



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JANUARY 21, 2026

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

AGENDA

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

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

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

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.*

COMMISSIONER ANNOUNCEMENTS

CONSENT AGENDA

1. Authorization to accept a Criminal Justice Commission Illegal Marijuana Market Enforcement grant
2. Approval to accept a grant from the Oregon Criminal Justice Commission for the Behavioral Health Deflection Program
3. Approval to accept a grant from the Oregon Criminal Justice Commission for the Jail-based Medications for Opioid Use Disorder Grant Program
4. Consideration of Board Signature on letter thanking Tina Ward for service on the Fall River Estates Special Road District Board
5. Consideration of Board Signature on letter thanking Julie McFarlane for service on the Deschutes County Behavioral Health Advisory Board
6. Approval of the minutes of the January 7, 2026 BOCC meeting

ACTION ITEMS

7. **9:10AM**Continuation of Public Hearing - Commissioner District Draft Map
8. **10:10AM**Commissioner District Draft Map Next Steps
9. **10:40AM**Intergovernmental Agreement with the Oregon Health Authority for the financing of Community Mental Health Programs through June 30, 2027

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 21, 2026

SUBJECT: Authorization to accept a Criminal Justice Commission Illegal Marijuana Market Enforcement grant

RECOMMENDED MOTION:

Move approval of Document No. 2026-0033 to accept a Criminal Justice Commission Illegal Marijuana Market Enforcement grant award.

BACKGROUND AND POLICY IMPLICATIONS:

In 2018, the Criminal Justice Commission Illegal Marijuana Market Enforcement grant program was established to assist law enforcement with the costs incurred by local law enforcement agencies and District Attorney offices in addressing unlawful marijuana cultivation or distribution operations.

The Deschutes County District Attorney's Office, Deschutes County Sheriff's Office and Bend Police Department were awarded grant money to address the problem. The first grant was offered for a period of one year, July 1, 2018 to June 30, 2019. Since that time, the CJC has continued to offer the opportunity to apply for and receive funding to continue addressing illegal marijuana in our community. The next grant funding was awarded from July 1, 2019 to June 30, 2021. The next grant was awarded from July 1, 2021 to December 31, 2023.

In early 2022, an additional grant was offered and was called the Illegal Marijuana New Hire Project. Deschutes County Sheriff's Office applied for additional funding to help support the DCIMME unit with funds for personnel and equipment. This grant was only for the Deschutes County Sheriff's Office. The Deschutes County Sheriff's Office was awarded the additional grant money and it was combined with the original grant funds. The two grants combined are called the DCSO Illegal Marijuana New Hire Grant with the funding term designated from 2022 to December 2025.

In January of 2024, the CJC reached out to existing grant holders and offered additional funds. A formal application was not required, only a new budget request form and a meeting with the CJC grant staff. The Deschutes County District Attorney's Office was able

to request to be added to the existing grant with the Deschutes County Sheriff's Office. Both agencies were approved for funding until December 31, 2025.

The CJC opened another formal grant application to law enforcement agencies in Oregon for the time period of October 2025 – June 2027. The Deschutes County Sheriff's Office applied for a new grant with the proposed funding term of January 1, 2026 to June 30, 2027.

The grant application was received and accepted by the CJC. All agencies were asked to prepare multiple budget scenarios for the reduced funding being offered for 2025 – 2027. The Deschutes County Sheriff's Office and Deschutes County DA's office requested \$901,242.72 and received \$263,718.00 for eighteen months. Due to the significant reduction of the grant, the entire award will be used by the Deschutes County Sheriff's Office.

BUDGET IMPACTS:

\$263,720 total funding for the Deschutes County Sheriff's Office over FY26 and FY27 (\$131,860 in FY26 and \$131,860 in FY27).

ATTENDANCE:

Danielle Martell, Management Analyst with Deschutes County Sheriff's Office

Elizabeth Lopez, Administrative Analyst with Deschutes County Sheriff's Office

Jeff Price, Business Manager with Deschutes County Sheriff's Office

IME-27-02 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
ILLEGAL MARIJUANA MARKET ENFORCEMENT GRANT PROGRAM

Agreement Number: IME-27-02

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

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$263,720

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

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

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

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

SECTION 3: DISBURSEMENT

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

- (1) \$65,930 by January 30, 2026;
- (2) \$65,930 by March 31, 2026;
- (3) \$65,930 by September 30, 2026; and

(4) \$65,930 by March 31, 2027.

B. Conditions to Disbursements.

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

SECTION 4: USE OF GRANT

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

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

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

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

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

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

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.

D. Return of Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, or any interest earned by Recipient on the Grant funds, under this Agreement that are not used in accordance with this Agreement ("misexpended Grant funds") or remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline ("unexpended Grant funds"), must be returned to CJC. Recipient shall return all misexpended Grant funds to CJC immediately unless directed otherwise in writing by CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

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

H. Recipient Subagreements, Insurance and Procurements.

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

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

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

(3) Insurance.

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

(4) Procurements.

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

SECTION 7: DEFAULT

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

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

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

SECTION 8: REMEDIES

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

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

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

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

SECTION 9: TERMINATION

A. **Mutual Termination.** This Agreement may be terminated at any time by mutual written consent of the parties.

B. **Termination by CJC.** In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:

- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

C. **Termination by Recipient.** Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:

- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

A. **Contribution.**

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

(3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

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

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

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

E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.

J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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

The signatures of the parties follow on the next page.

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



STATE OF OREGON
acting by and through its
Criminal Justice Commission

DESCHUTES COUNTY SHERIFF'S OFFICE

By: Ryan Keck
Ryan Keck, Interim Executive Director

By: _____

Date: 12/18/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 12/16/25
Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:**CJC**

State of Oregon, acting by and
through its Criminal Justice
Commission
Grant Administrator: Rima Ah Toong
Telephone: (503) 983-0480
Email: rima.ahtoong@cjc.oregon.gov

Recipient

Deschutes County Sheriff's Office
63333 Hwy 20
Bend, OR 97703
Contact: Danielle Martell
Telephone: (541) 312-6411
Email: danielle.martell@deschutes.org

Project Description:

Pursuant to Senate Bill 1544 (2018), Senate Bill 893 (2021 Second Special Session) and House Bill 4074 (2022), the purpose of the Illegal Marijuana Market Enforcement Grant Program is to financially support cities, counties, and community-based organizations in addressing unlawful marijuana cultivation and distribution operations, including investigation, prosecution, and services for victims/survivors of labor trafficking and/or worker abuse.

The goal of the Illegal Marijuana Market Enforcement Grant Program is to reduce illegal marijuana cultivation and distribution and facilitate connections to assistance and services for individuals impacted.

Recipient shall use Grant funds to support efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to provide training, purchase investigation tools, and support staff that investigate illegal marijuana operations and partner with Code Enforcement, Oregon Water Master, local CBOs, and other agencies to successfully conduct enforcement efforts and to dismantle illegal grows.

Project Period:

Start Date: October 1, 2025

End Date: August 31, 2027

Reporting Requirements:**Schedule**

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

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

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

Report Contents

Required reports must be submitted through CJC's grant administration system and contain all the requested information.

1. CJC Quarterly Expenditure Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spent during the prior calendar quarter, with brief description.

2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Data and information related to the Recipient's progress in addressing illegal marijuana cultivation and distribution and/or providing services for victims/survivors during the prior calendar quarter; and
 - b. Any other Project information as CJC may reasonably request.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 21, 2026

SUBJECT: Approval to accept a grant from the Oregon Criminal Justice Commission for the Behavioral Health Deflection Program

RECOMMENDED MOTIONS:

Move approval of Document No. 2026-0036, an agreement with Oregon Criminal Justice Commission to accept a grant for the Behavioral Health Deflection Program.

BACKGROUND AND POLICY IMPLICATIONS:

State of Oregon House Bill (HB) 4002 created a new misdemeanor for possession of a controlled substance. HB 4002 offers pathways to expungement, dismissal, or no charges filed, and encourages District Attorneys and law enforcement to divert a person, in lieu of arrest or prosecution, to a deflection program. A deflection program is a collaborative effort between law enforcement agencies and behavioral health systems that strives to aid individuals in receiving treatment, recovery support services, housing, case management, and/or other services.

Collaborating with community partners, Deschutes County Sheriff's Office started the deflection program in September of 2024. This program is being fully supported by Behavioral Health Deflection (BHD) grant funding. On August 13, 2025, the Board of County Commissioners authorized applying for both phase 1 and 2 of the BHD grant. DCSO now asks that the Board approve accepting the phase 2 funding. Both phases of this grant provide \$1,449,796 in total funding for the period of July 1, 2025-August 31, 2027.

BUDGET IMPACTS:

The additional \$379,296 in FY26 revenue is already included in the FY26 adopted budget.

ATTENDANCE:

Michael Gill, Captain
Jeff Price, Business Manager

BHD-27-06 GRANT AGREEMENT
AMENDMENT # 1
CRIMINAL JUSTICE COMMISSION
BEHAVIORAL HEALTH DEFLECTION PROGRAM

This is Amendment No. 1 to Grant Agreement No. BHD-27-06 (“Agreement”) between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Deschutes County** (“Recipient”).

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.
2. Amendment to Agreement. The Agreement is hereby amended as follows (new language is indicated by **bold** and deleted language is indicated by ~~strikethrough~~):
 - A. The Grant Amount in Section 1 is amended as follows:

Grant Amount: **\$1,449,796**
 - B. Section 3.A is amended and restated to include additional disbursements as follows:
 - A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:
 - (1) \$311,908 by October 31, 2025;
 - (2) **\$379,296 by March 31, 2026;**
 - (3) **\$379,296 by September 30, 2026; and**
 - (4) **\$379,296 by March 31, 2027.**
3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Recipient certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The signatures of the parties follow on the next page.

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

**STATE OF OREGON**

acting by and through its
Criminal Justice Commission

DESCHUTES COUNTYBy: Ryan Keck

Ryan Keck, Interim Executive Director

Date: 1/6/2026

By: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 12/18/25

Nina Englander, Senior Assistant Attorney General



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 21, 2026

SUBJECT: Approval to accept a grant from the Oregon Criminal Justice Commission for the Jail-based Medications for Opioid Use Disorder Grant Program

RECOMMENDED MOTIONS:

Move approval of Document No. 2025-1101, an agreement with Oregon Criminal Justice Commission to accept a grant for Jail-based Medications for Opioid Use Disorder Grant Program,

BACKGROUND AND POLICY IMPLICATIONS:

The purpose of the State's Jail-based Medications for Opioid Use Disorder Grant Program (JMOUD) is to provide opioid use disorder treatment and transition planning services to persons in custody in local correctional facilities and tribal correctional facilities. This agreement provides the Deschutes County Sheriff's Office \$238,060 in JMOUD funding for the period of October 1, 2025 - August 31, 2027.

BUDGET IMPACTS:

If approved, a budget adjustment will follow to recognize \$100,000 in grant revenue and increase DCSO program expense appropriations. The balance of \$138,060 will be included in the FY27 budget.

ATTENDANCE:

Michael Gill, Captain
Jeff Price, Business Manager

JMD-27-08 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
JAIL-BASED MEDICATIONS FOR OPIOID USE DISORDER GRANT PROGRAM

Agreement Number: JMD-27-08

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Deschutes County** (“Recipient”) for the benefit of its local correctional facility/facilities, as that term is defined in Section 17 of Senate Bill 236 (2025). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$238,060

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

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

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

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

SECTION 3: DISBURSEMENT

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

- (1) \$59,515 by January 30, 2026;
- (2) \$59,515 by March 31, 2026;

- (3) \$59,515 by September 30, 2026; and
- (4) \$59,515 by March 31, 2027.

B. Conditions to Disbursements.

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

SECTION 4: USE OF GRANT

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

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

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

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

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

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

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
 - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, or any interest earned by Recipient on the Grant funds, under this Agreement that are not used in accordance with this Agreement ("misexpended Grant funds") or remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline ("unexpended Grant funds"), must be returned to CJC. Recipient shall return all misexpended Grant funds to CJC immediately unless directed otherwise in writing by CJC. Recipient shall return all unexpended Grant funds CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. **Inspection.** Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

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

H. **Recipient Subagreements, Insurance and Procurements.**

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

(2) **Subagreement indemnity.**

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

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

(3) Insurance.

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

(4) Procurements.

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

SECTION 7: DEFAULT

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

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

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

SECTION 8: REMEDIES

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

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

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

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

SECTION 9: TERMINATION

A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.

B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:

- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:

- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

A. Contribution.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

(3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

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

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

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

E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.

J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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

The signatures of the parties follow on the next page.

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



STATE OF OREGON
acting by and through its
Criminal Justice Commission

DESCHUTES COUNTY

By: Ryan Keck
Ryan Keck, Interim Executive Director

By: _____

Date: 12/12/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 12/9/25

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

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

Recipient

Deschutes County
63333 West Hwy 20
Bend, OR 97703

Grant Administrator: Rachel McArthur

Telephone: (503) 507-4561

Email: rachel.mcarthur@cjc.oregon.gov

Contact: Michael Shults

Telephone: (541) 617-3387

Email: michael.shults@deschutes.org

Project Description:

Pursuant to Sections 81 to 86, chapter 70, Oregon Laws 2024, as modified by HB 3069 (2025), the purpose of the Jail-based Medications for Opioid Use Disorder (JMOUD) Grant Program is to financially support cities, counties, and tribes with the provision of opioid use disorder treatment and transition planning services to persons in custody in local correctional facilities and tribal correctional facilities, as defined in Section 17 of Senate Bill 236 (2025).

The goal of the JMOUD grant program is to increase the provision of opioid use disorder treatment and transition planning services to adults in custody.

Recipient shall use Grant funds to support efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to partner with a treatment provider for assessment, opioid use disorder diagnosis, and continued treatment to program clients.

Project Period:

Start Date: October 1, 2025

End Date: August 31, 2027

Reporting Requirements:**Schedule**

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

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

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

Report Contents

Required reports must be submitted through CJC's grant administration system and contain all the requested information.

1. CJC Quarterly Expenditure Report (<https://cjc-grants.smapply.io>)
 - a. Grant Funds spent during the prior calendar quarter, with brief description.

2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Data and information related to the Recipient's activity and progress providing opioid use disorder treatment and transition planning services during the prior calendar quarter; and
 - b. Any other Project information as CJC may reasonably request.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 21, 2026

SUBJECT: Continuation of Public Hearing - Commissioner District Draft Map

BACKGROUND AND POLICY IMPLICATIONS:

Ballot Measure 9-173, approved by voters in November 2024, expands the Board of County Commissioners (BOCC) from three to five members. The two new positions will be elected at-large in 2026 for an initial two-year term which will begin in January 2027. The BOCC met several times between November 2024 and May 2025 to consider transitioning from five at-large Commissioner positions to establishing individual Commissioner districts.

On May 5, 2025, the BOCC majority voted to form a committee with members selected through BOCC nominations.

The District Mapping Advisory Committee (DMAC) was comprised of seven appointed members. The DMAC members were as follows:

Name	Appointed By
Bernie Brader	Commissioner DeBone
Ned Dempsey	Commissioner DeBone
Matt Cyrus	Commissioner Adair
Phil Henderson	Commissioner Adair
Andrew Kaza	Commissioner Chang
Carol Loesche	Commissioner Chang
Melanie Kebler	Commissioner Chang

The majority of the DMAC made the following recommendations to the BOCC:

1. The DMAC recommends the BOCC consider Map C for the district map
2. The DMAC recommends the BOCC use a random process to number the districts
3. The DMAC recommends to the BOCC that if voters approve the map, then redistricting should occur after the 2030 census

On December 3, 2025, the BOCC invited members of the DMAC to provide public comments on the DMAC process and recommendations. After reviewing the recommendations put forth by the DMAC, the BOCC requested staff to schedule two public hearings.

The public hearings are scheduled for January 20 from 5:30 – 7:30 p.m. and on January 21 during that day's regularly scheduled BOCC meeting.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager

Nick Lelack, County Administrator



DISTRICT MAPPING ADVISORY COMMITTEE GUIDELINES

October 27, 2025

Background

Ballot Measure #9-173, approved by voters in November 2024, expands the County Commissioners to a five-seat Board. The two new positions will be elected at-large in 2026 for an initial two-year term which will begin in January 2027. The Deschutes Board of County Commissioners (BOCC) met several times between November 2024 and May 2025 to discuss BOCC interest in creating Commissioner Districts in place of having five at-large Commissioner Positions.

On March 31, 2025, the BOCC voted to move forward to develop a process to draft Commissioner Districts for voter consideration as a ballot measure in 2026. On May 5 the majority of the BOCC voted to establish a committee by BOCC nominations.

The committee will be made up of seven community members, appointed individually by Commissioners. The appointments will be as follows:

Commissioner	Number of Nominations
Commissioner DeBone	2
Commissioner Adair	2
Commissioner Chang	3

Mission and Purpose

The District Mapping Advisory Committee (DMAC) is a non-partisan committee comprised of citizen volunteers residing throughout Deschutes County. The mission of the DMAC is to take a non-partisan approach to drafting a five commissioner district map, consisting of proportional districts, for the BOCC consideration. If a draft map is approved by the BOCC, it will then be put before the voters as a ballot measure during the 2026 election cycle.

Structure and Membership

The DMAC consists of seven voting members selected via BOCC appointment.



Facilitator Neil Bryant will chair and guide the committee meetings, and a project management team consisting of county staff will support the committee in the following areas:

- Meeting logistics, facilitation, and communications
- Meeting minutes
- GIS Mapping Support
- Update the BOCC of committee activities and actions
- Provide an overview of public meeting laws and ethics, education (i.e., applicable laws and rules), technical information and memorandums, and options for decision making
- Maintain a project website
- Other necessary actions not identified above

Record Keeping and Transparency

As an official public body, Oregon's open meeting laws apply to the DMAC. All meetings will be publicly noticed, livestreamed, and will provide an opportunity for public input. Meeting minutes will be taken and posted on a designated website. Meeting minutes will be shared via email with all members prior to the meeting for review and will be approved as drafted or modified by the committee at a subsequent meeting. All opinions, perspectives, and views will be captured in meeting minutes. This guideline will be posted to the project website and remain a publicly available document.

DMAC members will be assigned a Deschutes County email address that must be used for any and all email communications related to the work of the DMAC.

Meeting Schedule and Logistics

The DMAC will have an orientation meeting in August 2025. The orientation meeting will provide information on public meeting laws, DMAC guidelines, and structure of DMAC meetings.

The DMAC will meet every Wednesday from 1:00 – 3:00 p.m., Sept. 10 – Nov. 19. If the DMAC completes their work early then meetings may end before Nov. 19. If the DMAC needs more time to complete their work then additional meetings may be scheduled to meet the Nov. 98 deadline.



Meetings will take place in different locations throughout the County which could include, but is not limited to, Bend, La Pine, Redmond, and Sisters.

Membership

The DMAC is comprised of members listed in the table below. If a committee member has to vacate their appointment for any reason, then an alternate will be appointed by the Commissioner that assigned the committee member to the vacated seat.

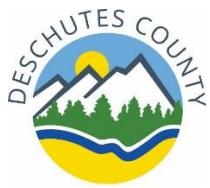
Name	Appointed By
Bernie Brader	Commissioner DeBone
Ned Dempsey	Commissioner DeBone
Matt Cyrus	Commissioner Adair
Phil Henderson	Commissioner Adair
Andrew Kaza	Commissioner Chang
Carol Loesche	Commissioner Chang
Melanie Kebler	Commissioner Chang

Ground Rules and Expectations

1. Attendance: The Committee strives for full in-person attendance at every meeting.
2. Inclusivity and Civility: Committee members are expected to create space for diverse or contradictory opinions, and support collaboration in all meetings.
3. A majority of DMAC members (4 or more) constitutes a quorum, and a quorum shall be required to approve any motions and/or recommendations.
4. The Robert's Rules of Order will be used by the facilitator to guide the meetings.

Map Drawing Criteria

1. Each district, as nearly as practicable, shall:
 - a. Be contiguous
 - b. Utilize existing precinct lines
 - c. Not unreasonably divide communities of common interest and geographic boundaries
 - d. Consider current growth patterns



- i. i.e. building permits and UGB expansions
2. No district shall be drawn for the purpose of favoring any political party, incumbent elected official or other person.
3. No district shall be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.
4. Population
 - a. The DMAC will be provided with the following three data points in a table by precinct for consideration. Staff and the GIS support team will work with the DMAC to support additional data requests as available.
 - i. Census Population
 1. Census population data is from 2020, and an updated count will not be available until 2031.
 - ii. Voter Registration data from February 2022 (the date of the newly configured precincts based on state-wide re-districting).
 - iii. Current Voter Registration data will be provided as requested by the DMAC.
 - b. Maps should be drawn to approximately equal population size, to be within a 10% range between the largest and smallest district.
 5. Draft map will have five districts.

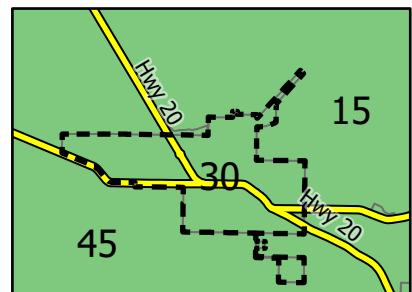
Public Input

Each DMAC meeting will allocate 15 minutes, as needed, for public input. A sign-up sheet will be available at each meeting for members of the public attending in person who would like to give their input. Online participants can indicate their desire to comment by using the "raise hand" feature on Zoom.

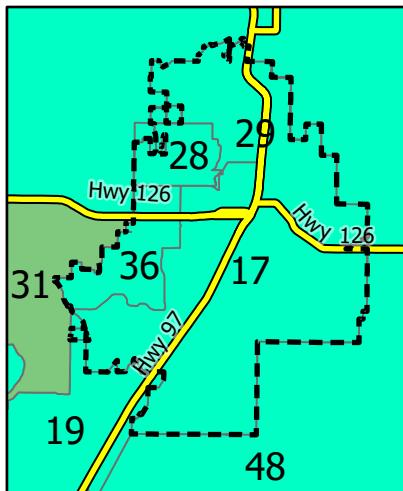
Each person will be allowed up to three minutes for their comments. If more than five people sign up to speak, the facilitator will adjust time limits to ensure the public comment period does not exceed 15 minutes.

Draft District Commissioner Map

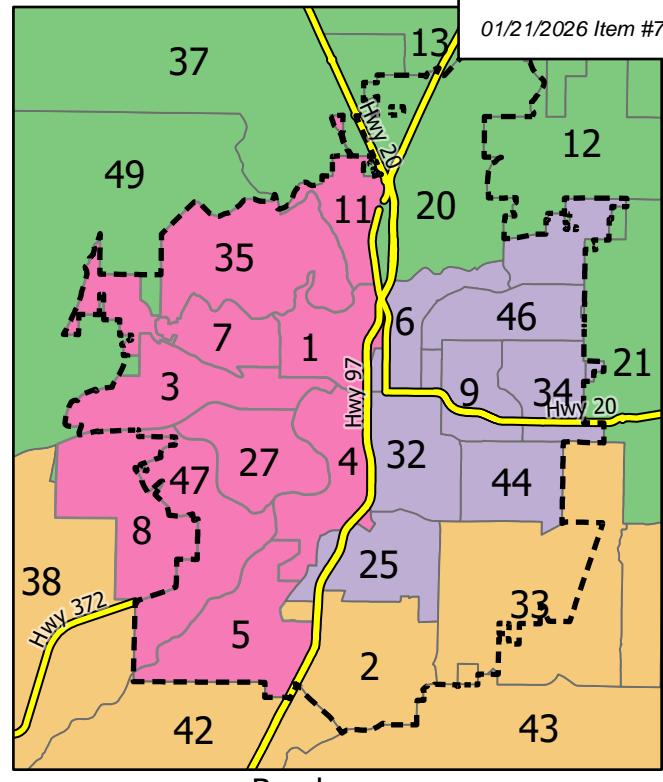
- Position #1
- Position #2
- Position #3
- Position #4
- Position #5



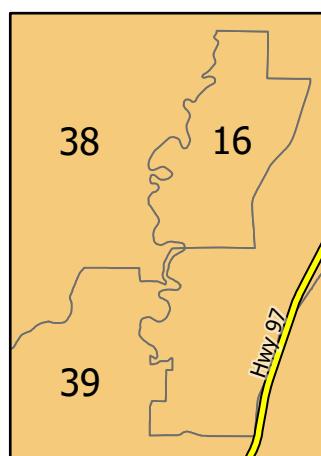
Sisters



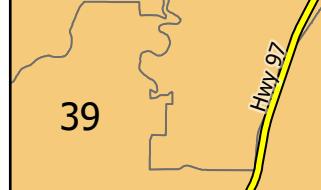
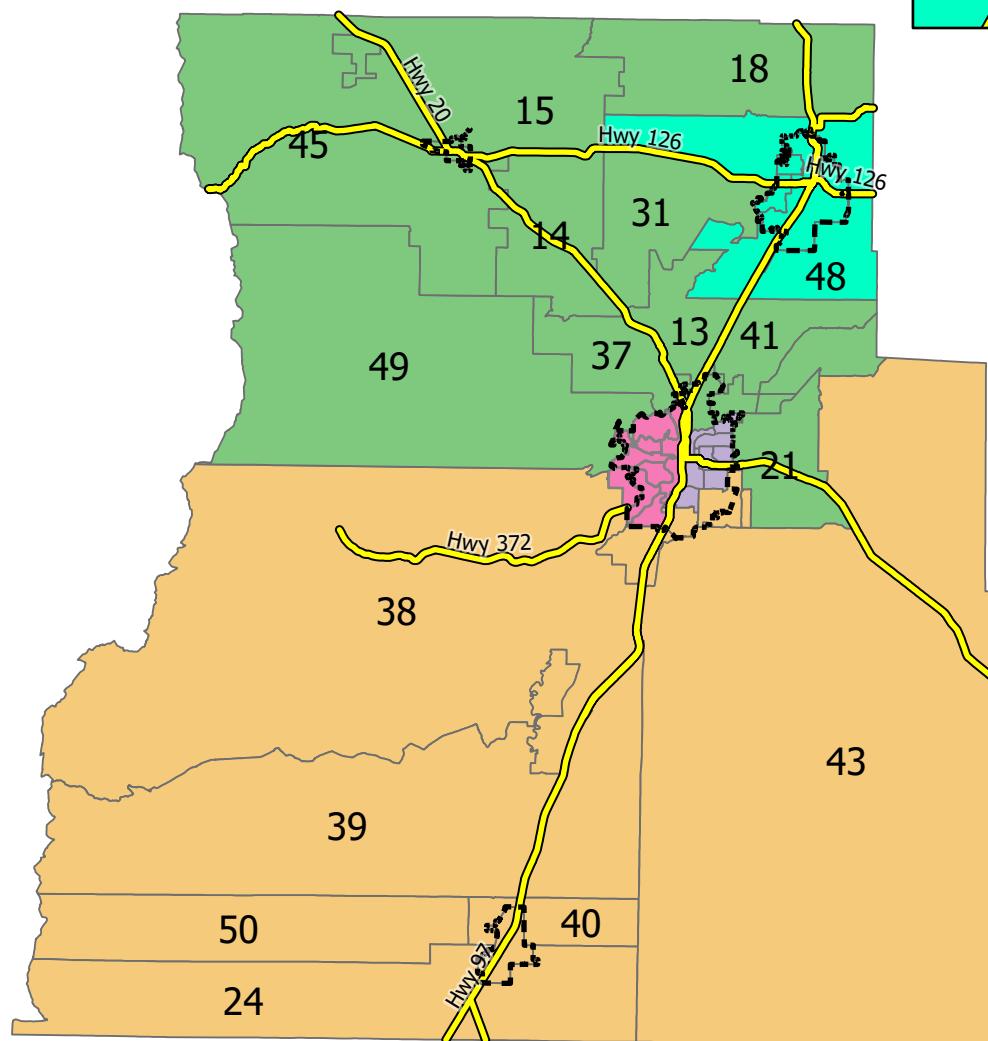
Redmond



Bend



South County



La Pine



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 21, 2026

SUBJECT: Commissioner District Draft Map Next Steps

BACKGROUND AND POLICY IMPLICATIONS:

Ballot Measure 9-173, approved by voters in November 2024, expands the Board of County Commissioners (BOCC) from three to five members. The two new positions will be elected at-large in 2026 for an initial two-year term which will begin in January 2027. The BOCC met several times between November 2024 and May 2025 to consider transitioning from five at-large Commissioner positions to establishing individual Commissioner districts.

On March 31, 2025, the BOCC voted to initiate the process of drafting Commissioner districts for voter consideration in 2026. On May 5, 2025, the BOCC majority voted to form a committee with members selected through BOCC nominations.

The District Mapping Advisory Committee (DMAC) was comprised of seven appointed members. The County contracted with Neil Bryant to serve as facilitator and chair. The DMAC members were as follows:

Name	Appointed By
Bernie Brader	Commissioner DeBone
Ned Dempsey	Commissioner DeBone
Matt Cyrus	Commissioner Adair
Phil Henderson	Commissioner Adair
Andrew Kaza	Commissioner Chang
Carol Loesche	Commissioner Chang
Melanie Kebler	Commissioner Chang

During the December 3, 2025, the BOCC invited members of the DMAC to provide public comments on the DMAC process and recommendations. After reviewing the recommendations put forth by the DMAC the BOCC requested staff to schedule two Public Hearings, one in the evening and one during a regularly scheduled BOCC meeting, to give the public an opportunity to comment on the proposed draft map and the DMAC process.

The Public Hearings are scheduled for January 20 from 5:30 – 7:30 pm and January 21 during the regularly scheduled BOCC meeting.

The DMAC recommendations for BOCC consideration include:

1. The DMAC recommends the BOCC consider Map C for the district map
 - a. In favor of the recommendation: Bernie Brader, Matt Cyrus, Ned Dempsey, and Phil Henderson
 - b. Opposed to the recommendation: Andrew Kaza, Carol Loesche, and Melanie Kebler
2. The DMAC recommends the BOCC use a random process to number the districts
 - a. In favor of the recommendation: Bernie Brader, Carol Loesche, Matt Cyrus, Ned Dempsey, and Phil Henderson
 - b. Opposed to the recommendation: Andrew Kaza and Melanie Kebler
3. The DMAC recommends to the BOCC that if voters approve the map, then redistricting should occur after the 2030 census
 - a. In favor of the recommendation: Bernie Brader, Matt Cyrus, Ned Dempsey, and Phil Henderson
 - b. Opposed to the recommendation: Carol Loesche and Melanie Kebler
 - c. Abstained: Andrew Kaza

NEXT STEPS:

- Would the BOCC like to refer Map C to the voters as a Ballot Measure?
 - If yes, for what election date: May 19, 2026, or November 3, 2026?
 - If yes, would the BOCC prefer to incorporate language from DMAC recommendation #3 into the Ballot Measure?

BUDGET IMPACTS:

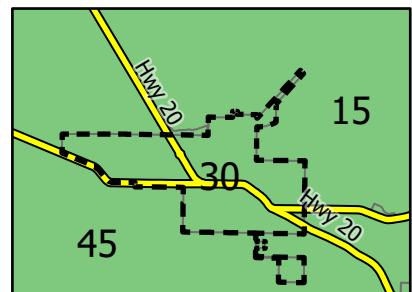
N/A

ATTENDANCE:

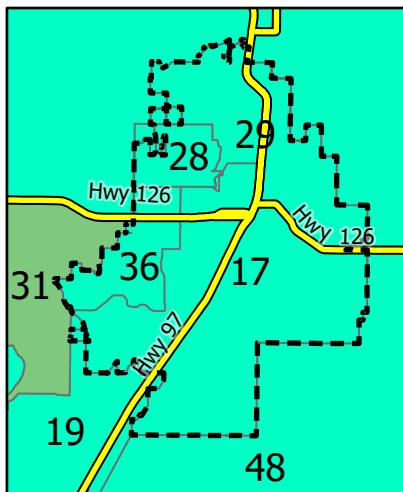
Jen Patterson, Strategic Initiatives Manager
 Nick Lelack, County Administrator

Draft District Commissioner Map

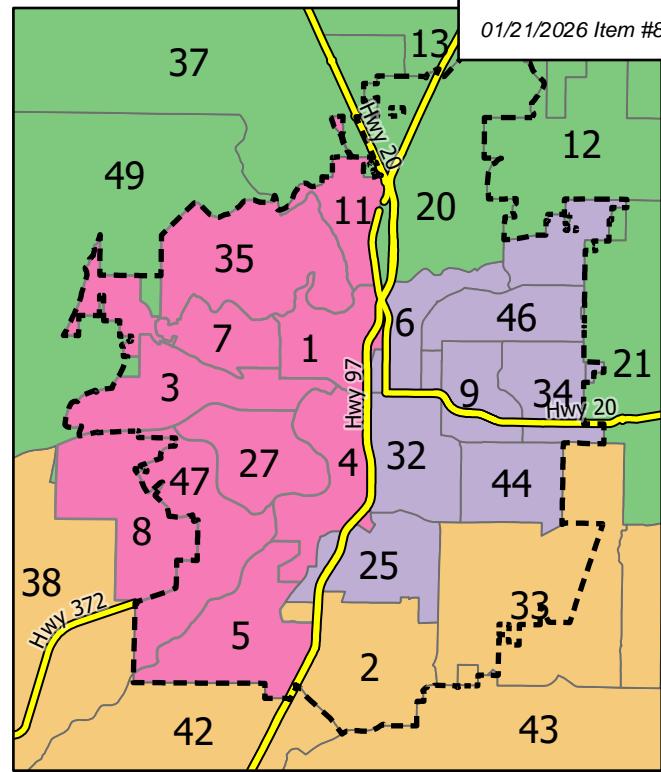
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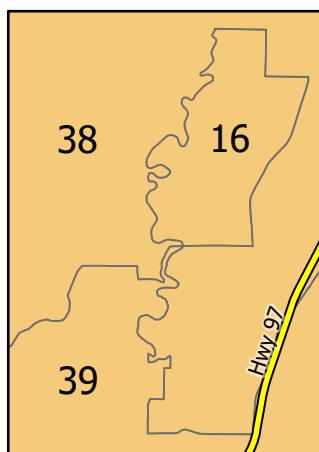
Sisters



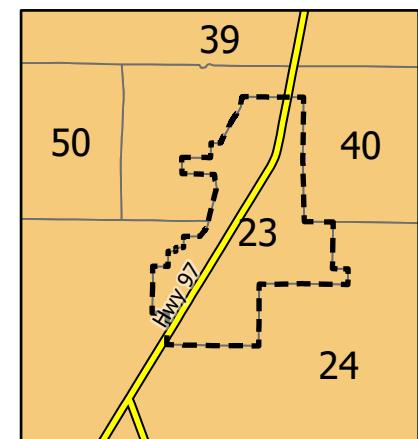
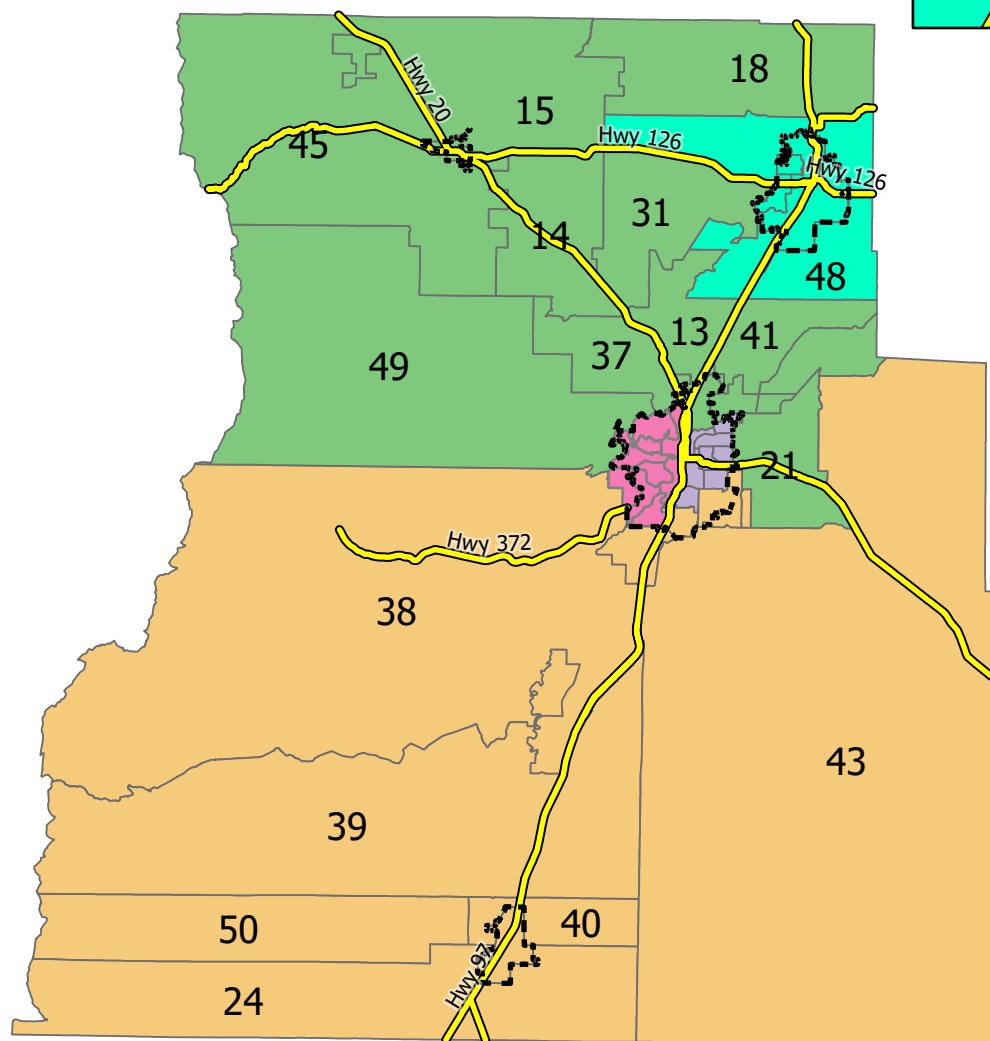
Redmond



Bend



South County



La Pine

01/21/2026 Item #8.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 21, 2026

SUBJECT: Intergovernmental Agreement with the Oregon Health Authority for the financing of Community Mental Health Programs through June 30, 2027

RECOMMENDED MOTION:

Move approval of Document No. 2025-1054, an intergovernmental agreement with the Oregon Health Authority for the financing of Community Mental Health Programs.

BACKGROUND AND POLICY IMPLICATIONS:

Over the last year, the Oregon Health Authority (OHA), Deschutes County's Behavioral Health Division (BHD), and the Association of Community Health Programs (AOCMHP) have collaborated to revise the County Financial Assistance Agreements (CFAA). The new CFAAs replaces "Service Elements" (SE) with "Core Service Areas" and allow each Local Mental Health Authority (LMHA) which operates a County Mental Health Program (CMHP) to submit a local plan and budget tailored to the behavioral health needs of its community.

Funding through Core Service Areas enables LMHAs flexibility to tailor service delivery based on community needs while clarifying OHA priorities and expectations of the award. The new CFAA will continue to allocate funds on a biennial basis.

Core Service Areas are as follows:

- System Management and Coordination
 - Planning and Service Delivery – Adult Intensive
 - Planning and Service Deliver - Forensic
- Crisis Services
 - Mobile Crisis Intervention Services
 - Mobile Response & Stabilization Services
 - Crisis Stabilization Centers
 - County Crisis Line
- Forensic & Involuntary Services
 - Aid & Assist
 - Services for Individuals under the jurisdiction of the Psychiatric Security Review Board
 - Civil Commitment
 - Forensic Diversion

- Outpatient & Community-Based Services
 - Early Assessment and Support Alliance
 - Assertive Community Treatment
 - Gero-Specialist Service
 - Other Outpatient Services
- Residential & Housing Support Services
 - Housing Coordination
- Behavioral Health Promotion & Prevention
- Block Grant Funded Services
 - Supportive Employment
 - Outpatient activities that address the complex needs of individuals, families, and communities impacted by mental illness and substance use disorders

In September, the Board of County Commissioners approved OHA amendment PO-44300-00026008-17 which extended the old CFAA for six months to allow time for local plans and budgets to be developed. Funding awarded to Deschutes County through that amendment was \$3,553,617 for the period July 1, 2025, through December 31, 2025.

Health Services requests approval of the Intergovernmental Agreement (IGA) PO-44300-00054286, the new CFAA. Based on the County's local plan and budget, submitted in September and approved in December, OHA has awarded \$12,608,197 for the eighteen-month period January 1, 2026, through June 30, 2027. Payments will be retroactive to January 1, 2026.

BUDGET IMPACTS:

\$12,608,197 revenue: \$4,202,732 in fiscal year 2026 and \$8,405,465 in fiscal year 2027.

ATTENDANCE:

Holly Harris, Health Services Director

Shannon Brister, Behavioral Health Director

Cheryl Smallman, Health Services Business Officer

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

AGREEMENT # 44300-00054286

2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

This 2026-2027 Intergovernmental Agreement for the Financing of Community Mental Health Programs (this “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

1. OHA is authorized to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health Programs (as hereinafter defined) operated or contracted for by one or more counties;
2. County has established and proposes, during the term of this Agreement, to operate or contract for the operation of a Community Mental Health Program in accordance with the policies, procedures, and administrative rules of OHA;
3. County has requested Financial Assistance (as hereinafter defined) from OHA to operate or contract for the operation of its Community Mental Health Program;
4. OHA is willing, upon the terms and conditions of this Agreement, to provide Financial Assistance to County to operate or contract for the operation of its Community Mental Health Program to provide the Services (as hereinafter defined); and
5. Various statutes authorize OHA and County to collaborate and cooperate in providing for basic services and incentives for community-based care in a manner that ensures appropriate and adequate statewide Service delivery capacity.

AGREEMENT

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:

1. **Effective Date and Duration.** This Agreement shall become effective on January 1, 2026 (the “Effective Date”). Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2027.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without exhibits

Exhibit A	Definitions
Exhibit B	Service Descriptions
Exhibit C	Financial Assistance Award
Exhibit D	Special Terms and Conditions
Exhibit E	General Terms and Conditions
Exhibit F	Standard Terms and Conditions
Exhibit G	Required Federal Terms and Conditions
Exhibit H	Insurance Requirements
Exhibit I	Catalog of Federal Domestic Assistance (CFDA) Number Listing

In the event of a conflict between two or more provisions within any of the documents comprising this Agreement, the language in the provision with the highest precedence will control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (i) this Agreement without exhibits, (ii) Exhibit G, (iii) Exhibit A, (iv) Exhibit C, (v) Exhibit D, (vi) Exhibit B, (vii) Exhibit F, (viii) Exhibit E, (ix) Exhibit H, (x) Exhibit I.

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:

Phil Chang

Chair, Board of
County Commissioners

Authorized Signature

Printed Name

Title

Date

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

By:

Printed Name

Date

Approved by: Director, OHA Behavioral Health Division

By:

Printed Name

Date

Approved for Legal Sufficiency:

Approved by Lisa Gramp, Sr. Assistant Attorney General on December 18, 2025; email in Agreement file

2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

EXHIBIT A DEFINITIONS

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

1. **“Addiction Treatment, Recovery, & Prevention Services”** means Services for Individuals at risk of developing or diagnosed with SUD.
2. **“Aging and People with Disabilities”** or **“APD”** means a division within the Oregon Department of Human Services that is responsible for management, financing, and regulating 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.
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, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Allowable Services”** means the reasonable, allocable, and necessary Services eligible for funding through this Agreement.
6. **“Behavioral Health”** refers to mental and emotional wellbeing or actions that affect wellness.
7. **“Behavioral Health Disorder”** means a mental illness, Mental or Emotional Disturbance, or Substance Use Disorder.
8. **“Behavioral Health Division”** or **“BHD”** means for the purpose of this Agreement, the division of OHA that is responsible for the functions described in [ORS 430.021\(2\)](#), including but not limited to coordinating, assisting, and directing a Community Mental Health Program in cooperation with local government units and integrate such a program with the state Community Mental Health Program, and direct and coordinate Addiction Treatment, Recovery, & Prevention Services.
9. **“Behavioral Health Prevention”** means interventions to minimize Behavioral Health Problems by addressing determinants of Behavioral Health Problems before a specific Behavioral Health Problem has been identified in the Individual, group, or population of focus.

10. **“Behavioral Health Problem”** means a mental illness, Mental or Emotional Disturbance, Substance Use Disorder, or serious psychological distress and suicide.
11. **“Behavioral Health Promotion”** means a set of strategies that encourage and increase protective factors and health behaviors to help prevent the onset of a diagnosable Behavioral Health Disorders and reduce risk factors that can lead to the development of a Behavioral Health Disorder.
12. **“Budget”** means the written plan of projected income and expenditures for Services paid for with the Financial Assistance, as approved by OHA.
13. **“Community Mental Health Program”** or **“CMHP”** means an entity established under [ORS 430.620](#) that is responsible for planning and delivery of Services for Individuals with or at risk of developing a Behavioral Health Disorder in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
14. **“Coordinated Care Organizations”** or **“CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under [ORS 414.572](#) to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
15. **“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.
16. **“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.
17. **“Financial Assistance Award”** or **“FAA”** means the description of financial assistance set forth in Exhibit C.
18. **“Financial Assistance”** means all or a portion of the Financial Assistance Award.
19. **“Individual”** or **“Client”** means any person being considered for or receiving Services funded with the Financial Assistance.
20. **“Local Mental Health Authority”** or **“LMHA”** has the meaning set forth in [ORS 430.630\(9\)\(a\)](#).
21. **“Local Plan”** or **“Plan”** means the comprehensive plan, adopted by the Local Mental Health Authority as set forth in [ORS 430.630\(9\)](#) and approved by OHA in accordance with [ORS 430.640\(1\)\(f\)](#). Each Local Mental Health Authority that operates or contracts for the operation of a Community Mental Health Program shall determine the need for local services and adopt a comprehensive Local Plan for the delivery of services for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide or ensure provision of those services. The Local Plan must describe, among other things, how County will provide or ensure provision of the Services outlined in Exhibit B with the Financial Assistance. 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/Reporting-Requirements.aspx>. County shall provide Services in accordance with the Local Plan and Budget.

22. **“Mandated State Data System”** means the OHA data system that stores non-Medicaid Service data submitted by OHA contractors and subcontractors.
23. **“Medicaid”** means the federal grant-in-aid program to state governments to provide medical assistance to eligible individuals under Title XIX of the Social Security Act. ([QAR 309-019-0105\(96\)](#)).
24. **“Mental or Emotional Disturbance”** means a disorder of emotional reactions, thought processes, or behavior that results in substantial subjective distress or impaired perceptions of reality or impaired ability to control or appreciate the consequences of the person's behavior and constitutes a impairment of the resident's social, educational, or economic functioning. Medical diagnosis and classification must be consistent with the Diagnostic and Statistical Manual of Mental Disorders (DSM 5-TR) of the American Psychiatric Association.”
25. **“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.
26. **“ODHS”** means the Department of Human Services of the State of Oregon.
27. **“Older Adults”** means adults who are 60 years old or older.
28. **“OHA Contract Administrator”** means the person identified in Section 16 of [Exhibit E](#) or their designee.
29. **“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 [Exhibit C](#), “Financial Assistance Award” or in [Exhibit D](#), “Special Terms and Conditions.”
30. **“Provider”** means an entity or qualified person that holds all licenses, certificates, authorizations, and other approvals required by applicable law to deliver the Services. Provider also includes County if County provides the Service directly.
31. **“Provider Contract”** means the agreement by and between County and a Provider under which County subcontracts for the provision of certain Services, the terms and conditions of which must

be consistent with this Agreement with regard to any duties or obligations that are subcontracted. OHA's consent to any Provider or Provider Contract does not relieve County of any of its duties or obligations under this Agreement and County remains responsible for such duties or obligations regardless of any Provider Contract. The Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract and provide the CFDA number.

32. “Qualifying Mental Disorder” means:

- a. A developmental or intellectual disability, traumatic brain injury, brain damage or other biological dysfunction that is associated with distress or disability causing symptoms or impairment in at least one important area of the defendant's or youth's functioning and is defined in the current Diagnostic and Statistical Manual of Mental Disorders (DSM 5-TR) of the American Psychiatric Association; or
- b. Any diagnosis of a psychiatric condition which is a significant behavioral or psychological syndrome or pattern that is associated with distress or disability causing symptoms or impairment in at least one important area of the defendant's or youth's functioning and is defined in the Diagnostic and Statistical Manual of Mental Disorders (DSM 5-TR) of the American Psychiatric Association.
- c. Qualifying Mental Disorder does not include:
 - (1) A diagnosis solely constituting the ingestion of substances (e.g., chemicals or alcohol), including but not limited to transitory, episodic alcohol or drug-induced psychosis;
 - (2) An abnormality manifested solely by repeated criminal or otherwise antisocial conduct;
 - (3) An abnormality constituting a personality disorder; or
 - (4) Constituting solely a conduct disorder for a youth.

33. “Required Federal Terms and Conditions” mean the requirements set forth in Exhibit G.

34. “Service(s)” or “Core Service Area(s)” means any one of the following Services or group of related Services as described in the Service Descriptions.

Service Name	Service Code
Core Service Area(s):	BHD 500
a. System Management & Coordination	
b. Crisis Services	
c. Forensic & Involuntary Services	
d. Outpatient & Community-Based Services	
e. Residential & Housing Services	
f. Behavioral Health Promotion & Prevention	
g. Block Grant Funded Services	
h. Invoiced Services	

35. “Service Description” means the description of the Services as set forth in Exhibit B.

36. “Service Priorities” means the tiered provision of Services set forth in Section 2 of Exhibit B, provided that such Service Priorities do not conflict with ORS Ch. 430.

37. **“Special Condition”** means a clause added to a specific line item in the Financial Assistance Award.
38. **“Substance Use Disorder”** or **“SUD”** means, as defined in DSM-5-TR, disorders related to the taking of a drug of abuse including alcohol, the side effects of a medication, or a toxin exposure. The disorders include substance use disorders and substance-induced disorders, which include substance intoxication and withdrawal, and substance-related disorders such as delirium, neuro-cognitive disorders, and substance-induced psychotic disorder.
39. **“Substantial Compliance”** means a level of adherence to applicable administrative rules, statutes, other applicable regulations, and the required metrics associated with each Core Service Area that, even if one or more requirements is not met in the reasonable determination of OHA, subject to any and all ORS 183 appeal rights, does not:
 - a. Constitute a danger to the health, welfare, or safety of any Individual or to the public;
 - b. Constitute a willful, negligent, or ongoing violation of the rights of any Individuals as set forth in administrative rules; or
 - c. Constitute significant impairment to the accomplishment of the purposes in providing funding through this Agreement.
40. **“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 mental health and substance use services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Trauma Informed 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. ([OAR 309-019-0105](#)(162)).
41. **“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 E, “General Terms and Conditions,” section 3.b.”
42. **“Young Adult in Transition”** means an Individual who is developmentally transitioning into independence, sometime between the ages of 14 to 25. ([OAR 309-019-0105](#)(172)).

2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

EXHIBIT B SERVICE DESCRIPTIONS

The parties acknowledge and agree that the Financial Assistance provided in this Agreement may not be sufficient to fully provide the Services to all Individuals. Likewise, the parties acknowledge and agree that the Local Plan and Budget, as well as County's CMHP obligations under ORS 430.630, encompass obligations that are not covered by this Agreement. Nothing in this Agreement entitles a third party to enforce its terms.

In addition, OHA acknowledges that County is not a party to the Mink-Bowman litigation. The intention of this Agreement is, consistent with ORS 430.646(1)-(3) and ORS 430.644, to ensure that the Financial Assistance is prioritized for the Service Priorities. In no event will County be required to use funds other than the Financial Assistance to fund the Services in this Exhibit B. Likewise, this Agreement does not create an obligation for County to create residential infrastructure.

County shall provide the Services described in this Exhibit B with the Financial Assistance Award provided by this Agreement, in accordance with the approved Local Plan and corresponding Budget. In providing the Services described in this Exhibit B, County shall follow the Service Priorities identified in Section 2. of this Exhibit B. To the extent that the Service Priorities set forth in Section 2.a. are adequately funded with the Financial Assistance, then, to the extent that Financial Assistance remains available, County shall provide the lower tiered Service Priorities in Section 2. County's compliance with this Exhibit B will be solely determined based on whether: (i) County has an approved Local Plan and Budget; (ii) is in Substantial Compliance with the required metrics for each Core Service Area in consideration of the approved Local Plan and Budget; and (iii) is in Substantial Compliance with the required services section for each Core Service Area in consideration of the approved Local Plan and Budget.

1. **Goals.** The parties agree that the goals of this Agreement are to:
 - a. Provide a coordinated crisis system to all Individuals within the geographic service area of the County(ies).
 - b. Provide individualized services to ensure that people are served in the least restrictive most integrated setting possible allowing Individuals across the lifespan to live as independently as possible.
 - c. Coordinate access to stable housing to prevent Individuals with Behavioral Health Disorders and their families from being unhoused.
 - d. Services address the unique needs of Individuals without regard to race, ethnicity, gender, gender identity, gender presentation, sexual orientation, religion, creed, national origin, age, intellectual and/or developmental disability, IQ score, or physical disability.
 - e. Reduce risk of unnecessary emergency department utilization, criminal/legal involvement, and acute psychiatric hospitalizations by providing upstream services.
 - f. Provide a trained, competent and compassionate system for Individuals at risk of involuntary civil or forensic commitment that focuses on diversion these services, when appropriate.
 - g. Engage, and when appropriate, lead in community efforts that decrease deaths by suicide.
 - h. Engage, and when appropriate, lead in community efforts that decrease overdose and overdose deaths.

- i. Engage, and when appropriate, lead in community efforts that decrease unnecessary criminal/legal involvement for Individuals with Behavioral Health Disorders.

2. **Service Priorities. The Individuals described under each subsection below are listed in no particular order. County shall be in Substantial Compliance with the required metrics and required services under each Core Service Area in consideration of the approved Local Plan and Budget.**

- a. County shall give first priority in providing Services to each of the following, based on community need:
 - (1) **Aid & Assist – Individuals who the court:**
 - (a) Has reason to doubt are fit to proceed by reason of incapacity (as defined in [ORS 161.360](#)) under [ORS 161.365](#);
 - (b) Has determined lack the fitness to proceed under [ORS 161.370](#) but has not yet determined what action to take under [ORS 161.370\(2\)\(c\)](#);
 - (c) Has found to lack fitness to proceed under [ORS 161.370](#) and are committed to the custody of the superintendent of the Oregon State Hospital (OSH); or
 - (d) Has determined lack of fitness to proceed under [ORS 161.370](#) and are ordered to engage in community restoration services.
 - (e) Has determined to have no substantial probability of gaining or regaining fitness under [ORS 161.367](#) and who are being discharged to the community.
 - (2) **Psychiatric Security Review Board (PSRB – Individuals who:**
 - (a) Are found guilty except for insanity of a criminal offense under [ORS 161.327](#) or responsible except for insanity under [ORS 419C.529](#); or
 - (b) Are committed as extremely dangerous persons with qualifying mental disorders under [ORS 426.701](#), or recommitted under [ORS 426.702](#).
 - (3) **Civil Commitment - Individuals who:**
 - (a) Are currently committed to OHA for treatment under [ORS 426.130](#) or recommitted to OHA under [ORS 426.307](#);
 - (b) Are diverted through the civil commitment process to voluntary treatment, conditional release, outpatient commitment, and assisted outpatient treatment (AOT) as described in [ORS 426.125](#) through [ORS 426.133](#), or [ORS 426.237](#); or
 - (c) Require emergency hold, custody, or secure transport services under [ORS 426.228](#), [ORS 426.231](#), [ORS 426.232](#) and [ORS 426.233](#), or are being held on a warrant of detention pending a civil commitment hearing under [ORS 426.070](#).
- b. **Depending on the availability of funds, County shall give second priority in providing Services to Individuals who are 18 years or older, and have a mental illness(es), including co-occurring mental health and Substance Use Disorders, and who as a result of their symptoms from their mental illness:**
 - (1) Have had law enforcement contact that could have resulted in an arrest, citation, booking, criminal charge, or transport to jail, but have instead been referred to County for Services;
 - (2) Are in jail and are in need of mental health treatment; or
 - (3) In the previous six months, have been twice detained on an emergency hold under [ORS 426.232](#) or on a warrant of detention under [ORS 426.070](#) but have not yet, as a result, been civilly committed.

- c. **Depending on the availability of funds, County shall give third priority in providing Services to all other Individuals, who do not otherwise qualify under Subsection 2.a and 2.b of Exhibit B, who:**
 - (1) Are at immediate risk of hospitalization for the treatment of Mental or Emotional Disturbances, or are in need of Services to avoid hospitalization or posing a health or safety risk to themselves or others;
 - (2) Are under 18 years of age who, in accordance with the assessment of professionals in the field of mental health, are at immediate risk of removal from their homes for treatment of Mental or Emotional Disturbances or exhibit behavior indicating high risk of developing disturbances of a severe or persistent nature;
 - (3) Because of the nature of their mental illness, their geographic location or their family income, are least capable of obtaining assistance from the private sector; or
 - (4) In accordance with the assessment of professionals in the field of mental health, are experiencing Mental or Emotional Disturbances but will not require hospitalization in the foreseeable future.
- d. **Depending on the availability of funds, County shall give fourth priority in providing Services to all other Individuals who do not otherwise qualify under Subsections 2.a through 2.c of Exhibit B, and who have or are at risk of developing a Mental or Emotional Disturbance or Substance Use Disorder.**

3. **Core Service Areas**

a. **System Management and Coordination**

- (1) **Planning and Service Delivery**
 - (a) **Description:** County is responsible for developing a comprehensive Local Plan that describes how County will deliver mental health Services for Individuals that are responsive to the needs of Individuals in their community, as described in [ORS 430.630\(9\)](#).
 - (b) **Population:** County shall provide a delivery system for Services responsive to Individuals with Behavioral Health needs in their geographic service area, which specifically addresses the needs of Individuals described in Section 2.a of Exhibit B.
 - (c) **Required Services:** County shall:
 - i. Establish and maintain a structure for meaningful system design and oversight of Services funded with the Financial Assistance;
 - ii. Submit a comprehensive Local Plan, consistent with [ORS 430.630\(9\)](#) and this Agreement;
 - iii. Implement the delivery of Services as described in the County's Local Plan approved by OHA;
 - iv. Monitor the delivery of Services described in the County's Local Plan approved by OHA;
 - v. Evaluate delivery of Services described in the County's Local Plan approved by OHA;
 - vi. Ensure adequate administrative support for:
 - A. Activities related to contract negotiation, administration, and monitoring as needed to meet the Service needs of Individuals receiving Services under this Agreement;
 - B. Data collection, performance measurement, and reporting;

- C. Activities to support the County's mental health advisory committee required in [ORS 430.630\(7\)](#); and
- D. Activities to support collaboration in new developments for residential treatment, foster homes, crisis stabilization centers supported housing, and independent living resources.

vii. Provide complex case consultation, care coordination, and transition coordination as appropriate to the needs, preferences, and choices of each Individual including, but not limited to:

- A. Coordination of Services not funded by Medicaid;
- B. Providing assistance to interested Individuals in applying for public assistance, medical assistance, and any other state or federal benefits that they may be eligible for;
- C. Collaborate with OSH, OHA, or ODHS to verify that entitlement enrollments (e.g. Medicaid, Medicare, SSI/SSDI) are in place and anticipated to be active upon discharge from a community hospital, residential treatment program, or OSH.
- D. Facilitate access to quality, individualized community-based Services so that Individuals are served in the most integrated, least restrictive setting possible.

(d) **Other Allowable Services (Subject to Availability of Funds):** County may provide:

- i. Public education and information related to Behavioral Health.
- ii. Guidance and assistance to other human Service agencies for joint development of prevention programs and activities to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence.
- iii. In the event of a disaster declaration, disaster response, crisis counseling Services to include responding to local disaster events by:
 - A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other "first-responders"; disaster relief shelters; and the community-at-large.
 - B. Coordinating crisis counseling Services with County Emergency Operations Manager (CEOM); and providing crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the County and CEOM.
 - C. Assisting other counties in the provision of these Services as part of a mutual aid agreement.

(e) **Required Metrics:** County shall be in Substantial Compliance with all reporting deadlines associated with the Local Plan and as otherwise noted in this Agreement.

(2) **Protective Services:**

(a) **Description:** Protective services are the necessary actions taken by the County to prevent abuse or exploitation of an adult, to prevent self-destructive acts, and to safeguard the adult's person, property and funds, including petitioning for a protective order as defined in [ORS 125.005](#).

(b) **Population:**

- i. Adults with severe and persistent mental illness who receive mental health treatment from a community program as defined in [ORS 430.735](#). Services may be provided posthumously in the event a person who would otherwise be eligible if living was reported to have died in a manner other than natural or accidental means.
- ii. Severe and Persistent Mental Illness has the meaning set forth in [OAR 419-110-0010](#)
- iii. The prioritization categories, described in Section 2 of [Exhibit B](#), do not apply to Protective Services.

(c) **Required Services:** County shall provide protective services as described in [OAR Chapter 419 Division 110](#), and ensure they are completed in the least intrusive manner feasible and support the greatest level of independence.

b. **Crisis Services**

- (1) **Description:** Crisis services are designed to prevent or ameliorate a Behavioral Health crisis or reduce acute symptoms of a mental illness or a Substance Use Disorder.
- (2) **Population:** Individuals experiencing a Behavioral Health crisis as defined by [OAR 309-023-0110](#). The prioritization categories, described in Section 2 of [Exhibit B](#), do not apply to crisis services.
- (3) **Required Services:** County shall provide or ensure provision of mobile crisis intervention services (MCIS) and mobile response and stabilization services (MRSS) delivered in accordance with [OAR Chapter 309 Division 72](#) as may be revised from time to time.
- (4) **Other Allowable Services (Subject to Availability of Funds):** To the extent that MCIS and MRSS Services are in Substantial Compliance with [OAR Chapter 309 Division 72](#), as may be revised from time to time, funds may also be allocated to support the following Services provided at a certified location:
 - (a) Crisis stabilization centers operated in accordance with [OAR Chapter 309 Division 73](#) as may be revised from time to time.
 - (b) Walk-in Crisis Services: Outpatient clinics that operate for walk-in visits with no appointment needed for immediate mental health and substance use support during day hours. Services may include, but are not limited to:
 - i. Screening;
 - ii. Assessment;
 - iii. Brief intervention;
 - iv. Prescribing capabilities; and
 - v. Referrals and linkages to longer term Services.
 - (c) Crisis line services provided in accordance with [OAR 309-019-0300](#), as may be revised from time to time.
- (5) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:
 - (a) MCIS and MRSS responses are conducted within the timelines required in [OAR Chapter 309 Division 72](#).
 - (b) Individuals receiving an MCIS response are contacted (or contact attempts are made and documented) for follow-up within 72 hours of the MCIS response.
 - (c) Adults receiving MCIS receive the Services necessary to remain in the community following the initial MCIS response.

- (d) Youth receiving MRSS receive the Services necessary to remain in the community following the initial MRSS response.
- (e) Youth are screened for stabilization services following the initial MCIS response.
- (f) Youth and families that consent to stabilization services are enrolled in stabilization services.
- (g) Youth enrolled in stabilization services are referred to the recommended ongoing Services prior to discharge from stabilization services.

c. **Forensic & Involuntary Services**

(1) **Aid and Assist and Competency Restoration Services:**

- (a) **Description:** Competency restoration services are provided to assist Individuals in gaining or regaining their competency in the most integrated, least restrictive setting possible. Competency restoration services, for Individuals found unable to aid and assist in their own defense, are provided either in the community or at OSH. Services include, but are not limited to, community transition planning, treatment designed to restore competency, placement in appropriate community-based care, monitoring and coordination of Services, coordination with providers and the court, and periodic assessment of the Individual's fitness to proceed.
- (b) **Population:** Individuals who are described in Subsection 2.a(1) of Exhibit B.
- (c) **Required Services:** County shall:
 - i. Ensure that community consultations are conducted as required in [OAR 309-088-0125](#);
 - ii. Provide community restoration services as defined in [OAR 309-088-0115](#) including, but not limited to:
 - A. Competency restoration services as defined in [OAR 309-088-0115](#);
 - B. Forensic care coordination as defined in [OAR 309-088-0115](#); and
 - C. Supportive services as defined in [OAR 309-088-0115](#) necessary to support community integration.
 - iii. Provide competency restoration services during commitment at OSH including, but not limited to:
 - A. Community transition planning defined in [OAR 309-088-0115](#);
 - B. Forensic care coordination defined in [OAR 309-088-0115](#); and
 - C. If applicable, the plan of resolution described in Exhibit D.
 - iv. Ensure compliance with [OAR 309-088-0130](#) including, but not limited to:
 - A. Developing within 30 calendar days of admission and updating at least once every 30 calendar days a community transition plan for the Individual in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths;
 - B. Have both a primary community transition plan and at least one backup community transition plan;

- C. In developing the community transition plan, County shall be primarily guided by the State Hospital's treating clinical team's recommendations. County may provide information to the State Hospital's treating clinical team to inform their recommendations.
- D. The community transition plan must provide information about the availability of the State Hospital treating clinical team's clinical recommendations in the community, including any reasonable and clinically appropriate alternatives if the State Hospital treating clinical team's clinical recommendations are not present or available in the community.
- E. Completion or coordination of any referrals, screenings, or other work to implement the community transition plan: and
- F. Monitoring the status of any referrals, screenings, or other work to implement the community transition plan.
- G. At least every 30 calendar days, County staff are required to:
 - I. Meet with the hospital to facilitate an effective transition back to the community. These meetings are required to create, update, or implement a community transition plan that aligns with the Individual's specific treatment needs outside of a hospital level of care setting. These meetings must include, but are not limited to:
 - (A) Attending Treatment Team meetings; or
 - (B) Speaking with the assigned qualified mental health professional (QMHP).
 - II. Meet with the Individual (in-person or by phone call or video conference) to discuss transition planning and treatment available in the community. These meetings also help with creating, reviewing, updating or implementing a community transition plan.
 - III. Determine whether community restoration services have become present and available. Consulting with Providers, agencies, CCOs, exceptional needs care coordinators (ENCCs), and Tribes (if applicable) helps to inform the 30-day review.
- v. After OSH issues notice that an Individual is ready to place (RTP) under [ORS 161.371\(3\)\(a\) or \(4\)\(a\)](#), and the court orders a community consultation, County shall:
 - A. Attempt to consult with the Individual and with any local entity that would be responsible for providing community restoration services, if the Individual were to be released in the community, to determine whether community restoration services are present and available in the community;

- B. Identify appropriate Providers that are able to meet the Individual's Behavioral Health needs and willing to provide that care, treatment, and Services to the Individual;
- C. Identify Providers and planning for a community restoration placement, primarily guided by the level of Services, supervision or type of placement identified by OSH in its RTP notice, and advise whether those resources are present and available in the community;
- D. Coordinate access to Services provided in the least restrictive and most integrated setting appropriate to meet the Individual's Behavioral Health needs;
- E. Facilitate timely discharge from OSH and diversion from placement at a secure residential treatment facility (SRTF) when consistent with the level of Services, supervision or type of placement identified by OSH in its RTP notice, whenever possible;
- F. Obtain any necessary approvals from the Provider to allow admission, if it is a residential placement;
- G. Continue to send referrals to Providers until the Individual is accepted and can be immediately placed unless otherwise ordered by the court, if and when the court orders community restoration for the Individual;
- H. Complete the standardized consultation report template available at <https://www.oregon.gov/oha/osh/legal/pages/information-mental-health-providers.aspx>; and
- I. Within five judicial days, provide a copy of the consultation to OHA at aidand.assistadmin@odhsoha.oregon.gov, the court and OSH if applicable at cmhp.consults@odhsoha.oregon.gov.
- J. If the court does not discharge the Individual from OSH due to a lack of an available and appropriate Provider, continue to send referrals and update the community transition plan until the Individual is discharged from OSH, collaborating with the extended care management unit (ECMU) unless otherwise ordered by the court.

vi. County shall provide Services to youth under juvenile fitness to proceed who the court:

- A. Has determined lack of fitness to proceed as defined in [ORS 419C.378](#) and court has ordered into an OHA designated facility for restoration services.
- B. Services include case management and placement in appropriate community-based care.

- vii. As directed by OHA, County shall attend and participate in weekly ECMU care coordination meetings and collaborate with ECMU staff to:
 - A. Facilitate timely Client transition across the residential system from OSH to supported housing.
 - B. Facilitate effective utilization of Services and facility-based care in the community.
 - C. Collaborate with care coordination teams and other state agencies as necessary to secure placements that meet individual Client needs.
 - D. Begin discharge planning to more integrated settings as soon as an Individual is admitted to OSH, SRTF, RTF settings.
 - E. Make referrals to the most integrated settings appropriate for the Individual's assessed needs and level of care.
 - F. Assist in identification of financial alternatives for Individuals who are over resourced for Medicaid.
- viii. Participate in OSH interdisciplinary meetings for each Individual within the County's Service area to update the discharge plan and to coordinate appropriate community-based Services.
- ix. For Individuals receiving community restoration services, County shall coordinate the Individual's Behavioral Health and medical treatment in the community:
 - A. Attempt to conduct an individualized assessment of the Individual and develop a treatment Service plan in coordination with the Individual's Provider and consistent with any court-ordered conditions; If the Individual does not participate in the initial assessment, continued efforts should be made to engage with the Individual to complete the assessment and develop a treatment Service plan;
 - B. Monitor the care, custody, and treatment of the Individual while on community restoration;
 - C. Monitor the Individual's progress in their treatment Service plan, and identify when the Individual may receive Services in a lower level of care and report that to the court;
 - D. Ensure treatment Service planning continues throughout the Individual's receipt of Services with the goal of the Individual receiving Services in the lowest level of care that will maintain their mental and physical health long term;
 - E. Provide care coordination to facilitate ongoing communication and collaboration to meet the Individual's needs, such as:
 - I. Facilitating communication between natural supports, community resources, Providers, agencies (if eligible for APD or I/DD Services) and CCOs (if an enrolled member);

- II. Organizing, facilitating and participating in client staffing meetings;
- III. Providing for continuity of care by creating linkages to and managing transitions between levels of care;
- IV. Coordinating or providing transportation to and from the forensic evaluations and court appearances in this case; and
- V. Communication of court ordered requirements, limitations, and court dates to the defendant.

F. Provide coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and OSH while the Individual is residing in the community and in the process of being returned to fitness. Services include, but are not limited to:

- I. Coordination of the periodic assessments of the Individual's fitness to proceed as required in OAR Chapter 309 Division 88;
- 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.

G. Provide status reports as required in OAR Chapter 309 Division 88 to the appropriate court on the Individual's:

- I. Compliance or non-compliance with their conditional release requirements; and
- II. Progress in gaining or regaining fitness to proceed;

H. Notify the court if the Individual gains or regains fitness to proceed, and develop a transitional treatment Service plan for that Individual;

I. Provide interim quarterly reports for the purpose of communicating current status of Individuals to OHA and the court of jurisdiction;

J. Provide community restoration Services, which are necessary to safely allow the Individual to gain or regain fitness to proceed in the community; and

K. Coordinate transition from forensic services for Individuals discharging from community restoration.

x. When appropriate, County shall attempt to enter into a Memoranda of Understanding (MOU) between law enforcement agencies, jails, circuit and municipal courts, local mental health providers, and other parties

involved in the referral and treatment of Individuals receiving aid & assist Services, that outline:

- A. Roles of each entity;
- B. Sequence and protocols of forensic diversion model including referral process;
- C. Data sharing agreements;
- D. Communication and reporting;
- E. Confidentiality agreements; and
- F. Individual rights while receiving diversion Services.

(d) **Other Allowable Services (Subject to Availability of Funds):** County may coordinate the transition from forensic services for Individuals described in Subsection 2.b of Exhibit B.

(e) **Required Metrics.** County shall be in Substantial Compliance with the following requirements:

- i. Individuals under aid & assist orders or transitioning from OSH or jails are referred to community navigator services.
- ii. Individuals under aid & assist commitment orders on the OSH waitlist are screened for forensic diversion services.
- iii. Individuals under aid & assist orders at OSH who have been found ready to place will have a completed community transition plan by the time the community consult is sent to the court.
- iv. All reports associated with aid & assist populations are completed and returned to OHA as required in OAR Chapter 309 Division 88.

(2) **Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Psychiatric Security Review Board (PSRB)**

(a) **Description:** Monitoring, security, and supervision Services delivered in accordance with OAR 309-019-0160.

(b) **Population:** Individuals who are described in Subsection 2.a(2) of Exhibit B.

(c) **Required Services:** County shall:

- i. Complete requests for evaluation order as required by OAR 309-019-0160;
- ii. Provide supervision and urinalysis drug screen consistent with the requirements of the PSRB Conditional Release Order;
- iii. Coordinate with OSH and OHA (e.g. Civil, ECMU, aid & assist), a hospital, or facility designated by OHA on transition activities related to conditional release of an Individual to the community;
- iv. Provide intensive case management for identified programs at approved budgeted rates;
- v. Complete administrative activities related to the monitoring services described above, including but not limited to:
 - A. Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for conditional release, through monthly progress notes to the PSRB;
 - B. Providing interim reports for the purpose of communicating the current status of an Individual to the PSRB;

- C. Submitting requests for modifications of conditional release orders to the PSRB;
- D. Implementing board-approved modifications of conditional release orders;
- E. Implementing revocations of conditional release due to violation(s) of conditional release orders and facilitating readmission to OSH or facility designated by OHA;
- F. Contacting the Individual when County is notified by the law enforcement data system that the Individual under the jurisdiction of PSRB has had an encounter with a law enforcement agency; and
- G. Completion of the annual comprehensive review of supervision and treatment services to determine if significant modifications to the conditional release order should be requested from the PSRB.
- H. Utilize an OHA approved risk assessment tool for the purposes of providing structured risk feedback to the PSRB, inclusion in the annual comprehensive review, and in determining security payment rates; and
- I. Report to OHA in writing to the GEI Coordinator at oha.gei.coordinator@odhsoha.oregon.gov the next business day, when there is concern that the County cannot provide the appropriate care and supervision that is needed for an Individual as stated in the conditional release plan. This concern and the communication with OHA must be documented in the Individual's Service record.

- vi. Providing expert witness testimony to the PSRB from both the case monitor and a licensed medical professional who can speak to the Individual's current treatment regimen, including psychotropic medications;
- vii. Completion of evaluation reports and the summary of conditions of release plan, if the Individual is accepted to a placement, as required by OAR 309-019-0160;
- viii. Completion of monthly reports as required by OAR 309-019-0160;
- ix. Completion of annual comprehensive reviews as required by OAR 309-019-0160; and
- x. Coordinating transition from forensic services for Individuals ending jurisdiction under the PSRB within six months of termination.

(d) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- i. Conditional release evaluations for GEIs are completed and submitted within 30 calendar days of receiving the orders.
- ii. PSRB monthly reports are submitted to PSRB as required by OAR 309-019-0160;

- iii. Comprehensive annual reviews are submitted to OHA as required by OAR 309-019-0160;
- iv. Treatment plans are reviewed and updated within 364 calendar days of the previous plan.
- v. OHA approved risk assessments are updated within 180 calendar days of the previous assessment.

(3) Civil Commitment Services

- (a) Description:** Civil commitment services include pre-commitment services, placement and post-commitment activities, and outreach and stabilization activities.
- (b) Population:** Individuals who are described in Subsection 2.a(3) of Exhibit B.
- (c) Required Services:** County shall:
 - i. **Provide pre-commitment services including:**
 - A. Providing notice as required under ORS 426.070, ORS 426.233, ORS 426.234, and ORS 426.235;
 - B. Notifying and directing approved persons or peace officers to take custody and transport Individuals when appropriate;
 - C. Completing reporting and filing requirements relevant to authorized involuntary Services pursuant to ORS Chapter 426 such as custody, admission to nonhospital facilities, and Notices of Mental Illness;
 - D. Receiving Notices of Mental Illness submitted from the community under ORS 426.070 and from the circuit courts under ORS 426.070 and ORS 426.234;
 - E. Overseeing the placement and transfer of Individuals during the pre-hearing period of detention, including providing or arranging for transportation;
 - F. Having a certified mental health investigator initiate and conduct a prehearing investigation, within applicable statutory timeframes, pursuant to ORS 426.070, ORS 426.074, ORS 426.180, ORS 426.200 and OAR 309-033-0920 through OAR 309-033-0940;
 - G. Providing notices required in ORS Chapter 426 and OAR Chapter 309 Division 33 for Individuals eligible for diversion from civil commitment.
 - H. Monitor the Individual's cooperation with the provider's treatment plan throughout and move for a hearing, as appropriate, if the Individual disengages or requests to discharge.
 - I. Writing and submitting an investigation report as required under ORS 426.070, including a recommendation to the court to pursue or not pursue a civil commitment hearing, or to pursue a hearing for AOT;

- J. Developing a person-centered treatment plan that is in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths, and addresses risk and protective factors;
- K. Monitoring the person's progress in completing the treatment plan and provide regular and as-requested updates to the court, including making requests for the appointment of a guardian ad litem when indicated; and
- L. Provide linkage to Services that enhance Individuals' life skills abilities including money management, nutrition, hygiene and personal care, shopping, social skills, and cooking.

- ii. Provide placement and post-commitment Services including:
 - A. In providing recommendations, County shall ensure Individuals:
 - I. Are recommended for Services in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs;
 - II. Are certified for diversion or recommended for AOT whenever appropriate and feasible;
 - III. Are diverted from placement in OSH, community hospitals or SRTFs whenever possible; and
 - IV. Are considered for alternatives to inpatient placement such as voluntary treatment, conditional release, outpatient commitment, and, if already in an inpatient setting, trial visit;
 - B. Ensure that transition planning begins with intake and that the Individual is considered for initial outpatient commitment placement whenever appropriate;
 - C. Ensure the placement of Individuals with an appropriate provider in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices and strengths;
 - D. Issue a written placement order immediately upon the civil commitment of the Individual and as required by [OAR 309-033-0290](#) thereafter. Submit completed placement orders to OHA as required by [OAR 309-033-0290](#);
 - E. Monitor the Individual's progress in their placement, and identify when the Individual may benefit from a more integrated, less restrictive level of care, up to and including independent living, attributable to symptom improvement; discharging from a facility and accessing more integrated community-based resources and treatment; or discharging from civil commitment because the Individual is no longer a person

with mental illness or the Individual's best interest is to transfer to a voluntary status;

- F. Monitor the Individual's progress while placed in an inpatient setting and assess for readiness to step-down on a trial visit or discharge from civil commitment;
- G. Monitor Individual's progress while placed on outpatient commitment and assess for readiness to discharge for civil commitment;
- H. Establish conditions of placement prior to placement on outpatient commitment or trial visit in accordance with [ORS 426.127](#), [ORS 426.273](#), and [ORS 426.278](#);
- I. Support the Individual in adhering to the conditions of placement and completing the court requirements associated with the order for treatment if the Individual is placed in the community. This may include modifying conditions of placement as indicated in accordance with [ORS 426.273\(5\)](#) and [ORS 426.275\(3\)](#);
- J. Provide notice to the court when the Individual is not adhering to the conditions of placement and when a revocation hearing is being requested. Complete revocation processes as indicated in [ORS 426.275](#) and [OAR 309-033-0320](#);
- K. Facilitate communication between and collaborate with the Individual, family, natural supports, community resources, providers, ODHS if eligible for Aging and People with Disabilities (APD) or Intellectual and Developmental Disabilities (I/DD) Services and the courts (when applicable); and
- L. If discharging the Individual from civil commitment prior to the expiration date of the civil commitment order, file a written certificate discharging the Individual early from civil commitment pursuant to [ORS 426.300](#) with the last committing court and the court in the county of residence.

(d) Other Allowable Services (Subject to Availability of Funds). The County may provide outreach and stabilization services, which include:

- i. Establishing practices and procedures to identify Individuals within the Service area who are eligible for outreach and stabilization services in order to prevent or divert from civil commitment Services;
- ii. Providing community-based supportive engagement with Individuals with aim of establishing rapport, identifying chronic needs resulting in multiple custodies, detentions, or holds; and proactively engaging in low barrier Services to reduce crisis episodes, access longer term benefits, and prevent civil commitments.
- iii. Facilitating communication between and collaborate with the Individual, family, natural supports, community resources, providers,

- ODHS if eligible for APD or I/DD services and the courts (when applicable);
- iv. Supporting Individuals access to and assistance in completing a Declaration for Mental Health Treatment (DMHT) including coordinating with providers to have the DMHT made part of the medical record; and
- v. Removing barriers to support the life skills development needed for the Individual to live as independently as possible in the community, including but not limited to providing assistance in navigating communities safely, managing prescriptions and health-related needs, shopping, hobbies and social engagement, housekeeping, laundry, and paying bills.

(e) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- i. Individuals transitioning from OSH are referred to community navigator services.
- ii. Individuals under civil commitment will be provided a blank DMHT and offered the opportunity to complete one within 30 calendar days of being transferred to County's supervision.
- iii. All reports associated with civil populations are completed and returned to OHA as required in [OAR Chapter 309 Division 33](#).

(4) **Forensic Diversion Services**

(a) **Description:** Services designed to address Behavioral Health Disorders contributing to criminal behavioral and reduce unnecessary criminal justice involvement.

(b) **Population:** Notwithstanding Section 2 of Exhibit B, the County shall prioritize providing forensic diversion services to:

- i. Individuals described in Subsections 2.a and 2.b in [Exhibit B](#);
- ii. Individuals on the OSH aid & assist waitlist;
- iii. Individuals the court has ordered to be evaluated under [ORS 161.365](#) or [ORS 161.370](#) and are in jail; and
- iv. Individuals who the court has determined lack trial competency under [ORS 161.370](#) at least twice in the preceding 24 months.

(c) **Required Services:** County shall:

- i. Provide Behavioral Health treatment Services in accordance with [ORS 430.450](#), [ORS 430.490-430.515](#), and [ORS 430.630](#);
- ii. Designate a forensic jail liaison(s) to coordinate with the jail, court and health care delivery system to screen defendants who may be suitable for diversion from jail and OSH. The liaison shall:
 - A. Attempt to complete a Behavioral Health screening and, if the screening indicates further referrals, assessment and treatment are necessary, then attempt to coordinate them;
 - B. Identify jail and OSH diversion resources, including but not limited to:

- I. Community-based placement resources;
- II. Outpatient Behavioral Health services; and
- III. Other basic needs and supports.

- C. Identify those Individuals who a certified forensic evaluator has determined does not need hospital level of care or the CMHP has determined may be appropriate for community placement, and attempt to develop a community transition plan;
- D. Facilitate communication with the court to discuss all potential actions such as: dismissal, commitment, community restoration, referral to OSH for each case;
- E. Coordinate rapid forensic evaluations;
- F. Coordinate with other programs such as aid and assist, civil commitment, PSRB, and crisis services; and
- G. Coordinate with the jail medical staff to ensure continuity of care for Individuals known to County, including ensuring transmission of medication information and other treatment needs.

- iii. Use the [“Sequential Intercept Model”](#) (SIM) to identify and intervene upon “points of interception” or opportunities for interventions to prevent Individuals from entering or penetrating deeper into the criminal legal system. Regardless of the intervention point, forensic diversion treatment Services include:
 - A. Providing voluntary, person-centered case planning;
 - B. Coordinating access to outpatient behavioral health treatment, housing, vocational, educational, and other Services;
 - C. Providing support Services to prevent or curtail relapses and other crises;
 - D. Supporting Individuals in their criminal justice obligations and navigating the court and legal system, which may include liaising with attorneys if applicable; and
 - E. Promoting peer support and the social inclusion of Individuals with or in recovery from Behavioral Health Disorders in the community.
- iv. Facilitate communication between and collaborate with the Individual, family, natural supports, community resources, providers, ODHS if eligible for APD or I/DD services and the courts (when applicable).

(d) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- i. Attempt to contact and complete a Behavioral Health screening for Individuals who are described above in Subsection (4)(b) of this Exhibit B:
 - A. Within 7 business days of the applicable court order; or
 - B. Within 7 business days of the court, CMHP, a party, or OHA identifying the Individual as someone who the court determined lacked trial competency under [ORS 161.370](#) at least

twice in the preceding 24 months; and

ii. Develop a transition plan for Individuals, who a certified forensic evaluator has determined does not need hospital level of care or the CMHP has determined may be appropriate for community placement, within 14 calendar days of that determination. The transition plan must align with the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths, and addresses risk and protective factors.

d. Outpatient & Community-Based Support Services

(1) General Outpatient & Community-Based Support Services

(a) **Description:** A range of Services necessary to ensure that Individuals receive the appropriate level of care in the most integrated setting, based on their needs, to facilitate recovery and enhance overall well-being.

(b) **Population:** Individuals with a Mental or Emotional Disturbance or a Substance Use Disorder, subject to the prioritization described in Section 2. of Exhibit B.

(c) **Required Services:** County shall provide or ensure provision of:

i. **Early Assessment and Support Alliance (EASA).**

A. Provide EASA services, delivered in accordance with the fidelity standards located at <https://easacommunity.org/resource/practice-guidelines/>, for Individuals ages 12 through 30 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 or other EASA Center for Excellence 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. Upon referral to EASA, contact shall be made within two (2) business days of the referral by EASA staff with the referent, the Individual, and the Individual's family in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria. The referent and/or the Individual and their family are provided crisis resources and tailored psychoeducation upon first contact;

C. Ensure that EASA Services are rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact on short- and long-term outcomes; and

D. Provide access to crisis Services for Individuals enrolled in EASA and their family and primary supports.

- ii. **Outpatient Programs:** Ongoing treatment delivered in a community setting including, but not limited to:
 - A. Individual therapy;
 - B. Group therapy;
 - C. Medication management;
 - D. Skills training; and
 - E. Case management.
- iii. **Intensive Outpatient Programs:** Structured programs that provide more frequent and intensive therapy while allowing Individuals to live at home. Typically, these programs involve several hours of treatment per week. Intensive outpatient programs may include, but are not limited to, Services such as assertive community treatment (ACT) delivered in accordance with [OAR 309-019-0225 through 309-019-0255](#).
- iv. **Aftercare and Recovery Support:** Ongoing support Services to help Individuals maintain their recovery and reintegrate into the community including, but not limited to:
 - A. Educational and vocational supports;
 - B. Recovery coaching; and
 - C. Relapse prevention programs.
- v. **Services to Remove Barriers to Community-Based Care:** Financial Assistance made on behalf of an Individual with a Behavioral Health Disorder which may include, but is not limited to:
 - A. Phone or internet bills;
 - B. Transportation;
 - C. Interpreter services;
 - D. Medical services and medications; and
 - E. Costs associated with obtaining or continuing representative payee or guardianship services.

(d) **Other Allowable Services (Subject to Availability of Funds):** County may provide:

- i. **Early Intervention:** Services that identify and address mental health or substance use issues at an early stage, often involving screening and brief interventions.
- ii. **Partial Hospitalization Programs/Day Treatment:** A step between inpatient care and outpatient treatment, providing a higher level of care with daily programming while allowing Individuals to return home in the evenings.
- iii. **Peer Delivered Services:** Community-based Services provided by peer support specialists, peer wellness specialists, family support specialists, and recovery mentors to Individuals or family members with similar lived experience. These Services are intended to support Individuals and families to engage Individuals in ongoing treatment and to live successfully in the community.

- iv. **Care Coordination:** A process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs including facilitating communication between natural supports, community resources, and involved providers and agencies; organizing, facilitating, and participating in client staffing meetings; and providing for continuity of care by creating linkages to and managing transitions between levels of care.
- v. **Case Management:** Services to assist Individuals to connect to and gain access to needed Services outlined in an Individual intervention plan; Substance Use Disorder treatment, health care, housing, employment and training, childcare and other applicable Services.
- vi. **IPS Supported Employment** delivered in accordance with [OAR 309-019-0270 through 309-019-0295](#) or other evidence-based vocational supports.
- vii. **Supported Education** delivered in accordance with SAMHSA's Best Practices available at:
<https://store.samhsa.gov/sites/default/files/d7/priv/small-4654-buildingyourprogram-sed.pdf>.

(e) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- i. Individuals are offered an appointment with a licensed medical provider within seven (7) business days of enrollment in EASA.
- ii. Individuals enrolled in EASA are offered supported employment or supported education services.
- iii. Individuals enrolled in EASA and their families will have access to structured family psychoeducational groups.
- iv. Adults with mental illness enrolled in Services are screened for potential home and community-based services eligibility and are referred when indicated.
- v. New mental illness or Substance Use Disorder diagnoses are followed up by treatment within 14 calendar days of initial diagnosis.
- vi. New mental illness or Substance Use Disorder diagnoses are followed up by two engagement visits or medication treatments within 30 calendar days of initial treatment.
- vii. A letter of acceptance and entry is sent to Individuals deemed eligible for Assertive Community Treatment as required by [OAR 309-019-0248](#).

(2) Gero-Specialist Services:

- (a) **Description:** Specialized geriatric Services.
- (b) **Population:** Older or disabled adults subject to the prioritization described in Section 2. of [Exhibit B](#).
- (c) **Required Services:** County shall:
 - i. Provide direct care Services that are either supervised or delivered by a QMHP as defined in [OAR 309-019-0105](#), including, but not limited to:
 - A. Quarterly interagency staffing;

- B. Follow-up Services after treatment in local or state inpatient psychiatric hospitals; and
- C. Screening and referrals.

- ii. Collaborate and coordinate with APD, ODHS's Aging and Disabilities Resource Connection, ODHS's Adult Protective Services, CCOs, CMHPs, acute care hospitals, OSH, caregivers, community partners, family members, and any other appropriate participants in an Individual's care.
- iii. Provide at least one workforce development training in geriatric Behavioral Health competencies each quarter. Trainings must include a competency confirmation verified by the gero-specialist including, but not limited to a certificate of attendance; and must be provided to a wide cross section of professionals, paraprofessionals, and volunteers using a variety of modalities such as:
 - A. Virtual webinars developed by OHA;
 - B. Team meetings,
 - C. Seminars, conferences, or symposiums;
 - D. Community of practice or learning collaboratives; or
 - E. Other community training forums.
- iv. Provide complex case consultation and system navigation whether planned through a multidisciplinary team that meets regularly, ad hoc or crisis, or having regular office hours with APD/AAA to provide consultation to their case management staff; and
- v. Provide consultation to key teams within the CMHP including, but not limited to, ACT, forensic services, SUD services, and crisis services. Regular complex care consultation meetings should include short didactic learning sessions on key Behavioral Health competencies.

(d) Other Allowable Services (Subject to Availability of Funds): County may provide indirect care Services including, but not limited to:

- i. Consultation;
- ii. Assistance working with multiple systems;
- iii. Case coordination and planning;
- iv. Supporting interagency collaboration; and
- v. Education and training to agencies and caregivers who provide Services that may affect older and disabled adults with mental illness or Substance Use Disorder.

(e) Required Metrics: County shall be in Substantial Compliance with the following requirement: Older or disabled adults receiving Services are screened for potential home and community-based services eligibility and are referred when indicated.

e. Residential & Housing Support Services

(1) Description: Services to ensure that Individuals with Behavioral Health Disorders are served in the most integrated, least restrictive setting possible based on their individualized needs and strengths.

(2) **Population:** Individuals in need of residential Behavioral Health treatment subject to the prioritization described in Section 2. of Exhibit B.

(3) **Required Services:** County shall:

- (a) Ensure that a Service plan is in place for each Individual in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths;
- (b) Identify an appropriate residential services Provider that is able to meet the Individual's Behavioral Health needs and willing to provide that care, treatment, and Services to the Individual;
- (c) Ensure that Services are provided in the least restrictive and most integrated setting appropriate to meet the Individual's Behavioral Health needs;
- (d) Divert the Individual from placement at a state hospital, community hospital, or secure residential treatment facility, whenever possible;
- (e) Obtain any necessary approvals from the Provider to allow admission, if it is a residential or state hospital placement;
- (f) Continue to send referrals to Providers until the Individual is placed at or is no longer in need of residential Services;
- (g) Monitor the Individual's progress in their Service plan while in a residential placement and identify when the Individual may be transferred to a lower level of care; and
- (h) Ensure that discharge planning is conducted throughout the Individual's placement in a hospital or residential placement with the goal of moving the Individual to the lowest level of care that will maintain their mental and physical health.
- (i) Provide care coordination to facilitate the Individual's access to Services in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices and strengths, including:
 - i. Facilitate communication between the Individual, family, natural supports, community resources, Providers, and ODHS (if eligible for APD or I/DD Services);
 - ii. Identify Providers that can provide Behavioral Health Treatment Services consistent with the Individual's treatment Service plan, whether it is provided on an inpatient, residential or outpatient basis;
 - iii. Organize, facilitate and participate in interdisciplinary team meetings with the Individual, Providers, and CCO care coordinators (if the Individual is a CCO member);
 - iv. Facilitate access to community-based rehabilitative Behavioral Health treatment services that are recovery-oriented, culturally responsive, and geographically accessible;
 - v. Facilitate access to peer delivered services; and
 - vi. Collaborate with the ODHS, APD and I/DD divisions to support the Behavioral Health treatment needs of Individuals determined service-eligible for APD or I/DD.

(j) Within the limits of the Part A funds awarded in this Agreement, County shall provide the following housing support services, as clinically indicated, for Individuals who qualify under Subsection 2.a of Exhibit B:

- i. **Rental Assistance:** Financial Assistance made on behalf of an Individual and their family, when applicable, that covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for all or a portion of the monthly rent, or payment to specific vendors for resident utility expenses. 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).
- ii. **Housing Coordination Services:** Staff to support and assist Individuals to locate and secure safe, suitable housing, and provide referrals to other resources.
- iii. **Services to Remove Barriers to Community-Based Care:** Financial Assistance made on behalf of an Individual may include, but is not limited to:
 - A. Room and board payments;
 - B. Utility deposits and fees including past due utility bills;
 - C. Phone or internet bills;
 - D. Moving and storage costs;
 - E. Household goods and supplies;
 - F. Cleaning or pest management Services; and
 - G. Interpreter Services.

(4) **Other Allowable Services (Subject to Availability of Funds):** County may provide:

- (a) **Peer Delivered Services:** Services provided by peer support specialists, peer wellness specialists, family support specialists, and recovery mentors to Individuals or family members with similar lived experience. These Services are intended to support Individuals and families to engage Individuals in ongoing treatment and to live successfully in the community.
- (b) **Respite Services:** Short-term residential services (less than 30 calendar days) for Individuals who require 24-hour observation and support but do not require acute psychiatric hospitalization. Services include access to multidisciplinary treatment including therapeutic supports and may include treatment with medications.
- (c) **Housing support services**, as clinically indicated, for Individuals who meet second, third, or fourth priority criteria outlined in Section 2. above:
 - i. **Rental Assistance:** Financial Assistance made on behalf of an Individual and their family, when applicable, that covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for all or a portion of the monthly rent, or payment to specific vendors for resident utility expenses. 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).

- members (e.g., where a parent is re-assuming custody of one or more children).
- ii. **Housing Coordination Services:** Staff to support and assist Individuals to locate and secure safe, suitable housing, and provide referrals to other resources.
- iii. **Services to Remove Barriers to Community-Based Care:** Financial assistance made on behalf of an Individual may include, but is not limited to:
 - A. Room and board payments;
 - B. Utility deposits and fees including past due utility bills;
 - C. Phone or internet bills;
 - D. Moving and storage costs;
 - E. Household goods and supplies;
 - F. Cleaning or pest management services; and
 - G. Interpreter services.

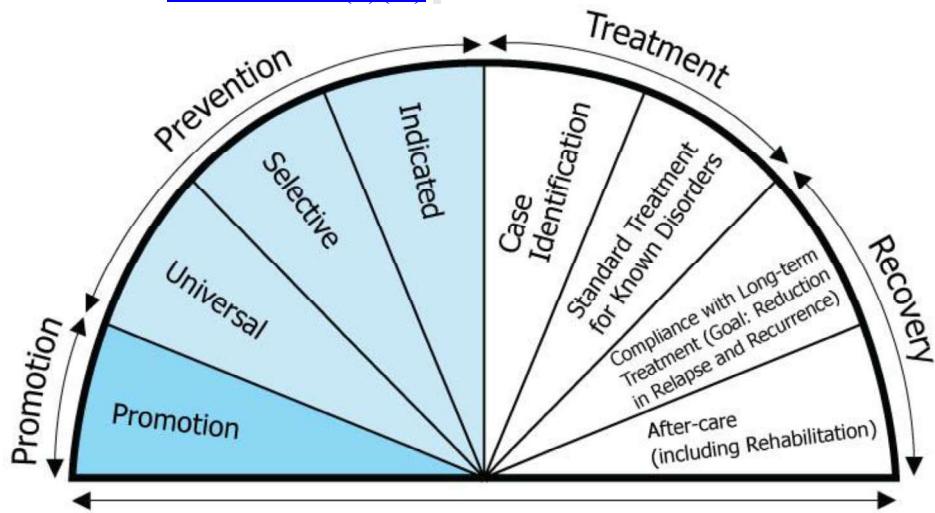
(5) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- (a) Individuals who need residential treatment services are screened for potential home and community-based services eligibility and are referred when indicated.
- (b) Individuals who receive housing support services are screened for potential home and community-based services eligibility and are referred when indicated.
- (c) Individuals receiving residential Behavioral Health treatment are offered Services to assist with their transition to outpatient Services prior to discharge from residential treatment.
- (d) Individuals enrolled in Behavioral Health treatment services establish or maintain housing prior to completion of treatment.

f. **Behavioral Health Promotion & Prevention**

- (1) **Description:** Strategies aimed at improving mental health or preventing mental illness or Substance Use Disorders before they occur.
- (2) **Population:** Individuals with or at risk of developing a Mental or Emotional Disturbance or a Substance Use Disorder, subject to the prioritization described in Section 2 of Exhibit B.
- (3) **Required Services:** Using a framework, such as the Institute of Medicine's Continuum of Care Model (see graphic below) or other Behavioral Health Promotion and Prevention framework or strategy, the County shall:
 - (a) Create and implement an evidence-based continuum of activities, strategies, and supports that align with existing local prevention and promotion strategies;
 - (b) Provide preventive mental health Services for children and adolescents, including primary prevention efforts, early identification and early intervention Services as described in ORS 430.630(3)(L); and
 - (c) Preventive mental health Services for older adults, including primary prevention efforts, early identification and early intervention Services as

described in [ORS 430.630\(3\)\(m\)](#).



(4) Other Allowable Services (Subject to Availability of Funds): County may:

- (a) Develop and implement strategies and/or activities that prioritize the following determinants of Behavioral Health wellness across the life span.
- (b) Develop and implement strategies to maintain healthy communities: Strategies and/or activities may include but are not limited to, community safety promotion, violence reduction, bullying prevention, social connectivity, and resource dissemination activities;
- (c) Individual skill development: Strategies and/or activities may include but are not limited to, skill-building programs in schools, community and senior centers, assisted living facilities, and other community-based settings that emphasize social connection, problem solving and development of self-regulation; and
- (d) Social emotional competence: Strategies and/or activities may include but are not limited to developing or sustaining community infrastructure, parenting/grandparenting education, stress reduction classes, communication skills classes, programs that address social isolation and loneliness, grief and other post distress supports, divorce and other losses, and community-based activities.

(5) Required Metrics: County shall be in Substantial Compliance with the following requirements:

- (a) Individuals receiving Behavioral Health Prevention and Promotion Services report an increased understanding of mental health, substance use prevention, and available resources.
- (b) Individuals receiving Behavioral Health Prevention and Promotion Services report a change in attitude toward mental health, substance use, or coping strategies.
- (c) Individuals receiving Behavioral Health Prevention and Promotion Services report an increased likelihood of engaging in behavior change such as accessing counseling Services or delaying or decreasing use of alcohol and other drugs.

g. Block Grant Funded Services:

(1) Description: Activities and Services to address the complex needs of Individuals, families, and communities impacted by mental illness and Substance Use Disorders

and associated problems paid for, in whole or in part, by Substance Use, Prevention, Treatment, and Recovery Services Block Grant (“**SUPTRS BG**”) or Community Mental Health Services Block Grant (“**MHBG**”) funds awarded in this Agreement.

(2) Definitions: For use in this section:

- (a)** “**Serious Mental Illness**” or “**(SMI)**” means an Individual 18 years of age or older who, within the past year, has had a diagnosable mental, behavioral, or emotional disorder that substantially interferes with their life and ability to function.
- (b)** “**Serious Emotional Disturbance**” or “**(SED)**” means an Individual under the age of 18 who, within the past year, has had a diagnosable mental, behavioral, or emotional disorder that resulted in functional impairment that substantially interferes with or limits the child’s role or functioning in family, school, or community activities.

(3) Population:

- (a)** County shall ensure that MHBG funds awarded through this Agreement are used to support Services for the MHBG Priority Populations:
 - i. Children with Serious Emotional Disturbance;
 - ii. Adults with Serious Mental Illness including Older Adults; and
 - iii. Individuals with SMI or SED in rural areas and who are experiencing homelessness.
- (b)** County shall ensure that SUPTRS BG funds awarded through this Agreement are used to support Services for the SUPTRS BG Priority Populations:
 - i. Pregnant women with dependent children;
 - ii. Persons who inject drugs;
 - iii. Persons in need of recovery support Services for Substance Use Disorder;
 - iv. Individuals with a co-occurring mental illness and Substance Use Disorder;
 - v. Persons experiencing homelessness;
 - vi. Services for persons with SUD who have or are at risk of:
 - A. HIV/AIDS, designated states per CDC only; or
 - B. Tuberculosis; and
 - vii. Services for Individuals in need of substance use primary prevention.

(4) Required Services: County shall:

- (a)** Comply, and as indicated, require all Providers to comply with the Required Federal Terms and Conditions for Services funded in whole or in part by MHBG or SUPTRS BG funds;
- (b)** Allocate and expend no less than the minimum MHBG amount indicated in the Financial Assistance Award for Crisis Services;
- (c)** Allocate and expend no less than the minimum MHBG amount indicated in the Financial Assistance Award for EASA Services; and
- (d)** County shall ensure that MHBG or SUPTRS BG funds be directed toward the following purposes:
 - i. To fund priority treatment and support Services for Individuals without insurance or who cycle in and out of health insurance coverage;
 - ii. To fund those priority treatment and support Services not covered by Medicaid, Medicare or private insurance and that demonstrate success in improving outcomes and/or supporting recovery;

- iii. To fund universal, selective, and targeted prevention activities and Services;
- iv. To collect performance and outcome data to determine the ongoing effectiveness of Behavioral Health prevention, treatment, and recovery support Services and to plan the implementation of new Services on a nationwide basis. Additionally, SAMHSA strongly supports that states provide additional recovery support Services with SUPTRS BG funds beyond the scope of treatment programs currently available in most communities across the nation;
- v. To ensure Oregonians have access to a comprehensive, integrated physical and Behavioral Health Service array statewide that is inclusive and where Individuals can choose providers that best fit their needs and cultural preferences within their community;
- vi. To ensure that Individuals transitioning from a hospital level of care, including OSH, to community-based settings will be fully supported through care coordination, and inclusive Services and support;
- vii. To ensure that older adults who live in rural areas of Oregon receive accessible and affordable Services;
- viii. To ensure that Individuals have access to necessary Services and eliminate disparities in accessing care;
- ix. To foster healthy families and environments through integrated care that promotes equitable health and well-being, for pregnant and post-partum persons;
- x. To provide peer support services for Individuals transitioning between levels of care;
- xi. To promote and provide activities that support physical health, substance use treatment, and mental health Services for young adults 18-25; or
- xii. To increase prevention efforts including overdose, crisis response, and chronic disease prevention.

(5) **Other Allowable Services (Subject to Availability of Funds):** County may:

- (a) Promote participation by Individuals with SMI, SED, or Substance Use Disorders in shared decision making and self-direction of their Services;
- (b) Ensure access to effective culturally and linguistically appropriate Services for underserved populations including Tribes, racial and ethnic minorities, and LGBTQI+ Individuals;
- (c) Promote recovery, resiliency, and community integration for adults with SMI and children with SED and their families;
- (d) Prevent the use, misuse, and abuse of alcohol, tobacco products, illicit drugs, and prescription medications;
- (e) Conduct outreach to encourage Individuals injecting or using illicit and/or licit drugs to seek and receive treatment;
- (f) Provide early intervention Services for HIV at the sites at which Individuals receive Substance Use Disorder treatment Services;
- (g) Coordinate Behavioral Health Prevention, early identification, treatment and recovery support services with other health and social services;
- (h) Increase accountability for prevention, early identification, treatment, and recovery support activities through uniform reporting regarding substance use

and abstinence, criminal justice involvement, education, employment, housing, and recovery support services;

- (i) Ensure access to a comprehensive system of care, including education, employment, housing, case management, rehabilitation, dental services, and health services, as well as Behavioral Health services; and
- (j) Provide continuing education regarding substance abuse prevention and Substance Use Disorder treatment services to any facility or program receiving amounts from the SUPTRS BG for such activities or Services.

(6) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- (a) Reduce the rate at which Individuals with a Mental or Emotional Disturbance or a Substance Use Disorder are admitted to the emergency room.
- (b) SUD treatment Services are made available to Individuals who are pregnant or post-partum and request such Services.
- (c) Ensure Individuals have a culturally responsive healthcare provider.

h. **Invoiced Services**

(1) **Description:** Services eligible for reimbursement through Part C funds identified in Exhibit C.

(2) **Invoiceable Services:** County may invoice OHA for:

- (a) **Mental Health Residential Services:**
 - i. Daily Service rate for mental health residential treatment Services provided to adults age 18 years old or older in a secure residential treatment facility, residential treatment facility, or residential treatment home licensed under OAR Chapter 309 Division 35, who:
 - A. Are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid Services, including those who meet the criteria for Citizen Alien Waived Medical Program; or
 - B. Have been ordered by a court or PSRB to receive Services in a level of care for which the Individual does not meet medical necessity.
 - ii. Daily Service rate for mental health residential treatment Services provided to young adults in transition (YAT) age 17 through 25 years old in a YAT residential treatment home licensed under OAR Chapter 309 Division 35 who:
 - A. Are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid Services, including those who meet the criteria for citizen alien waived medical program; or
 - B. Have been ordered by a court to receive Services in a level of care for which the Individual does not meet medical necessity.

(b) **Room and board for:**

- i. Adults age 18 years old or older with limited or no income residing in a secure residential treatment facility, residential treatment facility, or residential treatment home licensed under OAR Chapter 309 Division 35; and
- ii. YAT age 17 through 25 years old with limited or no income residing in a YAT residential treatment home licensed under OAR Chapter 309 Division 35.

(c) **Personal Incidental Funds for:**

- i. Adults age 18 years old or older with limited or no income residing in a secure residential treatment facility, residential treatment facility, or residential treatment home licensed under [OAR Chapter 309 Division 35](#); and
- ii. YAT age 17 through 25 years old with limited or no income in a YAT residential treatment home licensed under [OAR Chapter 309 Division 35](#).

(d) PSRB Security and Supervision Services

- i. Security services as identified in the PSRB conditional release order, which are not medically necessary Services but are required for the safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs identified in the security services matrix below:

Security Services Matrix (Community)	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- ii. Supervision services are non-medically necessary Services that are necessary for an Individual to maintain compliance with terms set by a court or other supervising authority including, but not limited to:
 - A. Assessment;
 - B. Evaluation (including evaluations ordered beyond typical monitoring required by the PSRB);
 - C. Outpatient treatment; and
 - D. Polygraph if such expenses are needed to maintain compliance with the terms of a conditional release and not covered by some other mechanism.

(3) Invoice Requirements: Invoices must be submitted by email to BHD.Contracts@oha.oregon.gov using the BHD's forms and procedures available at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

4. Reporting Requirements

- a. County shall:
 - (1) Prepare a Local Plan and Budget using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit a draft Local Plan and Budget April 1, 2027 for the 2027-2029 biennium for review and approval by OHA electronically, to BHD.Contracts@oha.oregon.gov no later than June 30, 2027.
 - (2) Prepare quarterly Local Plan implementation and financial expenditure reports using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly Local Plan implementation and financial expenditure report electronically, to BHD.Contracts@oha.oregon.gov no later than 45 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.

- (3) Prepare and submit monthly aid & assist reports using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>, no later than 14 calendar days following the end of each subject month for which Financial Assistance is awarded through this Agreement.
- (4) Prepare a quarterly MCIS report using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly MCIS report electronically, to mobilecrisisinfo@ohsu.edu no later than 30 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.
- (5) Prepare a quarterly MRSS report using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly MRSS report electronically, to stabilizationsvcinfo@ohsu.edu no later than 30 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.
- (6) Prepare quarterly EASA data using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly EASA data electronically, to Oregon Health & Science University using the EASA RedCap Data System at <https://octri.ohsu.edu/redcap/> no later than 15 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this agreement. Instructions for data entry into RedCap are located at <https://www.easacommunity.org/resources-for-professionals.php>.
- (7) Prepare quarterly older adult Behavioral Health data using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit quarterly older adult Behavioral Health data electronically, to Portland State University through Qualtrics at <https://sso.pdx.edu/idp/profile/SAML2/Redirect/SSO?execution=e1s1> no later than 45 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this agreement.

5. **Financial Assistance Calculation, Disbursement, and Confirmation Requirements**

- a. **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:
 - (1) Funds awarded to County or Provider are subject to the following:
 - (2) 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 County or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this Financial Assistance agreement for the same Service, during the

same time period or date of Service for the same Individual, must be returned to OHA unless TPR funding is used to provide additional Service – increasing capacity.

(3) 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 BHD.Contracts@oha.oregon.gov, any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:

- (a) OHA Contract name and number;
- (b) Client name and date of birth;
- (c) Service for which payment was received;
- (d) Date of Service covered by payment;
- (e) Date of TPR payment received by County or Service Provider; and
- (f) Amount of payment.

(4) 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;

(5) At no time will OHA pay above the Medicaid rate.

(6) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” section of this Agreement 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 provide Services.

b. **Part A awards:**

(1) 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 410-172-0860](#) (Medicaid Payment for Behavioral Health), and [OAR 943-120-0310 through 943-120-0320](#) (Provider Rules).

(2) 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.

(3) 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 the state mandated data system and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections or applicable special conditions.

c. **Part B awards:** [Reserved – Not currently in use]

d. **Part C awards:**

(1) Part C awards are calculated and applied as follows:

(a) 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 BHD.Contracts@oha.oregon.gov, with the subject line “Invoice, contract # (your contract number), contractor name.”

(b) 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.

(c) 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. **Confirmation of Performance Requirements:**

(1) OHA uses Confirmation of Performance requirements at the end of each contracting period.

(2) County shall be required to demonstrate through the data properly reported in accordance with the “Reporting Requirements section, 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 fall and subject to the terms and limitations in this Agreement.

**2026-2027 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS**

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>PART ABC</u>	<u>PAAF CD</u>	<u>BASE</u>
<u>CLIENT CODE</u>	<u>SP#</u>				

Exhibit C

Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: A0246		CONTRACT#: 054286 CONTRACTOR: DESCHUTES COUNTY														
INPUT CHECKED BY: _____ DATE CHECKED: _____		PROJ	FUND	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	PAAF BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026																
500	411	BASEAD	TOBACCO MASTER SETTL	TMSA		1/1/2026 - 6/30/2026	0 /NA	\$0.00	\$68,666.66	\$0.00	A	1	Y			
500	421	BASEAD	BEER AND WINE 40%	BW40%		1/1/2026 - 6/30/2026	0 /NA	\$0.00	\$58,044.50	\$0.00	A	1	Y			
500	450	BASEAD	MARIJUANA TAX 40%	MJTX		1/1/2026 - 6/30/2026	0 /NA	\$0.00	\$108,298.77	\$0.00	A	1	Y			
500	520	BASEAD	SUBSTANCE USE PREVEN	SUPTRS		1/1/2026 - 6/30/2026	0 /NA	\$0.00	\$92,505.51	\$0.00	A	1	Y			
500	807	BASEAD	SUD GENERAL FUND	SUDGF		1/1/2026 - 6/30/2026	0 /NA	\$0.00	\$4,240.25	\$0.00	A	1	Y			
		TOTAL FOR SE# 500							\$331,755.69	\$0.00						
		TOTAL FOR 2025-2026							\$331,755.69	\$0.00						
FISCAL YEAR: 2026-2027																
500	411	BASEAD	TOBACCO MASTER SETTL	TMSA		7/1/2026 - 6/30/2027	0 /NA	\$0.00	\$137,333.32	\$0.00	A	1	Y			
500	421	BASEAD	BEER AND WINE 40%	BW40%		7/1/2026 - 6/30/2027	0 /NA	\$0.00	\$116,089.00	\$0.00	A	1	Y			
500	450	BASEAD	MARIJUANA TAX 40%	MJTX		7/1/2026 - 6/30/2027	0 /NA	\$0.00	\$216,597.54	\$0.00	A	1	Y			
500	520	BASEAD	SUBSTANCE USE PREVEN	SUPTRS		7/1/2026 - 6/30/2027	0 /NA	\$0.00	\$185,011.02	\$0.00	A	1	Y			
500	807	BASEAD	SUD GENERAL FUND	SUDGF		7/1/2026 - 6/30/2027	0 /NA	\$0.00	\$8,480.50	\$0.00	A	1	Y			
		TOTAL FOR SE# 500							\$663,511.38	\$0.00						
		TOTAL FOR 2026-2027							\$663,511.38	\$0.00						
		TOTAL FOR A0246 054286							\$995,267.07	\$0.00						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)CONTRACTOR: DESCHUTES COUNTY
DATE: 10/29/2025Contract#: 054286
REF#: 000

REASON FOR FAAA (for information only):

Payments provided through the County Financial Assistance Agreement (CFAA) are for the financing of Community Mental Health Programs, as allocated within OHA's 2025-2027 Legislative Approved Budget (LAB). The CFAA may require modification by written amendment to reflect the actual funding amounts remaining in the 2025-2027 LAB. The CFAA may also require modification by administrative amendment, if used only to change the fund source coding and not the amount of funding. It is OHA's intention to issue future amendments to the CFAA to provide LAB funding for 2027-2029 and 2029-2031 respectively.

MODIFICATION INPUT REVIEW REPORT

MOD#: M1310

CONTRACT#: 054286

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS ABC	PART IV	PAAF CD	CLIENT BASE	CODE	SP#
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FISCAL YEAR: 2025-2026

CMHS	MH BLOCK GRANT												
500	301	BLOCK	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$93,999.49	\$0.00	A	1	Y		
CMHS	MH BLOCK GRANT												
500	307	EASA	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$34,050.14	\$0.00	A	1	Y		
CMHS	MH BLOCK GRANT												
500	309	CRISIS	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$17,025.07	\$0.00	A	1	Y		
BASE	MH TOBACCO TAX												
500	406	MHTBTX	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$341,088.74	\$0.00	A	1	Y		
BASE	988 STATE TAX												
500	407	988TX	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$306,778.26	\$0.00	A	1	Y		
BASE	INVOICE SERVICES												
500	804	INVOIC	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$115,707.50	\$0.00	C	1	Y		1
BASE	MH GENERAL FUND												
500	804	MHGF	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$2,312,775.52	\$0.00	A	1	Y		
BASE	NIMH GENERAL FUND												
500	806	NIMHGF	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$542,999.84	\$0.00	A	1	Y		
BASE	MOBILE RESPONSE AND												
500	815	MRSS	1/1/2026 - 6/30/2026	0	/NA	\$0.00	\$106,551.31	\$0.00	A	1	Y		
TOTAL FOR SE# 500													
\$3,870,975.87													
TOTAL FOR 2025-2026													
\$3,870,975.87													
\$0.00													
\$0.00													

FISCAL YEAR: 2026-2027

CMHS	MH BLOCK GRANT												
500	301	BLOCK	7/1/2026 - 6/30/2027	0	/NA	\$0.00	\$187,998.97	\$0.00	A	1	Y		
CMHS	MH BLOCK GRANT												
500	307	EASA	7/1/2026 - 6/30/2027	0	/NA	\$0.00	\$68,100.27	\$0.00	A	1	Y		
CMHS	MH BLOCK GRANT												
500	309	CRISIS	7/1/2026 - 6/30/2027	0	/NA	\$0.00	\$34,050.13	\$0.00	A	1	Y		
BASE	MH TOBACCO TAX												
500	406	MHTBTX	7/1/2026 - 6/30/2027	0	/NA	\$0.00	\$682,177.48	\$0.00	A	1	Y		
BASE	988 STATE TAX												
500	407	988TX	7/1/2026 - 6/30/2027	0	/NA	\$0.00	\$613,556.51	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M1310

CONTRACT#: 054286

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	PROJ FUND	CODE CPMS	PROVIDER EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	CLIENT BASE	CODE	SP#
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FISCAL YEAR: 2026-2027

500	804	INVOIC	7/1/2026 - 6/30/2027	0 / NA	\$0.00	\$231,415.00	\$0.00	C	1	Y	1
500	804	MHGF	7/1/2026 - 6/30/2027	0 / NA	\$0.00	\$4,625,551.05	\$0.00	A	1	Y	
500	806	NIMHG	7/1/2026 - 6/30/2027	0 / NA	\$0.00	\$1,085,999.69	\$0.00	A	1	Y	
500	815	MRSS	7/1/2026 - 6/30/2027	0 / NA	\$0.00	\$213,102.62	\$0.00	A	1	Y	
TOTAL FOR SE# 500						\$7,741,951.72	\$0.00				
TOTAL FOR 2026-2027						\$7,741,951.72	\$0.00				
TOTAL FOR M1310 054286						\$11,612,927.59	\$0.00				

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)CONTRACTOR: DESCHUTES COUNTY
DATE: 10/29/2025Contract#: 054286
REF#: 001

REASON FOR FAAA (for information only):

Payments provided through the County Financial Assistance Agreement (CFAA) are for the financing of Community Mental Health Programs, as allocated within OHA's 2025-2027 Legislative Approved Budget (LAB). The CFAA may require modification by written amendment to reflect the actual funding amounts remaining in the 2025-2027 LAB. The CFAA may also require modification by administrative amendment, if used only to change the fund source coding and not the amount of funding. It is OHA's intention to issue future amendments to the CFAA to provide LAB funding for 2027-2029 and 2029-2031 respectively.

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.

M1310 1 These funds are for invoice services and supports from 1/1/2026 to 6/30/2027 with Part C.

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 BHD contracts unit 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 modification.
 - (2) **CONTRACT#** is the unique identification number of this 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 E, "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 Services to be delivered 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 BHD'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:** County shall ensure expenditure of MHBG funds only as allowed by [sections 1911-1920 of Title XIX, Part B, Subpart I and III of the Public Health Service Act](#)
 - (b) **307: MHBG EASA Services – Federal Funds:** County shall ensure expenditure of MHBG EASA Services funds only for EASA Services as described in [Exhibit B](#).
 - (c) **309: MHBG Crisis Services – Federal Funds:** County shall ensure expenditure of MHBG Crisis Services funds only for Crisis Services as described in [Exhibit B](#).
 - (d) **401: Mental Health Marijuana Tax – Other Funds:** County shall ensure expenditure of Mental Health Marijuana Tax funds only as allowed by [ORS 475C.726\(d\)\(B\)](#).

- (e) **406: Tobacco Tax New Investments – Other Funds:** County shall ensure expenditure of Tobacco Tax New Investments funds only for Services described in Exhibit B.
- (f) **407: 988 Tax Revenue – Other Funds:** County shall ensure expenditure of 988 Tax Revenue funds only for the expansion and ongoing funding of mobile crisis intervention teams as defined in ORS 430.626.
- (g) **411: Tobacco Master Settlement Account – Other Funds:** County shall ensure expenditure of Tobacco Master Settlement Account funds only for Services described in Exhibit B.
- (h) **421: Beer and Wine Tax (40%) Treatment – Other Funds:** County shall ensure expenditure of Beer and Wine Tax (40%) Treatment funds only as allowed by [ORS 430.380](#).
- (i) **450: Marijuana Tax (40%) – Other Funds:** County shall ensure expenditure of Marijuana Tax (40%) funds only as allowed by [ORS 475C.726\(d\)\(B\)](#).
- (j) **520: Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) – Federal Funds:** County shall ensure expenditure of SUPTRS BG funds only as allowed by [section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service Act](#).
- (k) **804: Mental Health General Fund – General Funds:** County shall ensure expenditure of Mental Health General Fund funds only for Services described in Exhibit B that are provided for Individuals with or at risk of developing a Mental or Emotional Disturbance which may include a co-occurring Substance Use Disorder.
- (l) **806: Mental Health New Investments – General Funds:** County shall ensure expenditure of Mental Health New Investment funds only for Services described in Exhibit B that are provided for Individuals with or at risk of developing a Mental or Emotional Disturbance which may include a co-occurring Substance Use Disorder.
- (m) **807: Alcohol and Drug Treatment – General Funds:** County shall ensure expenditure of Alcohol and Drug Treatment funds only for Services described in Exhibit B provided for Individuals with or at risk of developing a Substance Use Disorder which may include a co-occurring Mental or Emotional Disturbance.
- (n) **815: Mobile Response and Stabilization Services (MRSS) – General Fund:** County shall ensure expenditure of MRSS funds only for MRSS Services as described in Exhibit B.

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 F, “Standard Terms and Conditions,” section 16., “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 County via email to the contact person listed in Exhibit F, “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 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 (10), “Column 10, 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 Financial Assistance Award for delivery of the Services 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, Part ABC:** This column indicates the method by which OHA disburses the Financial Assistance. 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) [Reserved] (The letter 'B' is no longer used.)
- (c) The letter 'C' indicates OHA will disburse the awarded funds in the manner specified in Column 14, "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 Financial Assistance, 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.

(11) **Column 11, 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.

(12) **Column 12, 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.

(13) **Column 13, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific Individual. The coded Individual 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.

(14) **Column 14, 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.

c. **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 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.

2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

EXHIBIT D **SPECIAL TERMS AND CONDITIONS**

- 1. County Expenditures on Services.** In accordance with [ORS 430.345 to ORS 430.380](#) (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2025-2026 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2024. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2026-2027 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2025. 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. Basic Accounting Records.** County shall comply with the basic record keeping standards prescribed in [OAR 309-013-0120 through OAR 309-013-0220](#).
- 3. Local Plan Revisions.**
 - a.** County shall notify OHA if, at any time, it determines that the Financial Assistance is insufficient to adequately fund the Service Priorities identified in Subsection 2.a. and other mandatory Services in Exhibit B, in which case, the parties shall work in good faith to create a mutually agreed upon revised Local Plan and Budget.
 - b.** Once approved, a Local Plan is valid until changes are mutually agreed upon. In no event will County be required to expend funds other than Financial Assistance to fund any such revised Local Plan and Budget for the Services.
 - c.** Upon notification from OHA that OHA has received a court order or written court appointed monitor directive that may require a change to the Local Plan and Budget, and if so, the parties shall work in good faith to prepare and complete an agreed upon revised Local Plan and Budget within 30 calendar days of such notification. Any such OHA approved revised Local Plan and Budget must be initiated within 30 calendar days of OHA’s approval or such date that the parties agree. In no event will County be required to expend funds other than Financial Assistance to fund any such revised Local Plan and Budget for the Services.
- 4. Services for Children, Youth, and Families.** Services funded with the Financial Assistance must be guided by the following policy:
 - a.** Each child and youth is an Individual with unique strengths and needs and must be met with developmentally, culturally and linguistically appropriate and individually responsive services that recognize the as a whole person;
 - b.** Children, youth and their families are the experts on their lives and needs and must be meaningfully included in all decisions about their Individual services and be meaningfully included in policy making and service design;
 - c.** All children and youth, regardless of the type or severity of diagnoses or the disability they experience, must be supported to live, work, play and attend school in integrated community settings and must be supported to safely and successfully remain in their family homes and local schools to the maximum extent possible;
 - d.** The unique strengths and potential of each child, youth, and family must be proactively

- recognized and built upon;
- e. Child, youth, and family-centered supports must be prioritized toward prevention and recovery;
- f. Children and youth must not be restricted to a single-Service setting or delivery system and must be provided with access to all Services for which the children or youth are eligible regardless of their disability type or family situation; and
- g. Children, youth and their families must be supported to access the appropriate comprehensive home and community-based services that prevent crises from happening or from reoccurring and that provide support and stabilization in the event of a crisis.

5. **Trauma Informed Services** also referred to as **Trauma Informed Care (TIC)**. County shall ensure that the Services funded by the Financial Assistance comply with [OAR 309-019-0105\(162\)](#) and OHA's Trauma Informed Care Policy. The Local Plan must include County's TIC plan and will describe how County has incorporated TIC as a core principle in policies, mission statements, and written program and Service information, in accordance with the OHA Trauma Informed Care (TIC) Policy located at <https://www.oregon.gov/oha/HSD/BH-Child-Family/Documents/Trauma-Informed%20Services%20Policy.pdf>. County will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **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.

7. **Corrective Action Plan.** Upon OHA's identification of any deficiencies in 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.

8. **Mandated State Data System Reporting Requirement.** All Individuals receiving Services paid for with the Financial Assistance must be enrolled and that Individual's record maintained in ROADS (Resilience Outcomes Analysis and Data Submission), the mandated state data system, as required in [OAR 309-019-0135\(1\)\(e\)](#).

9. **Plan of Resolution Related to Individuals in OSH or Community Hospitals**

- a. County acknowledges that OHA does not provide direct Services to the following Individuals, except for some services at Oregon State Hospital, and that OHA provides the Financial Assistance for County to provide placement-related Services to:
 - (1) Individuals who the court:
 - (a) Are found to lack fitness to proceed under [ORS 161.370](#) and are

- committed to the custody of the superintendent of OSH;
- (b) Has determined lack the fitness to proceed under [ORS 161.370](#) and are ordered to engage in community restoration Services; or
- (c) Has determined have no substantial probability of gaining or regaining fitness under [ORS 161.367](#) and who are being discharged to the community.

(2) Individuals who are currently committed to OHA for treatment under [ORS 426.130](#) or recommitted to OHA under [ORS 426.307](#).

b. If County determines that, for Individuals described in this Subsection 9.a.(1) and 9.a.(2) of [Exhibit D](#), it cannot reasonably meet the requirements related to the identification and placement of an Individual with a Provider outside of the state or community hospital within 30 calendar days from when the state or community hospital notifies County that the Individual no longer requires state hospital level of care, then County shall follow the resolution process described in Subsections 9.d and 9.e of this [Exhibit D](#).

c. If County makes the determination described in Subsections 9.b of [Exhibit D](#), County shall:

- (1) Develop a Plan of Resolution that provides the following information to OHA:
 - (a) Identify the barrier(s) to providing the Service to the Individual including, but not limited to: insufficient funds, lack of Providers, Individual-specific barrier(s), or coordination issues with Providers, governmental bodies or contractors, or any other interested parties;
 - i. If the barrier is insufficient funding, provide OHA with specific information about the amount of funds that County has left under this Agreement to provide Services to Individuals described in Subsection 2.a of [Exhibit B](#) for the remaining term of the Agreement;
 - ii. If the barrier is lack of Providers, identify the specific gaps in Provider capacity (e.g., level of care and geographic area);
 - iii. If the barrier is an Individual-specific barrier(s), provide information whether this is an exceptional case or likely to reoccur with other Individuals; or
 - iv. If the barrier is in coordination, identify the issue and the entities or persons involved.
 - (b) Provide information on how County has already attempted to address the identified barrier(s), such as:
 - i. Requested proposals for contracts from new Providers;
 - ii. Used existing funds to develop and fund new Providers;
 - iii. Contacted OHA to discuss complex case management and the use of funds or need for additional funds for new Providers or Individual-specific Services; or
 - iv. Coordinated with other entities or persons involved in providing or funding the Services to the Individuals described in Subsection 2.a of [Exhibit B](#).
 - (c) Provide a plan on how to resolve the identified barrier(s); and
 - (d) Identify how OHA can assist County in resolving the barrier(s).
- (2) Timely submit the Plan of Resolution to OHA, but no later than 10 business days from the date that County determines it cannot provide the Services to the Individual due to insufficient funds, lack of Providers, Individual-specific barrier(s), or coordination issues;

- (3) If OHA does not approve County's Plan of Resolution, meet with OHA within 10 business days of receipt of the non-approval in order to discuss it, unless the timeframe is extended by the mutual written agreement of County and OHA;
- (4) After the meeting, submit a first Revised Plan of Resolution to OHA within 10 business days; and
- (5) Implement the OHA-approved Plan of Resolution or OHA-approved Revised Plan of Resolution within the reasonable deadline set by OHA in its approval notice or by the mutually agreed upon deadline set by the County and OHA, whichever is longer.

d. If County's Plan of Resolution and first Revised Plan of Resolution are not approved by OHA, County shall elevate the issue to senior management or appropriate designee.

- (1) County's senior management or their designee shall meet with OHA's senior management or designee to discuss the first Revised Plan of Resolution and the ways OHA can support County in resolving the issue within 10 business days from the date of OHA's notice of non-approval of the first Revised Plan of Resolution.
- (2) County shall continue to submit Revised Plans of Resolution to OHA for review until it is approved by OHA. If County and OHA agree that further revisions will not resolve the barriers or allow County to provide the Services to the Individual, no further revisions of the Plan of Resolution will be required.
- (3) If a revised Plan of Resolution is approved by OHA, County shall implement it within the reasonable deadline set by OHA in its approval notice or by the mutually agreed upon deadline set by County and OHA, whichever is longer.

e. OHA agrees to provide the following support to County for Services provided to Individuals described in Subsections 9.a of Exhibit D:

- (1) Provide complex case management support to assist County in locating placements or Services for Individuals with placement barriers (e.g., sex offender history, special medical needs, and dual diagnosis).
- (2) Assist County in resolving coordination issues with Coordinated Care Organizations, ODHS, and any other entities involved in providing or funding the Individual's Services.
- (3) Act as a good faith partner with County to address shortages in staffing, capacity, or other needs required by County to provide the Services to Individuals described in Subsections 9.a of this Exhibit D.

f. If County submits a Plan of Resolution or Revised Plan of Resolution under Subsections 9.c and 9.d of this Exhibit D, OHA shall:

- (1) Review the Plan of Resolution or Revised Plan of Resolution;
- (2) OHA will send a written notice of approval or non-approval of the Plan of Resolution or Revised Plan of Resolution within three (3) business days of receiving it;
- (3) If OHA does not approve County's Plan of Resolution or Revised Plan of Resolution, meet with County within 10 business days as described in Subsections 9.c and 9.d of this Exhibit D;
- (4) Not unreasonably withhold approval of County's Plan of Resolution or Revised Plan of Resolution; and
- (5) Set a reasonable timeframe, as determined by OHA, to implement the OHA-approved Plan of Resolution or Revised Plan of Resolution based on the type of actions to be implemented by County to resolve the issue.

- g. If OHA does not approve County's Plan of Resolution and first Revised Plan of Resolution, OHA shall elevate the issue to senior management or appropriate designee.
 - (1) OHA's senior management or designee shall meet with County's senior management or designee to discuss the first Revised Plan of Resolution and the ways OHA can support County in resolving the issue within 10 business days from the date of OHA's notice of non-approval of the first Revised Plan of Resolution.
 - (2) OHA shall continue to work with County and review any subsequently submitted Revised Plans of Resolution and shall respond to County with approval or non-approval of that Plan within 3 business days of receiving it. If County and OHA agree that further revisions will not resolve the barriers or allow County to provide the Services to the Individual, no further revisions will be required.

10. Mid-Term Agreement Changes.

- a. Any changes by OHA to policies, forms, templates, procedures, or other external documents that are referenced by web links without being attached as exhibits to this Agreement that have a material effect require a fifteen (15) calendar day advance written notice of such change by OHA to County, and a copy of such notice must be sent by mail and to any emails designated in writing by County for this purpose. County will then have fifteen (15) calendar days from the date of the notice to consent or object to the change, and an objection can be sent to the email account from which OHA emailed the notice. If County does not object timely to the change, it will be binding on County. Any timely objected to changes will not go into effect unless negotiated and implemented through any amendment.
- b. Any subsequent change to an administrative rule referenced in this Agreement is not binding on County if such change is determined by a court of competent jurisdiction to exceed OHA's authority or is otherwise invalid.

**2026-2027 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL PROGRAMS**

EXHIBIT E
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 for Services.** 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, 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 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 F, "Standard Terms and Conditions," has occurred.
 - (2) County's representations and warranties, as set forth in Section 4 of Exhibit F, "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 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 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 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 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 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) 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 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) 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 County or returned to OHA pending the final federal decision resulting from the initial appeal. If 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, 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 Behavioral Health Division or the Section Director.

OHA shall designate an alternate officer in the event the Behavioral Health 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 County 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, 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 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 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 County to complete a re-budgeting process, nothing in this provision shall be construed to prevent 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 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 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 Financial Assistance to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services, from the Effective Date of this Agreement through the termination or expiration of this Agreement.
 - (1)** If County uses Financial Assistance described in the Financial Assistance Award in reliance on this Award Adjustments section (1) or (2) above, County shall promptly notify OHA in writing of such use.
- b.** Financial Assistance disbursed to County under this Agreement that County would be

entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the Financial Assistance to be used by County prior to the termination or expiration of this Agreement and provided further that County uses the Financial Assistance solely to deliver future Services for the purpose it was originally awarded.

4. **Amendments Proposed by OHA.**

- a. **Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment will be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award will 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 County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by County Financial Assistance Administrator but otherwise unaltered, the proposed amendment will be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, will become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA will 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), will 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, will 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 will be considered accepted by the parties and this Agreement will 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 will be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement will 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 the Financial Assistance to purchase a particular Service from a Provider through 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 will also be considered Providers for purposes of this Agreement and those subcontracts will be considered Provider Contracts under this Agreement. 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 = 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 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, brailed 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. County may develop its own forms and materials and with such forms and materials County shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within 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 County Service area.
8. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses Financial Assistance for a particular Service, County shall include that Service in its CMHP from the date it begins using Financial Assistance for that

Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA's obligation to provide the Financial Assistance for that Service in accordance with Exhibit F, Termination section; or (c) termination by County, in accordance with Exhibit F, Termination section, of County's obligation to include in its CMHP a Core Service Area that includes that Service.

- 9. OHA Reports.** 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:
 - a. Summary reports to County and County's Providers from data as reported to OHA through the mandated state data system under this Agreement; and
 - b. Monthly reports to County that detail disbursement of Financial Assistance under the Financial Assistance Award for the delivery of Services.
- 10. 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 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.
- 11. 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 available at: <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.
- 12. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of Financial Assistance awarded, 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.
- 13. 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 are less than the amount of Financial Assistance that OHA is obligated to provide to County under this Agreement, 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 Behavioral Health 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 County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.

14. 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.

15. 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 \$10,000 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 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.
- c. County shall provide the Equipment inventory list electronically to the Agreement Administrator at BHD.Contracts@oha.oregon.gov no later than 45 calendar days following the end of this Agreement. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$10,000, using the straight-line method.
- d. 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.

- e. 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.
- f. 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.

16. 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.

**2026-2027 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS**

EXHIBIT F
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 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;
 - d. [ORS 659A.400 to 659A.409, ORS 659A.145](#); and
 - 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.
 - f. 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.** County represents and warrants as follows:
 - a. **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.

- b. **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.
- c. **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.
 - (1) 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;
 - (2) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
 - (3) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- d. **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.
- e. 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.

f. 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 County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free, and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c.** County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of Financial Assistance or the performance by County is untrue in any material respect when made;
- c.** County: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the

- purpose of effecting any of the foregoing;
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking:
 - (1) The liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County;
 - (2) The appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets; or
 - (3) Similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect); or
 - (4) 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:
 - (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.

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 for a particular Service, OHA shall have no further obligation to pay or disburse any Financial Assistance to County 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 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 for System Management and Coordination –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 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 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 E. 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 H, "Provider Insurance Requirements," which is attached hereto.

11. 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
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OHA County CFAA

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](#). For purposes of this section, , “Information Asset” means any information, also known as data, provided through OHA, regardless of the source or media, which requires measures for security and privacy of the information ([OAR 943-014-0305](#)(6)) and “Network and Information System” means the State of Oregon's computer infrastructure, which provides personal communications, client records and other sensitive information assets, regional, wide area and local area networks, and the internetworking of various types of networks on behalf of OHA ([OAR 943-014-0305](#)(7)).

12. 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.

13. 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.

14. Amendment. No amendment, modification or change of terms of this Agreement will 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.

15. 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.

16. 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, 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 given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Marisha L. Elkins
CFAA Administrator
500 Summer Street NE, E-86
Salem, OR 97301
Telephone: 971-900-7366
E-mail address: CFAAAdministrator@oha.oregon.gov

COUNTY: Contact Name: _____
Title: _____
Street Address: _____
City, State Zip: _____
Telephone: _____
E-mail address: _____

17. **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.
18. **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.
19. **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.
20. **Construction.** This Agreement is the product of extensive negotiations between OHA and County. 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.
21. **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 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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of 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 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 County is jointly liable with the State (or would be if joined in the Third Party Claim), 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 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 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. 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.

22. **Indemnification by Providers.** County shall include in all Provider Contracts with Provider(s) that are not units of local government as defined in [ORS 190.003](#), if any, a requirement to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (the "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in [ORS 30.260](#)) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of Provider ("**Claims**"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all Claims. Provided, however, neither Provider nor any attorney engaged by Provider may defend any Claim in the name of the Indemnitee, nor purport to act as legal representative for the Indemnitee, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the Indemnitee, nor may Provider settle any Claim on behalf of the Indemnitee without the approval of the Oregon Attorney General.

2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

EXHIBIT G REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, 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.

- 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;
 - g. The Age Discrimination Act of 1975, as amended;
 - h. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
 - i. All regulations and administrative rules established pursuant to the foregoing laws;
 - j. All other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and
 - k. 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.** [RESERVED]
- 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, County certifies, to the best of 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, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. 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.

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 County or County's employee, officer, agent, or Provider has used a controlled substance, prescription or non-prescription medication that impairs County or County's employee, officer, agent, or Provider's performance of essential job function or creates a direct threat to 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 (1)(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 Use Prevention, Treatment, and Recovery Services (SUPTRS) 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. Pregnant Women. If County provides any Addiction Treatment, Recovery, & Prevention Services, County must:

- (1) Within the priority categories, if any, set forth in Exhibit B - Service Descriptions, 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.

c. Intravenous Drug Abusers. If County provides any Addiction Treatment, Recovery, & Prevention Services, County must:

- (1) Within the priority categories, if any, set forth in Exhibit B - Service Descriptions 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 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.

(d) **“Interim Services”** as described in 45 CFR §96.121, means:

- i. 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 Interim 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;
- ii. Referral for HIV or TB treatment Services, where necessary; and
- iii. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
- iv. 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.

d. **Infectious Diseases.** If County provides any Addiction Treatment, Recovery, & Prevention Services, County shall:

- (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.

e. **OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, within the priority categories, if any, set forth in Exhibit B - Service Descriptions and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention Service delivery to persons referred by OHA.

f. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention 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.

- (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.

g. **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.

h. **Oregon Residency.** Addiction Treatment, Recovery, & Prevention 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.

i. **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.

j. **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. **Community Mental Health Block Grant (MHBG)** funds, if any, awarded under this Agreement 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.

17. **Substance Use Prevention, Treatment, and Recovery Support Services (SUPTRS BG).** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Use, Prevention, Treatment, and Recovery Services Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Use, Prevention, Treatment, and Recovery Services 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. County may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

18. **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:
<https://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.

19. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by
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OHA County CFAA

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.

2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

EXHIBIT H **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 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 County directly enters into a Provider 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:
\$1,000,000 per occurrence with \$2,000,000 aggregate.
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:

\$1,000,000 per occurrence with \$2,000,000 aggregate.

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:
\$1,000,000 per occurrence with \$2,000,000 aggregate.

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.

**2026-2027 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS**

EXHIBIT I
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING

- 1. 93.958 – Block Grants for Community Mental Health Services (MHBG)**
- 2. 93.959 – Block Grants for Prevention and Treatment of Substance Abuse (SUPTRS BG)**

Confidential

CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 054286-0-0

Legal name (*tax filing*): Deschutes County, a subdivision of the State of Oregon

DBA name (*if applicable*): Deschutes County

Billing address: 2577 NE Courtney Drive

City: Bend OR 97701

Phone: 541-322-7500

FEIN: 93-6002292

- OR -

SSN: _____

Certificate Of Completion

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 Document Pages: 91 Signatures: 0 Envelope Originator:
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Jon Collins jon.c.collins@oha.oregon.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ebony Clarke ebony.s.clarke@oha.oregon.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
CFAA.Administrator@oha.oregon.gov		
CFAA.Administrator@oha.oregon.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Oregon Health Authority - CLM:

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

To contact us by email send messages to: mick.j.kincaid@oha.oregon.gov

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

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.kincaid@oha.oregon.gov and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

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

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

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.kincaid@oha.oregon.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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

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

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

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

Acknowledging your access and consent to receive and sign documents electronically

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

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- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.