

INTERGOVERNMENTAL AGREEMENT BETWEEN DESCHUTES COUNTY AND THE CITY OF BEND

This Intergovernmental Agreement (“Agreement”) is between Deschutes County, a political subdivision of the State of Oregon, by and through Deschutes County Health Services, (hereinafter “County”) and the City of Bend, an Oregon Municipal Corporation, (hereinafter “City”).

RECITALS

- A. ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions which a party to the Agreement has the authority to perform.
- B. The County and City desire to enhance services to the existing mobile crisis services provided by Deschutes County Health Services (“DCHS”).
- C. DCHS has the staff and expertise to perform services outlined in this Agreement.
- D. The County and City desire to expand the mobile crisis team in order to respond to specific calls without the presence of law enforcement.
- E. Funding should be directed to additional mental health professionals on the DCHS Mobile Crisis Team to provide a non-law enforcement response to individuals experiencing a mental health crisis and who meet program criteria for a non-law enforcement crisis response. City funding for this purpose is intended to reduce the number of calls to, and officer response from, the Bend Police Department when the primary concern is a non-violent individual with a mental illness and/or suicidal intentions.

TERMS OF AGREEMENT

- 1. **Effective Date/Duration.** This Agreement shall be effective September 1, 2022, and continue through August 31, 2024. Agreement may be amended, if necessary, in writing and effective upon signature by all parties.
- 2. **City Obligations**
 - a. The City will disburse \$328,000 in ARPA funding to the County for the two-year period in order for the County to expand the existing Mobile Crisis Team (MCAT) to provide additional hours for non-law enforcement (NLE) response to mental health crises in the community.

- b. Should additional funding become available for NLE Mobile Crisis Response, and all metrics and requirements are met within this IGA, the City of Bend may consider redirecting these funds to other County mental health programs and/or services. Prior to this redirect of funding, Deschutes County must notify and receive approval for this alternate purpose from the City of Bend.

3. County Obligations.

- a. The County will hire a Behavioral Health Specialist I (QMHA) to respond in pairs with the Mobile Crisis Team clinician on duty to certain calls that meet the criteria for a NLE response, and will otherwise use the funding consistent with the budget attached hereto as Exhibit B.
- b. The County will work with the City of Bend Police Department and Deschutes County 911 Service District to develop a protocol and criteria for NLE response in conjunction with the Crisis Intervention Team (CIT) Steering Committee.
- c. The County will provide data and outcome reports to the City of Bend containing data elements consistent with Oregon Health Authority (OHA) required information and timelines.
- d. The County is responsible for all training certifications required of the QMHA and will work with Deschutes County 911 Service District to provide all necessary dispatch radio training.
- e. The County will provide this additional NLE response for individuals within the Bend city limits.
- f. METRICS:
 - 1. The County will increase the number of mental health professionals on the Mobile Crisis Team serving Bend.
 - 2. The County will make every effort to respond to 911 and 988 calls for service with the Mobile Crisis Team (formerly sent to the Bend Police Department) when the primary stated cause of the call is related to a non-violent individual with mental illness and/or suicidal intentions, and the assigned DCHS staff determines that the call meets criteria to respond safely without law enforcement.
 - 3. The County will provide a report on the above metrics (as outlined in Section 3c above) as well as the total number of calls the Mobile

Crisis Team responded to without LE in the City of Bend semi-annually.

4. Program Logistics.

- a. County shall have capacity to respond 24 hours per day, 7 days per week, and 365 days per year in providing community-based crisis intervention, which must include screening, assessment, safety planning and referrals for all age groups, to appropriate resources as needed.
 - i. Assessments may be accomplished via telehealth (videoconferencing) in areas without timely access to face-to-face services when available and appropriate and with the consent of the individual in crisis.
- b. County will ensure that data required by OHA for mobile crisis response and services are collected and reported to OHA using an OHA approved system/platform.
- c. County will ensure that mobile crisis services are accessible throughout its designated county locations and provided in English, Spanish and other predominant languages in the county through either direct staff and/or other language services.
- d. County will ensure that a NLE mobile crisis team consists of a minimum of two members, one of which will be a QMHP, and the second member can be a nurse, social worker, peer support specialist, and/or other staff trained in and able to provide trauma-informed care, de-escalation, stabilization, and coordinates with other health and social services. The provider conducting the assessment must be on-site during a mobile crisis response.
- e. If dispatched due to a 988 call, mobile crisis team must coordinate with the 988 call center to ensure the 988 call center team stays connected with the caller if the caller wants.
- f. If dispatched following a call to crisis call centers other than 988, mobile crisis team must coordinate with the relevant crisis call center to ensure that crisis call center team stays connected with the caller if the caller wants.
- g. County will ensure that care coordination occurs and includes the following activities, when identified:
 - i. Follow-up and outreach activities to individuals at high-risk (i.e., a caller with thoughts and a plan for self-harm but does not meet the

criteria for an emergency hold) are made within 24 hours after the initial contact.

- ii. Follow-up and outreach activities to moderate to high-risk individuals (i.e., a caller that has thoughts of self-harm, no clear plan but has had recent psychiatric hospitalizations or crisis care) are made within 48 hours after the initial contact.
- iii. Follow-up and outreach activities to individuals who are moderate risk and/or who have received other follow-up care and need continued support (e.g., developing a safety plan and/or connecting to natural supports or other resources are made within 1 week after the last call.)

5. Compensation. City will disburse funds to County in 8 quarterly installments of \$41,000. The first quarterly payment will be paid within 10 days of execution of the Intergovernmental Agreement. Thereafter, City will make seven quarterly payments to the County no later than December 1, March 1, June 1, and September 1. Maximum consideration shall not exceed \$328,000 for the Contract term.

6. Contractor or Subrecipient Determination

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

Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Assistance Listing Number #(s) of federal funds to be paid through this Agreement: 21.027.

7. Federal Terms and Conditions

The Parties to this Agreement agree to be bound to certain provisions of U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached as Exhibit A.

8. General Terms.

- a. This Agreement, and each party's rights and responsibilities may not be assigned by either party without the prior written consent of the other party.
- b. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of the Agreement and supersedes any and all prior negotiations, discussions, agreements and understandings of the parties.

- c. The Recitals are incorporated into and made part of this Agreement.
- d. Subject to the Oregon Tort Claims Act and the Oregon Constitution, the County and the City agree to mutually indemnify, defend and hold the each other harmless from any liability or loss of any kind connected with this Agreement, except to the extent the liability or loss is a result of the negligence or other misconduct of the indemnified party.
- e. The parties agree to attempt to resolve any disputes related to this Agreement by first meeting between the City Manager and County Administrator. In the event dispute resolution is unsuccessful, this Agreement will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this Agreement will be initiated in the circuit court of Deschutes County, Oregon. Each party will be responsible for its own legal costs.
- f. If any provision of this Agreement is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.

CITY OF BEND

Eric King, City Manager

Approved as to form:
City Attorney's Office

DATED this ____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary

EXHIBIT A – Federal Terms and Conditions__

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (the Funds). City is a recipient of such Funds and the Work under this Agreement is funded at least in part through the Funds. Therefore, Contractor agrees, as a condition to receiving payment from such Funds from City, to the following terms. In the event if a discrepancy between the terms of this Exhibit and the terms of the Agreement, the terms of this Exhibit control.

1. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
2. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in

- Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services

provided or made available by state and local governments or instrumentalities or agencies thereto.

3. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLRFP1771 awarded to the City of Bend, Oregon, by the U.S. Department of the Treasury. The CFDA or ALN number for these funds is 21.027."
4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT B – Compensation

City of Bend Funds - Budget FY 23 & FY24 = \$328,000	FY 23	FY 24	Total
Behavioral Health Specialist I - night shift Step 2/CADC	\$113,418.00	\$113,418.00	\$226,836.00
Supervisor	\$12,500.00	\$12,500.00	\$25,000.00
Contribution to DCSC for 23-hour stabilization	\$21,682.00	\$21,682.00	\$43,364.00
indirect costs (10% de minimus)	\$16,400.00	\$16,400.00	\$32,800.00
Total	\$164,000.00	\$164,000.00	\$328,000.00

Exhibit C
INTERGOVERNMENTAL AGREEMENT
Contract No. 2022-470
FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a) (1))

(i) Grantee Name: <i>(must match DUNS registration)</i>	Deschutes County Health Services
(ii) Grantee's DUNS number:	030805147
(iii) Federal Award Identification Number (FAIN):	SLRFP1771
(iv) Federal award date: <i>(date of award to City by federal agency)</i>	May 26, 2021
(v) Grant period of performance start and end dates:	Start : September 1, 2022 End: August 31, 2024
(vi) Total amount of federal funds obligated by this Contract:	\$328,000
(vii) Total amount of federal funds obligated to Contractor by Agency, including this Grant:	\$328,000
(viii) Total Amount of Federal Award committed to Contractor by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$328,000
(ix) Federal award project description:	Coronavirus State and Local Fiscal Recovery Funds
(x) a. Federal awarding agency:	U.S. Department of Treasury
b. Name of pass-through entity:	City of Bend
c. Contact information for awarding official of pass-through entity:	Tracy Stabler, Assistant Finance Director tstabler@bendoregon.gov

(xi) CFDA number, name, and amount:	Number: Name: Amount: : 21.027 Corona virus State and Local Fiscal Recovery Funds \$14,076,428
(xii) Is award research and development?	Yes No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	10%
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input checked="" type="checkbox"/> No