include getting to support groups, accessing childcare, completing job applications, locating alcohol and drug-free housing, and obtaining vocational, educational, and navigating health and social service programs.

Affiliational support. Affiliational support facilitates contact with other people to promote learning of social and recreational skills, create a community, and acquire a sense of belonging. Examples of affiliational support include introduction to Recovery Centers, alcohol and drug-free socialization opportunities, and exploring activities.

Family support. Family support includes educational, informational, and affiliation services for family members with relatives (as identified by the family) who are in recovery from Substance Use Disorders. These services are designed to help families develop and maintain positive relationships, improve family functioning, increase understanding of recovery processes, and build connections among family members for mutual support.

Peer Support Specialists are individuals as defined in OAR 309-019-0105(86), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

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

b. Performance Requirements

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

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

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

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

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

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

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

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

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

6. Service Name: HOUSING ASSISTANCEService ID Code: **A&D 64****a. Service Description**

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

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

b. Performance Requirements

Housing Assistance Services include:

- (1) Rental Assistance in the form of cash payments, made on behalf of Individuals recovering from Substance Use Disorders, to cover all or a portion of the monthly rent and utilities for housing
- (2) Housing Coordination Services in the form of staff support to assist Individuals recovering from Substance Use Disorders in locating and securing suitable housing, and referrals to other resources.
- (3) Residential Costs to pay for move-in and barrier removal costs not to exceed 20% of total funds awarded to support securing and maintaining housing such as payment of rental deposits and fees; moving and storage costs; furnishing, supplies and equipment; payment of past due utility bills and securing a credit report. These must be one-time payments only; no on-going expenses. Housing expenses not eligible are permanent improvements to a building except for minor remodeling to improve accessibility. Barrier removal expenses not eligible are payments are any made that do not advance the effort to secure rental housing.

Utilization requirements for A&D 64 will be identified in a special condition, subject to funds awarded in a particular line of the Financial Assistance Award.

No funds shall be paid directly to individuals benefiting from A&D 64 Services.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of A&D 64 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by

OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

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

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

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

7. Service Name: INTOXICATED DRIVER PROGRAM FUND (IDPF)Service ID Code: **A&D 65****a. Service Description**

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (1) Eligible Services to Oregon residents who have been adjudicated in an Oregon court for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (2) Special Services provided for individuals adjudicated for DUII.

Definitions

- (1) “Eligible Individual” means an Oregon resident who:
 - (a) Has a household income below 200% of the US Federal Poverty Guidelines as they are periodically updated at: <https://aspe.hhs.gov/poverty-guidelines>; and
 - (b) Is not eligible for Medicaid or is underinsured.
- (2) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (3) “Treatment” means medically necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.
- (4) “Underinsured” means a household with out-of-pocket medical expenses greater than 5% of the household’s annual income.

b. Performance Requirements

- (1) Providers of Services funded through this Agreement must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (2) DUII services providers funded through this Agreement must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.
- (3) Providers of Services paid through this Contract must include sufficient information in the Individual’s service record to document eligibility in the event of an audit. Examples include but are not limited to:
 - (a) Proof of income
 - (b) Proof of household size
 - (c) Medicaid eligibility denial documentation
 - (d) Out-of-pocket medical expenses documentation.
- (4) Eligible Services are limited to:

- (a) Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - (b) Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - (c) Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432.
- (5) Special Services funded through this Agreement are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
- (a) Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or
 - (b) Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
 - (c) Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (6) OHA will follow the Behavioral Health Fee Schedule in making disbursements for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: <https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>. At no time will OHA provide financial assistance above the Behavioral Health Fee Schedule for Eligible Services.
- (7) For Special Services, OHA will make disbursements based on the County's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, County must obtain OHA's approval of the Special Services prior to incurring such costs.

c. Reporting Requirements

See Exhibit E, 10.

d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

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

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

Invoice and required encounter data are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@dhsaha.state.or.us with the subject line - "Invoice, contract #(your contract number), contractor name", subject to the following:

- (a) Contractor shall use the Intoxicated Driver Program Fund (IDPF) SE-65 Invoice available at: <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

- (b)** OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services. The Behavioral Health Fee Schedule is available at:
<https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>.
- (c)** For Special Services, OHA will make payments based on the Contractor's actual cost. Contractor shall attach a copy of the bill or receipt for the Special Service provided.

8. Service Name: COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES

Service ID Code: A&D 66

a. Service Description

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

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

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

Local Plan or Regional Health Improvement Plan (RHIP) as applicable.

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

- iii. Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.
- (c) Therapeutic Interventions:
- General community-based Services, which may include:
- i. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
 - ii. General outpatient Services;
 - iii. Medication management for:
 - A. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
 - B. Substance Use Disorders:
 - (A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
 - (B) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
 - iv. Detoxification for Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
 - v. Meaningful Individual and family involvement.
- (d) Continuity of Care and Recovery Management:
- i. Continuity of care Services includes:
 - A. Coordinate and facilitate access to appropriate housing Services and community supports in the Individual's community of choice;
 - B. Facilitate access to appropriate levels of care and coordinate management of Services and supports based on an Individual's needs in their community of choice;
 - C. Facilitate access to Services and supports provided in the community and Individual's home designed to

assist children and adults with Substance Use Disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and

D. Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.

ii. Recovery Management Services includes:

A. Continuous case management;

B. Monitoring of conditions and ongoing recovery and stabilization;

C. Individual and family engagement, including provision of childcare for parents actively involved in any of these treatment, education, outreach, or recovery support Services; and

D. Transition planning that addresses the Individual's needs and goals.

b. Performance Requirements

- (1) A Provider delivering A&D 66 Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.
- (2) The quality of A&D 66 Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures and may recommend additional actions to improve quality.
 - (a) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
 - (b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.
 - (c) **Utilization:** Utilization requirements for Individuals receiving continuum of care services (non-detox) will be identified in a Special Condition, subject to a particular line in Exhibit C, "Financial Assistance Award."

- (d) **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
- (e) **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.
- (f) **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 day retention, whichever comes first.
- (g) **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- (h) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within 7 calendar days after: (A) hospitalization for mental illness; or (B) any facility-based Service defined as residential.
- (i) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
- (j) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
- (k) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:
 - i. Housing Status: If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
 - ii. Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as

the number of Individuals who become employed, as indicated by a change in employment status, against the number of Individuals with a goal of becoming employed.

- iii. **School Performance**: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
- iv. **Criminal Justice Involvement**: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

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

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

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

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

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

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

a. **Service Description**

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

Housing/lodging services includes;

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

b. **Performance Requirements**

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

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

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

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

10. **Service Name:** YOUTH SUBSTANCE USE DISORDER RESIDENTIAL
TREATMENT SERVICES
Service ID Code: A&D 71

a. Service Description

Youth Substance Use Disorder (SUD) Residential Treatment Services (A&D 71) are services delivered to Individuals aged 12 through 17 who are unable to live independently in the community, cannot maintain even a short period of abstinence, are in need of 24-hour supervision, treatment, and care, and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 through 3.7. The purpose of A&D 71 Services is to support, stabilize and rehabilitate youth to permit them to return to community living. A&D 71 Services provide a structured environment for an Individual on a 24-hour basis. Services are individualized and include structured counseling and activities that are designed to achieve treatment goals, educational services, recreation services, self-help group participation, and aftercare and recovery support planning. In addition, providers of A&D 71 Services must have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the youth residential program. A&D 71 Services address the needs of diverse population groups within the community.

All of the A&D 71 Services paid through this Agreement must be delivered to Individuals who are non-Medicaid-eligible and are uninsured or under-insured.

b. Performance Requirements

Providers of A&D 71 Services paid through this Agreement must comply with OAR 309-018-0135 through 309-018-0215; as such rules may be revised from time to time. Providers of A&D 71 must utilize ASAM planning and placement best practice standards which include guidance around the frequency of a plan review. Providers of A&D 71 Services paid through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must meet all licensing requirements issued by DHS under OAR 413-215-0001 through 413-215-0131 and OAR 413-215-0501 through 413-215-0586.

Subject to the preference for pregnant women and intravenous drug users described in Exhibit D, "Required Federal Terms and Conditions," providers of A&D 71 Services paid through this Agreement must give priority access to such Individuals first. A&D 71 Services paid through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and no priority or preference shall be given to Individuals referred from any particular county. County is required to request a Payment Authorization of youth residential services for Individuals eligible for A&D 71 Services from OHA. Upon OHA's approval, OHA will submit a letter of intent to County to provide residential services to the youth. OHA is not obligated to provide payment to County for non-Medicaid A&D 71 Services provided without Payment Authorization from OHA.

County may obtain the payment authorization form and instruction page from OHA's AMH web page at:

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Provider of A&D 71 Services must be a culturally competent program able to meet the cultural and linguistic needs of the Individual, as well as be a co-occurring mental health and substance use disorders competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to, the following, all of which must be documented in the clinical record:

- (1) Address co-occurring disorders in program policies and procedures, client assessment, treatment and planning, program content, and transition and discharge planning;
- (2) Address the interaction of the substance-related and mental health disorders in assessing each youth's history of psychological trauma, readiness to change, relapse risk, and recovery environment;
- (3) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on-site or through coordinated consultation off-site;
 - a. The provider's policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
 - b. In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to receive medication specific to the individual's diagnosed clinical needs, including medications used to treat opioid dependence.
- (4) Involve the family or significant others of the youth in the treatment process;
- (5) Obtain clinically appropriate family or significant others involvement and participation in all phases of assessment, treatment planning, and treatment;
- (6) Use treatment methods appropriate for youths with significant emotional disorders that are based on sound clinical theory and professional standards of care; and
- (7) Plan the transition from residential to community-based services and supports that are most likely to lead to successful clinical outcomes for each youth. This includes scheduling a face-to-face meeting between the youth and the community-based outpatient provider within seven days of discharge from the residential program.

Providers of A&D 71 Services paid through this Agreement must participate in client outcome studies conducted by OHA.

c. Reporting Requirements

See Exhibit E, 10.

d. Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

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

11. Service Name: PROBLEM GAMBLING PREVENTION SERVICESService ID Code: **A&D 80****a. Service Description**

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

b. Performance Requirements

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

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

- (e) Preparation of reports, as described in the “Special Reporting Requirements” section below;
 - (f) Oversight and coordination of A&D 80 Services, activities, and programs provided in the County;
 - (g) Completion of Problem Gambling Prevention Coordinator Training Series requirements within six months from the date of hire or designation as coordinator. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>;
 - (h) Attend a minimum of 8 hours of OHA Problem Gambling Services approved trainings per calendar year, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
 - (i) Development and adoption of a comprehensive written policy, on gambling in the workplace; and
 - (j) Participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>
- (2) County shall designate a problem gambling prevention supervisor, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:
- (a) Completion of the Problem Gambling Prevention Supervisor Training within 3 months from date of designation as problem gambling prevention supervisor.
 - (b) The Problem Gambling Prevention Supervisor Training requirements are located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.
- (3) The financial assistance awarded to County for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the County’s Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County’s Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.
- (4) Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County’s current Problem Gambling Prevention Implementation Plan.

c. **Special Reporting Requirements**

- (1) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis through the Oregon Problem Gambling Prevention Quarterly Data Reporting Collection System, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx> no later than 45 calendar days following the end of each quarter February, May, August, November and February with respect to Services provided in the prior quarter.
- (2) County shall notify OHA Statewide Problem Gambling Prevention and Outreach Specialist within 10 business of any changes related to designated Problem Gambling A&D 80 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us

d. **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).

12. Service Name: PROBLEM GAMBLING TREATMENT SERVICESService ID Code: **A&D 81****a. Service Description**

- (1) For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.
 - (a) A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to significant impairment or distress, as indicated by the Individual exhibiting one or more diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders; or
 - (b) A diagnosis of Other Specific Disruptive, Impulse Control and Conduct Disorder, as an Individual with clinically significant distress or impairment in social, occupational, or other important area of functioning. This diagnosis in terms of Problem Gambling Treatment Services and reimbursement for these services should be used for clients who present with an Internet Gaming Disorder; or
 - (c) A diagnosis of relationship distress with spouse or intimate partner; a diagnosis of relational problems or problems related to psychosocial circumstances; or diagnosis of stressful life events affecting family and household.
- (2) Problem Gambling Treatment Services (A&D 81 Services) are as follows:
 - (a) Outpatient A&D 81 Services provide problem gambling assessment, treatment, rehabilitation and peer support services, delivered on an outpatient basis or intensive outpatient basis to Individuals and those in relationships with Individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. Outpatient A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services, in response to crisis for the Individual, and may include individual, group, couple, family counseling, and peer support.
 - (b) “Session” or “treatment session” means A&D 81 Services delivered in individual, couple, family, group or peer support modalities. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).
 - (c) Client-identification/referral pathway development and maintenance: Targeted outreach with the primary purpose of facilitating enrollment of those with a gambling disorder and/or problem with gambling and, if appropriate, those concerned others into treatment. Focus is on developing relationships with entities such as social service, allied health, behavioral health, and criminal justice organizations to conduct regular screenings and referrals.

- (d) In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs with screening, identification and referral to A&D 81 Services.
- (e) A&D 81 Services are to be made available to any Oregon resident with a Gambling Disorder, problematic gambling, or diagnosis of relational problem as defined above. A&D 81 Services to out-of-state residents are permissible if the presenting Gambling Disorder or relational problem diagnoses are reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

b. Performance Requirements

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

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

- (a) **Access:** The amount of time between an Individual requesting A&D 81 Services and the first offered service appointment must be 5 business days or less for at least [90%] of all Individuals receiving A&D 81 Services funded through this Agreement.
- (b) **Client Satisfaction:** The percent of Individuals receiving A&D 81 Services who have completed a satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Satisfaction surveys must be completed by no less than [50%] of total enrollments.
- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 81 Services who actively engage in treatment for at least 10 clinical sessions must be at least [40%].

- (e) **Successful Completion:** The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must be at least [35%] (unadjusted rate). Successful completion of problem gambling treatment is defined as Individuals who have: (a) achieved at least [75%] of short-term treatment goals; (b) completed a continued wellness plan (i.e., relapse prevention plan); and (c) lack of engagement in problem gambling behaviors for at least [30] consecutive days prior to successful completion of A&D 81 Services.
 - (f) **Admission Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete an admission survey must not be less than [95%.]
- (3) **Technical Assistance and Program Development**
- (a) County shall participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (b) County shall collaborate with OHA PGS staff in developing and implementing a Program Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (c) County shall participate in semi-annual connection review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structured form that can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (d) County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include training to clinical staff on engagement, education, screening, identification and referrals to A&D 81 Services using the Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) toolkit and type model, which can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (e) County shall provide problem gambling community outreach efforts to a population in either phase 2, 3, or 4 defined within the OHA PGS GBIRT and Referral Pathways Implementation Toolkit. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. This should include training of professionals on engagement, education, screening, identification

and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model.

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

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

Continuing care or aftercare service is limited to [12] months per Individual and provided upon successful completion of gambling treatment Services. This Service limitation will continue [12] consecutive months starting with the Individual’s discharge date.

c. Special Reporting Requirements

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

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

- (1) Admission Data: The admission screen within the OHA PG Net data collection system and admission survey must be collected and submitted within [14] calendar days of the first treatment contact with an Individual.

- (2) Survey Consent Form: A completed consent form to participate in admission survey, satisfaction survey and evaluation follow-up efforts must be administered and collected via the OHA PG Net data collection system. Refusal to participate in surveys must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 81 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

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

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Services, personnel rendering Services (including their name, credentials and signature), and a clinical note including a description of the session .
- (4) Discharge Data: Discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.

d. **Financial Assistance Calculation, Disbursement, Confirmation of Performance and Reporting Requirements, & Provider Audit Procedures**

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

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

- (1) OHA will provide financial assistance for A&D 81 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (2) OHA will not make multiple financial assistance disbursements for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session.
- (3) Providers of A&D 81 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (4) Providers of A&D 81 Services funded through this Agreement shall not use third party insurance. A&D 81 Services are to be a single payer source.
- (5) Provider Audits: Providers receiving funds under this Agreement, for A&D 81 Services, are subject to audits of all funds applicable to A&D 81 Services rendered. The purpose of these audits is to:
 - i. Require proper disbursements were made for covered A&D 81 Services;
 - ii. Recover over-payments;
 - iii. Discover any potential or actual instances of fraud and abuse; and

- iv. Verify that encounter data submissions are documented in the client file, as required and described in the “Special Reporting Requirements” above.

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

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

13. Service Name: GAMBLING DISORDER RESIDENTIAL SERVICESService ID Code: **A&D 82****a. Service Description**

For purposes of this A&D 82 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

- (1) Gambling Disorder Residential Services (A&D 82 Services) are Services that provide problem gambling assessment, treatment, rehabilitation, and 24-hour observation monitoring for Individuals with a Gambling Disorder.
- (2) Referral to A&D 82 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 82 Service provider.
- (3) A&D 82 Services are to be made available to any Oregon resident with a Gambling Disorder, as defined above. A&D 82 Services to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

b. Performance Requirements

- (1) County shall maintain a License as provided under OAR 415-012-0000 through 415-012-0090, "Licensure of Substance Use Disorder and Problem Gambling Residential Treatment and Recovery Services," and provide gambling treatment residential services, in accordance with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services," as such rules may be revised from time to time.
- (2) County shall meet the performance standards, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 82 Services fails to meet any of the performance standards, the specific performance standards that are out of compliance will be reviewed at a specifically scheduled performance standards site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA PG Net data collection system or other required reports in accordance with the "Special Reporting Requirements" section below.
 - (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 82 Services and the first offered service appointment must be 10 calendar days or less for at least [90%] of all Individuals receiving A&D 82 Services funded through this Agreement.
 - (b) **Client Satisfaction:** The percent of Individuals receiving A&D 82

Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Client satisfaction surveys must be completed by no less than [85%] of total enrollments.

- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 82 Services who actively engaged in treatment for [25] or more consecutive days must be at least [40%].
- (e) **Successful Completion:** The percent of all Individuals receiving A&D 82 Services who successfully complete treatment must be at least [70%.] Successful Completion of problem gambling treatment is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact with a treatment professional, including a scheduled appointment, in their local community for continuing care; (b) have achieved at least [75%] of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).
- (f) **Admission Survey Completion:** The percent of Individuals receiving A&D 82 Services who complete an admission survey must not be less than [95%.]

c. Technical Assistance and Program Development

- (1) County shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of Visit is located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (2) County shall create and implement a Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: <https://www.oregon.pgs.org/treatment/>.
- (3) County shall participate in semi-annual connection review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structure form that can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (4) County shall adhere to the guidelines within the OHA PGS Residential Treatment Transition Toolkit to ensure best practices among residential and outpatient transitions. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (5) Persons providing A&D 82 Services, prior to working with an individual

with problematic gambling must complete the “Problem Gambling for Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (6) County shall complete an Oregon Problem Gambling Counselor Competency Evaluation and submit to OHA approved portal. This evaluation shall be completed on each Program’s gambling clinician at a minimum of once every odd numbered year. Information provided to OHA will be anonymous and assist with determining needs within the workforce to be addressed. Evaluation tool can be found at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

d. Special Reporting Requirements

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 82 Services program staff.

County shall submit the following information to OHA regarding Individuals receiving A&D 82 Services. All Providers of A&D 82 Services shall comply with the current OHA PG Net data collection system and manual, located at

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (1) Admission Data: The admission screen within the OHA PG Net data collection system and the admission survey must be collected and submitted within 14 calendar days of the first treatment contact with an Individual.
- (2) Client Consent Form: A completed consent form to participate in admission survey, satisfaction survey and evaluation follow-up efforts must be administered and collected via the OHA PG Net data collection system. Refusal to participate in surveys must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 82 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

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

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

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

e. Financial Assistance Calculation, Disbursement, Settlement, & Provider Audit Procedures

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

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

- (1) OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <http://www.oregonpgs.org/treatment/billing-codes-and-rates/>, as it may be revised from time to time.
- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
 - (a) Require proper disbursements were made for covered A&D 82 Services;
 - (b) Recover over-payments;
 - (c) Discover any potential or actual instances of fraud and abuse; and
 - (d) Verify that encounter data submissions are documented in the client file, as required, and described in the “Special Reporting Requirements” above.

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

- (4) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 82 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” OHA may amend the amount of funds awarded for A&D 82 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

14. Service Name: PROBLEM GAMBLING RESPITE TREATMENT SERVICES

Service ID Code: A&D 83

a. Service Description

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

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

- (1) The specific A&D 83 Services that may be delivered with funds provided through this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:
 - (a) Secure Residential Treatment Facility (1-14 day residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, "Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders".
 - (b) Respite Care Service (1-14 day residential care at an alcohol and drug treatment facility): Providers of this Service must have:
 - i. OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;" and
 - ii. A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 "Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services."

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

- (2) A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

b. Performance Requirements

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

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

- (1) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be [2] business days or less for at least [100]% of all Individuals receiving A&D 83 Services funded through this Agreement.
- (2) **Successful Completion:** The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who: (a) are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or (b) have been transferred to residential gambling treatment Services.
- (3) **Technical Assistance and Program Development**
 - (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of Visit located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (b) County shall create and implement a Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (c) Persons providing A&D 83 Services, prior to working with an individual with problematic gambling must complete the “Problem Gambling Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff.

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

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

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

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

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

d. **Financial Assistance Calculation, Disbursement and Provider Audit Procedures**

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

Use Payment and Settlement language. In addition:

- (1) OHA will provide financial assistance for A&D 83 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Billing Codes and Rates for Treatment Providers rate sheet, located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (2) Providers of A&D 83 Services funded through this Agreement shall not charge Individuals, whose Services are paid through this Agreement, any co-pay or other fees for such Services;
- (3) Providers of A&D 83 Services funded through this Agreement shall not use third party insurance. A&D 83 Services are to be a single payer source.

- (4) Provider Audits: Providers receiving funds under this Agreement, for providing A&D 83 Services, are subject to audits of all funds applicable to A&D 83 Services rendered. The purpose of these audits is to:
- i. Ensure proper disbursements were made for covered A&D 83 Services;
 - ii. Recover over expenditures;
 - iii. Discover any potential or actual instances of fraud and abuse; and
 - iv. Verify that encounter data submissions are documented in the client file, as required, and described in the “Special Reporting Requirements” section above.

Providers of A&D 83 Services funded through this Agreement may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-0380 “Fraud and Abuse,” as such rules may be revised from time to time.

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

Service ID Code: **MHS 01**

a. Service Description

As identified in OAR 309-014-0010 the purpose of a Community Mental Health Program (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

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

County shall establish and maintain a structure for meaningful system design and oversight that includes involvement by Individuals and families across all ages that have or are receiving Mental Health Services.

System design and oversight must include:

- (1) Planning;
- (2) Implementation;
- (3) Monitoring;
- (4) Documentation of Service delivery in compliance with state and federal requirements;
- (5) Contract and subcontract negotiation and monitoring;
- (6) Coordination with state hospital Services;
- (7) Evaluation of Services and supports; and
- (8) Involvement in activities that focus on:
 - (a) Resource allocation;
 - (b) Outcomes;
 - (c) Quality improvement; and
 - (d) Advisory councils.

b. Performance Requirements

County shall provide, but is not limited to, the following:

- (1) In providing MHS 01 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.
- (2) Provide pre-commitment Services to include, but not limited to:
 - (a) A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the Individual's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as established by OAR 309-033-0920) who has not provided to the Individual any crisis Services.

- (b) The development of a treatment plan to:
- i. Divert an Individual from a commitment hearing; or
 - ii. If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.
- (3) Assigning and placing a committed Individual in a treatment Service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under County's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
- (4) Ensuring that all legal procedures are performed as required by statute and administrative rule.
- (5) Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR 407-045-0000 through 407-045-0955, as such statutes and rules may be revised from time to time.
- c. **Special Reporting Requirements**
- None.
- d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**
- See Exhibit D, "Payment, Settlement, and Confirmation Requirements."
- Use Payment and Confirmation language, Section 1.f.(2).

16. Service Name: **AID AND ASSIST CLIENT SERVICES**
 Service ID Code: **MHS 04**

a. Service Description

MHS 04 – Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant’s capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. These Services are required to restore an Individual’s ability to aid and assist in their own defense, before the Individual can stand trial. Primary population for community Restoration Services are Individuals who are unable to aid and assist in their own defense due to a primary “mental disease or defect” (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

- (1) Restoration Services include:
- (a) Providing the Individual with the education necessary to best facilitate the Individual’s return to capacity including, but not limited to:
 - i. Skills training regarding court room procedures, roles, language and potential outcomes of the court process;
 - ii. Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and
 - iii. Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.
 - (b) Coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the Individual is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:
 - i. Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;
 - ii. Collaboration and coordination with community corrections;
 - iii. Consultation to the County Mental Health Court, if Mental Health Court is available in the service area;
 - iv. Participation in Mental Health and Law Enforcement collaboration meetings; and
 - v. Communication of court ordered requirements, limitations, and court dates.
 - (c) Assist the Individual in accessing community supports that will promote recovery and community integration, including, but not limited to:

- i. Case management;
 - ii. Skills training;
 - iii. Crisis services;
 - iv. Individual or group therapy;
 - v. Alcohol and drug addiction treatment; and
 - vi. Psychiatric prescription management and medication education.
- (d) Administrative activities related to the Restoration Services described above, including but not limited to:
 - i. Reporting of the Individual's compliance with the conditional release requirements through monthly reports to appropriate court; and
 - ii. Providing interim quarterly reports for the purpose of communicating current status of Individuals to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.
- (2) The County shall allocate reasonable staffing within available funding to meet the needs of the community and provide the necessary Services as described in subsection a. above.
- b. **Performance Requirements**
 Providers of MHS 04 Services funded through this Agreement:
 - (1) Shall comply with ORS 161.365, ORS 161.370, OAR 309-088-0105, OAR 309-080-0115, OAR 309-088-0125, and OAR 309-088-0135, as such statutes and rules may be revised from time to time; and
 - (2) May reasonably use funds to improve outcomes and services for Individuals found unfit to proceed by improving systems and collaboration effecting this population.
- c. **Reporting Requirements**
 See Exhibit E, 10.
- d. **Special Reporting Requirements**
 County shall prepare and electronically submit, to amhcontract.administrator@dhsola.state.or.us, written quarterly reports on the delivery of MHS 04 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 Each quarterly report shall provide the following information per month for each subject quarter:
 - (1) For Individuals who have a community consultation completed, provide the following information:
 - (a) Individuals' name;

- (b) Gender;
 - (c) Date of birth
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living Situation;
 - (h) Consultation referral date;
 - (i) Consultation face-to-face date;
 - (j) Date the findings report was provided to the court;
 - (k) Recommendation from the findings report provided to the court; and
 - (l) Court's determination on Individual's placement.
- (2) For Individuals who are engaged in community-based restoration services, provide the following information:
- (a) Individual's name;
 - (b) Gender;
 - (c) Date of birth
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living situation;
 - (h) Beginning date of restoration services; and
 - (i) Description of services provided.
- e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**
- See Exhibit D, "Payment, Settlement, and Confirmation Requirements."
- Use Payment and Confirmation language, Section 1.f.(2).

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

Service ID Code: **MHS 05**

a. **Service Description**

(1) **Definitions:**

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

- (d) **Division Approved Reviewer** means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA's contracted entity responsible for conducting ACT fidelity reviews, training, and technical assistance to support new and existing ACT Programs statewide.
- (e) **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an Individual 18 years of age or older:
- i. Schizophrenia and other psychotic disorders;
 - ii. Major depressive disorder;
 - iii. Bipolar disorder;
 - iv. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - v. Schizotypal personality disorder; or
 - vi. Borderline personality disorder.
- (2) **Services:**
- (a) ACT is an evidence-based practice for Individuals with SPMI. ACT is characterized by:
- i. A team approach;
 - ii. Community based;
 - iii. A small client-to-staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;
 - iv. Time-unlimited Services;
 - v. Flexible Service delivery;
 - vi. A fixed point of responsibility; and
 - vii. 24/7 crisis availability.
- (b) MHS 05 Services include, but are not limited to:
- i. Hospital discharge planning;
 - ii. Case management;
 - iii. Symptom management;
 - iv. Psychiatry services;
 - v. Nursing services;
 - vi. Co-occurring substance use and mental health disorders treatment services;

- vii.** Supported Employment (reference OAR 309-019-0275 through 309-019-0295);
 - viii.** Life skills training; and
 - ix.** Peer support services.
- (c) The ACT Program is intended to serve Individuals (18 year old or older) with SPMI and who meet ACT Program admission criteria as described in OAR 309-019-0245.
- (d) A Provider delivering MHS 05 Services with funds provided through this Agreement may not use MHS 05 Services funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
- (e) An ACT Program includes the following staff members:
- i.** Psychiatrist or Psychiatric Nurse Practitioner;
 - ii.** Psychiatric Nurse(s);
 - iii.** Qualified Mental Health Professional (QMHP) ACT Team Supervisor;
 - iv.** Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;
 - v.** Substance Abuse Treatment Specialist;
 - vi.** Employment Specialist;
 - vii.** Housing Specialist;
 - viii.** Mental Health Case Manager; and
 - ix.** Certified Peer Support Specialist.

b. Performance Requirements

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

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

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

- (1) Increasing team capacity to a size that is still consistent with fidelity standards; or

(2) Adding additional ACT Team(s).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of MHS 05 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Individuals served;
- (2) Individuals who are homeless at any point during a quarter;
- (3) Individuals with safe stable housing for 6 months;
- (4) Individuals using emergency departments during each quarter for a mental health reason;
- (5) Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;
- (6) Individuals hospitalized in an acute care psychiatric facility during each quarter;
- (7) Individuals in jail at any point during each quarter;
- (8) Individuals receiving Supported Employment Services during each quarter;
- (9) Individuals who are employed in Competitive Integrated Employment; and
- (10) Individuals receiving MHS 05 Services who are not enrolled in Medicaid Referrals and Outcomes, including the following:
 - (a) Number of referrals received during each quarter;
 - (b) Number of Individuals accepted during each quarter;
 - (c) Number of Individuals admitted during each quarter; and
 - (d) Number of Individuals denied during each quarter and the reason for each denial.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

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

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

18. Service Name: **CRISIS AND TRANSITION SERVICES (CATS)**

Service ID Code: **MHS 08**

a. Service Description

Crisis and Transition Services (CATS) serves youth and their families during transitions from emergency departments to community-based treatment and support services. Developed to help address psychiatric boarding in the emergency department, CATS is an alternative for youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if Crisis and Transition services were in place. Emergency departments may be a family's first point-of-contact into the mental health system and the month immediately following discharge is a high-risk period for a youth to return to an emergency department in mental health crisis. The CATS program serves as a bridge during this critical period for approximately 45 calendar days or until the youth and family are effectively connected to longer-term supports. The CATS program provides rapid access to interim mental health therapy, psychiatry, care coordination, and family peer support and 24/7 crisis response to the home.

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

County shall require that CATS providers:

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

b. Eligibility Criteria

- (1) Serves ages birth through 20 years of age, and their families (parents, guardians, caregivers) who present to a partnering emergency department or psychiatric crisis center.

*NOTE: CATS providers may accept referrals directly from the County Mobile Response team upon approval by OHA. Sites must submit a written plan to OHA which includes the workflow from referral to closure, roles and responsibilities of the CATS provider and the County Mobile Response team.

- (2) Youth is experiencing a mental health crisis or behavioral disturbance affecting the safety of the youth and family or others and is at risk for admission to an inpatient psychiatric program.
- (3) Youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if CAT was in place.
- (4) CATS enrollment is not contingent on availability or type of insurance. All youth, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible.
- (5) Sites are expected to maximize funding to enhance an existing continuum of crisis and acute care, which includes billing Medicaid and/ or commercial carriers for all applicable billing codes for services provided while enrolled in services.
- (6) If a site is struggling with capacity and is unable to meet the needs of the referring hospital partner, OHA will be notified as soon as possible by the provider and a plan of action and timeline for resolution will be completed.

c. Intake Process

- (1) The partnering hospital or psychiatric crisis clinic will assess the youth and make a referral to the assigned CATS clinical provider, as outlined in the required MOU.
- (2) Within 1-3 hours of the referral, the CATS clinical team will make contact with the youth and their family in-person, at the partnering hospital or psychiatric crisis clinic location.
- (3) Prior to discharge from the emergency room or psychiatric crisis clinic the CATS clinical team will complete the following requirements to assess if the youth and their family are able to safely return home with CATS:
 - (a) Mental Health Assessment;
 - (b) Risk and Suicide Assessment; and
 - (c) Lethal Means Counseling.
- (4) CATS clinical team member will develop a Crisis and Safety Plan in collaboration with the youth and their family prior to discharge from the emergency room.
- (5) CATS team is responsible for providing 24/7 crisis response to the youth and family for the duration of their enrollment in the CATS program.
- (6) CATS clinical team member will give a brief overview of the services offered by the CATS Team and introduce the role of the Family Support Specialist.
- (7) Each family will be given the CATS Guidebook for Families, or the equivalent⁽¹⁾ describing the anticipated experience in the CATS program

¹ An equivalent resource means a guide or booklet (print or online) which includes all items listed in the Family Transition Inventory/Checklist, and which has been reviewed and approved by OHA and OHSU staff. OHA staff will contact County/Provider via email to notify County/Provider of approval.

and providing youth and their families with relevant and individualized psychosocial information.

- (8) CATS clinical team will schedule an in-person CATS Team Meeting, within 72 hours of the intake. Meeting location to be determined by the youth and their family. Meeting shall include youth and their family, CATS clinical provider, CATS Family Support Specialist, and/or any other natural support or multi-disciplinary team members as identified by the youth and their family.
- (9) The CATS clinical team will notify the assigned FSS, as soon as possible, with contact information for the family and date and time of the Team Meeting. The FSS will make initial contact with the family either in person at the emergency room or via phone to introduce their role (as outlined in the MOU).

d. Service Requirements

- (1) Within 72 hours of the intake the CATS clinical team member and Family Support Specialist will facilitate a CATS Team Meeting with the youth and their family and, together, review program services, assess the current needs of the family both short term and long term, and clarify roles of team members;
- (2) Contacts with the youth and family should be as frequent as needed to alleviate the immediate crisis and provide connection to longer term resources and supports;
- (3) All contacts shall occur in locations preferred by the youth and their families;
- (4) The CATS Clinical team in partnership with the youth and their family shall coordinate a minimum of 2, in person, contacts per week of the following services:
 - (a) Interim individual and/or family mental health therapy.
 - (b) Rapid access to psychiatry and medication management.
 - (c) Care Coordination.
 - (d) Family Support Services (Youth Peer Services are optional);
- (5) CATS clinical services may be provided up to 45 calendar days, as necessary, to provide the youth and their family with sufficient stabilization and connections with community-based resources; and
- (6) CATS Family Peer Support Services are offered as long as clinical services are being provided and may last up to 60 calendar days as necessary to provide the youth and family with increased skills to manage crises, and to establish sufficient supports in the community that the youth and family may access as needed.

e. Close of Services

- (1) Factors contributing to the current crisis are identified and addressed by some combination of the following:

- (a) Youth is no longer having suicidal or aggressive behavior, ideation, or behavioral challenges that affect safety of the youth, family, or others;
 - (b) Symptoms are managed via connection to commensurate supports, services, and skill- development opportunities;
 - (c) The youth and their family report increased safety and confidence in managing the current and future crises; and
 - (d) The youth and their family report decreased frequency and intensity of crisis situations.
- (2) The CATS Team will establish a transition plan with the youth and their family, which:
- (a) Addresses youth mental health concerns and symptoms;
 - (b) Outlines proactive strategies to support the youth and their family to reduce the frequency and intensity of crises that lead to emergency department visits; and
 - (c) Documents access and connections to outpatient and community resources.
- (3) CATS clinical team will conduct an in-person, transition meeting with the youth and family to review the transition plan prior to ending CATS services. If unable to have a transition meeting with the family, documentation of the circumstances is required.
- (4) If the family continues to receive Family Support Services after ending services with the clinical team, the CATS Family Support Specialist will conduct an in-person transition meeting with the family prior to ending Family Support Services. If unable to have a transition meeting with the family, documentation of the circumstances is required.

f. CATS Team-Based Requirements

- (1) CATS programs are team-based. County is required to provide both clinical services and family support services to CATS enrolled youth and their families. County shall require that subcontracted providers have dedicated CATS clinical staff and family support specialists.
- (2) Each CATS Team provides an array of recovery-oriented agency or community-based services and supports. County may subcontract with numerous providers in order to make sure that all services are available to the youth and their families. Establishing a clear communication plan and workflow between all providers is imperative and requires the contractor, clinical staff, family support staff and referring hospital or crisis clinic to work as a cohesive team.
- (3) County is responsible for the completion of all MHS 08 service requirements as outlined in this document, whether directly provided or provided under sub-contractual arrangement. County shall provide initial copies of the sub-contract to OHA. County shall submit a written action plan and timeline for resolution to OHA, as soon as possible, when there are known services that are not being met by the County or provider. Action

Plans must be agreed upon by County and OHA and may result in funding adjustments and/or recouped or withheld funds.

- (4) The CATS team must include, at a minimum, a Mental Health Therapist (QMHP) and a Family Support Specialist (FSS). County must notify OHA immediately if either of these positions are vacant or unavailable to youth and their families enrolled in services.
- (5) County shall submit a Memorandum of Understanding (MOU) which includes the referring hospital or crisis clinic and subcontractors. MOU is required to be completed within 45 calendar days of execution of this Agreement. The MOU creates an ongoing partnership between the County, subcontractors, referring hospitals and crisis centers. The MOU shall include the following:
 - (a) Roles and responsibilities of each party;
 - (b) Comprehensive communication plan between all parties around coordinating intakes, team meetings, and care coordination efforts; and
 - (c) Ongoing and frequent communication with the partnering hospital or crisis center.
- (6) County and subcontractors shall participate in a collaborative state-wide effort to establish shared programmatic standards, expectations for results, and key reporting requirements. County is responsible for requiring that a representative from the County and all subcontractors:
 - (a) Participate in scheduled All Staff CATS Learning Collaboratives; and
 - (b) Family Support Specialists are also required to participate in all scheduled Family Support Specialist Learning Collaborative.
- (7) County shall submit an annual Budget Worksheet (provided by OHA), which is due August 15th of each calendar year.

g. CATS Required Training

County is responsible for requiring that all staff receive the adequate training required to effectively deliver services as outlined in this Agreement. Providers shall require that, at a minimum, staff are trained in the following areas:

- (1) OHSU Redcap Data System Training;
- (2) Suicide Prevention and Intervention;
- (3) Lethal Means Counseling (i.e CALM Training);
- (4) Trauma Informed Care; and
- (5) Ongoing training and refreshers required for skill maintenance.

h. Special Reporting Requirements

Redcap Data System Reporting Requirements.

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

i. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

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

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

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

Service ID Code: **MHS 09**

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

- (1) **Jail Diversion Services**, as defined by the Oregon Performance Plan, means community-based Services that are designed to keep Individuals with behavioral health issues out of the criminal justice system and, instead, supported by other community-based services, such as mental health services, substance abuse services, employment services, and housing. Jail Diversion Services are intended to minimize contact with law enforcement, avoid jail time, and/or reduce jail time. These Services are intended to result in the reduction of the number of Individuals with mental illness in the criminal justice system or the Oregon State Hospital.
- (2) **SPMI** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
 - (a) Schizophrenia and other psychotic disorders;
 - (b) Major Depressive Disorder;
 - (c) Bipolar Disorder;
 - (d) Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
 - (e) Schizotypal Personality Disorder; or
 - (f) Borderline Personality Disorder.

b. **Service Description**

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

c. **Performance Requirements**

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

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

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

d. Reporting Requirements

See Exhibit E, 10.

e. Special Reporting Requirements

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

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

- (1) For Individuals receiving MHS 09 Services, report the following:
 - (a) Individuals name;
 - (b) Gender;
 - (c) Date of birth;
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Whether the Individual has an SPMI diagnosis;
 - (h) Identify whether the Individual received pre or post booking Services;
 - (i) Number of times Individual was arrested during the reporting period;
 - (j) Charges Individual was arrested for during the reporting period; and
 - (k) Description of Service provided.

- (2) Report the number of incidences where charges were dismissed or dropped as a result of MHS 09 Services.
- (3) Report the number of crisis consultations provided by mental health staff in pre-booking diversions.
- (4) Provide a detailed description of any MHS 09 Service created prior to the current reporting period.
- (5) Provide information regarding any activities related to MHS 09 Services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

f. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

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

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

20. Service Name: MENTAL HEALTH PROMOTION AND PREVENTION SERVICES

Service ID Code: MHS 10

a. Service Description

MHS 10 Mental Health Promotion and Prevention Services are directed at changing common influences on the development of Individuals across their lifespan, reducing risk factors, and increasing protective factors, and is designed to target universal, selected, and indicated populations based on risk.

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

Services shall be trauma informed and support the expansion of Mental Health Promotion and Prevention by strengthening the determinants of mental health and wellness, including the development of healthy communities, individual skill development, improved social emotional competence, and decreasing risk factors associated with negative mental health outcomes, such as adverse childhood experiences and social determinants of health

b. Performance Requirements

County shall prepare and submit to OHA for approval within 30 calendar days of the effective date of this Agreement, a written plan outlining how services or activities will be provided using funds received through this Agreement.

(1) County shall:

- (a) Strengthen the existing Mental Health Promotion and Prevention Services infrastructure, or build and develop new infrastructure.
- (b) Support the Institute of Medicine Mental Health Prevention Classifications in the Continuum of Care Model.
 - i. Universal intervention: Address general public or a segment of the entire population with average probability of developing a disorder, risk, or condition;
 - ii. Selective interventions: Serves specific sub populations whose risk of a disorder is significantly higher than the average, either imminently or over lifetime;
 - iii. Indicated preventative interventions: Addresses identified individuals who have minimal but detectable signs or symptom of a disorder or condition;
 - iv. Development and maintenance of healthy communities: Conduct interventions that may include, but are not limited to community safety promotion, violence reduction, bullying

prevention, community connectively, and resource dissemination activities;

- v. Skill development: Interventions that include, but are not limited to programs based in schools, community centers, and other community-based settings that promote social and emotional competence through activities that emphasize social connection, problem solving and development of self-regulation; and
 - vi. Social emotional competence: Interventions may include, but are not limited to developing or sustaining community infrastructure, parenting education, stress reduction classes, communication skills classes, grief and other post distress supports, divorce and other losses, and community-based activities of which promote inclusion.
- (c) Promote activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations, such as:
- i. A commitment to work with the community-based organization to increase efficiency and broaden coordination of initiatives within, and crossing between, the community and health care settings to improve prevention and mental health promotion activities;
 - ii. A commitment to work with the community-based organization to continue the development of sustainable systems to address primary prevention and mental health promotion activities in the community and health system settings;
 - iii. A commitment to responsibility with experience engaging and providing mental health promotion services to communities of color, and in other underserved populations in a culturally and linguistically-appropriate manner; or
 - iv. Propose and implement joint strategies to sustain project work beyond the funding period, including the ability to engage other community organizations or stakeholders who will benefit from a healthier overall population, such as other public or commercial insurance carriers.

c. **Special Reporting Requirements**

- (1) Contractor shall submit OHA approved annual plan that describes services/ activities and detailed budget that supports mental health promotion and prevention efforts in contractor's community. Plan should include activities

of which are being paid for through this funding stream if braided funding is occurring please explain in plan.

- (2) Contractor shall prepare and electronically submit, written semi-annual (two times per year) detailed budget expenditure and service reports on the delivery of Mental Health Promotion and Prevention Services to be submitted by end of the contract and sent to the amhcontract.administrator@dhsosha.state.or.us. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (3) Each report shall contain the following information:
- (a) An explanation of activities conducted during the reporting period, and how each activity is supported in the following interventions:
- i. Development and maintenance;
 - ii. Skill development;
 - iii. Social emotional competence;
 - iv. Universal;
 - v. Selective; or
 - vi. Indicated interventions.
- (b) A description of how activities impacted Mental Health Promotion and Prevention Services.
- (c) Describe of how funding has had an impact on communities that have been disproportionately impacted by racism, discrimination, and health inequities.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

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

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

21. Service Name: RENTAL ASSISTANCE PROGRAM SERVICESService ID Code: **MHS 12****a. Service Description**

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

- (1) SPMI means the current Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
 - (a) Schizophrenia and other psychotic disorders;
 - (b) Major Depressive Disorder;
 - (c) Bipolar Disorder;
 - (d) Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
 - (e) Schizotypal Personality Disorder; or
 - (f) Borderline Personality Disorder
- (2) Criteria in paying for rental housing requires at least one of the following conditions:
 - (a) Transitioning from the Oregon State Hospital;
 - (b) Transitioning from a licensed residential setting;
 - (c) Without supported housing, are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an Individual to live as independently as possible in their own home;
 - (d) Homeless as defined in 42 U.S.C. § 11302; or
 - (e) At risk of being homeless.

b. Performance Requirements

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

community. These allotments shall not be used to pay any other staff position, and these two MHS 12 funded positions will only perform work for this MHS 12 program.

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

- (10) County may only contract with subcontractors, subject to prior review and approval by OHA.

c. Special Reporting Requirements

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

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

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

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

- (1) Amounts due for Services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the "Special Reporting Requirements" section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award, is subject to the terms and limitations in this MHS 12 Service Description.
- (2) For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:
- (a) Number of housing slots filled per month.
 - (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award;
 - (c) For quarter 3 through 8, County shall request the total MHS 122 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.
- (3) The Part C financial assistance will be disbursed as follows:
- Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for

MHS 12 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a quarterly written invoice with required attachments, as specified below, in the allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@dhsosha.state.or.us with the subject line “Invoice, contract #(your contract number), contractor name.” Financial assistance provided by OHA are subject to the limitations described in this MHS 12 Service Description.

For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:

- (a) Number of housing slots filled per month;
- (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award.
- (c) For quarter 3 through 8, County shall request the total MHS 12 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.

22. Service Name: SCHOOLBASED MENTAL HEALTH SERVICESService ID Code: **MHS 13****a. Service Description**

County shall provide MHS 13 School-Based Mental Health Services to identified K-12 schools. County may provide MHS 13 Services to schools that are affiliated with a School-Based Health Center (SBHC), if that SBHC is not providing mental health services to youth under the age of 17. County shall confirm that an appropriately qualified school-based mental health service provider is available at identified schools. Counties shall provide appropriate levels of clinical supervision as set forth in OAR 309-019-0130 for school-based mental health service providers. School-Based Mental Health Services providers shall be a state licensed or unlicensed Qualified Mental Health Professional (QMHP), qualified under state law to provide mental health services to children and adolescents, which includes an assessment at the onset of services.

School-based mental health services are essential components of comprehensive learning supports. Access to school-based mental health services is linked to students' improved physical and psychological safety and reduces costly negative outcomes such as risk-taking behaviors, disciplinary incidents, juvenile justice involvement, school avoidance, and substance abuse.. The provision of school-based mental health services at the school, during the school day, will reduce the likelihood that students will need to miss school, or have other undesirable outcomes that result in a missed opportunity to remain in school, retain satisfactory academic progress, and have quality of life.

b. Performance Requirements

- (1) The primary role of MHS 13 Service providers is to provide school-based direct clinical services, care coordination when indicated, support, and provide training to school personnel as follows:
 - (a) Provide school-based clinical services for rapid and easily accessible mental health treatment, and facilitate services needed for outpatient mental health and substance use treatment. Urgent or otherwise crisis driven services shall be prioritized.
 - (b) Provide culturally and linguistically responsive, trauma informed coordinated care, provide crisis intervention, and improve access to mental health services and improve school safety. Individuals may be referred or self-referred, due to behavioral and emotional challenges, symptoms of mental disorder, chronic absenteeism, or behavioral issues in the classroom.
 - (c) Provider shall meet with the Individual and/or family, as clinically indicated, to complete an assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community. Families are invited and included in mental health treatment to promote treatment integrity and success at home and in school. When clinically indicated, inclusion of the family, including family therapy, shall occur.

Therapists shall document lack of family participation when it has been clinically indicated.

- (d) Assist with the development of programs such as wellness, peer support programs, family support programs, Mental Health First Aid training, and implementation of social-emotional learning in the classroom. Provide consultation to school personnel on topics related to behavioral health issues that support students, through informational learning opportunities. Promote discussions on topics such as trauma, racism, conflict resolution, anxiety, depression, managing suicidal feelings, self-regulation, healthy relationships, and other topics.
 - (e) MHS13 Service providers should be equipped with the technology and equipment necessary to conduct therapy sessions, including individual, family and group therapy, through a telehealth platform that complies with HIPAA, consistent with OAR 410-172-0850.
- (2) Through collaboration with the school and community agencies, assist and create activities to improve climate and safety for children. Promote school safety for all students and report incidents of any violence, so timely intervention may occur.

MHS 13 Services Providers shall be trained in suicide prevention, intervention, postvention, and lethal means. Providers who have had no suicide specific training are recommended to begin with the Applied Suicide Intervention Skills Training (ASIST). Upon request, the contract administrator will provide a list of recommended suicide prevention, intervention, postvention, and lethal means trainings available at low or no cost in Oregon. A tool for tracking staff training completion is available upon request. Documentation of a minimum of one booster session annually is required in at least one of the following topics:

- (a) Suicide Prevention;
- (b) Suicide Intervention and Safety Planning;
- (c) Suicide Postvention;
- (d) Lethal Means

Training documentation for each provider shall be submitted to OHA annually at the end of the school year.

- (3) MHS 13 Service Providers are obligated to report any known suicide deaths in the school to their supervisor. Supervisors shall notify their county postvention lead who will report to the OHA Suicide Prevention and Intervention Coordinator in accordance with OAR 309-027-0060.
- (4) MHS 13 Service Providers are required to read and understand the School Suicide Prevention plan and the County Youth Suicide Postvention Plan for all school districts and counties in which they provide services.
- (5) Counties shall notify OHA in writing if the county lacks qualified providers to deliver MHS13 services prior to and/or as soon as services become

unavailable and implement a plan for the provision of Services in consultation with OHA.

- (6) County shall notify OHA in writing of the schools in which it is providing services and shall prioritize high risk schools in the county. This documentation shall be provided to OHA no later than one month prior to the start of the school year. Counties are required to notify OHA contract administrator of any delay in this documentation.
- (7) MHS 13 provides funding for mental health clinicians to be located in the school for the purpose of mental health services, outreach, engagement, and consultation with school personnel. Medicaid billable Services must be billed to Medicaid.
- (8) Funding may also be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible but have no other resources to pay for the Services, or who are 14 years of age or older and request anonymity.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 13 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) The names and National Provider Index (NPI) numbers of each Provider designated to provide the MHS 13 Services, or of the supervisor if the therapist does not have an NPI number;
- (2) The number of students served during the quarter. This number should represent at a minimum the students, who have had any of the following services or a combination of the following: assessment, individual therapy, family therapy, group therapy.
- (3) The number of new students served during the quarter. This number should represent students to whom providers began providing individual, group and/or family therapy for the first time during the quarter.
- (4) Service providers must report on a quarterly basis:
 - (a) A list of the unique Individual served, including their first and last name,
 - (b) The race and ethnicity of the student,
 - (c) the student's payor source, Oregon Health Plan ID number or other identified insurer ID number and
 - (d) the *unabbreviated* name of the school the student attends.

- (5) Service providers must report evidence of use of a universal research informed suicide assessment tool, including the number of times the assessment tool was used during the quarter.
- (6) Service providers must report evidence of use of a standardized, broad symptom outcome measure tool. A list of tools is available upon request.

Examples of broad symptom outcome measure tools include:

- (a) Patient-Reported Outcomes Measurement Information System (PROMIS),
 - (b) Strengths and Difficulties Questionnaire (SDQ),
 - (c) the Session Rating Scale (SRS), and
 - (d) Outcome Rating Scale (ORS).
- (7) A summary of program strengths, including specific examples of how services are impacting student mental health, how student and family needs that have arisen as a result of the pandemic have been addressed, and how this work promotes school and student safety.
 - (8) Service providers must report how services are delivered in a manner that is culturally and linguistically responsive and how these services are equitably delivered to all students.
 - (9) A summary of program challenges, including barriers to providing services to students and engaging families in family therapy.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

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

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

23. Service Name: YOUNG ADULT HUB PROGRAMS (YAHP)Service ID Code: **MHS 15****a. Service Description**

MHS 15 Services are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

- (1) The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;
- (2) Programs must serve all Individuals referred to the service, including those with public, private or no insurance; and
- (3) Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.

b. Performance Requirements**(1) Eligible Population:**

These Services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement supports. This may include, but are not limited to Individuals 14 through 24 years of age who have been:

- (a) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
- (b) Chronically involved in state systems of Mental Health care and who are in need of intensive community supports;
- (c) Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired or has led to interface with the criminal justice system; or
- (d) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.

(2) Provide Clinical, Social, and Residential Services:

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice a week. Provider shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational

support, primary care, psychiatric services, addictions services, navigation of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency departments, crisis centers, provider sites, homes, and community settings. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include, but are not limited to:

- (a) Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;
 - (b) Recovery oriented, young adult centered planning;
 - (c) Creation of social support systems;
 - (d) Rapid access to psychiatric and counseling services;
 - (e) Coaching on rights regarding access to employment, school, housing, and additional resources;
 - (f) Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
 - (g) Peer support provided by young adult peers, participatory decision-making;
 - (h) Meaningful Individual's engagement in program, community, and leadership activities; and
 - (i) Skill development.
- (3) Who Can Provide These Services?**

Recommended staff, staff expertise, and training:

- (a) Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.
- (b) Recommended supplemental trainings includes supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (c) Familiarity and use of system of care principles, trauma informed care, and the TIP Model located at <http://www.tipstars.org/>, or any other young adults in transition evidence-based or promising practices.

c. **Reporting Requirements**

See Exhibit, 10.

d. **Special Reporting Requirements**

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

- (1) Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;
- (2) Administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf> as an outcome measurement tool, or provide an alternative measure of a consistent nature to be approved by OHA.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

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

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

24. Service Name: Non-OHP Community and Residential AssistanceService ID Code: MHS 17**a. Service Description**

Providers need flexibility when submitting invoices for services provided under a variety of different service elements.

OHA has consolidated the invoiceable services, paid from Part C funds, from multiple service elements into MHS 17. This flexibility allows us to use funding provided by MHS 17 and reduce the number of agreement amendments issued to transfer funds from one service element to another. The MHS 17 funding is allocated as a single pool that is used to pay for the invoiceable services described in the Service Elements listed below.

These Service Elements and the invoiceable service components for each are referenced by title and exist in detail in 'Exhibit B-1, Service Descriptions':

- (1) **MHS 26** – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION
- (2) **MHS 27** – RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION
- (3) **MHS 28** – RESIDENTIAL TREATMENT SERVICES
- (4) **MHS 30** – MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD
- (5) **MHS 34** – ADULT FOSTER CARE SERVICES
- (6) **MHS 36** – PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)
- (7) Within the above Service Elements, any **Specialized Requests** for management of physical or health problems, including, but not limited to, seizures, incontinency, diabetes, and pain management require a Prior Authorization from OHA, using the Intensive Services Request Form located at <https://www.oregon.gov/OHA/HSD/OHP/Pages/MH-Rates.aspx>.

b. Authorization, Monitoring, and Review

- (1) For Services to non-Medicaid-eligible Individuals indicated in Exhibit B-1, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the period shown and do not carry forward into following years' allotments.
- (2) Funding for Specialized Requests, (1) (g) above, will follow a process to assure **necessity of services** required by an Individual in exceptional need, that would not fit within the Intensive Services Requests of the Rate Review Committee (RRC), with the following structure:
 - (a) A proposal is then reviewed by a minimum of two clinicians to assure initial **necessity of services** considering the current

circumstances, history of interventions, limits of current resources and potential plans for stabilization.

- (b) If there is sufficient initial necessity, then the proposal will be reviewed by the RRC to determine a recommendation of approval or denial.
- (c) If approved, the Specialized Request will follow the same process indicated in (2)(a), "Authorization, Monitoring and Review."
- (3) If denied, the Requestor will be notified in writing with rationale determined by the RRC.

c. **Performance Requirements**

Providers submitting invoices for payment under any of the Service Elements identified in Section (1) above must meet the conditions shown in the specific Service Element in Exhibit B-1 to receive prompt and complete payment of invoices.

d. **Reporting Requirements**

See Exhibit E, 10 for the specific Service Element(s) requirements.

e. **Special Reporting Requirements**

See Exhibit B-1 for the specific service element(s) requirements.

f. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

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

Use Payment and Settlement language, for the specific Service Element(s) requirements, in Section 1.

25. Service Name: NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS

Service ID Code: **MHS 20**

a. Service Description

(1) Definition(s):

DSM-5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (or DSM-V), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA's) classification and diagnostic tool. The DSM-5 serves as a universal authority for psychiatric diagnosis.

(2) MHS 20 Services are:

- (a)** Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
- (b)** Community based services that shall include one or more of the following:
 - i.** Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
 - ii.** Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;
 - iii.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
 - iv.** General outpatient services including, but not limited to, care coordination and case management;
 - v.** Medication and medication monitoring;
 - vi.** Meaningful Individual and family involvement;
 - vii.** Rehabilitation services including Individual, family and group counseling;
 - viii.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
 - ix.** Other services and supports as needed for Individuals at the sole discretion of OHA.
- (c)** Services County shall provide, but is not limited to:
 - i.** Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of

behavioral health conditions to facilitate access to appropriate services;

- ii. Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted and approved Local Plan; and
- iii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:
 - A. Brief motivational counseling; and
 - B. Supportive services to facilitate participation in ongoing treatment.

b. Performance Requirements

County shall:

- (a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;
- (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

See Exhibit E, 10.

d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

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

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

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award."

26. Service Name: ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES

Service ID Code: MHS 24

a. Service Description

- (1) Acute Psychiatric Inpatient Services are inpatient psychiatric Services delivered to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program; and are suffering from an acute mental illness or other mental or emotional disturbance posing a danger to the health and safety of the Individual or others. The Services are primarily delivered on an inpatient basis and are intended to stabilize, control, or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the Individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary Services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric Services are delivered and to divert Individuals from acute care services.

- (2) Intermediate Psychiatric Inpatient Services in this Service Description provide Long-Term Psychiatric Care (LTPC) Services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are Mental Health Services within the scope of ORS 430.630 and OAR 309-091-0000 through 309-091-0050 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

- (a) CCOA – Mental Health, Physical Managed Care, and Dental services.
- (b) CCOB – Mental Health and Physical Managed Care services.
- (c) CCOE – Mental Health services.
- (d) CCOG – Mental Health and Dental services.

b. Performance Requirements

- (1) Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 (3) and (4), and ORS 426.241 (5).
- (a) Services may only be delivered to the following Individuals:
 - i. An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;
 - ii. An Individual committed to OHA under ORS 426.130; or
 - iii. An Individual voluntarily seeking Acute and Intermediate Psychiatric Inpatient Services (MHS 24 Services), provided

that service capacity is available and the Individual satisfies one or more of the following criteria:

- A. The Individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric Services;
 - B. The Individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of intensive inpatient psychiatric treatment would reverse the decompensation process; or
 - C. Individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
- (b) Hospital and Secure Residential Treatment Providers of MHS 24 Services shall comply with OAR 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225, respectively, as such rules may be revised from time to time.
- (c) Facilities used by County or its Providers for Services under MHS 24 Service Description shall maintain certification by the Joint Commission on Accreditation of Health Care Organization (JCAHO) or other nationally recognized accrediting body acceptable to OHA, licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, and comply with the following applicable rules:
- i. OAR 309-008-0100 through 309-008-1600 “Behavioral Health Treatment Services”
 - ii. OAR 309-033-0200 through 309-033-0970 “Involuntary Commitment Proceedings”
 - iii. OAR 309-032-0301 through 309-032-0890 “Community Treatment and Support Services” Secured Transportation Services under MHS 24 Service Description shall be approved under OAR 309-033-0400 through 309-033-0440, as such rules may be revised from time to time.
- (d) Hospital and Secure Residential Treatment Providers of Services under this Agreement shall submit required information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual’s admission to and discharge from the Provider’s facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.
- (2) Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:
- (a) Services shall be delivered to the following Individuals:

- B. Documentation that the Individual is civilly committed and has a permanent Guardian or Attorney-in-fact (ORS 127.505 through 127.660); and
 - C. Clinical documentation including, but not limited to, Physician's History and Physical, Psychosocial History, labs and other testing, consultation documentation from medical and psychiatric providers, progress notes from psychiatrist(s) (and other physician(s)), nurse(s), social worker(s), and other therapist(s) involved in current episode of care; or
 - ii. A mutually agreed upon date by OHA and the CCO, if the OHA date of receipt (identified above as date of determination) cannot be firmly established.
- (g) Ineligibility:
- i. Individuals who are not OHP enrollees of a CCO upon hospitalization in LTPC Services are ineligible for financial assistance.
 - ii. Individuals who are dually or singly eligible Medicare or private/employee-based health care covered Individuals are ineligible for financial assistance.
- (h) OHA reserves the right to re-determine if an Individual meets the eligibility qualifications for LTPC. If a re-determination results in the Individual no longer meeting the LTPC criteria, as determined by OHA, the days remaining for the Individual may no longer be eligible for financial assistance. Notification of determination and re-determination will be provided to County in written form, including rationale for the decision(s).
- (i) OHA will provide financial assistance for Services for OHP-CCO enrolled members (Individuals) determined appropriate for such care beginning on the effective date of such determination as established above, until the time that the Individual is discharged from such setting.
- (j) OHA will not be responsible for providing financial assistance for Services when OHA determines that an OHP-CCO enrolled member (Individual) is not appropriate for LTPC and denies the CCO's request for LTPC.
- (k) OHA retains all rights regarding final determination of an Individual's eligibility for Services.

c. **Special Reporting Requirements**

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

- (1) Acute Psychiatric Inpatient Services:
County shall submit electronically, to amhcontract.administrator@dhs.ohio.gov, an annual accounting report of financial assistance within 45 calendar days from the end of the contract year.
- (2) Intermediate Psychiatric Inpatient Services:
Hospital and Secure Residential Treatment Providers of Services under this Agreement must submit required information to OHA electronically, through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual's admission to and discharge from the Provider's facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.

d. Financial Assistance Calculation, Disbursement Procedures, and Confirmation of Performance and Reporting Requirements:

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

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

(1) Acute Psychiatric Inpatient Services

Use Part A payment language, Section 1.f.(1).

(2) Intermediate Psychiatric Inpatient Services

The Part C awards will be calculated, disbursed, and confirmed as follows:

(a) Calculation of Financial Assistance:

OHA will provide financial assistance to County at \$834.61 per day, per authorized Individual. OHA is not obligated to pay County for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices. All allotments made by OHA are subject to the limitation described herein.

(b) Disbursement of Financial Assistance:

- i. Invoices shall be submitted electronically, to amhcontract.administrator@dhs.ohio.gov, with the subject line "Invoice, contract #(your contract number), contractor's name" on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual's last date of Services.
- ii. All payments made to County under this Agreement are subject to recovery by OHA as follows:
 - A. If an audit of the Services rendered by County under this Agreement, whether directly or through subcontract(s), results in a refund to or disallowance by the federal government of payment made to County under this Agreement, OHA may recover

- from County the amount of the refund or disallowance and any applicable OHA matching funds.
- B.** If County expends funds awarded to County under this Agreement for unauthorized expenditures, OHA may recover from County the full amount of unauthorized expenditures.
- iii.** In the event funds awarded to County under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to County:
- A.** Offset the amount subject to recovery against other funds due County from OHA under this Agreement or otherwise; or
- B.** Demand that County pay to OHA the amount subject to recovery, in which case County shall immediately pay said amount to OHA. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit G, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- iv.** Upon 30 calendar days advance written notice to County, OHA may withhold financial assistance otherwise due County under this Agreement if County fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to County, OHA may withhold financial assistance if County or its Provider(s) no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Services. Withholding of financial assistance may continue until County submits the required reports or performs the required Services. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- v.** OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County or its Provider(s) performs Services subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

27. **Service Name:** **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

a. **Service Description**

(1) Purpose:

Community Crisis Services for Adults and Children (MHS 25 Services) are immediately available behavioral health crisis assessment, triage, and intervention Services delivered to Individuals and their families experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

(2) Definitions:

- (a) **Care Coordination** means an assessment-driven, process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved Providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services. It addresses interrelated medical, social, developmental, behavioral, educational and financial needs to achieve optimal health and wellness outcomes and efficient delivery of health-related services and resources both within and across systems. Care Coordination contributes to a patient-centered, high-value, high-quality care system.
- (b) **Community-based** means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting.
- (c) **Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to out of home placement or to a significantly higher level of care, or prevent physical harm or death.
- (d) **Child** means an individual under the age of 18. An individual with Medicaid eligibility who needs services specific to children, adolescents, or young adults in transition shall be considered a child until age 21.
- (e) **Crisis Line Services** means phone-based Services that establish immediate communication links and provide supportive interventions and information for Individuals in an urgent or emergent situation.

- (f) **Mobile Crisis Response Time** means the time from the point when a professional decision is made that a face-to-face intervention is required, to the time the actual face-to-face intervention takes place in the community.
 - (g) **Mobile Crisis Services** means Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis or emergency in the most integrated setting possible, and to avoid unnecessary emergency room visits, hospitalization, inpatient psychiatric treatment, child welfare involvement, placement disruption, homelessness, involuntary commitment, and arrest or incarceration.
 - (h) **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional Services and supports.
 - (i) **Service Plan** means a comprehensive plan for Services and supports provided to or coordinated for an Individual and their family, per OAR 309-019-111 as applicable, that is reflective of the assessment and the intended outcomes of Service.
- (3) MHS 25 Services shall not be contingent on type of insurance. All children and adults, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible
- (4) MHS 25 Services shall include, but are not limited to, the following:
- (a) Provide Crisis Services to Individuals 24 hours a day, 7 days a week face-to-face or telephone/telehealth. Screening to determine the need for immediate Services for any Individual and/or their parent/caregiver requesting assistance or for whom assistance is requested. Services shall be for Individuals across their lifespan, and shall be trauma informed and culturally, linguistically and developmentally appropriate.
 - (b) A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate, as defined in OAR 309-019-0105(94) QMHP and (95) QMHA, regarding the need for further treatment;
 - (c) Provide brief Crisis intervention;
 - (d) In the case of a child, appropriate child and family psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;

- (e) In accordance with OAR 309-019-0151, in the case of a child and family, appropriate stabilization services including child psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified mental Health Professional, that are specific to the assessment and identified in the initial treatment plan. Stabilization services may be provided up to 56 total calendar days, or as long as necessary with the primary goals described in (1) (b)(vii) above.
- (f) In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;
- (g) Connections shall be made to any supports, services and community placements necessary to protect and stabilize the Individual adult, child and family as quickly as possible.
- (h) Arrangement for the provision of involuntary psychiatric Services at a hospital or non-hospital facility approved by OHA, when an Individual's behavior requires it;
- (i) Crisis Line Services shall be provided in accordance with OAR 309-019-0300 through 309-019-0320; and

(j) Mobile Crisis Services:

The effectiveness of Mobile Crisis Services in de-escalating a Crisis and diverting emergency room, hospitalization, child welfare involvement or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These Services provide access to a multi-disciplinary support team and ready resources, such as access to urgent appointments, brief respite services, and the ability to provide follow-up stabilization services when indicated. Services shall be trauma informed and culturally, linguistically and developmentally appropriate and are designed to meet each Individual's need including Individuals with co-occurring intellectual and/or developmental disabilities and those with substance use disorders.

County shall provide Mobile Crisis Services according to OAR 309-019-0150

- (k) Provide disaster response, Crisis counseling Services to include:
 - i. Responding to local disaster events by:
 - A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other "first-responders"; disaster relief shelters; and the community-at-large.
 - B. Coordinating Crisis counseling Services with County Emergency Operations Manager (CEOM); and

providing Crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.

- ii. Assisting CMHP's in the provision of these Services as part of a mutual aid agreement; and
- iii. For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these Services.

b. Performance Requirements

- (1) County shall comply with OAR 309-019-0100 through 309-019-0324, as such rules may be revised from time to time.
- (2) County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

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

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

- (1) Individual's name;
- (2) Gender;
- (3) Date of birth;
- (4) Medicaid identification number (if applicable)
- (5) Race;
- (6) Ethnicity;
- (7) Location of Mobile Crisis Service
- (8) Disposition of the Mobile Crisis contact;
- (9) Mobile Crisis Response Time; and
 - (a) Response time begins from the point when a professional decision is made that a face-to-face intervention is required.
 - (b) Response time ends when the actual face-to-face intervention takes place in the community between the Individual and the mental health practitioner.

(10) Reason for exceeding maximum response time (if applicable).

e. **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).

28. Service Name: NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: MHS 26

a. Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), as specified in Exhibit C, "Financial Assistance Award," and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

- (a) Care coordination and residential case management services;
- (b) Vocational and social services;
- (c) Rehabilitation;
- (d) Support to obtain and maintain housing (non-JPSRB only);
- (e) Abuse investigation and reporting;
- (f) Medication (non-JPSRB only) and medication monitoring;
- (g) Skills training;
- (h) Mentoring;
- (i) Peer support services;
- (j) Emotional support;
- (k) Occupational therapy;
- (l) Recreation;
- (m) Supported employment;
- (n) Supported education;
- (o) Secure transportation (non-JPSRB only);
- (p) Individual, family and group counseling and therapy;
- (q) Rent Subsidy (non-JPSRB only); and
- (r) Other services as needed for Individuals, at the sole discretion of OHA.

(2) Performance Requirements

- (a) Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or are considered Young Adults in Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:

- (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to youth and young adults;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;
 - (f) The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - (g) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
 - (h) Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case by case basis.
- (b) Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:
- (a) Additional staffing;
 - (b) Transportation;
 - (c) Interpreter services;
 - (d) Medical services and medications;
 - (e) Rental assistance, room and board, and personal incidental funds; or
 - (f) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.
- (3) **Reporting Requirements**
See Exhibit E, 10.

(4) **Special Reporting Requirements**

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

There shall be a report from each Young Adult Residential Treatment Program providing Services under this Agreement within the County (or one report that breaks out each separate entity) for data subject to that specific quarter. Each report shall include the following components:

- (a) Number admitted;
- (b) Demographic information for admits
- (c) Number discharged
- (d) Demographic information for discharges
- (e) Program Strengths
- (f) Program Challenges
- (g) Success Story

In addition, all programs for which financial assistance is awarded through this Agreement shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf>, to each Individual and include the results on the quarterly report. Counties providing both MHS 26 and MHS 27 Services need only provide one report for both Services.

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

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

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

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award."

29. Service Name: RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: MHS 27

a. Service Description

- (1) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27 Services) are mental health Services delivered to Individuals 17 through 24 years of age in a group residential setting to enable the Individual to acquire sufficient stability and connectivity to the community to enable them to live as independently as they choose. These are Individuals who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), and are transitioning from an institutional setting, or in need of a structured and supportive transitional living environment. This includes Individuals without insurance or those who are under-insured. Programs are expected to maximize this funding to enhance an Individuals' likelihood of living independently in the community through the provision of the Services listed in MHS 27.
- (2) Individuals eligible for these Services are those that the OHA's Young Adult Coordinator or designee determines are unable to live independently at the time of the referral, without supervised intervention, training, or support.
- (3) Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization, or who are a danger to themselves or others, or who otherwise require transitional care to remain in the community.
- (4) These Services have no timeline. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory.
- (5) It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact, or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice per week.
- (6) MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
 - (a) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - (b) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
 - (c) Money and household management;

- (d) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
- (e) Provision of care including the assumption of responsibility for the safety and well-being of the Individual;
- (f) Administration, supervision, and monitoring of prescribed and non-prescribed medication and client education on medication awareness;
- (g) Provision or arrangement of routine and emergency transportation;
- (h) Developing skills to self-manage emotions;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- (j) Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- (k) Skills training;
- (l) Mentoring, peer delivered services, and peer support services;
- (m) Positive use of leisure time and recreational activities;
- (n) Supported education;
- (o) Supported employment;
- (p) Occupational therapy; and
- (q) Recreation.

b. Performance Requirements

- (1) Services to Individuals through 24 years of age under the jurisdiction of the JPSPRB or are considered Youth & Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following principles and practices:
 - (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to Youth & Young Adults in Transition;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The individual service and support plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

- (f) The individual service and support plan will include a specific section addressing Services and supports unique to the developmental progress of Youth & Young Adults in Transition, including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention; and
 - (g) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (2) Services to individuals under the jurisdiction of the JPSRB shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.
 - (3) Providers of MHS 27 Services funded through this Agreement shall comply with OAR 309-035-0100 through 309-035-0225, as such rule may be revised from time to time.
 - (4) Providers of MHS 27 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600.
- (3) **Reporting Requirements**
See Exhibit E, 10.
 - (4) **Special Reporting Requirements**
 - (a) County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, the following written reports using forms and procedures prescribed on OHA's website located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - i. A quarterly report that includes the following elements per each Young Adult Residential Treatment Program per subject quarter:
 - A Number admitted;
 - B Demographic information for admits;
 - C Number discharged;
 - D Demographic information for discharges;
 - E Program strengths;
 - F Program challenges; and
 - G Success story.
 - ii. In addition, all programs shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf>, as an outcome measurement tool.

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

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

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

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.”

30. Service Name: RESIDENTIAL TREATMENT SERVICESService ID Code: MHS 28**a. Service Description****(1)** Residential Treatment Services (MHS 28) are:

- (a)** Services delivered on a 24-hour basis to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program. Individuals must be 18 years of age or older with mental or emotional disorders, who have been hospitalized or are at immediate risk of hospitalization, who need continuing Services to prevent hospitalization or who are a danger to themselves or others, or who otherwise requires continuing care to maintain stability and learn skills needed to be placed in a more integrated community setting; and
- (b)** Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a Plan of Care that is individualized to promote stabilization, skill building, and preparation to be living in a more integrated community.

- (2)** MHS 28 Services delivered in Residential Treatment Facilities (RTF), as defined in OAR 309-035-0105, Residential Treatment Homes (RTH), as defined in OAR 309-035-0105, or another licensed setting approved by OHA include, but are not limited to, the following:
 - (a)** Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - (b)** Timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
 - (c)** Management of personal money and expenses;
 - (d)** Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
 - (e)** Provision of care including assumption of responsibility for the safety and well-being of the Individual;
 - (f)** Administration and supervision of prescribed and non-prescribed medication(s);

- (g) Provision of or arrangement for routine and emergency transportation;
- (h) Management of aggressive or self-destructive behavior;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0200. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County and any Providers shall notify Individuals in writing of admission decisions [in](#) accordance with OAR 309-035-0163(11).

b. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital (OSH); second priority to referrals for Individuals on the OSH wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a RTH, a RTF or Secured Residential Treatment Facility (SRTF), in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Other required, approved Services for civil commitment (non-PSRB) Individuals who are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule Rate. Disbursement will be made by invoice in accordance with the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below. Approved Services may include one or more of the following:

- (1) Additional staffing;
- (2) Interpreter services;
- (3) Medical services and medications;
- (4) Rental assistance for Individuals not covered by Medicaid for reasons such as a PSRB Individual who is not Medicaid-eligible, or an Individual who is Medicaid-eligible but whose funding has not yet started; room and board; and personal and incidental funds; and
- (5) Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

If County has authorized or anticipates authorizing delivery of MHS 28 Services to an Individual and wishes to reserve MHS 28 Service capacity as defined in OAR

309-011-0115(3), up to a maximum of 30 calendar days for that Individual while the Individual is not actually receiving MHS 28 Services, County shall submit a written Reserved Service Capacity Payment (RSCP) request and a CAR to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP request and the CAR for a non-Medicaid-eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid-eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

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

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

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award." The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

31. Service Name: MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD

Service ID Code: MHS 30

a. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

(1) Monitoring Services include:

- (a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (b)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (d)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (e)** Administrative activities related to the Monitoring Services described above, including but not limited to:
 - i. Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - ii. Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - iii. Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
 - iv. Implementing board-approved modifications of Conditional Release Orders;

- v. Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;
- vi. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
- vii. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

(2) Security and Supervision Services includes:

(a) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

| Security Services Matrix | Low Risk | Med Risk | High Risk |
|--------------------------|----------|----------|-----------|
| Low Care | Rate 1 | Rate 2 | Rate 3 |
| Med Care | Rate 2 | Rate 3 | Rate 4 |
| High Care | Rate 3 | Rate 4 | Rate 5 |

(b) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:

- i.** Additional staffing;
- ii.** Transportation;
- iii.** Interpreter services;
- iv.** Medical services and medications;
- v.** Rental assistance, room and board, and person and incidental funds;
- vi.** Payee
- vii.** Guardianship (initial and ongoing) costs;
- viii.** To obtain legal identification for Individuals receiving supported housing and intensive case management services as identified in Monitoring Services section above; and

ix. Non-medically approved services including, but not limited to assessment, evaluation, outpatient treatment, and polygraph.

b. **Performance Requirements**

- (1) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- (1) Conditional Release Plan or Conditional Release Order;
- (2) Monthly progress notes;
- (3) Incident reports;
- (4) Evaluations and assessments;
- (5) Notifications of Revocation and Order of Revocation;
- (6) Treatment Plans
- (7) Notification of Change of Residence; or
- (8) Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

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

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

32. Service Name: ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES

Service ID Code: MHS 31

a. Service Description

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been diagnosed with a severe mental illness with complex behaviors and require intensive community mental health services for successful integration into the community.

b. Performance Requirements

- (1) Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.
- (2) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (3) MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS's APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- (4) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.
- (5) County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual's medical or psychiatric condition, which jeopardizes the placement.

c. **Reporting Requirements**

See Exhibit E, 10. In addition:

County shall submit a Referral Outcome Form within 21 days of receiving a referral to, enhancedcare.team@dhsosha.state.or.us

County prepares and electronically submits to, enhancedcare.team@dhsosha.state.or.us,

- (1) Monthly Enhanced Care Services Census Report;
- (2) ECS Data Base Part I; and
- (3) ECS Data Base Part II.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, the following reports using forms and procedures as prescribed on OHA's website, located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>:

- (a) Monthly Enhanced Care Services Census Report;
- (b) ECS Data Base Part I; and
- (c) ECS Data Base Part II.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

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

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

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's fillings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Agreement."

33. Service Name: ADULT FOSTER CARE SERVICEService ID Code: MHS 34**a. Service Description**

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual's skills to the extent that he or she may live more independently.

Integrated setting was recently explained in a publication by the Department of Justice², dated June 22, 2011, as follows:

“In the years since the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities.”

“By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.”

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA’s Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

² https://www.ada.gov/olmstead/q&a_olmstead.htm

MHS 34 Services include, but are not limited to, the following:

- (1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- (3) Management of personal money and expenses;
- (4) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (5) Provision of care including assuming the responsibility for the safety and well-being of the individual;
- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision of or arrangement for routine medical and emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (10) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

b. Performance Requirements

- (1) Providers of Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- (2) Prior to commencement of Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.
- (3) County shall assist OHA's function of licensing and certifying homes providing Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
 - (a) For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:

- i. Foster Home License or Certification Application;
 - ii. Foster Home Inspection Form;
 - iii. Criminal History Check;
 - iv. A letter of support in the form and substance attached as Attachment #1, and
 - v. Any other information necessary for licensing or certifying the residences.
- (b) For renewal of existing licenses and certifications: County shall assist OHA with the completion and submission to OHA of a letter of support in the form and substance attached as Attachment #1, and with inspection of the homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
- (c) County shall assist currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
- i. Maintaining and distributing copies of OHA’s “Basic Training Course and Self-Study Manual” and associated video tapes; and
 - ii. Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by County as required above.

c. **Reporting Requirements**

See Exhibit #, 10.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

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

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

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award;”

ATTACHMENT #1

Health Systems Division
500 Summer Street NE E-86
Salem, OR 97301

Dear HSD Licensing and Certification Unit Manager,

Pursuant to OAR 309-040-0315 (3)(e), I am submitting this letter of support on behalf of [name of CMHP], an authorized designee of the Local Mental Health Authority in [County].

At this time, [name of CMHP] is in support of the operation of [name of AFH] AFH located at [full address of AFH] under the following conditions:

- The provider maintains substantial compliance with all regulations that govern the licensure and safe operation of AFHs.
- The provider ensures the delivery at all times adequate room and board, food, safety and sanitation oversight, compliance with building and maintenance requirements, supervision, and care to vulnerable adults with mental, emotional, or behavioral disorders who reside at the AFH by qualified and approved providers, resident managers, staff, and volunteers.
- The provider timely submits incident reports to the CMHP in accordance with applicable ORS' and OARs.
- The provider complies with any additional requirements or conditions set forth by the Health Systems Division, Oregon Health Authority.

[name of CMHP] will immediately notify HSD when it changes its level of support for the continued operation of or adjusted placement referral decisions associated with [name of AFH] AFH.

[name of CMHP] will immediately notify HSD in writing if CMHP staff become aware of or observe any violations to regulations that govern the health, safety, and welfare of residents who reside at the home.

[name of CMHP] will provide a detailed written summary to HSD (and to the Office of Training, Investigations, and Safety, *formerly OAAPI*) if CMHP staff become aware of or observe any medication errors, inadequate or unsafe physical conditions of the home, unauthorized persons living or sleeping in the home, failure by the AFH provider to timely submit incident reports, suspected abuse or neglect to residents, crimes committed on the property, or in any other situation that jeopardizes the health, safety, and welfare of vulnerable adults who live in and receive services in the home.

Name of the LMHA representative or designee who is signing this letter of support: [name]

Full title of the LMHA representative or designee who is signing this letter of support: [title]

Email of the LMHA representative or designee who is signing this letter of support: [email]

Signature of the CMHP Director or designee

Date of signature

34. Service Name: OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES

Service ID Code: MHS 35

a. Service Description

Older or Disabled Adult Mental Health Services (MHS 35 Services) are:

- (1) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health Services delivered to older or disabled adults with mental illness, as such Services are further described in the Specialized Service requirement MHS 35A; or
- (2) If Specialized Service requirement MHS 35B applies, residential Services delivered to older or disabled Individuals with serious and persistent mental illness, as such Services are further described in the Specialized Service requirement MHS 35B.

b. Performance Requirements

- (1) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35A" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.
- (2) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35B" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsola.state.or.us, written quarterly summary financial and program narrative reports on the delivery of Older or Disabled Adult Mental Health Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement, that are subject to Specialized Service requirements 35A and 35B. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures

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

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

Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.

35. Service Name: PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)

Service ID Code: MHS 36

a. Service Description

- (1) Pre-admission Screening and Resident Review Services (MHS 36 Services) are evaluation services delivered to Individuals who are entering a nursing facility where a PASRR level I screen has indicated that they have a serious and persistent mental illness (SPMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, those uninsured, underinsured, or have exhausted Medicaid Services, Citizen/Alien-Waived Emergent Medical, Medicare, Private Insurance, or Private Pay.
 - (a) Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious persistent mental illness; or
 - (b) Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.
- (2) Pre-admission Screening and Resident Review Services must determine if:
 - (a) Individuals have a serious and persistent mental illness, as defined in OAR 309-032-0860(22); and
 - (b) If those determined to have a serious and persistent mental illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

b. Performance Requirements

- (1) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act of 1987 (OBRA 1987), as amended by OBRA 1990, including but not limited to 42 U.S.C. 1396r(e)(7) and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.
- (2) County shall require that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 Services review and evaluation.
- (3) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-019-0105(61)).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written forms HSD 0438 and HSD 0440, no later than 21 calendar days following each review for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

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

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

County understands and agrees that funding under Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set forth in Exhibit C, "Financial Assistance Award."

36. Service Name: START-UPService ID Code: MHS 37**a. Service Description**

The funds awarded for MHS 37 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award,” and Exhibit K, “Start-Up Procedures.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve mental health services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow the procedures as prescribed by that unit.

MHS 37 funds are typically disbursed prior to initiation of services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit K, that will be needed to provide the services planned and delivered at the specified site(s).

b. Performance Requirements

The funds awarded for MHS 37 must be expended only in accordance with Exhibit K, “Start-Up Procedures,” which is incorporated herein by this reference.

c. Special Reporting Requirements

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

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

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

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

37. **Service Name:** **SUPPORTED EMPLOYMENT SERVICES**

Service ID Code: **MHS 38**

a. **Service Description**

(1) Provide Individual Placement and Support (IPS) Supported Employment Services (MHS 38 Services) consistent with the Dartmouth IPS Supported Employment Fidelity Model. The IPS Fidelity Manual, published by Dartmouth Psychiatric Research Center, incorporated by reference herein, can be found in the IPS Employment Center's Document Library, at: <https://ipsworks.org/index.php/library/>, or at the following link:

https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

(2) **Definitions:**

- (a) **Competitive Integrated Employment** means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (b) **Division Approved Reviewer** means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contracted entity responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment Programs statewide.
- (c) **Supported Employment Services** are individualized Services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported Employment Services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests, and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

b. **Performance Requirements**

County shall provide MHS 38 Services in a manner that is consistent with fidelity standards established in OAR 309-019-00270 through 309-019-0295 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified

Providers to deliver MHS 38 Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38 Services. MHS 38 Services must be provided by Providers meeting Supported Employment fidelity scale standards.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of MHS 38 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

- (1) A Provider delivering MHS 38 Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual known to be enrolled in the Oregon Health Plan at the time Services are delivered.
- (2) Quarterly reports shall include, but are not limited to:
 - (a) Individuals with Serious and Persistent Mental Illness (SPMI) who receive MHS 38 Services and are employed in Competitive Integrated Employment, as defined above; and
 - (b) Individuals with SPMI who no longer receive MHS 38 Services and are employed in competitive integrated employment without currently receiving supportive services from a supported employment specialist; and
 - (c) Individuals with SPMI who received MHS 38 Services as part of an Assertive Community Treatment (ACT) Program.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements**

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

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

38. Service Name: PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

Service ID Code: MHS 39

a. Service Description

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(10), who experience homelessness or are at imminent risk of becoming homeless. Individuals may also have a co-occurring Substance Use Disorder (SUD).

PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help homeless Individuals with SMI secure safe and stable housing, improve their health, and live a self-directed, purposeful life.

Eligible Services, not otherwise covered by another resource, are as follows:

- (1) Outreach services including prioritization of those with serious mental illness who are veterans and experiencing homelessness or in danger of becoming homeless;
- (2) Screening and diagnostic treatment services;
- (3) Habilitation and rehabilitation services;
- (4) Community mental health services including recovery support services (e.g. peer specialist/recovery coaches);
- (5) Alcohol and drug treatment services;
- (6) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;
- (7) Case management services, including:
 - (a) Preparing a plan for the provision of community mental health and other supportive services to the eligible homeless Individuals and reviewing such plan not less than once every three months;
 - (b) Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals who experience homelessness, including services relating to daily living activities, peer support, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational training, and housing;
 - (c) Providing assistance to eligible Individuals who experience homelessness in obtaining income support services, including housing assistance, food stamps, and supplemental securing income benefits;

- (d) Referring eligible Individuals who experience homelessness for such other services as may be appropriate; and
- (e) Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individuals who experience homelessness are receiving aid under title XVI of such Act and if the applicant is designated by the Secretary of the Social Security Administration to provide such services.
- (8) Supportive and supervisory services in residential settings including shelters, group homes, supported apartments and other residential settings specifically serving those living with serious mental illness or co-occurring disorders;
- (9) Referrals for primary health services, job training, educational services, and relevant housing services; and including use of peer providers to help to assure that these services are successfully accessed by homeless individuals with serious mental illness(es) and co-occurring disorders; and
- (10) Housing services as specified in Section 522(b)(10) of the PHS Act as amended (U.S.C. § 290cc-22(b)), including:
 - (a) Minor renovation, expansion, and repair of housing;
 - (b) Planning of housing;
 - (c) Technical assistance in applying for housing assistance;
 - (d) Improving the coordination of housing services;
 - (e) Security deposits;
 - (f) Costs associated with matching eligible homeless Individuals with appropriate housing situations; and
 - (g) One-time rental payments to prevent eviction.

No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services

In order to proactively and comprehensively address the spectrum of Service needs for Individuals who experience chronic homelessness, OHA strongly encourages recipients of MHS 39 funds to use PATH funds to prioritize provision of street outreach, coupled with case management, to the most vulnerable adults who are literally and chronically homeless.

b. Performance Requirements

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services funded through this Agreement shall:

- (1) Use third party and other revenue realized from provision of Services to the greatest extent possible;
- (2) Implement policies and procedures to prioritize use of other available funding sources for PATH Services;
- (3) Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:
 - (a) Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;
 - (b) Medicaid or Medicare;
 - (c) Veterans Administration Benefits; and
 - (d) Supplemental Nutrition Assistance Program (SNAP).
- (4) Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an Intended Use Plan for PATH funds consistent with the requirement set forth in Funding Opportunity Announcement; and
- (5) Provide, at a minimum, the following:
 - (a) Meet or exceed the current Government Performance and Results Act (GPRA) Measures posted to the PATH Data Exchange website <https://pathpdx.samhsa.gov/> for the following measures:
 - i. Percentage of enrolled homeless persons in the PATH program who receive community mental health services
 - ii. Number of homeless persons contacted
 - iii. Percentage of contacted homeless persons with serious mental illness who become enrolled in services
 - iv. Number of PATH providers trained on SSI/SSDI Outreach, Access, and Recovery (SOAR) to ensure eligible homeless clients are receiving benefits.
 - (b) Active participation in the local Continuum of Care;
 - (c) Attendance at semi-annual PATH Provider meetings;
 - (d) Attendance at PATH Technical Assistance trainings as requested by OHA;
 - (e) Development of an annual PATH Intended Use Plan including a line item budget and budget narrative using forms and templates provided by OHA;
 - (f) Participation in annual PATH program site reviews conducted by OHA; and
 - (g) Participation in federal site reviews as needed or requested by OHA.
- (6) All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).

- (7) Service Providers who are recipients of MHS 39 funds must match, directly or through donations from public or private entities, MHS 39 funds in an amount that is not less than \$1 of non-federal funds for each \$3 of federal PATH funds allocated through MHS 39.
- (a) Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.
- (b) Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly and annual progress and financial reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which financial assistance is awarded through this Agreement. Quarterly and Annual Progress Reports must be completed and submitted at the PATH Data Exchange website. Financial Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Quarterly written reports documenting PATH eligible financial expenditures shall be electronically submitted to amhcontract.administrator@dhsosha.state.or.us.

Quarterly and Annual Progress Reports documenting actual utilization and demographic data submitted through the PATH Data Exchange at

<https://pathpdx.samhsa.gov/> .

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

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

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

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

1. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

Specialized Service: **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**

Exhibit B-2 Code: **26A**

a. **Service Description** (exceeding Section 1, MHS 26)

Early Assessment and Support Alliance (EASA) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately 2 years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

(1) **Definitions:**

- (a) **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- (b) **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- (c) **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- (d) **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.
- (e) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about

schizophrenia-related conditions. This reduces the duration of untreated psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(2) **Performance Requirements** (exceeding Section 2, MHS 26)

County shall provide Services to eligible Individuals as listed below, subject to the availability of funds:

- (a) **Eligible Population:** EASA Services are to be provided to Individuals ages 12 through 27 years of age whom:
- i. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than 12 months; and
 - ii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- (b) Access to EASA across all referral sources: emergency departments, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contact shall be made by EASA staff with the Individual (and family) within 24-48 hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- (c) Services intended to be a transitional coordinated specialty care service, designed to last an average of 2 years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- (d) Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- (e) Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- (f) Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- (g) The EASA team works with people in five phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.
- i. Phase 1 (up to 6 months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths, resources, needs, and goals, start of multi-family groups, stabilization of current situation.
 - ii. Phase 2 (approximately 6 months): Adaptation: More extensive education to the individual and family/primary support system, address adaptation

- issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.
- iii.** Phase 3 (approximately 6 months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
 - iv.** Phase 4 (approximately 6 months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, establish ongoing treatment relationship and recovery plan.
 - v.** Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.
- (h)** Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:
- i.** Rapid access to psychiatric and counseling services;
 - ii.** Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
 - iii.** Coaching on rights regarding access to employment, school, housing, and additional resources;
 - iv.** Single family psycho-education and multi-family groups;
 - v.** Support for vocational education and independent living goals consistent with IPS framework;
 - vi.** Access to licensed medical psychiatric care, health related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
 - vii.** Provision of substance use disorder treatment within the team
 - viii.** Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;
 - ix.** Community-education.
- (i)** Setting(s) for Service Delivery: Determined by the needs and goals of the Individual and their circumstances.
- (j)** Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.

- (k) EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at <http://www.easacommunity.org>. If County lacks qualified providers to deliver EASA services and supports, a plan to adjust the model will be developed with the EASA Center for Excellence staff and OHA.
- (l) **(Additional Licensing or Certification Requirements:**
 The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf>. If County lacks qualified Providers to deliver EASA Services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for Individuals to access EASA Services.
 EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org>.
- (m) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (3) **Special Reporting Requirements** (exceeding Section 4, MHS 26)
 Forms are located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 Counties providing EASA Services shall submit data quarterly, directly into the Oregon Health & Science University (OHSU) EASA RedCap Data System. Instructions for data entry into RedCap are located at <https://www.easacommunity.org/resources-for-professionals.php> and individual provider entry is located at <https://octri.ohsu.edu/redcap/>. Quarterly data shall be submitted no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
 Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.
- (4) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Section 5, MHS 26)
 None.

2. Service Name: **RESIDENTIAL TREATMENT SERVICES**
 Service ID Code: **MHS 28**
- Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**
 Exhibit B-2 Code: **28A**

a. **Service Description and Performance Requirements** (exceeding Exhibit B-1, MHS 28)

- (1) Funds awarded for MHS 28 Services that are identified in Exhibit C, “Financial Assistance Award,” as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(60)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:
- (a) A Class 1 facility (as described in OAR 309-033-0520 (3)) is approved to:
- i. Be locked to prevent a person from leaving the facility;
 - ii. Use seclusion and restraint; and
 - iii. Involuntarily administer psychiatric medication.
- (b) A Class 2 facility (as described in OAR 309-033-0520 (4)) is approved to be locked to prevent a person from leaving the facility.
- (2) Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:
- (1) Comply with OAR 309-035-0100 through OAR 309-035-0225V, as such rules may be revised from time to time;
 - (2) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and
 - (3) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of Individuals, as identified in their service plans, on a 24-hour basis.

b. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

c. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

3. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
 Service ID Code: **MHS 35**
- Specialized Service: **GERO-SPECIALIST**
 Exhibit B-2 Code: **35A**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

- (1) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- (2) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;
- (3) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;
- (4) Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;

- (5) Regular collaboration with APD, DHS’s Aging and Disabilities Resource Connection, CMHPs, CCO’s and CCO ICC Teams, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
 - (6) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
 - (7) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and
 - (8) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.
- c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)
None
- d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)
None

4. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
Service ID Code: **MHS 35**
- Specialized Service: **APD RESIDENTIAL**
- Exhibit B-2 Code: **35B**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35 Services) Specialized Service requirements (MHS 35B Services) are residential services delivered directly or indirectly to Individuals with serious and persistent mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement. In addition, an annual referral for APD eligibility is required, or earlier if there is a significant change in the Individual's physical status.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with serious and persistent mental illness, who are determined not eligible for services under the Older Americans Act of 1965 as amended, yet would benefit from residential services from APD and meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT C
FINANCIAL ASSISTANCE AWARD**

MOD#: _____

CONTRACT#: _____ CONTRACTOR: _____

INPUT CHECKED BY: _____ DATE CHECKED: _____

COLUMN HEADERS:

| | | | | | |
|---------------------------|-------------|--------------------------|------------------------|-----------------|------------------------|
| <u>SE#</u> | <u>FUND</u> | <u>PROJ CODE</u> | <u>CPMS</u> | <u>PROVIDER</u> | <u>EFFECTIVE DATES</u> |
| <u>SLOT CHANGE / TYPE</u> | <u>RATE</u> | <u>OPERATING DOLLARS</u> | <u>STARTUP DOLLARS</u> | <u>PART ABC</u> | <u>PART IV</u> |
| <u>PAAF CD</u> | <u>BASE</u> | <u>CLIENT CODE</u> | <u>SP#</u> | | |

MODIFICATION INPUT REVIEW REPORT

MOD#: A0030

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# |
|------------------------|------|-----------|---------------|-----------------------|------------------|--------|-------------------|--------------------------|---------|---------|------|-------------|-----|
| CALENDAR YEAR: 2022 | | | | | | | | | | | | | |
| BASEAD DESCHUTES CO. | | | | | | | | | | | | | |
| 63 | STD | -0- | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$116,088.00 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 63 | | | | | | | \$116,088.00 | \$0.00 | | | | | |
| BASEAD DESCHUTES CO. | | | | | | | | | | | | | |
| 66 | 520 | -0- | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$185,011.02 | \$0.00 | A | 1 | Y | | 1 |
| BASEAD DESCHUTES CO. | | | | | | | | | | | | | |
| 66 | STD | -0- | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$216,597.56 | \$0.00 | A | 1 | Y | | 1 |
| TOTAL FOR SE# 66 | | | | | | | \$401,608.58 | \$0.00 | | | | | |
| GAMBL DESCHUTES CO. | | | | | | | | | | | | | |
| 80 | 888 | -0- | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$32,000.00 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 80 | | | | | | | \$32,000.00 | \$0.00 | | | | | |
| TOTAL FOR 2022 | | | | | | | \$549,696.58 | \$0.00 | | | | | |
| TOTAL FOR A0030 173133 | | | | | | | \$549,696.58 | \$0.00 | | | | | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 11/15/2021

Contract#: 173133
REF#: 000

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2021-2023 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2022 calendar year, at the level proposed for the 2021 calendar year or higher (continuing service level or "CSL"). 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.

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.

A0030 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.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173133

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| SE# | FUND | CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP DOLLARS ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# | |
|---------------------|------|--------|------------------|-----------------------|------------------|------------|-------------------|---------------------|---------------|---------|------|-------------|-----|--|
| CALENDAR YEAR: 2022 | | | | | | | | | | | | | | |
| | | | BCIVLM | SYS MGT CO-EDGECLIFF | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2022 - 6/30/2022 | 0 /NA | \$4,387.59 | \$26,325.54 | \$0.00 | A | 1 | Y | | 3 | |
| | | | BCIVLM | SYS MGT CO-DESCHUTES | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2022 - 6/30/2022 | 0 /NA | \$9,053.00 | \$54,318.00 | \$0.00 | A | 1 | Y | | 1 | |
| | | | BCIVLM | SYS MGT CO-12TH ST | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2022 - 6/30/2022 | 0 /NA | \$4,387.59 | \$26,325.54 | \$0.00 | A | 1 | Y | | 2 | |
| | | | TOTAL FOR SE# 1 | | | | | <u>\$106,969.08</u> | <u>\$0.00</u> | | | | | |
| | | | BASE | RENTAL ASSISTANCE | | | | | | | | | | |
| 12 | 804 | RNTAST | | 1/1/2022 - 6/30/2022 | 0 /NA | \$0.00 | \$112,852.00 | \$0.00 | A | 1 | Y | | | |
| | | | BASE | RENTAL ASSISTANCE | | | | | | | | | | |
| 12 | 804 | RNTAST | | 1/1/2022 - 6/30/2022 | 30 /SLT | \$0.00 | \$148,080.00 | \$0.00 | C | 1 | Y | | | |
| | | | TOTAL FOR SE# 12 | | | | | <u>\$260,932.00</u> | <u>\$0.00</u> | | | | | |
| | | | BASE | NI CRISIS SERVICES-M | | | | | | | | | | |
| 25 | 806 | NICRSE | | 1/1/2022 - 6/30/2022 | 0 /NA | \$0.00 | \$204,152.00 | \$0.00 | A | 1 | Y | | | |
| | | | TOTAL FOR SE# 25 | | | | | <u>\$204,152.00</u> | <u>\$0.00</u> | | | | | |
| | | | BASE | SYSTEM MANAGEMENT AN | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$53,021.32 | \$0.00 | A | 1 | Y | | | |
| | | | BPSRHM | SYS MGT CO-DESCHUTES | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2022 - 12/31/2022 | 0 /NA | \$9,053.00 | \$108,636.00 | \$0.00 | A | 1 | Y | | 1 | |
| | | | TOTAL FOR SE# 1 | | | | | <u>\$161,657.32</u> | <u>\$0.00</u> | | | | | |
| | | | BASE | AID & ASSIST PROJECT | | | | | | | | | | |
| 4 | 804 | RAP | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$109,043.28 | \$0.00 | A | 1 | Y | | | |
| | | | TOTAL FOR SE# 4 | | | | | <u>\$109,043.28</u> | <u>\$0.00</u> | | | | | |
| | | | BASE | ASSERTIVE COMMUNITY | | | | | | | | | | |
| 5 | 804 | MHACT | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$177,018.98 | \$0.00 | A | 1 | Y | | | |
| | | | TOTAL FOR SE# 5 | | | | | <u>\$177,018.98</u> | <u>\$0.00</u> | | | | | |
| | | | CMHS | CRISIS AND ACUTE TRA | | | | | | | | | | |
| 8 | 801 | BLOCK | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$118,621.50 | \$0.00 | A | 1 | Y | | | |
| | | | BASE | CRISIS AND ACUTE TRA | | | | | | | | | | |
| 8 | 804 | CATS | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$74,378.50 | \$0.00 | A | 1 | Y | | | |
| | | | TOTAL FOR SE# 8 | | | | | <u>\$193,000.00</u> | <u>\$0.00</u> | | | | | |

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173133

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| SE# | FUND | CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP PART DOLLARS ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|---------------------|------|------|----------------------|-----------------------|------------------|--------|---------------------|--------------------------|---------|---------|------|-------------|-----|
| CALENDAR YEAR: 2022 | | | | | | | | | | | | | |
| 9 | 406 | | NI JAIL DIVERSION | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$330,808.68 | \$0.00 | A | 1 | Y | | |
| 9 | 804 | | JAIL DIVERSION | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$82,899.50 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 9 | | | | | | | <u>\$413,708.18</u> | <u>\$0.00</u> | | | | | |
| 10 | 411 | | NI MH PROMO AND PREV | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$137,333.32 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 10 | | | | | | | <u>\$137,333.32</u> | <u>\$0.00</u> | | | | | |
| 15 | 411 | | NI YOUNG ADULT HUB P | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$259,560.00 | \$0.00 | A | 1 | Y | | |
| 15 | 806 | | NI YOUNG ADULT HUB P | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$4,800.00 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 15 | | | | | | | <u>\$264,360.00</u> | <u>\$0.00</u> | | | | | |
| 17 | 804 | | INVOICE SERVICES | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$337,500.00 | \$0.00 | C | 1 | Y | | 4 |
| TOTAL FOR SE# 17 | | | | | | | <u>\$337,500.00</u> | <u>\$0.00</u> | | | | | |
| 20 | 301 | | MH BLOCK GRANT | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$202,888.50 | \$0.00 | A | 1 | Y | | |
| 20 | 401 | | NON-RESIDENTIAL MENT | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$207,038.08 | \$0.00 | A | 1 | Y | | |
| 20 | 804 | | NON-RESIDENTIAL MENT | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$291,411.30 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 20 | | | | | | | <u>\$701,337.88</u> | <u>\$0.00</u> | | | | | |
| 24 | 804 | | ACUTE AND INTERMEDIA | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$434,013.46 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 24 | | | | | | | <u>\$434,013.46</u> | <u>\$0.00</u> | | | | | |
| 25 | 406 | | COMMUNITY CRISIS SER | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$255,226.50 | \$0.00 | A | 1 | Y | | |
| 25 | 406 | | NI CRISIS SERVICES | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$200,000.00 | \$0.00 | A | 1 | Y | | |
| 25 | 806 | | COMMUNITY CRISIS SER | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | | \$0.00 | A | 1 | Y | | |

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173133

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| SE# | FUND | CODE | CMHS | PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP PART DOLLARS | PART ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|------------------------------|------|------|--------|----------|-----------------------|------------------|------------|---------------------|----------------------|----------|---------|---------|------|-------------|-----|
| CALENDAR YEAR: 2022 | | | | | | | | | | | | | | | |
| 25 | 804 | | CRISIS | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$381,796.00 | \$0.00 | A | 1 | Y | | | |
| TOTAL FOR SE# 25 | | | | | | | | <u>\$381,796.00</u> | <u>\$0.00</u> | | | | | | |
| CMHS EARLY ASSESSMENT AN | | | | | | | | | | | | | | | |
| 26 | 801 | | EASA | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$87,264.00 | \$0.00 | A 26A | 1 | Y | | | |
| BASE EARLY ASSESSMENT AN | | | | | | | | | | | | | | | |
| 26 | 804 | | EASA | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$312,683.90 | \$0.00 | A 26A | 1 | Y | | | |
| TOTAL FOR SE# 26 | | | | | | | | <u>\$399,947.90</u> | <u>\$0.00</u> | | | | | | |
| BPSREM PSRB DESIG CLIENT | | | | | | | | | | | | | | | |
| 30 | 804 | | PSRB | | 1/1/2022 - 12/31/2022 | 18 /SLT | \$465.27 | \$72,582.12 | \$0.00 | A | 1 | Y | | | |
| TOTAL FOR SE# 30 | | | | | | | | <u>\$72,582.12</u> | <u>\$0.00</u> | | | | | | |
| BASE GERO SPECIALISTS | | | | | | | | | | | | | | | |
| 35 | 804 | | GERO | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$9,648.22 | \$0.00 | A 35A | 1 | Y | | | |
| TOTAL FOR SE# 35 | | | | | | | | <u>\$9,648.22</u> | <u>\$0.00</u> | | | | | | |
| BASE SUPPORTED EMPLOYMENT | | | | | | | | | | | | | | | |
| 38 | 804 | | SUPEMP | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$87,641.94 | \$0.00 | A | 1 | Y | | | |
| TOTAL FOR SE# 38 | | | | | | | | <u>\$87,641.94</u> | <u>\$0.00</u> | | | | | | |
| BASE PATH GRANT | | | | | | | | | | | | | | | |
| 39 | 813 | | PATH | | 1/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$96,937.00 | \$0.00 | A | 1 | Y | | | 5 |
| TOTAL FOR SE# 39 | | | | | | | | <u>\$96,937.00</u> | <u>\$0.00</u> | | | | | | |
| BCIVILM SYS MGT CO-12TH ST | | | | | | | | | | | | | | | |
| 1 | 804 | | MHS01 | | 7/1/2022 - 12/31/2022 | 0 /NA | \$4,387.59 | \$26,325.54 | \$0.00 | A | 1 | Y | | | 2 |
| BCIVILM SYS MGT CO-DESCHUTES | | | | | | | | | | | | | | | |
| 1 | 804 | | MHS01 | | 7/1/2022 - 12/31/2022 | 0 /NA | \$9,083.00 | \$54,318.00 | \$0.00 | A | 1 | Y | | | 1 |
| BCIVILM SYS MGT CO-EDGECLIFF | | | | | | | | | | | | | | | |
| 1 | 804 | | MHS01 | | 7/1/2022 - 12/31/2022 | 0 /NA | \$4,387.59 | \$26,325.54 | \$0.00 | A | 1 | Y | | | 3 |
| TOTAL FOR SE# 1 | | | | | | | | <u>\$106,969.08</u> | <u>\$0.00</u> | | | | | | |
| BASE RENTAL ASSISTANCE | | | | | | | | | | | | | | | |
| 12 | 804 | | RNTAST | | 7/1/2022 - 12/31/2022 | 0 /NA | \$0.00 | \$112,852.00 | \$0.00 | A | 1 | Y | | | |
| BASE RENTAL ASSISTANCE | | | | | | | | | | | | | | | |
| 12 | 804 | | RNTAST | | 7/1/2022 - 12/31/2022 | 30 /SLT | \$0.00 | \$145,080.00 | \$0.00 | C | 1 | Y | | | |
| TOTAL FOR SE# 12 | | | | | | | | <u>\$257,932.00</u> | <u>\$0.00</u> | | | | | | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 11/16/2021

Contract#: 173133
REF#: 001

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2021-2023 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2022 calendar year, at the level proposed for the 2021 calendar year or higher (continuing service level or "CSL"). 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.

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.

- M0514 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.
- M0514 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.
- M0514 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.
- M0514 4A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26 ,27, 28, 30, 34 and 36 from 01/01/2022 to 12/31/2022 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

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 11/16/2021

Contract#: 173133
REF#: 001

based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0514 5A) These funds may only be used in accordance with federal regulations related to Projects For Assistance In Transition From Homelessness (PATH) grant. B) Providers of MHS 39 Services shall conduct outreach to a minimum of 85 adult individuals including outreach to a minimum of 170 PATH-Eligible consumers between 01/01/2022 to 12/31/2022.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. Heading.** The heading of the Financial Assistance Award consists of the following information:
- (1) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.
 - (2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
 - (3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
 - (4) **Input Checked** is for OHA's internal use only.
 - (5) **Date Checked** is for OHA's internal use only.
- b. Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit F, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
- (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
 - (2) **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD's financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:
 - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
 - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds
 - (c) 401 Mental Health Marijuana Tax – Other Funds
 - (d) 402 Cares Act Coronavirus Relief Fund– Federal Funds
 - (e) 406 Tobacco Tax New Investments – Other Funds
 - (f) 411 Tobacco Master Settlement Account – Other Funds

- (g)** 420 Beer and Wine Tax (20%) – Other Funds
- (h)** 421 Beer and Wine Tax (40%) Treatment – Other Funds
- (i)** 424 Intoxicated Driver Program Fund Outpatient – Other Funds
- (j)** 426 Criminal Fines Assessment Prevention – Other Funds
- (k)** 427 Marijuana Tax (20%) – Other Funds
- (l)** 428 Ballot Measure 110 – State Funds
- (m)** 450 Marijuana Tax (40%) – Other Funds
- (n)** 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
- (o)** 560 State Opioid Response – Federal Funds
- (p)** 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (q)** 804 Mental Health – General Funds
- (r)** 806 Mental Health New Investments – General Funds
- (s)** 807 Alcohol and Drug Treatment – General Funds
- (t)** 810 Behavioral Health Planning Grants – General Funds
- (u)** 811 Aid & Assist - General Funds
- (v)** 887 Veterans Behavioral Health Lottery Dollars – Lottery Funds
- (w)** 888 Gambling Treatment – Lottery Funds
- (x)** 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (y)** DDX Standard Fund Splits – Uses multiple fund types by percentage
- (z)** SBD Standard Fund Splits – Uses multiple fund types by percentage
- (aa)** SBT Standard Fund Splits – Uses multiple fund types by percentage
- (bb)** SDX Standard Fund Splits – Uses multiple fund types by percentage
- (cc)** STD Standard Fund Splits – Uses multiple fund types by percentage

Additional fund numbers may be added during the term of this Agreement and in the Financial Assistance Award by using an Administrative Memo to Counties via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” section 18., “Notice.” to note the new code number and description.

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment. Changes to the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” Section 18., “Notice.” County shall have 30 calendar days to request OHA replace the

Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.

- (3) **Column 3, Proj Code:** This item is for OHA's internal use only.
- (4) **Column 4, CPMS:** This item is for OHA's internal use only.
- (5) **Column 5, Provider:** This is either the Provider's name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.
- (6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method "A" (as described in Section (11), "Column 11, Part ABC," below), these dates also specify the time period during which the approved Service funds will be disbursed to County.
- (7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period specified on that line of the Financial Assistance Award. This column will be blank, followed by "NA" if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three-character designations and have the following meanings:
 - (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.
 - (b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds as set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.
- (10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses incurred in initiating, expanding, or upgrading the specified Service, or for other

special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit K of this Agreement and with startup procedures within the applicable Service Elements.

- (11) **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:
- (a) The letter 'A' indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, "Effective Dates."
 - (b) The letter 'B' indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.
 - (c) The letter 'C' indicates OHA will disburse the awarded funds in the manner specified in Column 16, "SP#."

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

- (12) **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.
- (13) **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.
- (14) **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:
- (a) The letter "Y" in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA's funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.

- (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.
- (c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.
- (15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.
- (16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.
2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, the financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same Child and Adolescent Needs and Strengths (CANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a

financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

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**EXHIBIT D
PAYMENT, SETTLEMENT, AND CONFIRMATION REQUIREMENTS**

1. OHA provides funding for Services through Part A, B, or C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” on lines in which column “Part ABC,” contains an “A” for Part A award, a “B” for Part B award, and a “C” for Part C award:
 - a. Funds awarded to County or Service Providers are subject to the following:
 - (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation and Disbursement” section, financial assistance requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate funding” means the total of all funding authorized in Exhibit C, “Financial Assistance Award.” The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding received by the County or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this financial assistance agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR funding is used to provide additional Service – increase capacity – under the same Service Element for which payment from OHA and TPR was provided.

County must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:

 - (a) OHA Contract name and number;
 - (b) Client name and date of birth;
 - (c) Service for which payment was received;
 - (d) Date of service covered by payment;
 - (e) Date of TPR payment received by County or Service Provider; and
 - (e) Amount of payment.
 - (2) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
 - (3) At no time will OHA pay above the Medicaid rate. Additionally, OHA will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <https://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
 - (4) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Contract or as required in an applicable Specialized

Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for Services, or termination of County's obligation to include the Program Area in which Services fall.

b. Part A awards:

OHA provides financial assistance for Services through Part A awards for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services, for Service Elements MHS 01, 08, 09, 10, 12, 13, 15, 16, 20, 24, 25, 26, 27, 28, 31, 34, 36, and A&D 61, 63, 65, 66, and 67.

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
 - (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections or applicable special conditions.

c. Part B awards:

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but may be included for budgetary purposes.

- (1) Part B awards are calculated and applied as follows:
 - (a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as

outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at:

<https://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>.

- (b) OHA calculates the rates and then processes claims through OHA's MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <https://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and
- (c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

d. Part C awards:

(1) Part C awards are calculated and applied as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to amhcontract.administrator@dhs.oha.state.or.us with the subject line "Invoice, contract # (your contract number), contractor name." Financial assistance provided by OHA shall be subject to the limitations described in this Agreement.

- (a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.
- (b) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

e. Start-Up awards:

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for A&D 60 and MHS 37 Services from funds identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit K, "Start-Up Procedures." The total OHA financial assistance for all A&D 60 and MHS 37 activities described herein under a particular line of the Financial

Assistance Award shall not exceed the total funds awarded for A&D 60 and MHS 37 as specified in that line of the Financial Assistance Award.

(2) **Disbursement of Financial Assistance:**

- (a) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Start-Up funds awarded for A&D 60 and MHS 37 in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Report," as described in and in accordance with Exhibit L, "Start-Up Procedures."
- (b) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

f. **Settlement and Confirmation of Performance Requirements:**

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description.

(1) **Agreement Settlement:**

- (a) Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of the Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

(b) **Agreement Settlement for Start-Up Services:**

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Start-Up and amounts due for Services based on actual allowable expenditures incurred in accordance with the Service Description and Exhibit L, "Start-Up Procedures."

County shall submit all Start-Up Request and Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement, whichever is earlier, shall not be accepted nor any funds owed by OHA.

(2) **Confirmation of Performance and Reporting Requirements:**

County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting

Requirements” sections, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services falls and subject to the terms and limitations in this Agreement.

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**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

- 1. County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 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 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.
- 2. Limitations on use of Financial Assistance Awarded for Addiction Treatment, Recovery, & Prevention Services.** Financial assistance awarded under this Agreement for Addiction Treatment, Recovery, & Prevention Services (as reflected in the Financial Assistance Award), may not be used to:

 - a. Provide inpatient hospital services;
 - b. Make cash payments to intended recipients of health services;
 - c. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
- 3.** County shall maintain separate fund balances for the Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling Services.
- 4. County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0120 through 407-045-0955, as such statutes and rules may be revised from time to time.
- 5. Trauma Informed Services** also referred to as **Trauma Informed Care (TIC)**. CMHP shall comply with OAR 309-019-0105(118) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care

(TIC) Policy located at <https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf>. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification, and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.
7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.
8. **Performance Standards and Quality Measures.** County shall comply with the following:
 - a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
 - b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (4) **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving Addiction Treatment, Recovery, & Prevention Services with funds provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

- (5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to Addiction Treatment, Recovery, & Prevention Services only.
- (8) **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
- (a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (b) **Supported Housing:** This measure is to count integrated housing for Individuals with Serious and Persistent Mental Illness (SPMI). The measure will be calculated based on the Individuals receiving rental assistance through the Rental Assistance Program and through the identification of Supported Housing in the community.
- (c) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (d) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of Individuals with a goal of improved attendance. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

- (e) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (f) **Oregon State Hospital (OSH) Ready to Transition List (RTT):** All Contractors need to work together to make sure when an Individual is deemed Ready to Transition, they are discharged timely and with the appropriate Services and supports. This measure will be calculated by identifying the length of time from RTT to discharge for Individuals at OSH under civil commitment. This measure applies only to Community Mental Health services.

9. Upon OHA's identification of any deficiencies in the County's performance under this Agreement, including without limitation failure to submit reports as required, failure to expend available funding, or failure to meet performance requirements, County shall prepare and submit to OHA within 30 calendar days a Corrective Action Plan (CAP) to be reviewed and approved by OHA. The CAP shall include, but is not limited to, the following information:
- a. Reason or reasons for the CAP;
 - b. The date the CAP will become effective, with timelines for implementation;
 - c. Planned action already taken to correct the deficiencies, as well as proposed resolutions to address remaining deficits identified, with oversight and monitoring by OHA; and
 - d. Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

10. **Reporting Requirement for MOTS**

All Individuals receiving Services under Service Element(s) A&D 03, 61, 62, 63, 64, 65, 66, 67, and/or MHS 01, 04, 05, 08, 09, 13, 15, 20, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at: <https://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

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

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs shall all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor or a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and /or substance abuse services).
- e. Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsosha.state.or.us.

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**EXHIBIT F
GENERAL TERMS AND CONDITIONS**

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
- (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
- (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.
- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1)** No County default, as described in Section 6 of Exhibit G, "Standard Terms and Conditions," has occurred.
- (2)** County's representations and warranties, as set forth in Section 4 of Exhibit G, "Standard Terms and Conditions," are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. Recovery of Financial Assistance.**
- (1) Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) **Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and

identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a) If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) **County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:
- i. Make a payment to OHA in the full amount of the Misexpenditure as identified by OHA in the notice; or
 - ii. Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
 - iii. Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA’s notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, “Definitions,” County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County’s request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration.
 - ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A, “Definitions,” and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal

funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also pay to OHA the interest, if any, charged by the federal government on such amount.

- B.** If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

- C.** If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.
- D.** Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by OHA rule or an OHA writing that applied when the expenditure was made but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- II.** For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.
- OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.
- III.** The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
 - VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
 - VII. OHA rule does not authorize an expenditure that this Agreement prohibits.
- (d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County,

shall OHA deduct from any one payment due County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties' rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County's recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a. County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 62, A&D 65, A&D 80, A&D 81, A&D 82, A&D 83 and A&D 84, which are not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Award Adjustments section, County shall promptly notify in writing of such use.
- b. Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.
- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a “Provider”) through a contract (a “Provider Contract”). Subject to the Provider Monitoring section below, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and those subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations, and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit I, “Required Provider Contract Provisions,” in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.
- 6. Provider Monitoring.** County shall monitor each Provider’s delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
- 7. Alternative Formats and Translation of Written Materials, Interpreter Services.**
In connection with the delivery of Program Element services, County shall make available to Client, without charge, upon the Client’s reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If County does not have access to such alternate formats, then County can request them from OHA.
 - b. All written materials related to the services provided to the Client in the Client’s language. If County does not have access to such languages, then County can request written materials in the Client’s language from OHA.
 - c. Oral interpretation services related to the services provided to the Client in the Client’s language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. County shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client’s who are deaf or hard of hearing and whose preferred mode of communication is sign language.

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

- 8. Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
 - a. Client, Service, and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
- 9. Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA’s obligation to provide financial assistance for that Service in accordance with Exhibit G, Termination section; or (c) termination by the County, in accordance with Exhibit G, Termination section, of County’s obligation to include in its CMHP a Program Area that includes that Service.
- 10. OHA Reports.**
 - a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County’s Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
- 11. Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
- 12. Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<https://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

- 13. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
- 14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.
- 15. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 16. Purchase and Disposition of Equipment.**
- a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network;
 - (2) Personal Computer;
 - (3) Printer/Plotter;
 - (4) Server;

- (5) Storage device that will contain client information;
 - (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
 - (7) Software, when the acquisition cost is \$100 or more.
- b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:
- (1) Description of the Equipment;
 - (2) Serial number;
 - (3) Where Equipment was purchased;
 - (4) Acquisition cost and date; and
 - (5) Location, use, and condition of the Equipment.

County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@dhsola.state.or.us no later than 45 calendar days following the end of this Agreement. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.

- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a Special Condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Disbursement and Recovery of Financial Assistance above.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT G
STANDARD TERMS AND CONDITIONS**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. **THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.** Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145, (e) 45 CFR 164 Subpart C, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** County represents and warrants as follows:

 - (1) Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by County of this Agreement.
 - (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade, or profession;
 - (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
 - (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
 - (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards, and requirements set forth in the Financial Assistance Award, applicable Service Description, and applicable Specialized Service Requirement.
- b. OHA represents and warrants as follows:
- (1) **Organization and Authority.** OHA has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
 - (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid, and binding obligation of OHA, enforceable in

accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free, and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

- c. County: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets; or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards, and requirements set forth in the Financial Assistance Award and applicable Service Description.

- 7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. OHA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if County does not obtain funding, appropriations, and other expenditure authorizations from County's governing body, federal, state, or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations, and other expenditure authorizations from federal, state, or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - (4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed, or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.
- c. OHA and County agree that this Agreement extends to March 31, 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 prior to January 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 31, 2022.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA’s obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA’s obligation to provide financial assistance for that Service.

- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
 - (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Community Mental Health Services (MHS 01) and System Management and Coordination - Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.
 - (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.
- c. Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:
- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
 - (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.
- d. Survival.** Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and

15 of Exhibit F. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable, good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. Insurance. County shall require Providers to maintain insurance as set forth in Exhibit J, "Provider Insurance Requirements," which is attached hereto.

11. Records Maintenance; Access and Confidentiality.

- a. Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
- b. Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.
- c. Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
- d. Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:
 - (1)** Client identification;

- (2) Problem assessment;
- (3) Treatment, training, or care plan;
- (4) Medical information when appropriate; and
- (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

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

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants County, its Provider(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its Provider(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
 13. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
 14. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
 15. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are

individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324
E-mail address: Larry.O.Briggs@dhsoha.state.or.us

COUNTY: Contact Name: _____
Title: _____
Street Address: _____
City, State Zip: _____
Telephone: _____ Facsimile: _____
E-mail address: _____

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
- 21. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by

that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

- 22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful, and effective meaning to the Agreement to the extent possible, consistent with the public interest.
- 23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the State is jointly liable with the County (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 24. Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's

Provider or any of the officers, agents, employees or subcontractors of the contractor(“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT H
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit G, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency** . County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying**. By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending, or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent, or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent, or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to hallucinations, paranoia, or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 10. Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a.** Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a) (27); 42 CFR Part 431.107(b)(1) & (2).
 - b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste, and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent, or managed care entity.

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

a. Order for Admissions:

- (1) Pregnant women who inject drugs;
- (2) Pregnant substance abusers;
- (3) Other Individuals who inject drugs; and
- (4) All others.

b. Women's or Parent's Services. If County provides A&D 61 and A&D 62 Services, County must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g., sexual and physical abuse counseling, parenting training, and childcare;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

c. Pregnant Women. If County provides any Addiction Treatment, Recovery, & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, County must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

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

- diseases, based on protocols established by OHA, for every Individual seeking Services from County; and
- (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For purposes of (2) above, “tuberculosis services” means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment services.
- f. OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention, and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
- (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit F, “General Terms and Conditions,” Section 7., “Alternative Formats and Translation of Written Materials, Interpreter Services”).
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- i. Oregon Residency.** Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. Tobacco Use.** If County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking

and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- k. Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery, & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery, & Prevention Service to that Individual.

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

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

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

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

- 17. Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.
- 18. Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
- 19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 20. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT I
REQUIRED PROVIDER CONTRACT PROVISIONS**

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

requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access, and Confidentiality.

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

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

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

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

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

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhs.oha.state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

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

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

4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
 - a. Client, service, and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 14. "Disclosure."
5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were

County thereunder, with the federal requirements set forth in Exhibit H “Required Federal Terms and Conditions,” to the certain 2022 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.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J “Provider Insurance Requirements,” of the certain 2019-2021 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.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

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**EXHIBIT J
PROVIDER INSURANCE REQUIREMENTS**

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"); and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. Professional Liability: **Required by OHA** **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract containing the following Services: | Required Insurance Amount: |
|---|----------------------------|
| A&D 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, 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, 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, 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 |

- 5. Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees, and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- 6. Notice of Cancellation or Change.** The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 7. “Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the Provider shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider’s completion and County ’s acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
- 8. Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

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**EXHIBIT K
START-UP PROCEDURES**

**Addiction Treatment, Recovery, & Prevention, and Problem Gambling (Service Element A&D 60)
Community Mental Health (Service Element MHS 37)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

1. Basis and Method of Payment

- a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e., the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. **Special Written Approval Authorizations**

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

a. **WHEN LEASING:**

- (1) Acquisition of real property, vehicles, or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. **OTHER:**

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. **Release of Payments**

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. **Start-Up Expenditure Documentation Maintained by County**

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. Dedicated Use Requirement

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. Removal of Liens

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling

1. Policies: Start-Up funds:

- a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
- b. Must be expended only for items and services listed below.
- c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.
- d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

2. Allowable Costs

- a. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - (1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;
 - (2) OPE costs; and
 - (3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
- b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.
 - (1) Lease/mortgage payments and deposits;
 - (2) Property taxes and maintenance fees not included in lease or mortgage payments;
 - (3) Utility costs, including hook-up fees;
 - (4) Equipment rental costs; and
 - (5) Initial insurance premiums (general liability and professional liability insurance).
- c. **Program Staff Training:** Up to 2 weeks for program staff, or as otherwise approved by OHA:
 - (1) Training materials;
 - (2) Training fees;
 - (3) Trainer fees; and
 - (4) Travel costs (excluding out of state).
- d. **Services and Supplies:**
 - (1) Program and office supplies; and
 - (2) Initial supplies of food, maintenance, and housekeeping items.

e. **Capital Outlay:**

- (1) Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;
- (2) Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- (3) Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- (4) Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- (5) Renovation of real property costing less than \$10,000.

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**EXHIBIT L
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

| Deschutes County | | | | |
|------------------------------|---|--------------------------------|----------------------------|---------------|
| Service Description # | Service Description Name | Vendor or Sub-recipient | All Funding Sources | CFDA # |
| MHS 01 | System Management and Coordination | | N/A | |
| A&D 03 | System Management and Coordination - Addictions Services | | N/A | |
| A&D 60 | Start-Up - Addictions Services | | N/A | |
| A&D 61 | Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services | | N/A | |
| A&D 62 | Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment | | N/A | |
| A&D 63 | Peer Delivered Services | | N/A | |
| A&D 64 | Housing Assistance | | N/A | |
| A&D 65 | Intoxicated Driver Program Fund (IDPF) | | N/A | |
| A&D 66 | Community Behavioral and Addiction Treatment, Recovery & Prevention Services | Subrecipient | SAPT | 93.959 |
| A&D 67 | Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity | | N/A | |
| A&D 71 | Youth Addiction, Recovery & Prevention Residential Treatment Services | | N/A | |
| A&D 80 | Problem Gambling Prevention Services | | N/A | |
| A&D 81 | Problem Gambling Treatment Services | | N/A | |
| A&D 82 | Problem Gambling Residential Services | | N/A | |
| A&D 83 | Problem Gambling Respite Treatment Services | | N/A | |

| | | | | |
|---------|--|--------------|------|--------|
| A&D 84 | Problem Gambling Client Finding Outreach Services | | N/A | |
| MHS 04 | Aid and Assist Client Services | | N/A | |
| MHS 05 | Assertive Community Treatment Services | | N/A | |
| MHS 08 | Crisis and Acute Transition Services (CATS) | Subrecipient | MHBG | 93.958 |
| MHS 09 | Jail Diversion | | N/A | |
| MHS 10 | Mental Health Promotion and Prevention Services | | N/A | |
| MHS 12 | Rental Assistance Program Services | | N/A | |
| MHS 13 | School-Based Mental Health Services | | N/A | |
| MHS 15 | Young Adult Hub Programs (YAHP) | | N/A | |
| MHS 16 | Peer Delivered Services (PDS) | | N/A | |
| MHS 16A | Veterans Peer Delivered Services | | N/A | |
| MHS 17 | Non-OHP Community and Residential Assistance | | N/A | |
| MHS 20 | Non-Residential Mental Health Services For Adults | Subrecipient | MHBG | 93.958 |
| MHS 22 | Non-Residential Mental Health Services For Child and Youth | | N/A | |
| MHS 24 | Acute and Intermediate Psychiatric Inpatient Services | | N/A | |
| MHS 25 | Community MH Crisis Services for Adults and Children | | N/A | |
| MHS 26 | Non-Residential Mental Health Services for Youth & Young Adults In Transition | Subrecipient | MHBG | 93.958 |
| MHS 26A | Early Assessment and Support Alliance (EASA) | | N/A | |
| MHS 27 | Residential Mental Health Treatment Services for Youth and Young Adults In Transition | | N/A | |
| MHS 28 | Residential Treatment Services | | N/A | |
| MHS 28A | Secure Residential Treatment Facility | | N/A | |
| MHS 30 | Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile | | N/A | |

| | Panels of the Psychiatric Security Review Board | | | |
|---------|---|--------------|------|--------|
| MHS 31 | Enhanced Care and Enhanced Care Outreach Services | | N/A | |
| MHS 34 | Adult Foster Care Services | | N/A | |
| MHS 35 | Older or Disabled Adult Mental Health Services | | N/A | |
| MHS 35A | Gero-Specialist | | N/A | |
| MHS 35B | APD Residential | | N/A | |
| MHS 36 | Pre-Admission Screening and Resident Review Services (PASRR) | | N/A | |
| MHS 37 | Start-Up - Community Mental Health | | N/A | |
| MHS 38 | Supported Employment Services | | N/A | |
| MHS 39 | Projects For Assistance In Transition From Homelessness Services (PATH) | Subrecipient | PATH | 93.150 |

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 173133 , hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____ ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 15, 2021

SUBJECT: Consideration to Request Additional Oregon Health Authority Federal Emergency Management Agency Funds for COVID-19 Vaccine Distribution and Outreach

RECOMENDED MOTION:

None at this time, If approved to proceed, a contract amendment will be submitted for a future meeting.

BACKGROUND AND POLICY IMPLICATIONS:

On December 7, 2021, the Oregon Health Authority (OHA) informed Deschutes County that Federal Emergency Management Agency (FEMA) Public Assistance award funds awarded under agreement #170124 for vaccine-related events are extended from December 31, 2021 to April 1, 2022. The County seeks Board approval to request an additional \$670,000 for this extended timeframe to continue support of vaccine clinics and booster rollout across Deschutes County. OHA/FEMA funds, if approved, will be awarded through a contract amendment, revising the agreement’s not-to-exceed amount to \$3,070,000 from \$2,400,000. The proposed budget is as follows:

| | |
|-------------------------------|------------------|
| Temporary Staff | |
| Vaccine Outreach | \$55,770 |
| Interpreters | \$22,620 |
| Call Center | \$140,000 |
| Pop-up Clinic | \$202,332 |
| Contracts | |
| Vaccinators | \$100,000 |
| Security | \$28,500 |
| Public Service Announcements | \$66,000 |
| Materials and Supplies | |
| Printing | \$22,000 |
| Signs | \$7,800 |
| Medical Supplies | \$14,000 |
| Room Rental | \$7,800 |
| Mileage Reimbursement | \$3,178 |
| TOTAL | \$670,000 |

BUDGET IMPACTS:

An additional \$670,000 to Fiscal Year 2022.

ATTENDANCE:

Greg Munn, Chief Financial Officer
Cheryl Smallman, Health Services Business Officer



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 15, 2021

SUBJECT: American Rescue Plan Funding Update

RECOMMENDED MOTION:

A to-be-determined motion will be required if the Board chooses to fund additional projects from ARPA funds.

BACKGROUND AND POLICY IMPLICATIONS:

This is a recurring agenda item to provide the Board of County Commissioners updates on the status of ARPA funds and the opportunity to review eligible project requests for funding consideration.

Discussion items for today's update:

1. Review affordable housing requests.
2. Review other ARPA funding requests.

BUDGET IMPACTS:

None. Budget appropriations for the entire \$38 million ARPA funding award are included in the FY 2021-22 Adopted Budget.

ATTENDANCE:

Greg Munn, Treasurer and Chief Financial Officer
Dan Emerson, Budget Manager

| | A | B | C |
|----|---|----------------------------|----------------------|
| 1 | Deschutes County American Recovery Plan Act | | |
| 2 | Eligible Project Requests - revised 12.08.21 | | |
| 3 | | | |
| 4 | | | |
| 5 | Category/Project Request | Outstanding Request | BOCC Approved |
| 6 | | | |
| 10 | Administrative | | 437,935 |
| 11 | ARPA Administration | | 392,000 |
| 12 | COIC "CARES extreme risk" grant distribution contract | | 10,935 |
| 13 | COIC Business/Non-profit assistance grant distribution contract | | 35,000 |
| 14 | Affordable Housing | 9,900,000 | 6,000,000 |
| 15 | Affordable Home Ownership - Kor Community Land Trust | 600,000 | |
| 16 | Expand Affordable and Workforce Housing in Sisters - Reserve | 500,000 | |
| 17 | Habitat for Humanity La Pine Sunriver Affordable Housing in South County | 1,200,000 | |
| 18 | Habitat for Humanity La Pine Sunriver Emergency/Critical Home Repairs in South County | 100,000 | |
| 19 | Habitat for Humanity-Bend 12 Townhomes 27th Street | 2,000,000 | |
| 20 | Habitat for Humanity-Bend 8 Townhomes WaterCress Way | 1,500,000 | |
| 21 | Habitat for Humanity-Sisters Woodland Project | 1,000,000 | |
| 22 | Hayden Homes Affordable Housing Project | 1,000,000 | |
| 23 | Housing Works Redevelopment and Expansion of Spencer Court in Redmond | 2,000,000 | |
| 24 | Reserve for future affordable/workforce housing projects | | 6,000,000 |
| 25 | Aid to Other Impacted Industries | 699,000 | |
| 26 | Bend Parks & Recreation District - Recruitment and Retention | 699,000 | |
| 27 | Broadband Infrastructure | | 300,000 |
| 28 | Regional Broadband Needs Assessment and Action Plan | | 300,000 |
| 29 | Childcare | | 7,675,000 |
| 30 | Infrastructure - Little Kits (Bend East: Boys and Girls Clubs, St. Charles) | | 2,100,000 |
| 31 | Infrastructure - Little Kits (Bend West) | | 1,000,000 |
| 32 | Infrastructure - MountainStar (La Pine, Redmond) | | 600,000 |
| 33 | Infrastructure - Re-Village (Sisters, Bend, Redmond) | | 350,000 |
| 34 | Infrastructure - Small Center Capacity Fund (Various, TBD) | | 500,000 |
| 35 | Workforce Development - COCC Business Accelerator | | 125,000 |
| 36 | Workforce Development - Contingency Reserve | | 906,000 |
| 37 | Workforce Development - NI Childcare Sustainability Pathway Program | | 284,000 |
| 38 | Workforce Development - NI FastTrack | | 1,060,000 |
| 39 | Workforce Development - OSU Little Kits Internship Program | | 750,000 |
| 40 | Food Assistance | 1,900,000 | 2,950,000 |
| 41 | 1017 Project | | 50,000 |
| 42 | Food Insecurity for Older Adults -- Partnership with Council on Aging & Redmond Senior Center | 300,000 | |
| 43 | NeighborImpact warehouse expansion | 1,400,000 | 2,400,000 |

| | A | B | C |
|----|--|----------------------------|----------------------|
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| 5 | Category/Project Request | Outstanding Request | BOCC Approved |
| 6 | | | |
| 44 | Nutritional assistance | | |
| 45 | The Giving Plate | 200,000 | 500,000 |
| 46 | Homelessness | 4,699,550 | 4,815,000 |
| 47 | Bend Heroes Vets Village construction support | | 100,000 |
| 48 | Bethlehem Inn Redmond | | 900,000 |
| 49 | Construction of Cleveland Avenue Project | 2,200,000 | 2,000,000 |
| 50 | Homeless Outreach County-wide Services | | 1,065,000 |
| 51 | Managed Camp - City of Bend | 750,000 | 750,000 |
| 52 | Master Plan assistance for homeless service campus in east Redmond | 32,050 | |
| 53 | New facility in Redmond | | |
| 54 | Operating Support for Existing Sisters Cold Weather Shelters | 50,000 | |
| 55 | Redmond Oasis Village Project | 367,500 | |
| 56 | Saving Grace Infrastructure | | |
| 57 | Shepherd's House Redmond Kitchen | 300,000 | |
| 58 | Sisters Cold Weather Shelter | 1,000,000 | |
| 59 | Public Health | 10,665,054 | 5,165,184 |
| 60 | Additional County cleaning supplies and labor (annual) | 168,000 | |
| 61 | Additional County cleaning supplies and labor FY21 | 49,000 | |
| 62 | Circuit Court COVID prevention | 428,754 | |
| 63 | Covid Testing | 250,000 | |
| 64 | COVID testing - Dr. Young | | 15,000 |
| 65 | Health Unintended Consequences | | 1,500,000 |
| 66 | Higher rated HVAC filters for County facilities | | |
| 67 | Isolation motel liability insurance | | 8,184 |
| 68 | Mobile morgue expansion unit | | 82,000 |
| 69 | Mobile technology upgrade for the Clerk | 6,600 | |
| 70 | North county health facility-acquisition and remodel | 8,300,000 | |
| 71 | North county health facility-furniture, fixtures and equipment | 897,700 | |
| 72 | Outreach Van | 85,000 | |
| 73 | Public Health Response Contingency | | 1,500,000 |
| 74 | South County Quick Response Unit and gurneys | 280,000 | |
| 75 | Technology enhancements for telemedicine and collaboration | 200,000 | |
| 76 | Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff) | | 2,000,000 |
| 77 | The Shield free counseling to Veterans | | 20,000 |

| | A | B | C |
|----|---|----------------------------|----------------------|
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| 4 | | | |
| 5 | Category/Project Request | Outstanding Request | BOCC Approved |
| 6 | | | |
| 78 | UV sanitizer for jail | | 40,000 |
| 79 | Small Business & Non-profit Assistance | 2,246,820 | 1,600,000 |
| 80 | Boys and Girls Club Bend-economic impact | 619,464 | |
| 81 | Business Assistance Placeholder | | 1,500,000 |
| 82 | La Pine Chamber of Commerce | 25,900 | |
| 83 | Redmond Chamber - lost revenue | 84,069 | |
| 84 | Redmond Chamber - Redmond Parklet | 40,000 | |
| 85 | Redmond Rotary | 90,000 | |
| 86 | Ronald McDonald House Charities | | 100,000 |
| 87 | School of Enrichment - Economic Hardship | 520,002 | |
| 88 | Sisters Chamber of Commerce | 49,060 | |
| 89 | Sisters Rodeo Association | 100,000 | |
| 90 | Small business grants - Sisters COC | 350,000 | |
| 91 | Sunriver Area Chamber of Commerce pandemic economic impact | 18,325 | |
| 92 | Sunriver Area Small Business Assistance Grant Program and Hiring Campaign | 350,000 | |
| 93 | Water Infrastructure | 2,750,000 | 2,250,000 |
| 94 | Deschutes County On-Farm Efficiency Water Conservation Investment | | 1,450,000 |
| 95 | NeighborImpact south county septic replacement program | 1,000,000 | |
| 96 | Terrebonne Wastewater System | 1,750,000 | 300,000 |
| 97 | Tumalo Sewer System - Reserve/placeholder | | 500,000 |
| 98 | Wastewater investments in South County | | |
| 99 | Grand Total | 32,860,424 | 31,193,119 |

Deschutes County American Recovery Plan Act

Affordable Housing Requests - 12.08.21

| Category/Project Request | Request | Type | Area | # Units | AMI | Total Cost | Timing |
|---|------------------|---------------|--------------|---------|---------|------------|--------|
| Affordable Home Ownership - Kor Community Land Trust | 600,000 | Single Family | Bend | 5 | 40-120% | 2,050,000 | 2024 |
| Expand Affordable and Workforce Housing in Sisters - Reserve | 500,000 | TBD | Sisters | TBD | | TBD | TBD |
| Habitat for Humanity La Pine Sunriver Affordable Housing in South County | 1,200,000 | Du/Triplexes | South County | 24 | 38% | 5,401,671 | 2026 |
| Habitat for Humanity La Pine Sunriver Emergency/Critical Home Repairs in South County | 100,000 | Repairs | South County | 200 | 30-40% | 350,000 | 2025 |
| Habitat for Humanity-Bend 12 Townhomes 27th Street | 2,000,000 | Townhomes | SE Bend | 12 | <80% | 3,500,000 | 2024 |
| Habitat for Humanity-Bend 8 Townhomes WaterCress Way | 1,500,000 | Townhomes | NE Bend | 8 | <80% | 2,500,000 | 2024 |
| Habitat for Humanity-Sisters Woodland Project | 1,000,000 | Single Family | Sisters | 10 | <60% | 3,850,000 | |
| Hayden Homes Affordable Housing Project | 1,000,000 | Various | East Bend | 108 | <80% | | |
| Housing Works Redevelopment and Expansion of Spencer Court in Redmond | 2,000,000 | Multifamily | Redmond | 16+44 | <60% | 16,100,000 | 2024 |
| Grand Total | 9,900,000 | | | | | | |

Affordable Housing for low-income, working households

2021 Proposal to the Deschutes County Board of Commissioners

Bend-Redmond, La Pine-Sunriver & Sisters Habitat, and Kôr Community Land Trust

Homeownership creates support for seniors and generational impact for parents and children through housing stability: simply put, homeownership leads to better health, stable employment, and better educational outcomes, while raising net family wealth¹. With housing costs and demand rising in a community still recovering from COVID impacts, affordable housing is a critical piece of economic, social, and community recovery for low-income, working families across Deschutes County. With an investment in four key partners who build affordable housing, the County invests in long-term residents who: strengthen the local economy as its local workforce, are consistent tax-payers, and have the discretionary income to invest back in the local economy.

Enclosed proposals from Kôr Community Land Trust and 3 Habitat for Humanity affiliates request American Rescue Plan Act funding from the Deschutes County Board of Commissioners, to make a one-time investment to provide generations with the family stability and wealth creation of homeownership throughout the county: Sisters, La Pine, Bend, and Redmond, and the neighborhoods and communities between. **Specifically, \$6.3 million in requested investment to Bend-Redmond, La Pine-Sunriver & Sisters Habitat and Kôr Community Land Trust will:**

- **Build 125-150 homeownership opportunities for working households and households close to poverty line** across Deschutes County:
 - **58-59 homes for extremely low-income to low income households** earning between 30-80% of Area Median Income² (for a family of 3, \$21,960 to \$57,900/yr)
 - **1-2 homes for the County's workforce** at the median AMI for Deschutes County (for a family of 3, \$68,875)
 - **Re-invest in and construct an estimated additional 75-90 homes** for low to extremely low-income households leveraging net proceeds from home sales/mortgage placements.
- **Attract \$11M in matching donations from foundations, private donors, and other government investments for the first 60 homes, with another \$10M + to follow.**
- **Raise educational attainment, employment stability, long-term good health, and long-term family wealth** – a huge, generational leg up for 60 working families, their children and elders, a critical investment in COVID recovery now and into the future.
- **Invest in long-term-to-permanent affordability**, guaranteeing that these homes will remain accessible to families with limited incomes in perpetuity, impacting up to 8 families per home over time, or 480 families over 50 years.

Need: Affordable Homes for Purchase *across* Deschutes County

Housing prices and construction costs have risen drastically since the start of the COVID pandemic,

¹ See enclosed: Beneficial impacts of homeownership: A research summary. Habitat International; accessed 11/20/21 <http://www.habitatbuilds.com/wp-content/uploads/2016/04/Benefits-of-Homeownership-Research-Summary.pdf>

² <https://www.oregon.gov/ohcs/compliance-monitoring/Documents/rents-incomes/2020/LIHTC/Deschutes-County-2020-Rent-Income-Limits.pdf>, <https://www.huduser.gov/portal/datasets/il/il18/FAQs-18r.pdf>

a reflection of supply chain woes and rising demand, of labor shortages and continued immigration. With rents already out of reach for the families who need stable housing most, the increase in median home price puts homeownership even further out of reach for working families whose essential labor has, in many cases, kept our economy going. These are the workers who stock grocery shelves; who clean hospital rooms; who assist physicians; and who pour concrete and hammer nails into the new homes we need. These are working individuals and families who can qualify for a mortgage but cannot afford to purchase a home on the rising market when their own wages remain stagnant. **This request supports Deschutes County’s essential workers and their families, investing in their futures and in the future of our collective economic recovery.**

The enclosed proposals outline regional specifics in need and impact, since workforce needs, average annual incomes, and housing prices vary widely from La Pine to Sisters, from Bend to Redmond, and the broad and connected rural neighborhoods spanning between these centers. Yet, despite differences in community need, in access to funding, and workforce needs, these regions are also interconnected; and **affordable homeownership opportunities are critical for short and long-term economic stability for families across Deschutes County.** Here, the coalition of Kôr Community Land Trust and Sisters, Bend-Redmond, and La Pine Habitat present a collected request designed to increase affordable housing equitably *across Deschutes County*, by investing in family-sized homeownership opportunities led by Bend, La Pine, and Sisters Habitats, and the County-wide work of Kôr Community Land Trust.

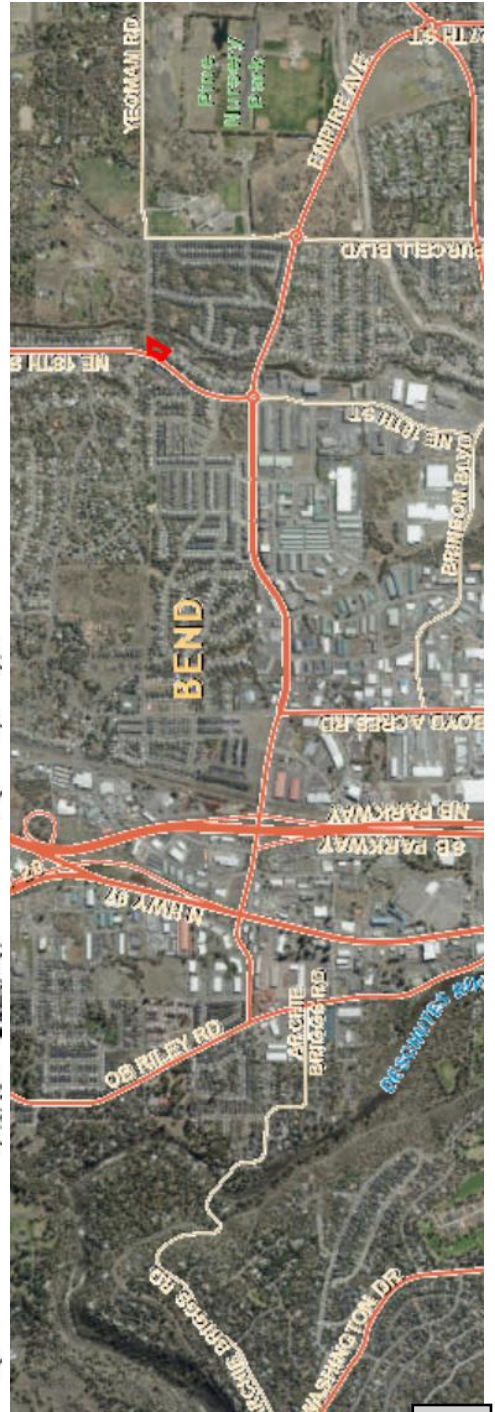
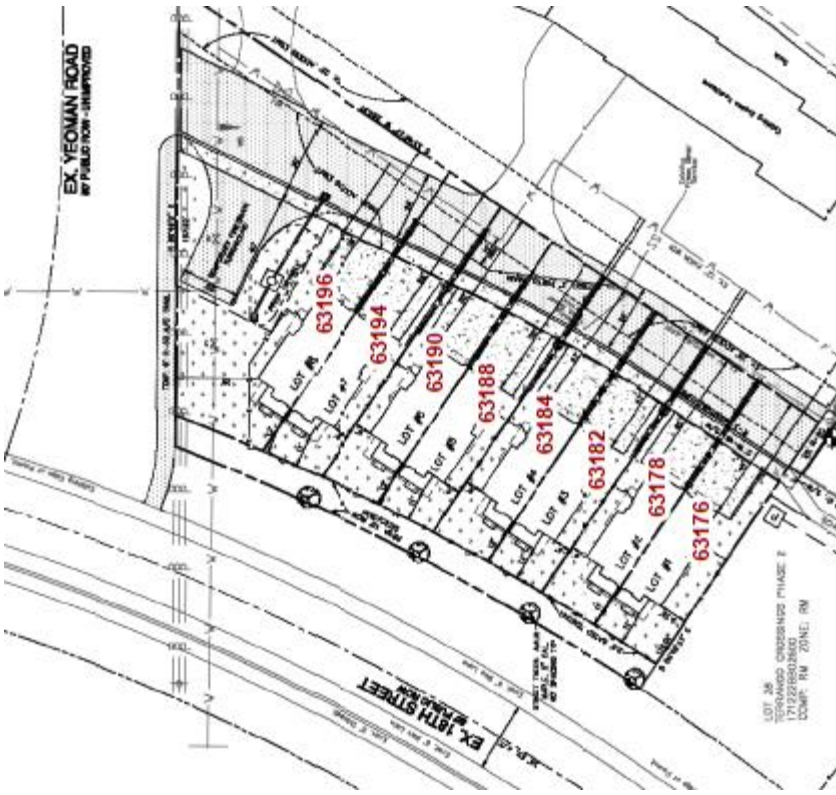
Collective budget and impact

| Organization | Location(s) | Affordable Housing Units Constructed by end 2026* | Est. Adults/ Children served | Deschutes ARPA request | Match leveraged | Total Cost |
|--------------------------|--|---|------------------------------|------------------------|---------------------|---------------------|
| Bend/Redmond Habitat | Bend: Watercress Way (NE Bend); SE 27th St | 78 (includes leveraged builds)* | 120 adults, 45 children | \$3,500,000 | \$2,500,000 | \$6,000,000 |
| Kôr Community Land Trust | Deschutes County county-wide flexibility, prioritizing outside of Bend | 5 | 10 adults, 5 children | \$600,000 | \$1,450,000 | \$2,050,000 |
| La Pine Sunriver Habitat | La Pine: Putney Place, La Pine Duplexes | 24 | 41 adults, 14 children | \$1,200,000 | \$4,201,671 | \$5,401,671 |
| Sisters Habitat | Sisters Woodlands | 10 | 15 adults, 6 children | \$1,000,000 | \$2,850,000 | \$3,850,000 |
| | | 117** | | \$6,300,000 | \$11,001,671 | \$17,301,671 |

*per Bend-Redmond Habitat proposal, leveraged to build add'l 18 homes by 2024 and build 40 more by 2026, for a total of 78. ARPA, Match, and Total Cost figures presented here for Bend-Redmond represent the first 20 homes.
 **For Kôr, La Pine and Sisters Habitats, anticipate an additional 7-33 leveraged builds, for 125-150 total.



WaterCress Way TOWNHOMES, Under 80% AMI Ownership
LOCATION: NE 18th and WaterCress, Bend
PROJECT: 8 Units on Affordable Land Lease
COST to Complete: \$2.5 Million
ASK: \$1.5 Million



**2-bedrooms, 1 1/2 bath
with garage**





November 22, 2021

Dear County Board of Commissioners,

Kôr Community Land Trust provides environmentally sustainable and permanently affordable homeownership opportunities for those who contribute to the fabric of the Deschutes County economy and community. **Kôr bridges the gap between renting and homeownership, making owning a home attainable and affordable for the County's workforce.** Through Kôr, people gain equity in their homes, without being cost-burdened by erratic rent payments and high utility bills. By creating more affordable homeownership opportunities, the County is ensuring an increase in long-term residents who: strengthen the local economy as its local workforce, are consistent tax-payers, and have enough discretionary income to invest back in the local economy.

Kôr Community Land Trust respectfully requests \$600,000 of funds from the American Rescue Plan Act for land acquisition within Deschutes County to create a homeownership community for at least five households earning between 30-120% AMI. Kôr's affordable homeownership opportunities are distinct in the way that they are:

- **Permanently affordable:** This one-time investment would create a long-term community asset in Deschutes County. Kôr uses deed restrictions upon resale to ensure that if the homeowners sell, the home resells to another income qualified homebuyer. Long term, Kôr's model of permanent affordability will serve approximately 8 income-qualified households within the homes' first 50 years. **That means investing in five households now, would serve an average of 40 households through the life of the home.**
- **Net-zero:** Kôr homes are designed to net-zero energy standards and feature solar panels, a tightly sealed building envelope, upgraded fixtures, hard surface flooring, and energy efficient lighting and mechanicals.
- **County-wide:** **Kôr is the only homeownership developer in the County that is not place-based and thus can develop affordable housing throughout the entire County.** This financial model is based on purchasing land outside of the City of Bend to ensure equitable access throughout the County. However, if Kôr used ARPA funds to purchase land within the City of Bend, it could serve twice as many households, thanks to the leveraged support from the City of Bend.
- **Inclusive workforce housing:** In its first development, Kôr served two households earning less than 40% AMI, two earning less than 80% and one earning less than 120%. Additionally, the households included two families with children, four female-headed

households, one household with a disability, and two senior households. Kôr anticipates its future communities will reflect a similar clientele.

Land Acquisition

It is Kôr’s strategic goal to serve more households in Kôr communities throughout the County. However, Kôr needs the County’s support to build more permanently affordable housing. Kôr is seeking one-acre to develop its next permanently affordable, net-zero community. Typically, Kôr secures land through a lengthy purchase timeline and then applies for City and State subsidy to close on the sale of land. This process takes an average of 9-12 months and requires a very patient seller. Given the competitive housing market, **Kôr has lost over twenty land acquisition opportunities** because the sellers have other sale options that do not require an average nine month holding period. This funding would be used to quickly acquire land, in which the fund would stay in the land and be used to bring down the price of the homeownership units.

Organizational Capacity

Kôr CLT has generated revenue for operating expenses since incorporating in 2014. Kôr’s support base and financial stability continues to grow each year, with the organization now managing a \$270,000 operational budget and \$832,000 in net assets. In the last year, Kôr, in partnership with Housing Works, closed on its first 5-unit affordable homeownership community and broke ground on its second 5-unit affordable homeownership community. The second development is funded and anticipated to be completed in Fall 2022. **Managed funding sources include: Affordable Housing Fee; Bend CDBG; OHCS LIFT; and private funds.**

Kôr is led by a 10-person Board of Directors with experience in the areas of commercial and residential construction management, general contracting, architecture, affordable housing management, and net-zero energy design and sustainability. Jackie Keogh has served as Executive Director since May 2021. Keogh brings over a decade of experience in affordable housing, having previously worked for Portland Housing Bureau and Proud Ground, the largest Community Land Trust in the Pacific Northwest. **Keogh has managed HUD pass-through grants, including HOME and CDBG, as well as OHCS’ LIFT and Down-payment Assistance.**

Project Timeline

| | |
|--------------------------------|-----------------------------|
| Land acquisition | March 2022 |
| Pre-development | March 2022 - March 2023 |
| Subdivision and Infrastructure | April 2023 - September 2023 |
| Building of the homes | October 2023 - June 2024 |
| Sale of Homes | July 2024 |

Proforma

Kôr is requesting granted funds given it will maintain affordability in perpetuity. For budget purposes, the assumption was made that Kôr will be able to build at least five homes on a

property outside of the City of Bend, within Deschutes County. If the site planning process allows for more units or if land is acquired within City of Bend, Kôr will submit an amended budget and proforma to show an increase of units and increase of leveraged funds. The proforma also includes project costs that were projected using the costs for a current cottage development; the infrastructure costs were adjusted due to likely rocky topography on the site; This land acquisition funding is first-in funding. Sources were estimated based on past available funding sources.

Deschutes County's \$600,000 would leverage a total of \$1,456,704, comprising \$410,318 in direct project sources and \$1,046,386 in home sales.

| Project Budget | | | | |
|--|-------------------|---------------------|---------------|-----------------------|
| PROJECT SOURCES | Year 1 (2020) | Year 2 (2021) | Year 3 (2022) | Total Project Sources |
| <i>Deschutes County Grant</i> | \$ 600,000 | | | \$ 600,000 |
| <i>Foundations and Private Support</i> | | \$ 60,000 | | \$ 60,000 |
| <i>State LIFT funds</i> | | \$ 200,000 | | \$ 200,000 |
| <i>In-kind donations, development</i> | \$ 11,375 | \$ 5,300 | | \$ 16,675 |
| <i>In-kind donations, net-zero energy</i> | | \$ 133,643 | | \$ 133,643 |
| <i>System development charge exemption</i> | | \$ 104,304 | | \$ 104,304 |
| <i>Construction Loan</i> | | \$ 1,106,386 | | \$ 1,106,386 |
| TOTAL PROJECT SOURCES | \$ 611,375 | \$ 1,609,633 | \$ - | \$ 2,221,008 |

| | |
|---------------------------------|------|
| Number of homes | 5 |
| Square feet (s.f.)/home | 1000 |
| Total s.f. | 5000 |
| Hard cost (\$/s.f) | 145 |
| Funding not due | |
| Loans to be repaid at occupancy | |

| PROJECT USES | Year 1 (2020) | Year 2 (2021) | Year 3 (2022) | Total Project Uses |
|---|-------------------|-------------------|-------------------|---------------------|
| Project Personnel Expenses | | | | |
| <i>Developer Fee - 7% of affordable units</i> | \$ 20,125 | \$ 45,840 | \$ 46,048 | \$ 112,014 |
| <i>Project management/ GC fee - 15%</i> | \$ 19,539 | \$ 44,505 | \$ 44,706 | \$ 108,750 |
| Sub Total Personnel Expenses | \$ 39,664 | \$ 90,345 | \$ 90,755 | \$ 220,764 |
| Non-Personnel Expenses | | | | |
| <i>Land</i> | \$ 315,000 | | | \$ 315,000 |
| <i>Pre-development</i> | \$ 31,290 | \$ 105,048 | \$ - | \$ 136,339 |
| <i>Subdivision/Infrastructure & site work</i> | \$ 10,000 | \$ 283,590 | \$ 58,500 | \$ 352,090 |
| <i>Building</i> | | \$ 381,393 | \$ 730,405 | \$ 1,111,798 |
| <i>Administration and carrying costs</i> | \$ 3,090 | \$ 48,545 | \$ 33,383 | \$ 85,018 |
| Sub Total Non-Personnel Expenses | \$ 359,380 | \$ 818,576 | \$ 822,288 | \$ 2,000,244 |
| TOTAL PROJECT USES | \$ 399,045 | \$ 908,921 | \$ 913,043 | \$ 2,221,008 |
| RUNNING NET | \$ 212,330 | \$ 913,043 | \$ 0 | \$ 0 |

| | |
|-------------------------------|----------------|
| HOME SALES | \$ 1,046,386 |
| Downpayment assistance | \$ 100,000 |
| SUBTOTAL REVENUE | \$ 1,146,386 |
| Stewardship fee | \$ (40,000) |
| LOAN REPAYMENT | \$ (1,106,386) |
| NET PROJECT REVENUE | \$ 0 |

Outcomes

Kôr's homeownership program supports homebuyers during the entire home buying process, including community outreach, homebuyer selection and income verification, mortgage readiness, home sale, and post-purchase support. Outcomes include:

1. Attracting at least 150 interested homebuyers to public, group education sessions.
2. Selecting 5 homebuyers and multiple back-up buyers from a housing lottery.
3. Referring households to NeighborImpact for housing education and counseling.
4. Working with selected homebuyers to help them leverage a traditional mortgage.

5. Producing 5 affordable and net-zero homes that will remain permanent community assets through the Community Land Trust, serving more income-qualified homebuyers when the units resell.

With the County's support, we can create a sustainable, equitable community where everyone can afford to live where they work and play. Thank you for your consideration. If you have any follow up questions, please refer them to myself at (541) 247-1244 or jkeogh@korlandtrust.org.

Respectfully,



Jackie Keogh, Executive Director



**Proposal to the Deschutes County
Board of County Commissioners
November, 2021**

Request: Build Affordable Housing for Southern Deschutes County

Since 1993, Habitat for Humanity of La Pine Sunriver has built 45 and repaired 120 homes for South County homeowners, creating generational impact for parents and children through housing stability in greater La Pine. 95% of Habitat homeowners in La Pine still live in the homes they own, some nearly 30 years after they moved in. La Pine's Habitat homeowners contribute to our local economy: they include a receptionist at the St. Charles Health Center La Pine; an inventory stocker at Grocery Outlet; and a staff member of the La Pine Chamber of Commerce.

Housing costs and demand are rising in La Pine as buyers are priced out of Bend and Sunriver housing markets, forcing home prices far beyond the financial reach of the community's modest median income, \$37,991, which is less than half the median for the county¹. La Pine's workforce is rooted in service industries: construction and hospitality, school staff and nursing assistants, service technicians and cops. These workers were hard-hit by pandemic closures which reduced their hours or cut their jobs entirely. Habitat La Pine Sunriver's work- and this request- supports these households, who are the backbone of La Pine's recovery, the *neighbors otherwise unable to afford housing in this, the most affordable corner of our county.*

Habitat La Pine Sunriver requests American Rescue Plan Act funding from the Deschutes County Board of Commissioners to invest in a new generation of homes, homeowners, and stable, healthy households in a rapidly changing La Pine. **Specifically, HFHLPs requests \$1,200,000 to construct 24 homes: 10 townhomes in Putney Place and 14 homes (7 duplex units) in the to-be-named "La Pine Parks North", with an investment of \$50,000 per home, or roughly 22% of total cost, including:**

- **Vertical cost to build 24 homes, based on prevailing wage for subcontract labor and materials (and reflecting rising cost of steel and lumber)**
- **Raw land infrastructure on each lot, including water, sewer, electricity.**
- **Down payment assistance to make our homes affordable to families at 30%-50% AMI by reducing cost to purchase.**

With the target Habitat La Pine household of 4 earning \$30,000 per year, the requested funding will enable families at 30-50% AMI to qualify for a mortgage, by investing in construction costs and reducing price to purchase. These funds help Habitat La Pine Sunriver to reduce home first mortgages from \$203K to \$153K, to make homes affordable to working La Pine families earning an average household income of \$28,000-\$32,000.

Financing Homes in La Pine

Because La Pine is a small and relatively young city, homebuilding projects in La Pine require

¹ <https://datausa.io/profile/geo/la-pine-or#demographics>

regional support and investments which projects in the County’s larger cities can access through their municipal budgets. As a partner with the City of La Pine, Habitat La Pine Sunriver works to support city growth as part of our homebuilding projects.

Specifically:

- Habitat La Pine Sunriver carries a heavier fundraising lift, raising private funds for each home, as La Pine homebuilding projects cannot receive the additional block grants and match from HUD/CDBG which are available to projects in Bend and Redmond.
- As a newer city, La Pine has a still-developing zoning code. Habitat’s 2018 Putney Place development created La Pine’s first-ever townhome zoning.
- Housing is proven to reduce municipal costs for policing and other social services. Because Deschutes County shoulders part of the cost for policing and other services in La Pine, this investment in affordable housing is a lever for other cost savings.

Simply put, La Pine’s small size makes affordable housing an even more important investment, especially in this moment, when a huge demand and pressure on larger cities is forcing La Pine home prices upwards without creating a similar rise in wages. Habitat La Pine Sunriver is the **only** developer building affordable homes for purchase in La Pine, and is the developer most respected as a partner with other key community resources in the region.

| Habitat La Pine Affordable Housing | Year | Units | Household AMI/Average Income*** | Est. # Adults/Children | Home Unit Cost* | Total Cost | Deschutes County ARPA contribution** | Match \$ |
|------------------------------------|------|-----------|--|-------------------------------|-----------------|--------------------|--------------------------------------|--------------------|
| Putney Place townhomes (fourplex) | 2022 | 4 | Target: \$30,000 for household of 4, or 38% of the 2020 Deschutes County Area Median Income. | 7 adults, 6 children | \$203,700 | \$814,800 | \$350,000 | \$464,800 |
| Putney Place townhomes (triplex) | 2023 | 6 | | 10 adults, 10 children | \$213,885 | \$1,283,310 | \$350,000 | \$933,310 |
| La Pine future duplex homes | 2024 | 4 | | 7 adults, 6 children | \$224,579 | \$898,317 | \$200,000 | \$698,317 |
| La Pine duplex homes | 2025 | 6 | | 10 adults, 10 children | \$235,808 | \$1,414,849 | \$200,000 | \$1,214,849 |
| La Pine duplex homes | 2026 | 4 | | 7 adults, 6 children | \$247,599 | \$990,394 | \$100,000 | \$890,394 |
| TOTAL | | 24 | | 41 adults, 38 children | | \$5,401,671 | \$1,200,000 | \$4,201,671 |
| Percentage of total cost | | | | | | | 22% | 78% |

*Includes estimated 5% rise in project cost per year.

ARPA investment spread across 5 build years; used to raise matching funds and re-invest, more funds spent in early years to leverage savings into 2025-2026. * Based on 2020 HUD figures for Deschutes County, <https://www.oregon.gov/ohcs/compliance-monitoring/Documents/rents-incomes/2020/LIHTC/Deschutes-County-2020-Rent-Income-Limits.pdf>

Requested BOCC funds contribute 22% to the total project cost of \$5.4 million, which will be matched by private donations from foundations and individuals, from cost-sharing by home development partners, and by Habitat’s own leveraged investments (i.e. small re-investment of cash raised with each completed, affordable home sold.) The County’s investment is a critical lever helping Habitat La Pine Sunriver to raise the remaining, needed capital for these homes.

Key partners in Habitat’s La Pine work include the City of La Pine, La Pine Chamber, La Pine Community Health, St Charles La Pine, American Red Cross, and Sunriver Resort, and a workforce development partnership with La Pine High School. Construction and financing partners include a broad range of local subcontractors and local banking partners, including First Interstate Bank and U.S. Bank. Funding partners include MJMurdock, Maybelle Clark Macdonald, Ford Family Foundation, OCF, Meyer Memorial Trust, and generous individuals, along with many community and business donors: Rotary, Sunriver Christian Fellowship, Midstate Electric, Les Schwab, Sunriver Women’s Philanthropy.

A Proven Investment:

To address rising costs, Habitat’s new planned build project will again develop higher density homes, with a combination of townhomes, duplex and single homes. Although construction of utility and street infrastructure is required, the combination of less costly land and more economical townhouse designs will reduce costs while housing more families per acreage.

South County is changing fast, and business, workforce, and community continuity will suffer as rising demand and construction costs begin to price working families out of housing they need to live and work in La Pine (and in Sunriver and Bend). Now is a critical time to help make housing affordable: to give families the generational lever of secure homes for their children; to help elders age in place; to give employers and employees homes they can afford on area wages; and to invest in a stable, well-housed, supported La Pine. This funding will leverage a trusted homebuilding leader and partner, Habitat for Humanity of La Pine Sunriver, which has a proven record of building community through housing.

Why Habitat?

Founded in 1993, Habitat for Humanity of La Pine Sunriver (HFHLPS) has built 45 affordable homes for families in Southern Deschutes County to date, serving 55 adults and 65 children, and made 120 Critical Home Repairs, ensuring that families, seniors, people with disabilities can stay in homes they already own. HFHLPS creates stability and continuity for these homeowners, their families, and the community: 95% of Habitat families in La Pine have retained ownership of their homes, linked to healthy child development, better health and employment outcomes, and upward economic mobility.



Critical Home Repairs Proposal to the Deschutes County Board of County Commissioners November, 2021

Critical Home Repairs for Southern Deschutes County

Since 1993, Habitat for Humanity of La Pine Sunriver has built 45 and repaired 120 homes for South County homeowners, creating generational impact for parents, grandparents, and children through housing stability in greater La Pine. With the cost of living rising in a community still recovering from COVID impacts, Habitat requests American Rescue Plan Act funding from the Deschutes County Board of Commissioners **to provide emergency, critical home repairs** – primarily for seniors, veterans, and people with disabilities- and to maintain stable, healthy households in a rapidly changing La Pine. **Specifically, HFHLPs requests \$100,000 to complete critical home repairs for 80 households from 2022-2025, part of a 4-year, \$350,000 commitment to assist 200 households in La Pine and Southern Deschutes County.**

Habitat La Pine's Critical Home Repairs are ongoing and help 30-45 households per year, with rising demand and rising repair costs. **In 2021, Habitat has helped 45 households: 67% earning less than \$25,000 per year; 80% age 60 or older; 42% veterans, 37% with disabilities.** Critical repairs make unsafe homes livable, and include repairs to plumbing, electric, roof, insulation, access ramps, and heating which help 40-60 family members each year- nearly 5 times the number of individuals housed in new homes. Critical home repairs sustain a crucial part of the population: families and individuals without the ability to pay for needed repairs to remain in homes they already own.

Stable, Secure Housing for 200 households

South County is changing fast, and business, workforce, and community continuity will suffer as rising living costs begin to price retired seniors and working families out of housing they need to live and work in La Pine. In an already-stressed housing market with limited options for lower-income residents, the critical home repairs program maintains an important resource for families or individuals- single parents with children, seniors on a fixed income, people with disabilities, veterans- who might otherwise find it impossible to obtain new housing should they lose their current homes.

Goal: Repair 80 homes from 2022-2025 (of an expected 200+ total repairs)

The requested funds meet a federal priority to invest in **emergency home repairs**, which are articulated in the ARPA guidance (FAQ pg.5¹) and are proven to meet a rising need, especially in southern Deschutes County. Specifically, the requested \$100,000 will:

1. **Complete 80 (of 200) critical home repairs for health and safety**, including plumbing, electrical, accessibility (wheelchair ramp, stability bars), well repairs, septic repairs.
2. **Keep 80 people (80% seniors; with 42% veterans, 37% people with disabilities) in homes they already own** in La Pine and smaller communities around South County.
3. **Stabilize homes in danger of becoming uninhabitable**, and maintain home equity for owners.
4. **Attract \$220-300K in match funding** for the balance of 200 repairs, an additional 120 households.

¹ SLFRPFAQ 2.5. *What types of services are eligible as responses to the negative economic impacts of the pandemic?* Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; **emergency assistance for burials, home repairs, weatherization, or other needs.**

Budget:

| Habitat for Humanity La Pine Sunriver- Critical Home Repairs | | | | | | |
|---|------------|--|----------------------|-------------------|--------------------------------------|-------------------|
| Year | Repairs | Household AMI/Average Income*** | Average Repair Cost* | Total Cost | Deschutes County ARPA contribution** | Match \$ |
| 2022 | 50 | Under \$25,000 for household of 2; 30-40% AMI for Deschutes County | \$1,500+ | \$75,000 | \$25,000 | \$50,000 |
| 2023 | 50 | | \$1,575+ | \$78,750 | \$25,000 | \$53,750 |
| 2024 | 50 | | \$1,654+ | \$82,688 | \$25,000 | \$57,688 |
| 2025 | 50 | | \$1,736+ | \$86,822 | \$25,000 | \$61,822 |
| TOTAL | 200 | | | \$323,259+ | \$100,000 | \$223,259+ |
| Percentage of total cost | | | | | 31% | 69% |

*Includes estimated 5% rise in repair cost per year, repairs ranging from \$500-\$2000, with 3-5 more costly repairs each year @ \$5000+ (well, septic, water damage)

**ARPA investment spread across 4 years; used to raise matching funds.

***Based on 2020 HUD figures for Deschutes County, <https://www.oregon.gov/ohcs/compliance-monitoring/Documents/rents-incomes/2020/LIHTC/Deschutes-County-2020-Rent-Income-Limits.pdf>

Key partners in this work include critical home repair referral partnerships with La Pine Community Health, St Charles La Pine, Band of Brothers, La Pine Senior Center, and American Red Cross. Habitat works with local carpenters, plumbers and electricians; and matching funds come from other local funders including Midstate Electric Coop, Sunriver Rotary, Sunriver Women’s Philanthropy, Les Schwab, Sunriver Christian Fellowship, and Oregon Community Foundation.

A Proven Investment:

Home ownership provides our seniors, veterans, and lower-income families with long-term residential stability, critical especially to seniors living on limited, fixed incomes. This project invests in aging stick-built and manufactured homes, preventing homelessness while helping La Pine housing stock to hold its value.

Why Habitat?

Founded in 1993, Habitat for Humanity of La Pine Sunriver (HFHLPS) has built 45 affordable homes for families in Southern Deschutes County to date, serving 55 adults and 65 children, and made 120 Critical Home Repairs, ensuring that families, seniors, people with disabilities can stay in homes they already own. HFHLPS creates stability and continuity for these homeowners, their families, and the community: 90% of Habitat families in La Pine have retained ownership of their homes, linked to healthy child development, better health and employment outcomes, and upward economic mobility.





We build strength, stability, self-reliance and shelter.

June 11, 2021

Deschutes County Commissioners
PO Box 6005
Bend, OR 97708

Dear Commissioners Adair, Chang and DeBone;

I am writing on behalf of Sisters Habitat for Humanity to present a project for your consideration to receive American Rescue Plan Act (ARPA) funding. I appreciate that affordable housing is at the top of your list when looking at projects to support, and I hope you will see the significant benefits of providing funds to enable desperately needed, truly affordable homeownership opportunities in Sisters.

Sisters Habitat for Humanity has successfully negotiated with the developers of Sisters Woodlands to purchase 10 to 15 residential lots at a price significantly below market value, per attached letter confirm commitment of Woodlands developers. Sisters Woodlands located in downtown Sisters, will be an ideal neighborhood for Habitat families to live, with over 500 retained trees, community open space, innovative trail system, pocket parks, and close proximity to shopping, employment and medical services.

This collaborative project is critical. At this time there are no buildable lots on the market in the city of Sisters and existing home values have increased over 30% in 18 months deepening hardship on low and middle income families. We are deeply grateful for the opportunity that Sisters Woodlands is providing to Sisters Habitat so that we can continue building homes for **families earning 60% or less of Area Median Income.**

Additionally, these homes will be built under our **Permanent Affordability Model.** This means ARPA funding designated by you, together with Woodlands' generous discount and Habitat's volunteer workforce, will provide homeownership and intergenerational wealth creation for Sister's most vulnerable families, not just now, but in perpetuity.

I request your favorable consideration of \$1.5 million to fund the purchase of these lots as well as provide us the opportunity to negotiate for more lots with the Woodlands developers. I understand the County has received \$19 million from the first ARPA tranche, and expects another \$19 million in the future. As our project is forward reaching, please consider awarding \$750,000 from the first tranche and a second \$750,000 from the second tranche. We are grateful for whatever support you will provide, but the reality is Habitat cannot make the Woodlands homes a reality without your commitment.

I appreciate your past support of Habitat for Humanity throughout Deschutes County. Please reach out to me if you would like more details or clarification.

Thank you for your thoughtful consideration.

Best regards,

A handwritten signature in blue ink that reads "Sharlene Weed".

Sharlene Weed,
Executive Director



Sisters Habitat for Humanity / Woodlands project

Memorandum of Understanding

Sharlene, Joe,

The Sisters Woodlands project, sited on 31.5 net acres of former USFS property in the heart of Sisters, offers a unique and beneficial housing mix for the future of our town, as well as a special opportunity for Sisters Habitat to provide affordable cottage housing.

I am the Applicant for the project, representing our clients – PX2 Investments – Paul/ Carla Schneider and Paul Hodge. This is a local group with local connections working to achieve a forward-thinking development project that will serve the Sister’s community well into the future.

We see Sisters Habitat and our project mission to be very well aligned.

As part of my attachments, I’ve provided our Project Description, Master Site Plan, Aerial representation, Cottage Prototype designs, and experiential rendering with cottage development in foreground, townhomes behind and our commercial/apartment buildings and open space in the background.

For project background, the Woodlands consists of NSBP (light industrial), Downtown Commercial, Multi-Family Residential and Open Space Zoning. We have submitted our combined Master Plan and Subdivision application to City of Sisters which is currently undergoing Staff review. We anticipate that our project will be in front of the Planning Commission for deliberation in September. Our goal is to then begin on-site preparation this Winter, infrastructure Spring 2021, and first phase of building and housing construction starting Summer 2022 (just one year from now).

Within the project, we have created as affordable of a mix of housing types as possible – cottages, townhomes w/ Attached Dwelling Units (ADUs), apartment/condominium flats, congregate housing, etc. We intentionally removed Single Family Zoned lots from the project as the larger lot size and high purchase value, did not align with the project team’s goals of creating as affordable of a mix of housing as possible – to support community housing, families, local workforce, etc.

As we have been working on the project for two years, we have been deliberate in achieving our project goals of a mixed community that will serve all of Sisters, while we intentionally:

- provide reasonable density given the dearth of available property,
- preserve as many trees as possible (over 500 !),
- decrease traffic by providing a safe and accessible network of paths for multi-modal travel,
- enhance public experience with a large public open space amenity, as well as over 10 pocket parks,
- and create housing that meets many income levels.

Sisters is facing an unprecedented housing crisis, with very low inventory and homes that have increased in value 25-50% from just 18 months ago. Woodlands is now clearly a rare opportunity to create housing for our community before that chance escapes us as it has in so many other desirable mountain towns. We are currently analyzing unprecedented escalation in site development costs, construction materials, and supply



chain issues, as well as recent sales activity. As such, our broker has advised us that cottage lots would currently market for over \$150K per lot - given costs, demand and inventory challenges. We understand that this pricing is higher than your previous local developments, but I wanted to be candid given the cost challenges that we are currently working through as a development team. Regardless, BUILD LLC and PX2 are highly committed to finding a solution with Sisters Habitat to provide Affordable housing in Woodlands.

Conceptually, the development team foresees offering at least 10-15 cottage lots in Woodlands, and leveraging Habitats long-proven success, to harmoniously construct Affordable cottages within the development.

We look forward to realizing our shared goals together.

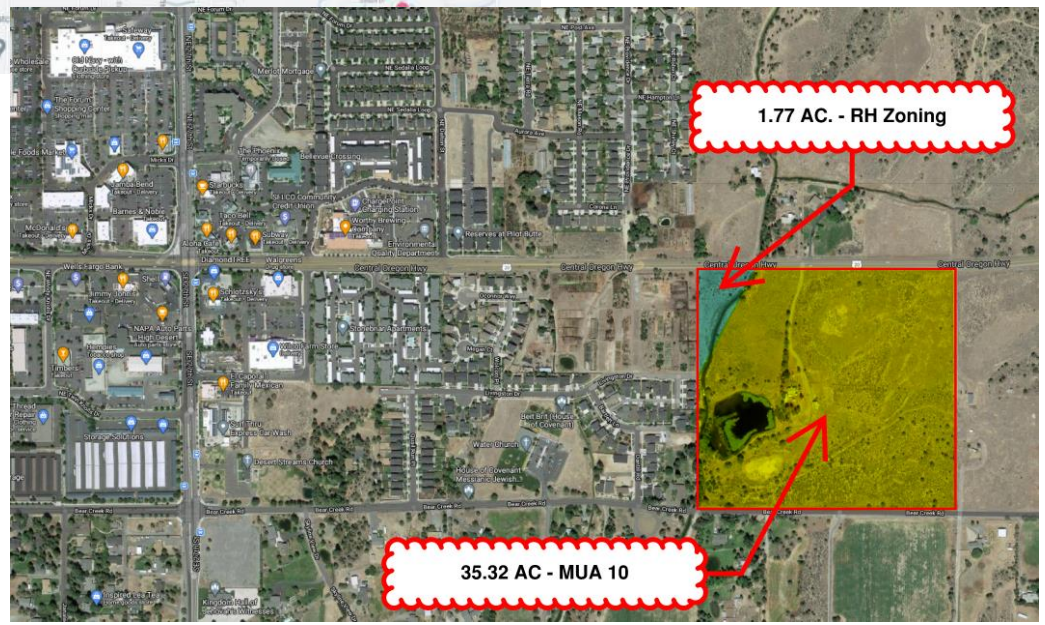
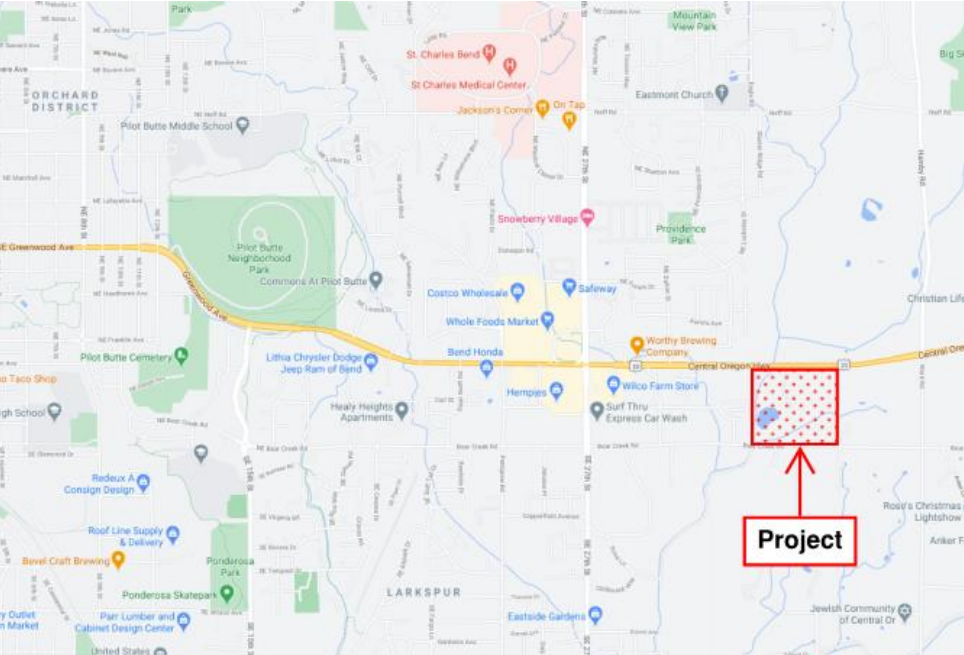
Sincerely,

Kevin Eckert
Founder, Principal, BUILD LLC
Applicant, Sisters Woodlands



Location: 21415 HWY 20: **1.77 acres**
Current Zoning: RH within UGB
Map and Tax Lot: 1712350001501

21455 HWY 20: **35.32 acres**
Current Zoning: MUA 10 outside UGB
Map and Tax Lot: 1712350001500



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CCB# OR-172526 | WA-HAYDEHL937BH | ID RCE 29144

Property Information:

Approximately 37.09 acres of raw, unentitled land on the east side of Bend. The property fronts on Highway 20 to the North, fronts on Bear Creek Rd. and Vacant land to the South, Vacant land to the East, and Landsystems Nursery and Traditions East subdivision to the West.

HB 4079 and Property History:

In 2016 the Oregon Department of Land Conversation and Development(DLCD) selected two cities to lead this Pilot program: Redmond (city under 25K population) and Bend (city over 25K population). This Pilot Program provides the local jurisdictions the ability to update Comp Plans and extend the UGB to include “affordable sites” under an expedited process. In exchange for reduced procedural timelines, the development must include a variety of housing types and a significant component of affordable dwelling units. Specifically, there must be a minimum of 30% of the units at 80% AMI or lower for 50 years. The City of Bend will be required to submit annual reports to DLCD for 10 years with information regarding development costs, housing units available, and lessons learned from the project. In 2018, the City of Bend and the subject property were selected due to its proximity to the current UGB boundary, nearby infrastructure, and overall size (among several other criteria).

In January 2020, the city informed the Department of Land Conservation and Development (DLCD) staff the original development partner was withdrawing from the project as it was not financially viable as proposed. The purpose of this Pilot Project is to test the feasibility of the concepts expressed in HB 4079, waiving Goal 14 and UGB expansions rules in return for the creation of additional affordable housing. In 2020, Hayden Homes stepped in to work with City Staff and other stakeholders to develop a project that could achieve all of the Goals and Objectives of the HB4079; while simultaneously trying to create a financially viable development.

Since the original introduction of the Bill in 2016, to the State award in 2018, there has been a significant amount of community engagement already completed. There is a tremendous amount of support at the local level (City of Bend, Bend Park and Recreation District, Deschutes County, OSU-Cascade) as well as the state level (DLCD, ODOT). The city and state want to see this project move forward.

Project Concept:

The current project proposal includes a total of 347 total units (9.4 d.u./acre) composed of:

- 108 Affordable (80% AMI) rental units
- 30 Affordable (80% AMI) For-Sale units
- 209 Market-Rate For-Sale Homes
- Over 5.5 acres of Open Space (including a 4 acre neighborhood park)

Entitlement and Development Schedule:

| | |
|---|----------------------|
| <i>Land Acquisition (1st Closing):</i> | <i>January 2022</i> |
| <i>Land Use Submittal:</i> | <i>December 2021</i> |
| <i>Land Use Approval:</i> | <i>Q3 2022</i> |
| <i>Engineering Submittal:</i> | <i>Q3 2022</i> |
| <i>Engineering Approval:</i> | <i>Q4 2022</i> |
| <i>Start onsite:</i> | <i>Q4 2022</i> |
| <i>Deliver lots:</i> | <i>Q2 2023</i> |

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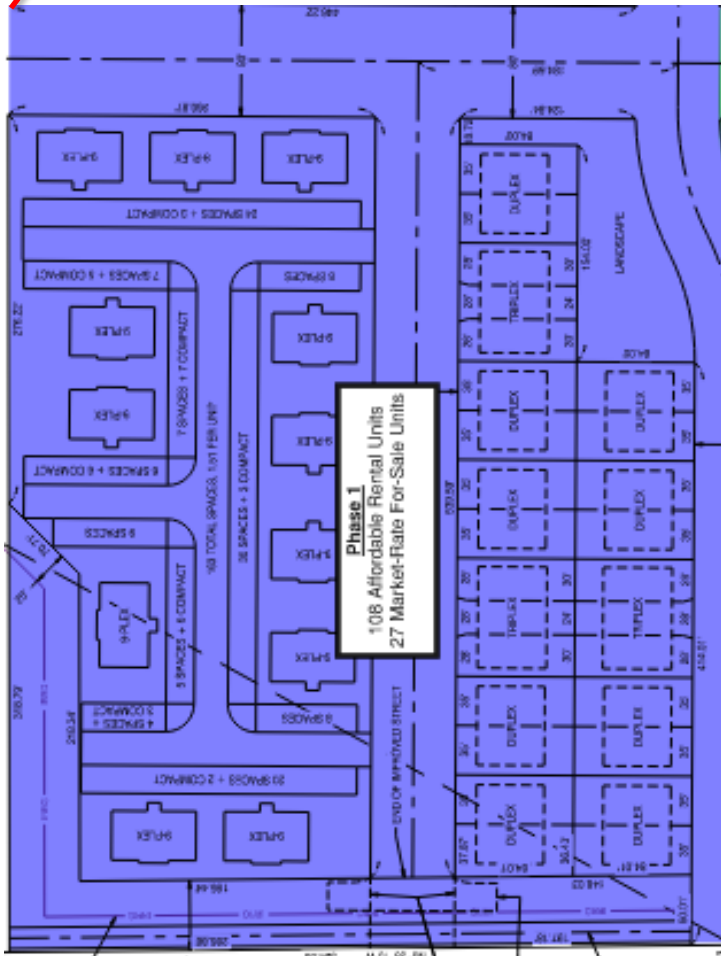
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CCB# OR-172526 | WA-HAYDEHL937BH | ID RCE 29144



*ARPA Funding is being requested towards the Land Acquisition of Phase 1 only. Phase 1 will include 108 income restricted rental units at 80% AMI for the next 50 years.

**\$1 Million towards 108 units equates to \$9,259.25/per unit.

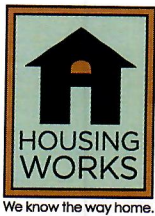


12/15/2021 Item #21.

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405 SW 6th Street
Redmond, OR 97756
p: 541.923.1018
f: 541.923.6441
www.housing-works.org

Chairman DeBone and County Commissioners
Deschutes Services Building
1300 NW Wall Street, 2nd Floor
Bend, OR 97703

Honorable Commissioners:

Please accept the attached request for County American Rescue Plan Act (ARPA) funds from the County’s affordable housing set aside. The request is for \$2 million to support the redevelopment and expansion of the Spencer Court affordable housing community in Redmond. Spencer Court is one of the oldest communities in the Housing Works portfolio and represents 16 units of former public housing reserved for seniors and disabled tenants. The site is extremely inefficient and is approaching the end of its useful life. These units do not meet modern accessibility standards, are energy inefficient and do not have central air conditioning

Housing Works intends to demolish and replace the existing 16 units with 60 units of housing in four building clusters. The existing senior tenants would be given the option of remaining at the new Spencer Court or relocating to other Housing Works communities anywhere in Central Oregon. The additional 44 units will be made available at rents affordable to workforce households earning 60% of the area median income.

The requested \$2 million of ARPA funding will permit Housing Works to redevelop Spencer Court without the need to access competitive State funding and will accelerate the construction of these new units by at least two years. We anticipate that with the County’s ARPA funds we would be able to begin construction of the community by as early as late 2022.

Please see the attached project Proforma, site plan and rendering.

Yours truly,

David Brandt
Executive Director

Attachments:

- 1) Spencer Court Redevelopment Proforma
- 2) Spencer Court Site Plan
- 3) Spencer Court Rendering



BOARD OF COMMISSIONERS

AGENDA REQUEST AND STAFF REPORT

MEETING DATE: December 13, 2021

SUBJECT: Consideration of a Memorandum of Understanding between Crook County, Deschutes County, and ODOT relating joint obligations to maintain and operate George Millican Road for freight use and accommodation.

RECOMMENDED MOTION:

Move to approve a Memorandum of Understanding between Crook County, Deschutes County, and ODOT relating joint obligations to maintain and operate George Millican Road for freight use and accommodation.

BACKGROUND AND POLICY IMPLICATIONS:

George Millican Road (GMR) is a 30-mile county road which connects US 20 (near Millican) to OR 126, west of Prineville. Approximately 23 miles of the road is located in and within the jurisdiction of Crook County and the remaining 7 miles are under the jurisdiction of Deschutes County. GMR was fully extended in 2005 in a project spearheaded by Crook County, in partnership with Deschutes County, to primarily provide economic and freight connectivity to US 20 from Crook County.

Since 2005, GMR has succeeded in accommodating freight connectivity, not only for the benefitting communities, but also as a route which provides over-size load routing for freight moving thru the state of Oregon. As such, GMR serves a purpose that is vital to the freight industry and also provides an ability to bypass some inconvenient and congested urban areas with oversized loads.

In early 2021, ODOT, in consultation with the State's Mobility Advisory Committee (MAC), approached Crook and Deschutes counties with concerns expressed by the freight industry related to potential reduction in the ability to move large loads thru various roundabouts under consideration in the US 20 corridor in Deschutes County. In discussions and negotiations with freight representatives, the idea of a collective management strategy via a MOU was offered as a means to provide some assurance that GMR would continue to remain

an acknowledged freight route. In doing so, the freight community has withdrawn opposition to the roundabout project at US 20/Ward-Hamby, east of Bend.

The MOU between Crook, Deschutes, and ODOT has been prepared with the general and collective understanding that:

1. GMR is recognized as a route of significant importance to the freight community to accommodate oversize loads.
2. Crook and Deschutes will continue to maintain and operate GMR with the same level of service as presently provided.
3. All parties will communicate and collaborate on solutions if any project on GMR will result in a reduction in the vehicle carrying capacity of GMR (ie, reduction in over width, overweight, over length and over height).

In summary, the MOU memorializes and documents our current practices and understanding of the importance of GMR for freight accommodation, and pledges a level of communication with stakeholders should circumstances change in the future.

The Crook County Court approved the MOU at their December 1st meeting.

BUDGET IMPACTS:

The MOU will not increase maintenance or operating expense beyond what is currently provided.

ATTENDANCE:

Chris Doty, Road Department

MEMORANDUM OF UNDERSTANDING
George Millican Road Support of Freight Industry

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon by and through its Department of Transportation, hereinafter referred to as "State;" Deschutes County, by and through its elected officials, hereinafter referred to as "Deschutes County", and Crook County, by and through its elected officials, hereinafter referred to as "Crook County," all herein referred to individually or collectively as the "Party" or "Parties".

RECITALS

1. George Millican Road (GMR) is a 30-mile long county road connecting OR 126 in Crook County to US 20 in Deschutes County. The section of GMR from mile-points 0.00 to 23.04 is located in Crook County and under the jurisdiction of the Crook County Road Department; the section from mile-point 23.04 to 30.07 is located in Deschutes County and under the jurisdiction of the Deschutes County Road Department. Jurisdictional boundaries are approximately as shown the map attached hereto, marked Exhibit A.
2. GMR is an important freight route within Central Oregon's transportation system, accommodating freight movement and providing a well-used route for over dimension freight movement away from urban areas and away from unaccommodating rural routes in both Deschutes and Crook. This function provides a significant benefit for Crook County, Deschutes County, State, and the Freight Industry.
3. The 15-mile southern section of GMR was constructed in 2005, creating a direct connection between US Highway 20 near Millican in Deschutes County and OR 126 at the City of Prineville in Crook County, for the primary purpose of serving freight trucking.
4. In 2016, by means of State Cooperative Improvement Agreement 30429, Crook County, Deschutes County, and State, along with the Federal Highway Administration, invested approximately \$7,500,000 in pavement reconstruction for the northern section of GMR in Crook County, with the primary purpose of serving freight trucking. Agreement 30429 States: "George Millican Road provides an important connect between US 20 and OR 126 for freight movement...."
5. Crook County and Deschutes County have entered into Intergovernmental Agreement No. 2015-288 for snow and ice maintenance on GMR, whereby Crook County provides contracted snow and ice maintenance services to the portion of GMR in Deschutes County, while maintaining to the same level of service as the portion within Crook County.

State/Deschutes County and Crook County
 Memorandum of Understanding No. 35205

NOW THEREFORE, the Parties agree as follows:

1. Parties will coordinate efforts to reinforce the long-term functionality, current operations, permitting processes and requirements, and improvement decision-making expectations of GMR.
2. GMR will continue to accommodate oversized loads, including loads allowed by blanket authorization and those approved on a case-by-case basis. Parties will ensure a coordinated balance of continuing expectations and needs for freight across OR 126, GMR, and US 20.
3. The Parties will endeavor to sustain the existing condition of the GMR and its vehicle carrying capacity (over width, overweight, over length and over height). If a proposed project has the potential to restrict more than the existing size and weight of oversize loads permanently for GMR, Crook and Deschutes Counties will engage State's Region 4 and the Statewide Project Delivery Branch/Mobility to discuss impacts and/or mitigations.

Collectively, Parties will consult with the freight industry, through State's Mobility Advisory Committee (MAC), prior to moving forward with any reduction in vehicle carrying capacity, including vehicle weight. The Parties understand that:

- a. In some cases of consultation, design issues can be resolved to the point where MAC members do not consider the Proposed Action to be a reduction of vehicle-carrying capacity. Likewise, a Proposed Action may actually reduce highway dimensions, but not significantly enough to impede the movement of legal loads or over-dimension loads, and agreement is gained on the Proposed Action.
 - b. In some cases of consultation, there may be disagreement about whether the Proposed Action will create a new restriction or impedance. Disagreement does not mean the Proposed Action is without merit, and ultimately the roadway jurisdiction (e.g., County), through documented Road Authority actions (regulations, laws, ordinance, decision-making board, etc.), will make the subsequent decisions on whether or not to move forward with the Proposed Action, also through collaborative stakeholder / public involvement and their elected Board processes.
4. With close communication and collaboration among the Parties and all affected stakeholders, the Parties agree that if there is a potential need for temporary reduction to the *vehicle carrying capacity* or temporary work zone restrictions, the Parties will coordinate projects and work before implementing such temporary restrictions due to construction to ensure one route is open at all times. As needed, together the Parties will consult with the freight industry, through the MAC as facilitated by State, on the more challenging issues of potential impact.

State/Deschutes County and Crook County
Memorandum of Understanding No. 35205

5. With close communication and collaboration among the Parties and all affected stakeholders, the Parties are committed to day-to-day and year-round freight supporting Operations, continuing as they do today:
 - a. Continuing to provide snow and ice removal at the current level of service on GMR, and in reference to Crook County Resolution 93-06, *A Policy for the County of Crook Regarding Snow Removal*.
 - b. Continuing to follow current over-dimensional permitting practices and requirements, with close coordination between State, Deschutes County, Crook County, and consistent communication with the freight industry, across OR 126, GMR, and US 20, and in reference to:
 - Permit practices for OR 126 and US 20 following State's *Guidelines for Pilot Vehicles on Highways in District 10 (July 2019)*
 - Permit practices for GMR following Crook County's *Crook County Weight Restricted Bridges and Approved Route List, Attachment C07*.
6. The Parties will continue to coordinate and collaborate on various maintenance and repair needs across jurisdictions including, but not limited to, working together in seeking funding, to keep GMR in a state of good repair, particularly in supporting freight.
7. The Parties will continue to stay engaged with freight industry representatives and the MAC as facilitated by State, and other key stakeholders as needed, to ensure expectations including, but not limited to, roles and responsibilities and designations, are clearly understood and appropriately applied through each jurisdiction.
8. State will ensure oversize loads will continue to be allowed on US 20, through the US 20 Ward / Hamby roundabout, evaluated by District 10 according to current Permitting processes and requirements, based on the specific characteristics of the load and hauling equipment. For example, concrete beam haulers that have historically been approved to move up to 200 feet through this corridor will continue to be accommodated with the appropriate hauling equipment.
9. State will take the lead in supporting and facilitating communication and consultation among the MAC and the Parties, related to any needs (e.g., potential changes) covering the above 1 through 8.

TERMS AND CONDITIONS

1. It is the intent of Parties to document in this MOU, the coordinated efforts regarding the long-term functionality, and continuing current operations and decision-making expectations, permitting, etc., of GMR George Millican Road (GMR) to fully support the freight industry.

State/Deschutes County and Crook County
Memorandum of Understanding No. 35205

- 2. This MOU will become effective when all required signatures have been obtained and will remain in effect until this MOU is terminated by one or all of the Parties.
- 3. The terms of this MOU will not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing by the Parties.
- 4. Parties intend that, if an impasse or disagreement among the Parties should occur on issues pertaining to the MOU, a collaborative resolution process will be initiated to resolve the difference. Notwithstanding the resolution process, the terms of this MOU may be terminated upon 30 days written notice by any or all of the Parties.
- 5. The foregoing Memorandum is a non-legally binding document. Notwithstanding the signing or delivery of the Memorandum, any past, present or future actions; or approvals by any of the Parties based upon this Memorandum, and any of the Parties is under no legal obligation with respect to the intentions outlined above.
- 6. This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one document for all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed will constitute an original.

SIGNATURE PAGE TO FOLLOW

State/Deschutes County and Crook County
Memorandum of Understanding No. 35205

THE PARTIES, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and fully support it.

DESCHUTES COUNTY by and through its elected officials

STATE OF OREGON, by and through its Department of Transportation

By _____

By _____

Title _____

Region 4 Manager

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

Title _____

Date _____

CROOK COUNTY by and through its elected officials

By Jay M. Recanner

Title Commissioner

Date 12/1/2021

APPROVAL RECOMMENDED

By _____

Title _____

Date _____

Crook County Contact:

Bob O'Neal
Road Master
1306 N. Main Street
Prineville, OR 97754
(541) 447-6398
bob.oneal@co.crook.or.us

Deschutes County Contact:

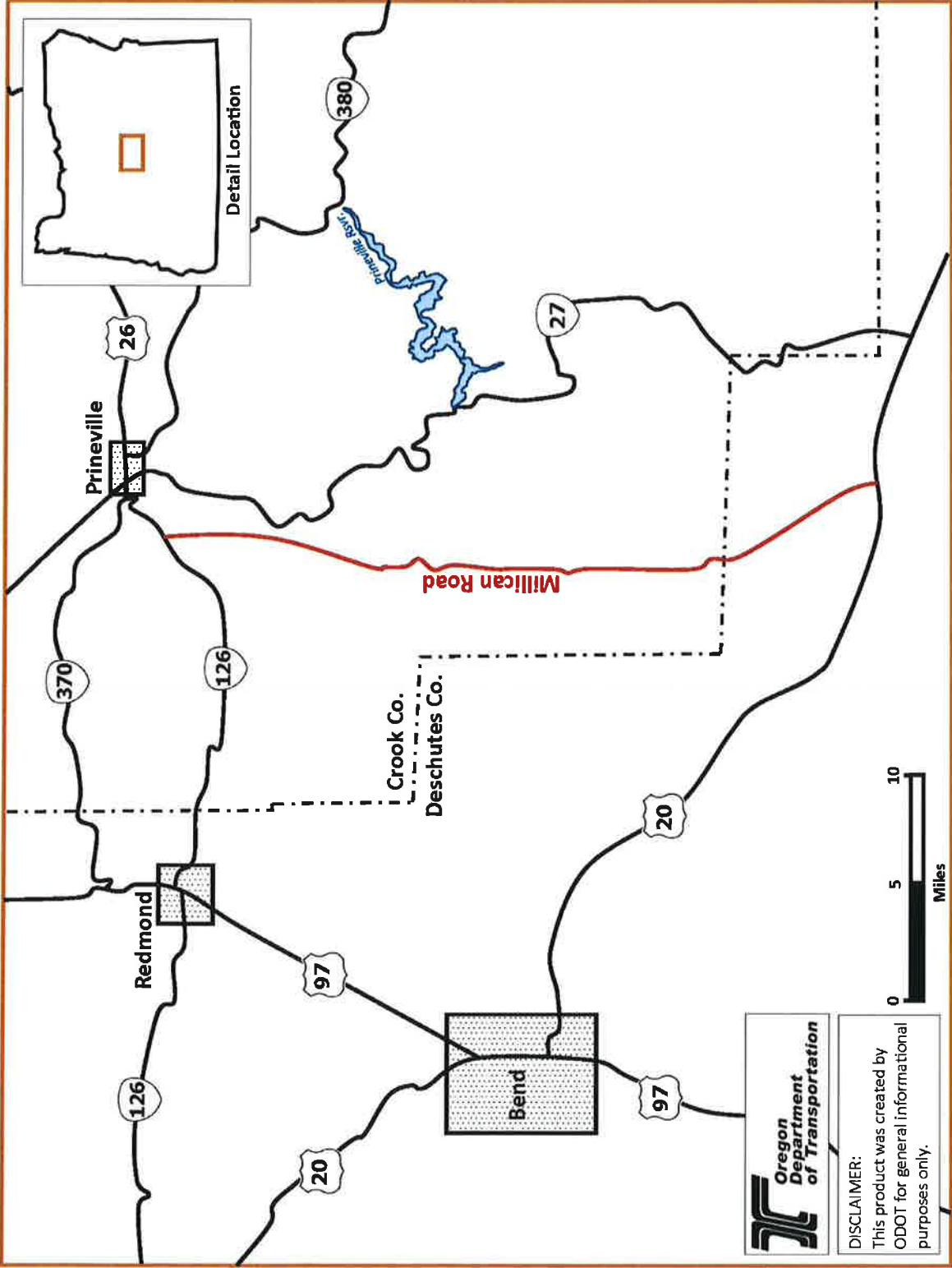
Chris Doty
Director of Public Works
61150 SE 27th Street
Bend, OR 97702
(541) 322-7105
chris.doty@deschutes.org

State Contact:

Gary Farnsworth
ODOT Region 4 Manager
63055 N. Highway 97, Building K
Bend, Oregon 97703
(541) 388-6252
gary.c.farnsworth@odot.state.or.us

State/Deschutes County and Crook County
Memorandum of Understanding No. 35205

EXHIBIT A
MAP





**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, December 15, 2021

SUBJECT: Consideration of Acceptance of Victims Assistance Grant Award

RECOMMENDED MOTION:

Victims Assistance is requesting BOCC grant permission to accept and sign the grant and consider extending the limited duration positions tied to this funding.

BACKGROUND AND POLICY IMPLICATIONS:

VOCA/CFA is a non-competitive formula grant provided to assist in funding Victims Assistance Programs. This funding will renew existing funding already established in the Victims Assistance Program.

This funding will extend three limited duration employees within the Victims Assistance Program: Keaton Boileau (Sullivan), Lisa Cummings and Stephen Sehgal.

BUDGET IMPACTS:

All expenditures have been budgeted and accounted for within FY22 proposed budget

ATTENDANCE:

Ashley Beatty



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: October 1, 2021

TO: 2021-2023 VOCA and CFA Non-Competitive Grant Recipients

FROM: Kim Kennedy, Grant Unit Manager

Attached is your agency's 2021-2023 VOCA and CFA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E - Victims of Crime Act Special Conditions

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the “Grantee Signed Grant Agreement” upload field on the “Grant Agreement Upload” page in your application in E-Grants. Once the documents are uploaded, you will need to **change the application status in CVSSD E-Grants to “Agreement Accepted”**.

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to “Grant Awarded.” You will find the uploaded copy of your grant agreement under the “Agreement Upload” form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Amanda VanTil, Grant Specialist, at 503-378-6870.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**VICTIMS OF CRIME ACT
CRIMINAL FINE ACCOUNT
2021-2023 VOCA AND CFA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

| | |
|---|---|
| <p>1. Applicant Agency's Name and Address:</p> <p>Deschutes County, acting by and through its District Attorney's Office 1164 NW Bond St. Bend, OR 97703-1913</p> <p>Contact Name: Ashley Beatty Telephone: (541) 317-3186 E-mail: ashley.beatty@dcda.us</p> | <p>2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement.</p> <p>3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000</p> |
| <p>4. Award Number: VOCA/CFA-2021-DeschutesCo.DAVAP-00045</p> | <p>5. Award Date: October 1, 2021</p> |
| <p>6. Grantee Tax Identification Number: 93-6002292</p> | <p>7. DUNS Number: 030805147</p> |
| <p>8. Type of Party Receiving Funds: x Subrecipient <input type="checkbox"/> Contractor</p> | <p>9. Project Period: October 1, 2021 - September 30, 2023</p> |
| <p>10. VOCA Category: General Victim Services</p> | <p>11. Total VOCA Grant Award Amount / Match Amount Required: \$540,260.00/ \$135,065.00 Match Waiver Approved For: \$135,065.00</p> |
| <p>12. VOCA CFDA Number: CFDA 16-575</p> | <p>13. Total CFA Grant Award Amount: \$214,522.00</p> |
| <p>14. Indirect Cost Rate:</p> | <p>15. Total Federal Award Amount: \$540,260.00</p> |
| <p>16. VOCA Annual Narrative Report Due Dates:</p> <p>October 31, 2022 October 31, 2023 (final)</p> | <p>17. VOCA and CFA Financial Reports, VOCA PMT Report, and CFA Statistical Report Due Dates:</p> <p>January 31, 2022 January 31, 2023 April 30, 2022 April 30, 2023 July 20, 2022 July 20, 2023 October 31, 2022 October 31, 2023 (final)</p> |
| <p>18. Common Outcome Measures Report Due Dates: April 30, 2022 October 31, 2022 April 30, 2023 October 31, 2023</p> | |
| <p>This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2021-2023 VOCA and CFA Non-Competitive Project Grant". The Grant Agreement must be signed by an authorized official in order to validate the acceptance of this award.</p> | |

**OREGON DEPARTMENT OF JUSTICE
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD**

**2021-2023 VOCA AND CFA NON-COMPETITIVE GRANT AGREEMENT
VOCA/CFA-2021-DeschutesCo.DAVAP-00045**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096

AND: Deschutes County, acting by and through its District Attorney's Office (Grantee)
1164 NW Bond St.
Bend, OR 97703-1913

PROJECT START DATE: October 1, 2021

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et. seq.* (“VOCA”) and ORS 147.231(1), Grantor is authorized to enter into a grant agreement and to make an award from funds received under VOCA to Grantee for the purposes set forth herein.
- (b) Pursuant to ORS 137.143, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account (“CFA”), and pursuant to ORS 147.227 (1), Grantor is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the CFA, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as “Agreement”, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of October 1, 2021.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

- (a) This Agreement without any Exhibits.
- (b) Exhibits A through E as described in Section 2.04 (c).
- (c) Exhibit F.
- (d) The most current versions of the VOCA Handbook available at the Grantor’s web page under

VOCA Federal Rules and State Guidelines <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/> (“VOCA Handbook”) and the CFA Grant Management Handbook available at the Grantor’s web page at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>, (“CFA Grant Management Handbook”).

- (e) 2021-2023 VOCA and CFA Non-Competitive Grant Funds Request for Applications for Awards (“VOCA and CFA RFA”).
- (f) Grantee’s VOCA and CFA Application from the VOCA and CFA Non-Competitive Application to include the general information for all Grantees, (Form A, Cover Page; Form D, Staff Roster; Form G, Project Description; Form I, Meaningful Access; Form J, MOUs, Contracts and Subawards (if applicable); Form K, Program Income Narrative (if applicable); Form L, Attachments to Upload; the Grantee’s VOCA Application as defined in Section 1.04 (g) herein, and the Grantee’s CFA Application as defined in Section 1.04 (h) herein, are collectively referred to as the “Grantee’s VOCA and CFA Application.”
- (g) Grantee’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Application”
 - i. Form B, VOCA Services Checklist
 - ii. Form C, as applicable, Underserved Funds
 - iii. Form E, as applicable, Governing Body Roster and Information
 - iv. Form F, as applicable, Volunteer Information
 - v. Forms M-Q of the Grantee’s VOCA and CFA Application, the “VOCA Budget”
- (h) Grantee’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s CFA Application.”
 - (i) Form H, Policies and Procedures Narrative; and
 - (ii) Forms M, N, O, and Q of the Grantee’s VOCA and CFA Application, the “CFA Budget”.

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.332 for pass-through entities to include on all subawards is contained herein or available for VOCA at: https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with the maximum not-to-exceed amount of **\$754,782.00** (the “Grant”) from VOCA and CFA, to financially support and assist Grantee’s implementation of the Grantee’s VOCA and CFA Application (as described in Section 1.04), and all supplemental documents submitted by Grantee to Grantor, all of which are incorporated herein by this reference and collectively referred to as the “Project”.

| Fund | Total Funds | Total Maximum Funds |
|------|--------------|---------------------|
| VOCA | \$540,260.00 | \$540,260.00 |
| CFA | \$214,522.00 | \$214,522.00 |

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA and CFA as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein

Section 2.04. Conditions Precedent to Each Disbursement. Grantor’s obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient federal and state funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor, the CFA and the Criminal Injuries Compensation Account has each received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of **Exhibit A**, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, **Exhibit B**, Standard Assurances, **Exhibit C**, Single Audit Certification Letter, **Exhibit D**, Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice, **Exhibit E**, Victims of Crime Act Special Conditions, and **Exhibit F**, Subcontractor Insurance Requirements, all in the form attached hereto and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;

- (f) If Grantee agency does not claim an exemption from the Equal Employment Opportunity Plan (“EEO”) requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$25,000 or more), and implemented an EEO;
- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants, including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed Annual VOCA Narrative Report as described Section 5.07 and in the most recent version of the VOCA Grant Management Handbook;
 - (iii) Grantor has received the completed VOCA Performance Measurement Tool report as described in Section 5.07; and
 - (iii) Grantor has received the Client Feedback Form and Outcome Measure Report as described in Section 5.07.
- (h) Grantee is current in all reporting requirements of all active or prior CFA grants, including, but not limited to:
 - i. Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for the reporting period; and
 - ii. Grantor has received from Grantee the completed CFA quarterly statistical reports as described in Section 5.07 and in the most recent version of the CFA Grant Management Handbook.
- (i) No default as described in Section 6.03 has occurred; and
- (j) Grantee’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

Reserved

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor’s obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2023** (the “Availability Termination Date”). Grantor will not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee’s completed reports, as described in Section 5.07, or on **September 30, 2023**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Dates. Agreement termination shall not extinguish or prejudice Grantor’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project. All Grant money must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Handbook and the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project VOCA Budget set forth in the Grantee's VOCA Application and Grantee's CFA Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.1 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.18(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs is referenced in the most recent version of the VOCA Handbook and can be found on the Crime Victim and Survivor Services Division ("CVSSD") website at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/#vocafederalrules>. A detailed list of unallowable CFA costs can be found in most recent version of the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the Grant money, that is not expended by Grantee in accordance with this Agreement by the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended federal funds under this Section 3.03 by paying to Grantor the amount of unexpended federal funds or permitting Grantor to recover the amount of the unexpended federal funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended federal funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment of the Grant money from Grantor to Grantee, including but not limited to, any payment of federal funds to Grantee from Grantor under this Agreement and any payment of federal funds to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

If any CFA Grant money disbursed to Grantee, or any interest earned by Grantee on the CFA Grant money, is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money with a demonstration satisfactory to Grantor of how it will be incorporated into the new fiscal year program or used in a subsequent grant award, or (ii) some or all of the unexpended CFA Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended CFA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal

right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation. The Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **September 30, 2023** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, CVSSD policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on Grantor's Civil Rights Requirements web page at

<https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and

- (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on Grantor's Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Grantee shall conduct periodic training for Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by Grantor and available under Notification Regarding Program Availability on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.05. Volunteers. Grantee organization will use volunteers in the implementation of the Project unless a waiver has been obtained from Grantor.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee. The *Training Requirements for Staff, Volunteers and Leadership of Non-Profit Organizations and Tribal Nations Serving Survivors of Domestic Violence, Sexual Assault, Dating Violence and Stalking* are available on the Grantor's web page at: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/oregon-domestic-and-sexual-violence-services-odsvs-fund/>. The recommended training format is group training, but Grantees may choose to use the Oregon Coalition Against Domestic & Sexual Violence ("OCADSV") web-based advocacy training course to supplement in-person training: <http://www.ocadsv.org/resources/online-core-advocacy-training>.
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations successfully complete the Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the funding cycle. Information for the SVAA training is available at the NCVLI website at: https://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/basic.php. VOCA funded staff may alternatively submit a 40-hour training plan for CVSSD approval that covers topics relevant to the VOCA-funded staff position(s). from the 40-hour training plan may include relevant topics from the: 1. Oregon Basic State Victim Assistance Academy described above; 2. DHS Advisory Committee adopted DV/SA training requirements. Click here to see the document on the CVSSD webpage; 3. Core Advocate Training developed by the Oregon Coalition Against Domestic and Sexual Violence available at: <https://www.ocadsv.org/resources/online-core-advocacy-training>; 4. Office for Victims of Crime (OVC) Victims Assistance Training VAT

Online can be found under the Course Descriptions tab; and 5. Additional population-specific topics.

- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online* during the first year of the grant cycle. Registration information for the VAT *Online* training *can be accessed at:* https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. Alternatively, organizations may submit a training plan for CVSSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements and OCADSV web-based advocate training described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) All grant-funded staff providing direct services is required to attend the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.
- (e) Grantee shall notify Grantor when any staff training is completed by updating the Staff Roster in the CVSSD web-based grant application and reporting system (“CVSSD E-Grants”). Grantee shall document training completed by volunteers, interns and members of the board of directors, governing body or designated leaders.
- (f) Grantee shall attend all appropriate Grantor-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from Grantor.

Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the most recent version of the VOCA Grant Management Handbook:
 - i. Semi-Annual Client Feedback Form and Outcome Measures Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by the Grantor. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses semi-annually no later than 30 days after the end of the calendar quarters ending March 31 and September 30. Grantee shall use forms satisfactory to Grantor.
 - ii. Quarterly Financial Reports. Grantee shall provide Grantor with quarterly financial reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
 - iii. Quarterly Performance Measurement Tool Reports. Grantee shall provide Grantor with quarterly performance measurement tool reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.

iv. Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report for the VOCA Non-Competitive Project covering the reporting period just ended from October 1 through September 30.

(b) Grantee shall submit the following reports as described in the CFA Grant Management Handbook:

i. Quarterly Client Feedback Form and Outcome Measures Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by the Grantor in the most recent version of the CFA Grant Management Handbook as well as collect other data as requested by the Grantor. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30. Grantee shall use forms satisfactory to Grantor.

ii. Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending, September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall submit through CVSSD E-Grants to Grantor quarterly financial reports.

iii. Quarterly Statistical Reports. No later than 31 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall prepare and submit through CVSSD E-Grants to Grantor quarterly statistical reports.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Grantee shall not discriminate, in procurement transactions, against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by United States Department of Justice ("USDOJ"). The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government in undertaking any work, project, or activity for or on behalf of the federal government. Further details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions, and are incorporated by reference here.

Section 5.09. Matching Funds. Due to the passage Public Law No: 117-27, which amended the Victims of Crime Act (VOCA), **matching funds are not required** with this VOCA award.

Section 5.10. Program Income. In order to add program income to an award, Grantee (and any subrecipient at any tier) must seek approval from Grantor prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of the Agreement. Any program income generated by the Grantee must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in Grantor withholding award funds, disallowing costs, or suspending or terminating the award. The Grantee must comply with all program income requirements contained in

the Program Income Policy available on the Grantor's web page under Grant Guidance Documents: <https://www.doj.state.or.us/crime-victims/for-grantees/grant-guidance-documents/>.

Section 5.11. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims and their families, Grantee shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Grantee's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
 - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs may not be released except under the following circumstances:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.

(e) Victim releases must meet the following criteria:

- (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum, Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.
- (ii) Grantee may not require consent to release of information as a condition of service.
- (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian. Except as provided in paragraph (c)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.
- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality Reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The Grantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
 - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.

- (h) Breach of Personally Identifying Information. Grantee is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.12. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VOCA project is to benefit a set of individuals under 18 years of age, Grantee must make determinations of suitability, in advance, before individuals may interact with

participating minors, regardless of the individual's employment status. Details of this requirement can be found on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Grantee shall ensure that, as part of the hiring process for any position funded with VOCA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Grantee must:

- (a) Notify all staff involved in the hiring process of this requirement;
- (b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Grantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee uses E-Verify to confirm employment eligibility for each hiring for a position that is or will be funded with VOCA funds.

Details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions, and are incorporated by reference here.

Section 5.15. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Grants Financial Management Division (GFMD) and the Office of the Chief Financial Officer (OCFO) set forth in the most recent version of the Office of Justice Programs (OJP) DOJ Grants Financial Guide, including 2 CFR Part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. Oregon Department of Justice/CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Grantee shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Grantee expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit

by appropriate officials as provided in subsection (b) of this Section.

- (d) Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.16. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
- (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons

served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The USDOJ has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at www.ojp.usdoj.gov/ocr.
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the USDOJ in 2 CFR Part 2800.
- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

Section 5.17. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by the Victims of Crime Act of 1984, as amended, and the Office of Justice Programs Financial Guide, in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.18. Assurances. The Grantee assures that it will:

- (a) Utilize VOCA funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from Grantor for:
 - 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 - 2. Adding a budget category or line item that did not exist in the original budget; OR
 - 3. Deleting an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: <https://ojp.gov/financialguide/DOJ/index.htm> ; and
- (d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

SECTION 6
TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated at any time upon mutual written agreement between the Parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.05.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to the Grantor, Grantee shall immediately cease all activities under this Agreement unless, in a notice issued by Grantor, Grantor expressly directs otherwise.

Section 6.04. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant money or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.05. Remedies Upon Default. If Grantee’s default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA awards. If, as a result of Grantee’s default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee’s option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

In performance of this Agreement, Grantee or Grantor may not be required to perform any act or acts that it is not authorized to perform under state or Federal law and may not be required to refrain from any act that it must perform under state or Federal law.

**SECTION 7
MISCELLANEOUS**

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, “Claim”) between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any Subawards, as defined in 2 CFR 200.1, for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any Subrecipients, as defined in 2 CFR 200.93, to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any Subaward shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) Grantee shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without Grantor's prior written consent. Grantee shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Grantee shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the most recent version of the VOCA Grants Management Handbook. Grantor's consent to any Contract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) Third Party Claim; Grantor's Joint Liability. With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.

- (c) **Third Party Claim; Grantee’s Joint Liability.** With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- (e) **Indemnification by Subcontractors.** Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) **Subcontractor Insurance Requirements.** Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a “first tier” contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.15, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____
Name: Shannon L. Sivell
Title: Director, Crime Victim and Survivor Services Division
Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: _____
Name: _____
Title: _____
Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: Shannon L. Sivell
Title: Director, Crime Victim and Survivor Services Division
Date: approved by email 10/26/2021



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

EXHIBIT A

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal,

or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov) unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(a) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide

notice, including position title of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

1. Grantee Name and Address

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



OMB APPROVAL NO. 1121-140

Expires 5/31/2019

STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

SINGLE AUDIT CERTIFICATION LETTER

October 1, 2021

Ashley Beatty
Deschutes County, acting by and through its District Attorney's Office
1164 NW Bond St.
Bend OR 97703-1913

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and Deschutes County, acting by and through its District Attorney's Office for the period of October 1, 2021 – September 30, 2023 under the VOCA Grant Award/CFDA#16-575 /\$540,260.00.

Dear Ashley Beatty,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: <https://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#sp2.1.200.f>.

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, E, and F.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

URL address for single Audit:

2. _____ We expect our single audit for our most recent fiscal year, ending _____, to be completed by _____. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. _____ We are not subject to the single audit requirement because:
_____ We are a for-profit organization.
_____ We expend less than \$750,000 in federal funds annually.
_____ Other (please explain) _____

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

Please address all correspondence to:
Oregon Department of Justice, CVSSD
1162 Court Street NE
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victim and Survivor Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, **identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency.** Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, E and F.

| | | | |
|---|--|---|--|
| Grant Award: VOCA/CFA-2021-DeschutesCo.DAVAP-00045 | | Grant Title: 2021 VOCA Non-Competitive Grant | |
| Grantee Name (Funded Entity): Deschutes County, acting by and through its District Attorney's Office | | | |
| Address: 1164 NW Bond St., Bend, OR 97703-1913 | | | |
| Project Period: Start Date: 10/01/2021 End Date: 09/30/2023 | | Award Amount: \$754,782.00 | |
| Contact Name, Phone # & E-mail address: Ashley Beatty, (541) 317-3186, ashley.beatty@dca.us | | | |

AUTHORIZED OFFICIAL’S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that _____ [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title *Signature* *Date*

VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. Requirement of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relates to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the Grantee, the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized official for the Grantee, all assurances or certifications by or on behalf of the Grantee that relate to conduct during the period of performance.

Failure to comply with any one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, an assurance or certification related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Grantee and the award. Among other things, the CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the Grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Grantee is to contact CVSSD promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the awarding agency (CVSSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) or grant amendment to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB

Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. Employment eligibility verification for hiring under the award

1. The Grantee (and any subrecipient at any tier) must:

- A. Ensure that, as part of the hiring process for any position in the United States that is or will be funded (in whole or in part) with VOCA funds, the Grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- A. Notify all persons associated with the Grantee (or any subrecipient) who are or will be involved in activities under this VOCA award of both –
 - 1) This award requirement for verification of employment eligibility, and
 - 2) The associated provisions of 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful to hire (or recruit for employment) certain aliens.
- B. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1).
- C. As part of the recordkeeping for this award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The Grantee must monitor subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

A. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded with award funds.

B. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

C. Nothing in this condition shall be understood to authorize or require any Grantee, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

- D. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to CVSSD before award acceptance.

9. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient ("subgrantees").

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Determination of suitability to interact with participating minors

SCOPE: This condition applies to this award if it is indicated – in the application for the award (or in the application for any subaward, at any tier), or the CVSSD solicitation -- that the purpose of some or all of the activities to be carried out under this VOCA award (whether by Grantee or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age:

The Grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSSD in the manner (including within the timeframes) specified by CVSSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

16. Effect of failure to address audit issues

The Grantee understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSSD awards.

17. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by CVSSD during the period of performance for this award, if the Grantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

22. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subgrantee) would or might fall within the scope of this prohibition, the Grantee is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

23. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

24. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Grantee--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact CVSSD for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether Grantee is designated "high risk" by a federal grant-making agency outside of DOJ

If the Grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSSD by email to Shannon.I.Sivell@doj.state.or.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Grantee high risk, 2. The date the Grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Discrimination Findings

The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Grantee will forward a copy of the findings to CVSSD.

29. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any

other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Grantees of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

30. VOCA Requirements

The Grantee, and any subrecipient ("subgrantee"), must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Grantee certifies that funds under this award will:

- a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSSD.

31. The Grantee agrees to submit (and, as necessary, require subgrantees to submit) quarterly financial reports and semi-annual performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

32. The Grantee understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

Certification: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor’s expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or 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”).

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 15, 2021

SUBJECT: 2022 Arts & Culture Grant Review

RECOMMENDED MOTION: Review and award 2022 Arts & Culture program grants.

BACKGROUND AND POLICY IMPLICATIONS: During the FY 2022 Video Lottery Fund allocation process, the Board of Commissioners set aside \$25,000 to fund the grant program dedicated to supporting art and cultural initiatives in Deschutes County.

Through this program, grants are offered to local non-profit organizations that 1) seek to increase arts and culture opportunities in Deschutes County; 2) make arts and culture education available to Deschutes County residents; and/or 3) contribute to the local economy.

16 applications were submitted in response to the 2022 solicitation and all funding requests total \$60,500. During the December 15 board meeting, the Board will evaluate the requests and determine awards.

BUDGET IMPACTS: Arts & Culture grants are made available through the Video Lottery Fund, which is supported by state lottery proceeds. 2022 Arts & Culture grant funds were budgeted for FY 2021-2022.

ATTENDANCE: Laura Skundrick, Administrative Analyst



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 15, 2021

SUBJECT: Zoning Status of County-owned property consisting of +/- 11.38-acres

RECOMMENDED MOTION:
No Motion at this Time. Action item for discussion only.

BACKGROUND AND POLICY IMPLICATIONS:
Deschutes County owns 11.38-acres located east of Bend in unincorporated Deschutes County. The current zoning is Exclusive Farm Use – Tumalo/Redmond/Bend Subzones (EFU) and Conventional Housing Combining (CHC) and Landscape Management Combining (LM) overlays.

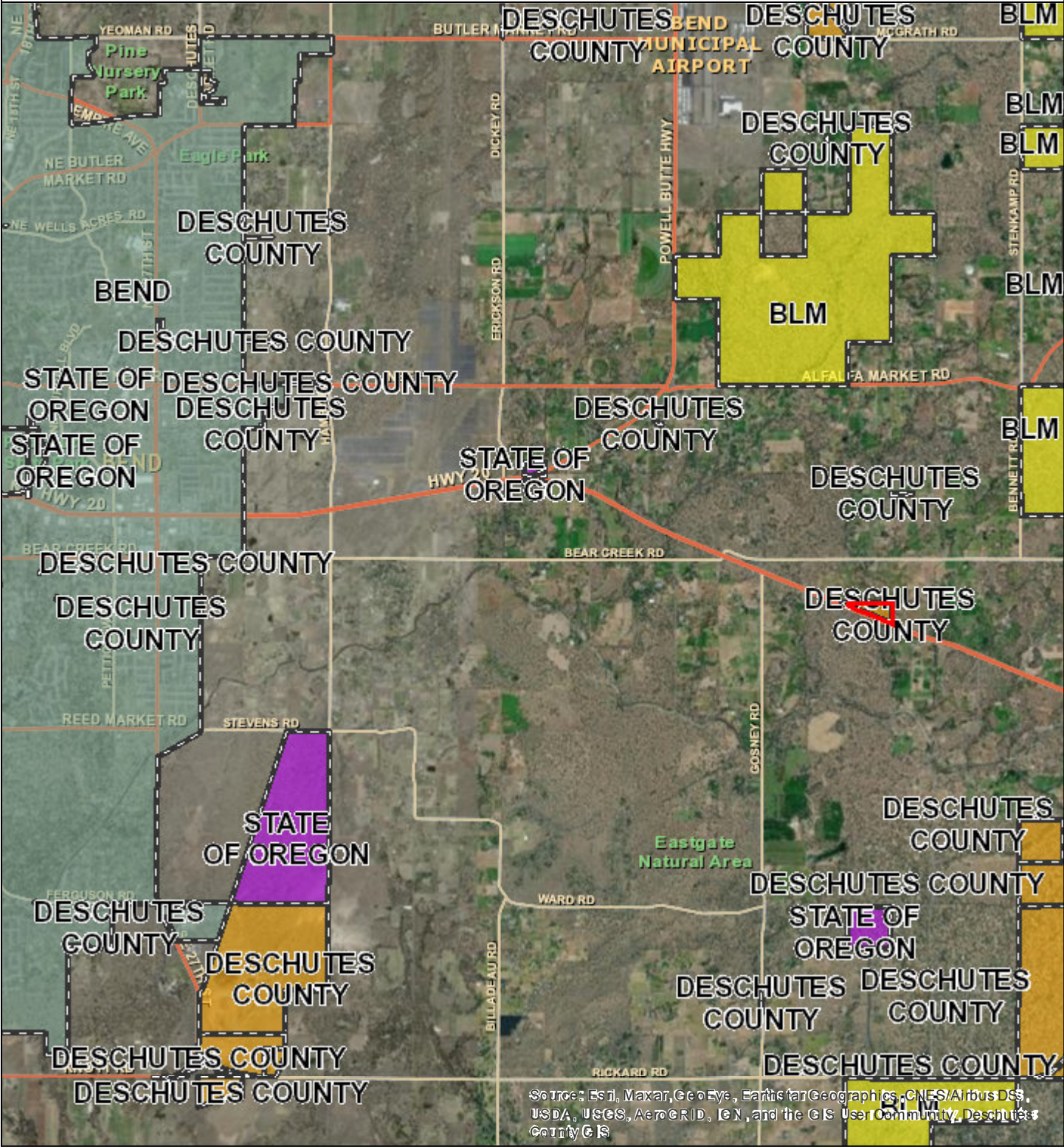
The Board recently expressed its desire to discuss this property as a possible location for an initiative to serve those experiencing houselessness that may include an RV park or associated uses. Being that the EFU zoning would prohibit such use, rezoning would be required.

BUDGET IMPACTS:
None at this time.

ATTENDANCE:
*Erik Kropp, Assistant County Administrator
Kristie Bollinger, Property Manager
Molly Wells Darling, Program Manager*

County-owned Property

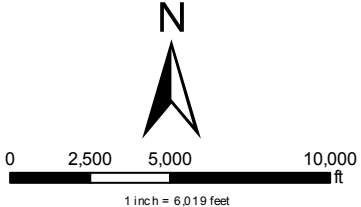
22850 Hwy 20, Bend 1813040000800



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Deschutes County GIS

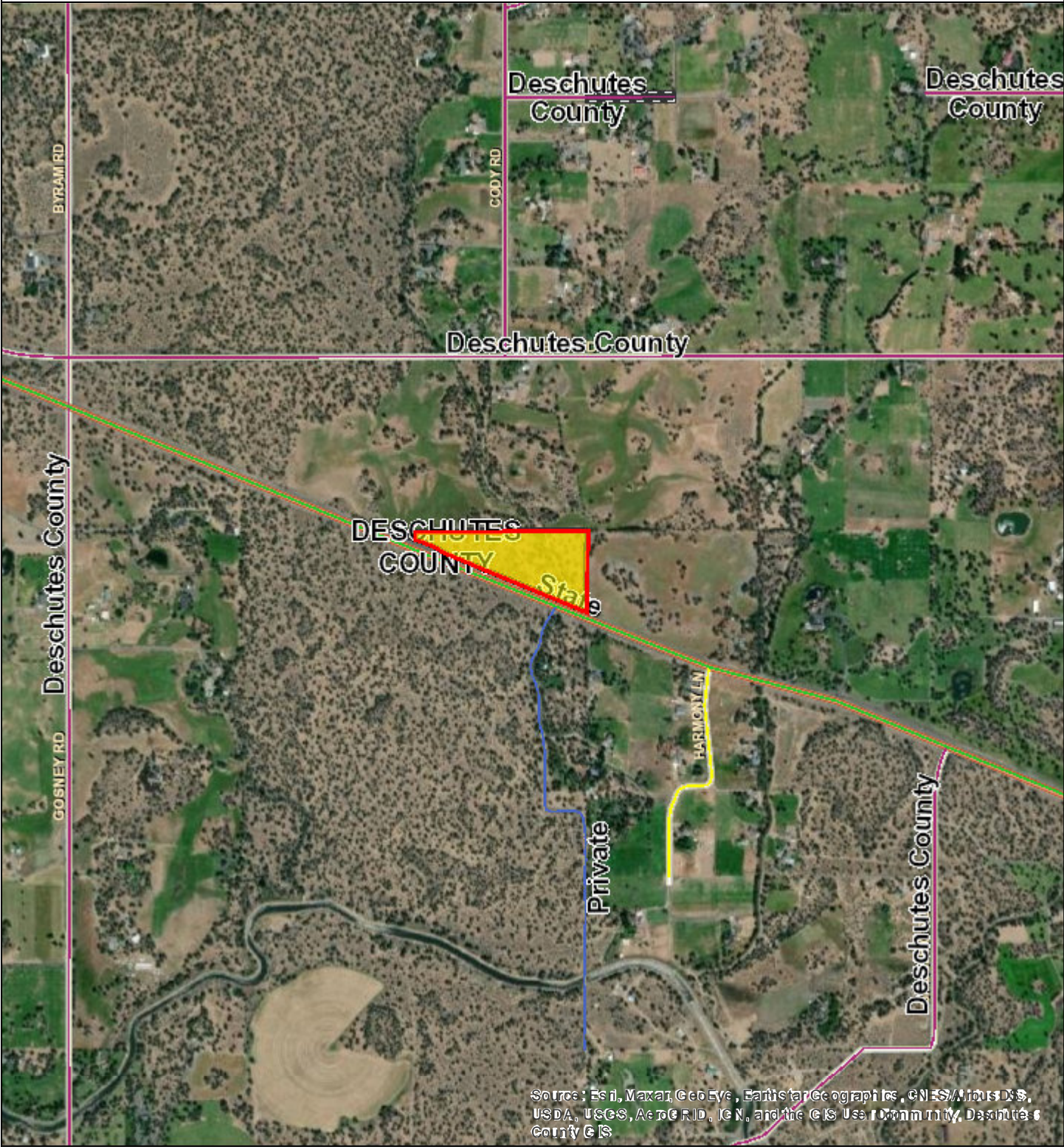


Date: 12/8/2021



County-owned Property

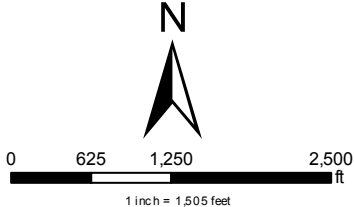
22850 Hwy 20, Bend 1813040000800



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Deschutes County GIS

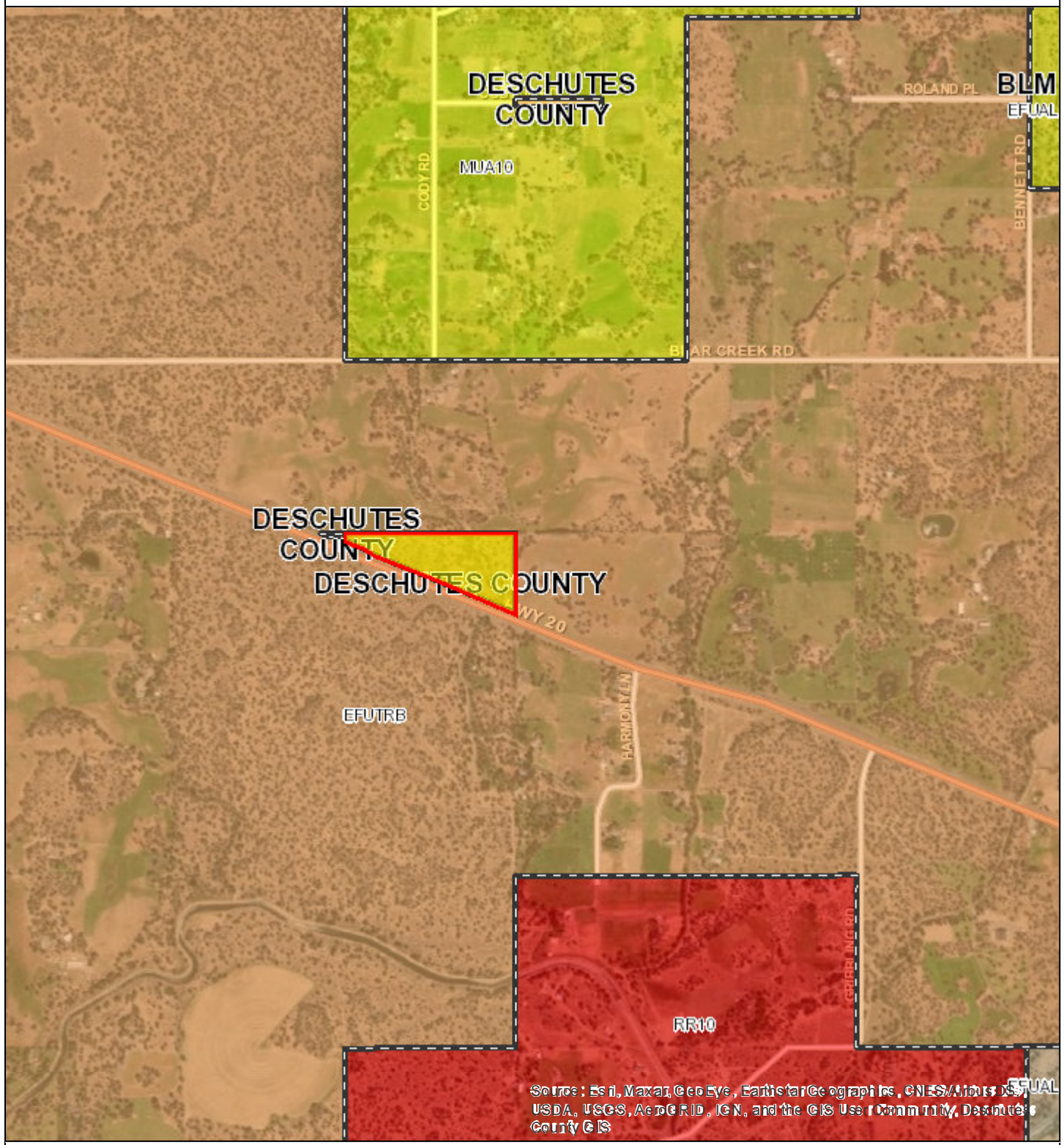


Date: 12/8/2021

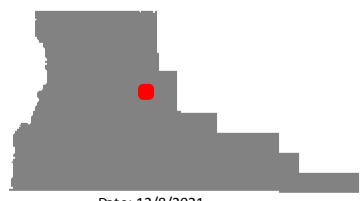


County-owned Property

22850 Hwy 20, Bend 1813040000800



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Date: 12/8/2021

