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Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift,
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation of a Community Mental Health Program in Clackamas County

Purpose/Outcomes	This agreement provides funding to the County for local administration, mental health and addiction services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	This is a revenue agreement with a current value of $16,344,834.00
Funding Source	Oregon Health Authority – No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates June 30, 2017
Previous Board Action	The previous 2013-2015 biennial agreement was approved by the Board of County Commissioners on June 20, 2013 agenda item 062013-A4
Contact Person	Jill Archer, Director – Behavioral Health Division – (503)742-5336
Contract No.	7170

BACKGROUND:
The Behavioral Health Division of the Health, Housing and Human Services Department request the approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its' Oregon Health Authority for the operation of a Community Mental Health Program. This is a continuation of an agreement with the State of Oregon since 1993. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this agreement. Through this agreement the County Behavioral Health Division provides local administration, addictions and mental health services to Clackamas County residents.

This contract is effective July 1, 2015 and continues through June 30, 2017. This contract was reviewed and approved by County Counsel June 8, 2015.

RECOMMENDATION:
Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

We further recommend that Jill Archer, Director of the Behavioral Health Division, be authorized to act as County Financial Assistance Administrator under the terms of this agreement with authority to sign proposed amendments to the following: Exhibit C Financial Assistance Award, as well as Exhibit A Definitions and Exhibit B Service Descriptions on behalf of the County.

Respectfully submitted,

Richard Swift, Interim Director

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

AGREEMENT # 147783

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

This 2015-17 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Clackamas County**, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

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

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), except for Central Oregon counties which are subject to the Regional Health Improvement Plan (RHIP) as identified in OAR 309-014-0300 through 309-014-0340. Each Local Mental Health Authority that provides Addictions or Mental Health Services or both shall determine the need for local Addictions or Mental Health Services or both and adopt a comprehensive Local Plan for the delivery of Addictions or Mental Health Services or both for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at http://www.oregon.gov/OHA/amh/contract/Guidelines.pdf.

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on July 1, 2015. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2017.

2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

   This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B-1	Service Descriptions
Exhibit B-2	Specialized Service Requirements
Exhibit C	Financial Assistance Award
Exhibit D	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	Required Provider Contract Provisions
Exhibit I	Provider Insurance Requirements
Exhibit J	Startup Procedures
Exhibit K	Catalogue of Federal Domestic Assistance (CFDA) Number Listing

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

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.

Clackamas County
By:

_____

Authorized Signature Title Date

State of Oregon acting by and through its Oregon Health Authority
By:

_____

Authorized Signature Designated Procurement Officer Date

Approved for Legal Sufficiency:

_____

Assistant Attorney General Date

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT A
DEFINITIONS

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

1. **"Addiction Service(s)"** means prevention, treatment, maintenance and recovery services for individuals diagnosed with substance use and problem gambling disorders or are at risk of developing those disorders.

2. **"Aging and People with Disabilities" or "APD"** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.

3. **"Addictions and Mental Health" or "AMH"** means a division within the Oregon Health Authority that is responsible for substance abuse and problem gambling prevention and treatment services, children and adult mental health services, maintaining custody of persons committed to the state by courts for care and treatment of mental illness, and managing the state hospital system.

4. **"Agreement Settlement"** means OHA's reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions, and in accordance with Exhibit E, Section 1., "Disbursement and Recovery of Financial Assistance."

5. **"Allowable Costs"** means the costs described in Circular A-87 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, special conditions identified in the Financial Assistance Award, or otherwise.

6. **"Amending Line"** has the meaning set forth in Exhibit C.

7. **"Client"** or "individual" means, with respect to a particular Service, any individual who is receiving that Service, in whole or in part, with funds provided under this Agreement.

8. **"Community Mental Health Program" or "CMHP"** means an entity that is responsible for planning the delivery of services for persons with mental or emotional disturbances, drug abuse, alcohol abuse and gambling addiction problems in a specific geographic area of the state under an agreement with the Oregon Health Authority or a Local Mental Health Authority .

9. **"Community Outcome Management and Performance Accountability Support System" or "COMPASS"** means the AMH project to implement a new contracts system, roll out an optional low cost electronic health records system (OWITS), and enhance the collection of data through another new system (MOTS).

10. **"Coordinated Care Organizations" or "CCO"** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization's members.

11. **"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.

12. **"DHS"** means the Department of Human Services of the State of Oregon.

13. **"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.

14. **"Financial Assistance Award" or "FAA"** means the description of financial assistance set forth in Exhibit C attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, "Service Descriptions" for each respective Service.

15. **"Interim Services"** as described in CFR 45 CFR §96.121, means:

    (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;

    (b) Referral for HIV or TB treatment Services, where necessary; and

    (c) Referral for prenatal care if appropriate, until the individual is admitted to a Provider's Services.

    (d) If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall document such activities.

16. **"Local Mental Health Authority" or "LMHA"** means one of the following entities:

    a. The board of county commissioners of one or more counties that establishes or operates a community mental health program;

    b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or

c. A regional local mental health authority comprising of two or more boards of county commissioners.

17. **"Local Plan"** or **"Plan"** means a plan adopted by the Local Mental Health Authority directed by and responsive to the behavioral health needs of the community consistent with the requirements identified in ORS 430.630.

18. **"Medicaid"** means Federal Funds received by OHA under Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.

19. **"Mental Health Services"** means treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

20. **"Misexpenditure"** means money, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that:

    a. Is 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 money, for which the federal government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or

    b. Is identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation, any money 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 money; or

    c. Is 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.

21. **"Measures and Outcomes Tracking System" or "MOTS"** means the AMH data system that stores data submitted by AMH contractors and subcontractors.

22. **"Overexpenditure"** means money disbursed 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 by this Agreement, as in excess of the amount County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or Exhibit D.

23. **"Oregon Web Infrastructure for Treatment Services" or "OWITS"** means 1) an optional low cost electronic health record system available to Counties and their Providers to submit MOTS data and 2) a system to report alcohol and drug prevention and problem gambling prevention activity.

24. **"Prevention Plan"** means a plan adopted by the Local Mental Health Authority developed to guide substance abuse and problem gambling prevention efforts consistent with the requirements identified in OAR 415-056.

25. **"Program Area"** means any one of the following: Mental Health Services or Addiction Services.

26. **"Provider"** has the meaning set forth in section 5 of Exhibit E. As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.

27. **"Provider Contract"** has the meaning set forth in section 5 of Exhibit E.

28. **"Service(s)"** means any one of the following services or group of related services as described in Exhibit B-1, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C of this Agreement. Only Services, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, as amended from time to time, are subject to this Agreement.

Service Name	Service Code
Local Administration – Mental Health Services	MHS 01
Local Administration – Addictions Services	A&D 03
A&D Special Projects	A&D 60
Adult Substance Use Disorder Residential Treatment	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment	A&D 62
Peer Delivered Services	A&D 63
Community Behavioral and Substance Use Disorder Services	A&D 66
Substance Use Disorder Residential Capacity	A&D 67
Alcohol and Drug Abuse Prevention	A&D 70
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Non-Residential Mental Health Services For Adults	MHS 20
Child and Adolescent Mental Health Services	MHS 22
Non-Residential Youth and Young Adults Mental Health Services In Transition	MHS 26
Residential Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Treatment Services	MHS 28
Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board – PSRB and JPSRB	MHS 30
Enhanced Care/Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older/Disabled Adult Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services	MHS 36
MHS Special Projects	MHS 37

Service Name	Service Code
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

29. **"Service Description"** means the description of a Service as set forth in Exhibit B-1.

30. **"Specialized Service Requirement"** means any one of the following specialized service requirements as described in Exhibit B-2 in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C of this Agreement. Only Services, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, as amended from time to time, are subject to this Agreement.

Specialized Service Requirement Name	Specialized Service Requirement Code
Secure Residential Treatment Facility	MHS 28A
Relative Foster Care	MHS 34A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

31. **"Underexpenditure"** means money disbursed by OHA under this Agreement that remains unexpended at Agreement termination or expiration, other than money County is permitted to retain and expend in the future under section 4.b of Exhibit E.

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT B-1
SERVICE DESCRIPTIONS

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

Service Name: **Local Administration – Addictions Services**

Service ID Code: **A&D 03**

1. Service Description

Local Administration – Addiction Services (A&D 03) is the central management of an Addictions Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, "Financial Assistance Award" of this Agreement. A&D 03 includes planning and resource development, coordination of service delivery for alcohol abuse, drug abuse and problem gambling, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

2. Performance Requirements

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

3. Special Reporting Requirements

No special reporting requirements.

4. Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures

a. Calculation of Financial Assistance: The financial assistance awarded for A&D 03 is intended to be general financial assistance to County for local administration for Addiction Services. Accordingly, OHA will not track delivery of A&D 03 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for A&D 03 on administration of an Addictions Services system on behalf of an LMHA. Total OHA financial assistance for A&D 03 Services under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 03 as specified in that line.

b. Disbursement of Funds: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 03 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in funds awarded for A&D 03 Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm County's administration of an Addictions Services system on behalf of an LMHA and reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of financial assistance awarded for A&D 03 Services under a particular lime of the Financial Assistance Award and amounts due for such services based on the delivery of Addictions Services and the financial assistance awarded for those Services under a particular line of Exhibit C, "Financial Assistance Award".

Service Name: **A&D SPECIAL PROJECTS**

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

1. Service Description

A&D Special Projects (A&D 60) are alcohol and drug abuse services within the scope of ORS 430.630. Each special project is specifically described in a separate exhibit to this A&D 60 Service Description, which exhibits are incorporated herein by this reference. When Exhibit C, "Financial Assistance Award" contains a line awarding funds for A&D 60 Services that line will contain a special condition specifying what special project exhibit to this A&D 60 Service Description applies to the funds awarded.

2. Performance Requirements

See specific special project exhibits, if any, to this A&D 60 Service Description.

3. Special Reporting Requirements

See specific special project exhibits, if any, to this A&D 60 Service Description.

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

See specific special project exhibits, if any, to this A&D 60 Service Description.

Even if the Financial Assistance Award awards funds for A&D 60 Services, OHA shall have no obligation to disburse any funds or provide financial assistance through this Agreement for any A&D 60 Services (even if funds therefore are disbursed to County) unless a corresponding special project exhibit describing the project is attached to this Service Description.

Exhibit A&D 60-Housing Assistance
to A&D 60 Special Projects Service Description

1. **Service Description**

Housing Assistance Services (A&D 60-Housing Assistance) are services to assist individuals who are in recovery from substance use disorders, in locating and paying for housing designated as "alcohol and drug free" as defined in ORS 90.243 or approved by the County Alcohol and Drug Abuse Program Manager. Individuals who receive assistance may be living with other family members (e.g. where a parent is re-assuming custody of one or more children).

All individuals receiving A&D 60-Housing Assistance services funded through this Agreement must reside in County, be in recovery from substance use disorders, are homeless or at risk of homelessness, and be participating in a verifiable program of recovery.

2. **Performance Requirements**

Housing Assistance services include:

a. Rental assistance in the form of cash payments made on behalf of individuals recovering from substance use disorders to cover all or a portion of the monthly rent and utilities and may include payment of associated move-in costs, such as deposits and fees; and

b. Housing coordination services to assist individuals recovering from substance use disorders in locating and securing suitable housing, move-in costs, housing repairs, and referrals to other resources. No more than 10% of the total funds awarded under this Exhibit may be used for housing repairs.

Utilization requirements for A&D60-Housing Assistance will be identified in a special condition subject to funds awarded in a particular line in the Financial Assistance Award.

3. **Special Reporting Requirements**

a. Quarterly Reports. For each calendar quarter during the period for which financial assistance is awarded through this Agreement for A&D 60-Housing Assistance services, County shall submit electronically to amhcontract.administrator@state.or.us, written quarterly progress reports on the delivery of A&D 60-Housing Assistance services. Quarterly reports must be prepared using forms and procedures prescribed by OHA and include the following information:

(1) Individual Data. A rental assistance client list including first and last name of client(s) who received services, client identification (must be the same as the identification used for the client's entry into MOTS), and amount of rental assistance each client received for each month of the quarter.

(2) Summary Reports to include:

(a) Housing Coordination Assistance.

i. Number of clients utilizing housing coordination assistance services;

ii. Information on utilization of specific services;

iii. Total amount expended for housing coordination assistance services for the quarter; and

iv. Of the total amount expended for housing coordination assistance, total amounts expended for housing repairs if any.

(b) Rental Assistance.

i. Total number of months of rental assistance provided;

ii. Total amount expended for rental assistance for the quarter;

iii. Of the total amount expended for rental assistance, total amounts expended for move-in costs if any;

iv. Number of unduplicated individuals receiving rental assistance;

v. Number of clients leaving the program due to:

A. Client termination of tenancy with notice;

B. Client vacating unit with no notice; and

C. Client evicted.

vi. Any information on the reason for clients vacating unit, if known; and

vii. Any information on client's destination upon vacating unit, if known.

(c) Administration. Total amount expended for administration for the quarter.

The Quarterly reporting schedule is as follows:

For A&D 60-Housing services Provided:	Quarterly Reports Due:
July through September	November 15th
October through December	February 15th
January through March	May 15th
April through June	August 15th

b. All individuals receiving A&D 60-Housing Assistance services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx and as it may be revised from time to time.

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

a. Calculation of Financial Assistance: OHA will provide financial assistance for A&D 60-Housing Assistance services identified in a particular line of Exhibit C, "Financial Assistance Award", in an amount equal to the amount of cash assistance actually paid by County on behalf of the individuals for rental assistance, as described above in Section 2.a., plus the costs incurred by County in providing housing coordination services, under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all A&D 60-Housing Assistance services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 60-Housing Assistance services as specified in that line of the Financial Assistance Award;

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the funds awarded for A&D 60-Housing Assistance services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments identified through data reported in accordance with Section 3., "Special Reporting Requirements" above;

(2) OHA may, upon written request of County, adjust monthly allotments;

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 60-Housing Assistance services provided under that line of the Financial Assistance Award;

(4) OHA is not obligated to provide financial assistance for any A&D 60-Housing Assistance services that are not properly reported to OHA in accordance with Section 3., "Required Reporting Requirements" above; and

(5) OHA will not provide financial assistance, under this Agreement, for more than 24 months of A&D 60-Housing Assistance services for any particular individual unless approved in advance and in writing by OHA.

c. Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for A&D 60-Housing Assistance services and amounts due for such services based on the cash assistance paid on behalf of the individuals for rental assistance and costs incurred by County for housing coordination services provided under that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

EXHIBIT A&D 60-Strategic Prevention Framework Partnership for Success (SPF PFS) to A&D 60 Special Projects Service Description

1. **Service Description**

a. The Strategic Prevention Framework Partnership for Success (SPF PFS) program is designed to provide an effective, comprehensive prevention framework with a common set of goals to be adopted and integrated at the local level to; prevent the onset and reduce the progression of substance use disorder including childhood and underage drinking, reduce substance abuse-related problems, and build prevention capacity and infrastructure at the local level.

SPF PFS funded programs shall utilize the Department of Health and Human Service's Substance Abuse Mental Health Service Administration's (SAMHSA's) SPF PFS as the model on which to develop long-range strategic plans and annual action plans.

b. The SPF PFS is a five-step evidence-based process for community planning and decision-making. The five-step model includes, but is not limited to:

(1) Assessment: Mobilize key stakeholders to collect the needed data to understand substance use disorder consequences, consumption patterns, and contributing factors to those patterns of the specific drug use issues identified.

(2) Capacity: Mobilize or build capacity with a local coalition to change the conditions and address the specific drug use issues identified.

(3) Planning: Produce strategic goals, objectives, and performance targets as well as preliminary action plans including a logic model.

(4) Implementation: Implement the plan with multiple policies, practices, strategies, or interventions based on characteristics, culture, and context of the target population.

(5) Evaluation: Measure impact of SPF PFS and monitor, sustain, improve, or replace implemented practices, policies or programs based on evaluation findings.

c. SPF PFS Services shall be implemented through one or more of the SAMHSA Center for Substance Abuse Prevention's (CSAP) six strategies. The six strategies with examples of services are:

(1) Information Dissemination: media campaigns, speaking engagements;

(2) Prevention Education: school curricula and parenting education and skill building;

(3) Alcohol, Tobacco & Other Drug (ATOD) free alternatives: youth leadership and community service projects;

(4) Problem Identification and Referral: student assistance programs;

(5) Community Based Processes: interagency collaboration, coalition building, and networking; and

(6) Environmental or Social Policy: school policies and community laws concerning alcohol, tobacco and other drugs.

2. Performance Requirements

a. County, in providing A&D 60-SPF PFS special project services, shall comply with OAR 415-056-0030 through 415-056-0050, and must have a current letter of approval issued by OHA.

County shall implement its A&D 60-SPF PFS special project funded through this Agreement in accordance with the SPF PFS framework as described in Section 1. "Service Description" above, culminating with a Strategic Prevention Framework plan, (SPF plan), which is subject to OHA approval, within the first six months of funded Services. OHA financial assistance provided to County in the subsequent biennium for A&D 60-SPF PFS special project services will, in part, depend upon the County's achievement of the goals and outcomes set forth in its SPF plan. In the event of a conflict or inconsistency between the provisions of the SPF plan and the provisions of this Service Description, the provisions of this Service Description shall control.

b. County's performance shall include the following:

(1) Assessment:

(a) Additional needs assessment by data collection measuring the intervening variables for problem behavior through completion of a logic model. Data is expected to be as localized as possible.

(b) Complete other assessment tools as directed to include Tri-Ethnic Community Readiness Assessment and cross-site evaluation instruments (e.g. GLI, CLI and PLI).

(2) Capacity:

(a) One FTE for Local Project Coordinator or staff equivalent. If staff equivalent, must be demonstrated in budget and approved by OHA.

(b) County must either have in place or form a coalition with required sectors as defined by prevention best practices. The coalition must demonstrate the following: mission statement, bylaws (including cultural competency statement and policy), officers, records of meeting notes or minutes, meeting schedule, coalition or board development or training plan, etc.

(3) Planning:

(a) County shall complete a comprehensive SPF plan based on priorities identified by OHA. The SPF plan must:

i. Include appropriate strategies, policies, and practices to address the priority area. All chosen strategies, policies, and practices must meet the 75% threshold of being evidence based as defined in ORS 182.515;

ii. Address all five steps of the SPF PFS process with inclusion of sustainability and cultural competency.

iii. Include logic models addressing root causes or intervening variables from County's community to ensure that County will be able to guarantee the right fit of the practices, policies or programs selected for implementation to make countywide changes in the priority area.

iv. Detailed timelines, goals and objectives, challenges and barriers must also be addressed in the SPF plan.

(b) The SPF plan must be approved by OHA. County shall update or revise its SPF plan as requested or required by OHA.

(4) Implementation:

(a) The SPF plan must ensure that the appropriate strategies, policies, and practices are implemented to address the priority area.

(b) Training will be provided by OHA to ensure that the County has the capacity to deliver and replicate the programs, policies, and practices in order to reach the desired change.

(5) Evaluation:

(a) County shall make best efforts to have a written commitment from all of the County's schools to implement the Student Wellness Survey.

(b) County shall participate in site visits, state trainings, meetings as requested or required by OHA.

(6) Tribal Project-Related Considerations:

Tribe shall carefully consider the following activities and strategies as Tribe implements its SPF plan:

(a) Using a comprehensive, community-based process that is culturally appropriate and actively engages a wide range of community members, key stakeholders, youth, family members, elders, spiritual advisors, and tribal leaders in all aspects of Tribe's SPF plan, including assessment, planning, capacity building, implementation, and evaluation tasks;

(b) Conducting network development and collaboration activities, including ongoing training for child and youth service providers, paraprofessionals and other informal support providers such as

traditional healers, community natural helpers, youth peer leaders, and family members;

(c) Using a community-based participatory research approach;

(d) Applying local traditional healing or helping practices (practice-based evidence) in supporting children, youth and families, as they may apply to Tribe's SPF plan;

(e) Emphasizing the concept of "wellness" as Tribe works through each phase of its SPF plan. "Wellness" may be broadly defined as being in balance and taking care of physical, emotional, mental, and spiritual needs of individuals and families. Achieving "wellness" includes developing and integrating programs, supports and systems (both formal and informal) that promote positive mental health, prevent substance use and abuse, improve physical health, strengthen spiritual and cultural connections, and address environmental and social factors; and

(f) Exploring how key aspects of Tribe's SPF plan will also serve to support elements of its Biennial Prevention Plan.

3. Special Reporting Requirements

a. County shall participate in the federally required cross-site evaluation performance data including the Community Level Instrument (CLI) and the Program Level Instrument (PLI) using the SAMHSA's Management Reporting Tool PEP-C Management Reporting Tool found at https://pep-c.rti.org.

b. For each calendar quarter during the period for which financial assistance is awarded under this Agreement for A&D 60-SPF PFS special project services, County shall submit written quarterly reports on the progress of A&D 60-SPF PFS special project activities. Quarterly reports must be prepared using forms and procedures prescribed by OHA and be electronically submitted to amhcontract.administrator@state.or.us.

The Quarterly reporting schedule is as follows:

For A&D 60-SPF PFS Services Provided:	Quarterly Reports Due:
July through September	November 15th
October through December	February 15th
January through March	May 15th
April through June	August 15th

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

a. Calculation of Financial Assistance: The funds awarded for this special project are intended to be general financial assistance to County for A&D 60-SPF PFS special project with funds provided through this Agreement. Accordingly, OHA

will not track delivery of A&D 60-SPF PFS special project services on a per unit basis, so long as County delivers A&D 60-SPF PFS special project services as part of its CMHP. The total OHA financial assistance for all A&D 60-SPF PFS special project services delivered under a particular line of Exhibit C, "Financial Assistance Award", shall not exceed the total funds awarded for A&D 60-SPF PFS special project services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 60-SPF PFS special project services provided under a particular line of the Financial Assistance Award to County as set forth in the Special Condition in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, upon written request of County, adjust allotments;

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary, to reflect changes in the funds awarded for A&D 60-SPF PFS special project services provided under that line of the Financial Assistance Award; and

(3) OHA may, after notice to County, suspend allotments pending receipt of complete and accurate CLI and PLI data and required reports in accordance with Section 3., "Special Reporting Requirements" above.

c. Agreement Settlement. Agreement Settlement will be used to confirm the inclusion of A&D 60-SPF PFS special project services as part of County's CMHP, based on data properly reported to OHA in accordance with Section 3., "Special Reporting Requirements" above.

Exhibit A&D 60-Start-Up
to A&D 60 Service Description
A&D Special Project

1. **Service Description**

The funds awarded for this special project A&D 60- Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award". For purposes of this special project description, Start-Up activities are activities necessary to prepare for new or revised implementation of alcohol and drug abuse, and problem gambling Services.

2. **Performance Requirements**

The funds awarded for A&D 60-Start-Up may be expended only in accordance with Exhibit J, "Start-Up Procedures."

3. **Special Reporting Requirements**

Using the OHA prescribed "Startup Request & Expenditure Form", County shall prepare and submit electronically to amhcontract.administrator@state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award".

Using the same form and same e-mail address, County shall report to OHA actual expenditure of the funds awarded for A&D 60-Start-Up.

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

a. Calculation of Financial Assistance: OHA will provide financial assistance for A&D 60-Start-Up identified in a particular line of Exhibit C, "Financial Assistance Award", from funds identified in that line in an amount equal to the amount requested on the Start-Up Request & Expenditure Form submitted by County, subject to the requirements of Exhibit J, "Star-Up Procedures". The total OHA financial assistance for all A&D 60-Start-Up activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 60-Start-Up as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the funds awarded for A&D 60-Start-Up in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of

County's properly completed "Start-Up Request & Expenditure Form" in accordance with Section 3., "Special Reporting Requirements" above and Exhibit J, "Start-Up Procedures", subject to the following:

(1) OHA is not obligated to disburse any A&D 60-Start-Up expenditures that are not properly reported in accordance with Section 3., "Special Reporting Requirements" and as described in Exhibit J, "Start-Up Procedures" by the date 60 days after the earlier of the expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 60 Services, or termination of County's obligation to include the Program Area in which A&D 60 Services fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded A&D 60-Start-Up and amounts due for A&D 60-Start-Up based on actual allowable expenditures incurred in accordance with this A&D 60-Start-Up Exhibit and Exhibit J, "Start-Up Procedures."

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

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

1 Service Description

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

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

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

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

2. Performance Requirements

a. Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180; as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must

also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.

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

c. Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program able to meet the cultural and linguistic needs of the individual and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the individual's clinical record:

(1) Address co-occurring disorders in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;

(2) Address the interaction of the substance-related and mental health disorders in assessing each individual's history of psychological trauma, readiness to change, relapse risk, and recovery environment;

(3) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;

(4) Involve the family or significant others of the individual in the treatment process;

(5) Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;

(6) Use treatment methods appropriate for individuals with significant emotional disorders that are based on sound clinical theory and professional standards of care; and

(7) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for

each individual. This includes scheduling a face-to-face meeting between the individual and the community-based outpatient provider within seven days of discharge from the residential program.

d. Quality of Services provided under this Agreement will be measured in accordance with the following criteria:

(1) **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled individuals in treatment; and

(2) **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

3. Special Reporting Requirements

All individuals receiving A&D 61 Services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/pages/resource.aspx, as it may be revised from time to time.

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

a. Calculation of Financial Assistance: OHA will provide financial assistance for A&D 61 Services identified in a particular line of Exhibit C, "Financial Assistance Award", from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of A&D 61 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for A&D 61 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 61 Services as specified in that line of the Financial Assistance Award. At no time will OHA pay higher than the Medicaid rate for adult residential treatment services.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 61 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with Section 3., "Special Reporting Requirements" above;

(2) OHA may, upon written request of County, adjust monthly allotments;

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 61 Services provided under that line of the Financial Assistance Award; and

(4) OHA is not obligated to provide financial assistance for any A&D 61 Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above by the date 60 days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 61 Services, or termination of County's obligation to include the Program Area in which A&D 61 Services fall in its Community Mental Health Program (CMHP).

c. Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for A&D 61 Services and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of individuals served under that line of the Financial Assistance Award during the effective period of this Agreement, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

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

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

1. Service Description

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

2. Performance Requirements

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180; as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

3. Special Reporting Requirements

All individuals receiving A&D 62 Services with funds provided under this Agreement must be enrolled and that client's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

4. Financial Assistance Calculation and Disbursement Procedures

a. Calculation of Financial Assistance: The funds awarded for A&D 62 Services are intended to be general financial assistance to the County for A&D 62 Services with funds provided under this Agreement. Accordingly, OHA will not track delivery of A&D 62 Services on a per unit basis, so long as the County offers and delivers A&D 62 Services as part of its CMHP. Total OHA payment for all A&D 62 Services delivered under a particular line of Exhibit C, "Financial Assistance

Award" shall not exceed the total funds awarded for A&D 62 Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of the Financial Assistance Award, OHA will disburse the financial assistance awarded for A&D 62 Services in a particular line of Exhibit C, "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, upon written request of County, adjust monthly allotments; and

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 62 Services on that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 62 Services by County as part of its CMHP based on the delivery of A&D 62 Services as properly reported in accordance with section 3., "Special Reporting Requirements" above.

Service Name: **Peer Delivered Services**

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

1. Service Description

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

Recovery Centers are comprised of and led by people in recovery from Substance Use Disorders, as defined in OAR 309-019-0105(97). The centers maintain a structured daily schedule of activities where peer support services may be delivered. These centers serve as recovery resources for the local community.

Facilitating Centers serve as "mentor sites" providing ongoing technical assistance and training for the Recovery Centers. Facilitating Centers provide structure and support for developing and sustaining Recovery Centers. People in recovery will be involved in every aspect of program design and implementation. Facilitating Centers must use curricula approved by OHA.

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

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

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

Instrumental support. Instrumental support services include modeling and peer-assisted daily-life tasks that people with serious addiction histories in early recovery are often incapable of doing on their own having never attained these skills. Examples include navigating transportation to support groups, accessing quality child care, completing job applications, locating safe alcohol and drug free housing, obtaining vocational, educational, and self-sufficiency supports, and navigating social service programs. Affiliation support helps people in recovery establish positive connections with others in recovery. This support helps people in early recovery establish a positive peer culture that prevents re-affiliation with negative peer cultures such as former associates who are not in recovery and people who are actively engaged in criminal behavior.

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

Peer Support Specialists are individuals as defined in OAR 309-019-0105(70); as such rules may be revised from time to time. Peer Support Specialists are compensated for delivering Peer Delivered Services. Peer Support Specialists must comply with all training requirements in accordance with OAR 410-180-0300 through 410-180-0380.

Target Population: Individuals with Substance Use Disorders and who are seeking recovery are the target population (Target Population).

2. Performance Requirements and Quality Measures

County shall use the funds awarded through this Agreement to provide Peer Delivered Services in a manner that benefits the Target Population. The Peer Delivered Services must be delivered at Recovery Centers or in communities by Peer Support Specialists.

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

a. Are clearly defined in ways that differentiate them from professional treatment services and from sponsorship in 12-Step or other mutual-aid groups.

b. Are authentically peer based (participatory, peer led and peer driven) in design and operation.

c. Are authentically engaging and retaining a pool of peer leaders who reflect the diversity of the community and of people seeking recovery support.

d. Have an intentional focus on leadership development.

e. Operate within an ethical framework that reflects peer and recovery values.

f. Incorporate principles of self-care, which are modeled by staff and peer leaders, and have a well-considered process for handling relapses.

g. Are non-stigmatizing, non-discriminating and strengths-based.

h. Honors the cultural practices of all participants and incorporates cultural strengths into the recovery process.

i. Have well established mutually supportive relationships with key stakeholders.

j. Have a plan to sustain itself.

k. Have well documented governance, fiscal, and risk management practices to support its efforts.

l. Are based on identified community and individual strengths and needs including cultural and population characteristics.

m. Are culturally responsive and geographically accessible.

n. Are delivered by Peer Support Specialists who maintain policies and procedures that facilitate and document accessibility to a full range of services.

The quality of the Peer Delivered Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth herein. These criteria are applied on a county-wide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded for Peer Delivered Services under this Agreement. Providers employing Peer Support Specialists must develop and implement quality assurance or quality improvement processes to improve, progressively as measured by the criteria set forth herein, the quality of Peer Delivered Services supported by funds provided through this Agreement. AMH may recommend additional actions to improve quality.

3. Special Reporting Requirements

Within 30 days of the County providing A&D 63 Services, County shall provide an entry baseline assessment report in a form satisfactory to OHA.

Within 30 days after the end of each quarter, County shall submit to OHA a report that includes:

a. The amount of funds spent as of the end of the reporting period;

b. Number of people served by Peer Support Specialist(s) categorized by age, gender and ethnicity;

c. Breakdown of Service received;

d. Number of people who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;

e. Number of people who gained employment or engaged in productive educational or vocational activities during Service participation;

f. Number of people who remained crime-free during Service participation; and

g. Number of people served who are being retained from the previous quarter.

Quarterly reporting schedule is as follows:

For A&D 63 Services Provided:	Quarterly Report Due:
July through September	November 15th
October through December	February 15th
January through March	May 15th
April through June	August 15th

County shall submit reports electronically to amhcontract.administrator@state.or.us.

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

a. Calculation of Financial Assistance: The funds awarded for A&D 63 Services are intended to be general financial assistance to the County for A&D 63 Services. Accordingly, OHA will not track delivery of A&D 63 Services or service capacity on a per unit basis except as necessary to verify the performance requirements set forth above have been met. The total OHA financial assistance for all A&D 63 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 63 Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the funds awarded for A&D 63 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. OHA may, upon written request of County, adjust monthly allotments; and

2. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 63 Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 63 Services by County and determine satisfaction of the minimum performance requirements and quality measures, based on data properly reported in accordance with Section 3., "Special Reporting Requirements" above.

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

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

1. Service Description

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

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

b. It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 require that Interim Services include the following:

(1) Counseling and education about HIV and tuberculosis (TB);
(2) Risks of sharing needles;
(3) Risks of transmission to sexual partners and infants;
(4) Steps to ensure that HIV and TB transmission does not occur;
(5) Referral for HIV or TB treatment services, if necessary;
(6) Counseling on the effects of alcohol and drug use on the fetus; and
(7) A referral for prenatal care.

c. A&D 66 Services must be evidence based or promising practices. County shall provide the following Services subject to availability of funds. Services may be reduced commensurate with reductions in funding by OHA:

(1) Outreach (case finding), early identification and screening, assessment and diagnosis:

(a) Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services.

(b) Early Identification and Screening: Conduct periodic and systematic methods that identify individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Local Plan or Regional Health Improvement Plan (RHIP) as applicable.

(c) Assessment and Diagnosis: Perform multidimensional biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture and language:

i. American Society of Addiction Medicine (ASAM) for individuals receiving substance use disorder services.

ii. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. "Intensive Community Services" are defined as assertive community treatment, intensive case management, and supported or supportive housing.

iii. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with Intensive Community-based Treatment and Support Services or Intensive Treatment Services as defined in OAR 309-022-0105(43) and 309-022-0105(44).

(2) Initiation and Engagement. Promote initiation and engagement of individuals receiving services and supports which may include but are not limited to:

(a) Brief motivational counseling;

(b) Supportive services to facilitate participation in ongoing treatment; and

(c) Withdrawal management for substance use disorders, supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal, following assessment.

(3) Therapeutic Interventions:

(a) General Community Based Services which may include:

i. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the individual;

ii. General outpatient services;

iii. Medication Management for:

(A) Mental Health disorders (when providing services for individuals with co-occurring mental and substance use disorders).

(B) Substance Use disorders:

(i) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for individuals using medications to treat and manage addictions.

(ii) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.

iv. Detoxification for individuals with substance use disorders under OAR 415-012-0000 through 415-012-0090 and 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process.

v. Meaningful individual and family involvement; and

vi. Services provided by peers. The County is encouraged to make available services and supports delivered by peers. If the County lacks these services and supports, the County is encouraged to develop a plan to expand the array of services and supports provided by peers in a manner that is consistent with their Local Plan, or Regional Health Improvement Plan (RHIP) as applicable, and in consultation with AMH.

(4) <u>Continuity of Care and Recovery Management:</u>

(a) Continuity of Care Services includes:

i. Coordinate and facilitate access to appropriate housing services and community supports in the individual's community of choice.

ii. Facilitate access to appropriate levels of care and coordinate management of services and supports based on an individual's needs in their community of choice.

iii. Facilitate access to services and supports provided in the community and individual's home designed to assist children and adults with substance use disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed.

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

(b) Recovery Management Services includes:

i. Peer recovery support services.

ii. Continuous case management.

iii. Monitoring of conditions and ongoing recovery and stabilization.

iv. Individual and family engagement.

v. Transition planning that addresses the individual's needs and goals.

2. <u>Performance Standards and Quality Measures</u>

a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual enrolled in the Oregon Health Plan.

b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or potion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve, progressively as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures. OHA may recommend additional actions to improve quality.

(1) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.

(2) **Treatment Service Initiation**: Treatment service initiation is measured as the percentage of individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.

(3) **Utilization:** Utilization requirements for individuals receiving continuum of care services (non-detox) will be identified in a special condition subject to a particular line in Exhibit C., "Financial Assistance Award".

(4) **Engagement:** Engagement is measured by OHA as the percentage of individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.

(5) **Treatment Service Retention: Treatment service** retention is measured by OHA as the percentage of individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.

(6) **Reduced Use:** Reduced use is measured by OHA as the percentage of individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system upon planned interruption in services or 90 day retention, whichever comes first.

(7) **Completion:** Completion is measured as the percentage of individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are not abusing alcohol or other drugs at the time Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.

(8) **Facility-Based Care Follow-Up**: Facility-based care follow-up is measured by the percentage of individuals with a follow-up visit completed within seven calendar days after: (1) hospitalization for mental illness; or (2) any facility-based service defined as residential.

(9) **Hospital and Facility-Based Readmission rates**: Hospital and facility-based readmission rates are measured by the number of individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.

(10) **Parent-Child Reunification**: Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Services' Child Welfare Programs involvement.

(11) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement**: Four functional outcome measures will be monitored by OHA and reported to the County as follows:

(a) Housing Status: If improved housing status is a goal of treatment or a person is homeless, or in a licensed care facility, this measure will be monitored. This measure is defined as the number of individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of individuals with a goal to improve housing.

(b) Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as the number of individuals who become employed as indicated by a change in employment status against the number of individuals with a goal of becoming employed.

(c) School Performance: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of individuals who improve attendance in school while in active treatment against the total number of individuals with a goal of improved attendance in school.

(d) Criminal Justice Involvement: This measure will be monitored by OHA for individuals referred for Services by the justice system. The measure is defined as the number of individuals who were not arrested after one day or more of active treatment or two consecutive quarters (whichever comes first) against the total number of individuals referred for Services by the justice system.

3. Special Reporting Requirements

All individuals receiving Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx as it may be revised from time to time.

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

a. Calculation of Financial Assistance: The funds awarded for A&D 66 Services are intended to be general financial assistance to the County for A&D 66 Services with funds provided through this Agreement. The total OHA financial assistance for all A&D 66 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 66 Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 66 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS or through other reports required by this Service Description or Special Terms and Conditions;

(2) OHA may, upon written request of County, adjust monthly allotments; and

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 66 Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for A&D 66 Services and amounts due for such Services based on biennial utilization requirements as specified in the special condition identified in that line of the Financial Assistance Award and the actual amount of individuals served under that line of the Financial Assistance Award during the effective period of this Agreement, as properly reported in accordance with section 3., "Special Reporting Requirements" above.

Service Name: **SUBSTANCE USE DISORDER RESIDENTIAL CAPACITY**

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

1. Service Description

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

2. Performance Requirements

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

3. Special Reporting Requirements

All individuals receiving Services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

Providers of A&D 67 Services funded through this Agreement shall report utilization of supported capacity utilizing Healthcare Common Procedure Coding System (HCPCS) encounter code A0740 (room and board) which is a per diem service code, and is required to be reported on each day A&D 67 Services were provided to individuals receiving SUD adult or youth residential services.

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

a. Calculation of Financial Assistance: The funds awarded for A&D 67 Services are intended to be general financial assistance to the County for A&D 67 Services for individuals receiving alcohol and drug adult or youth residential services. Accordingly, OHA will not track delivery of A&D 67 Services on a per unit basis, so long as the County offers and delivers A&D Services under this Agreement.

The total OHA financial assistance for all A&D 67 Services delivered under a particular line of Exhibit C, "Financial Assistance Award", shall not exceed the total funds awarded for A&D 67 Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 67 Services provided under a particular line of the Financial Assistance Award to County as set forth in the special condition in that line subject to the following:

(1) OHA may, upon written request of County, adjust allotments; and

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary, to reflect changes in the funds awarded for A&D 67 Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement. Agreement Settlement will be used to confirm the offer and delivery of A&D 67 Services by County based on the delivery of A&D 67 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Service Name: **PREVENTION SERVICES**

Service ID Code: **A&D 70**

1. Service Description

Prevention Services (A&D 70) are integrated strategies designed to prevent substance abuse and associated effects, regardless of the age of participants. They are designed to reduce risk factors and increase protective factors associated with substance abuse. A&D 70 Services fall within one of the four prevention categories of the Institute of Medicine (IOM) Continuum of Care. The IOM prevention categories include promotion, universal, selective, and indicated prevention. Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs. Selective prevention targets subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment. Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

A&D 70 Services are implemented through one or more of the Center for Substance Abuse Prevention's (CSAP) six strategies. Examples of services in each strategy include:

a. Information Dissemination - media campaigns;

b. Prevention Education - school curricula and parenting education and skill building;

c. Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects;

d. Community Based Processes - community coalitions (e.g., Communities That Care);

e. Environmental/Social Policy - school policies and community laws concerning alcohol, tobacco and other drugs; and

f. Problem Identification and Referral - student assistance programs.

2. Performance Requirements

Prevention Providers, as defined in OAR 415-056-0035, providing A&D 70 Services must comply with OAR 415-056-0030 through 415-056-0050, and must have a current Letter of Approval (LOA) issued by OHA's Addictions and Mental Health Division. County shall submit electronically to AMH at amhcontract.administrator@state.or.us, for approval, a Biennial Prevention Plan (the "Prevention Plan") which details services to be provided. Services must align with the OHA Behavioral Health Strategic Plan by including as many of the CSAP Prevention Strategies as possible (Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities and Environmental Strategies). Strategies must focus on

the overall goal of reducing the use of alcohol, tobacco and other drugs. The OHA Behavioral Health Strategic Plan can be found at http://www.oregon.gov/oha/amh/Pages/index.aspx.

The Prevention Plan must incorporate the Strategic Prevention Framework (SPF), which provides an effective, comprehensive prevention process and a common set of goals to be adopted and integrated at all levels. This process is built upon state and local data assessment, building capacity, development of a comprehensive strategic plan, implementation of evidence-based strategies, and evaluation of work.

The major focus of the Prevention Plan should be on change for entire populations, or collections of individuals who have one or more personal or environmental characteristics in common. Population-based public health considers an entire range of factors that determine health. The Prevention Plan must infuse data in decisions made across all steps. Deliberate processes to collect, analyze, interpret and apply lessons from data will help drive state prevention efforts.

The financial assistance awarded to County in the subsequent biennium for A&D 70 Services, will in part depend upon achievement of the goals and outcomes set forth in the Prevention Plan. In the event of a conflict or inconsistency between the provisions of the Prevention Plan and provisions of this Service Description, the provisions of this Service Description shall control.

3. **Special Reporting Requirements**

a. Oregon Prevention Data System (OPDS). All A&D 70 Services provided under this Agreement must be reported electronically by the County to OHA on a monthly basis at https://or.witsweb.org/ using the OPDS User Manual located at http://www.oregon.gov/oha/amh/Pages/prevention.aspx. Electronic data submission into the OPDS system is due by the 15th of each month with respect to A&D70 Services provided in the prior month.

b. County shall submit written annual reports to OHA using forms and procedures prescribed by OHA describing the results of A&D 70 Services in achieving the goals outcomes set forth in the Prevention Plan. The report must also document prevention strategies as they relate to decreasing risk factors and increasing protective factors as well as local efforts to implement evidence-based prevention strategies. Annual reports are due within 45 days following the end of the state fiscal year, and sent electronically to amhcontract.administrator@state.or.us.

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

a. Calculation of Financial Assistance: The funds awarded for A&D 70 Services are intended to be general financial assistance to the County for A&D 70 Services

with funds provided through this Agreement. Accordingly, OHA will not track delivery of A&D 70 Services on a per unit basis so long as the County offers and delivers A&D 70 Services as part of its CMHP. The total OHA financial assistance for all A&D 70 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 70 Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C., "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 70 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:.

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with section 3., "Special Reporting Requirements" above;

(2) OHA may, upon written request of County, adjust monthly allotments;

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 70 Services provided under that line of the Financial Assistance Award; and

(4) OHA may, after notice to County, suspend disbursements pending receipt of complete and accurate OPDS data submission and required reports as described in Section 3., "Special Reporting Requirements" above.

c. Agreement Settlement. Agreement Settlement will be used to confirm the offer and deliver of A&D 70 Services by County as part of its CMHP based on the delivery of A&D 62 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

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

1. Service Description

a. Problem Gambling Prevention Services (A&D 80) are designed to meet the following objectives:

(1) Outreach aimed at increasing general public awareness of problem gambling (this is differentiated from treatment specific outreach which is covered by A&D 81 and includes all populations of the general public); and

(2) Prevent problem gambling.

b. The anticipated goals and outcomes for County's A&D 80 Services must be described in County's Biennial Problem Gambling Prevention Implementation Plan. County's A&D 80 Services will be monitored and evaluated on the basis of their effectiveness in achieving the goals and outcomes identified in the approved Biennial Problem Gambling Prevention Implementation Plan and through the Oregon Prevention Data System (OPDS) data collection and tracking system. OHA financial assistance to County in the subsequent biennium for A&D 80 Services, will in part depend upon achievement of the goals and outcomes identified in County's Problem Gambling Prevention Implementation Plan for the previous biennium.

2. Performance Requirements

a. Providers of A&D 80 Services must comply with OAR 415-056-0030 through 415-056-0050, and must have a current Letter of Approval (LOA) issued by OHA's Addiction and Mental Health Division.

b. County shall designate a problem gambling prevention coordinator that shall be responsible for:

(1) Preparing a Biennial Problem Gambling Prevention Implementation Plan in accordance with Section 2.c. below, and submitting it electronically to OHA at amhcontract.administrator@state.or.us for review and approval.

(2) Preparing the annual reports as described in Section 3., "Special Reporting Requirements"; and

(3) Overseeing and coordinating A&D 80 activities, programs and Services provided in the County.

c. The Biennial Problem Gambling Prevention Implementation Plan details the services to be provided and must include as many of the CSAP Prevention

Strategies as possible (Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities and Environmental Strategies). CSAP Prevention Strategies can be found athttp://www.oregon.gov/oha/amh/prevention/prev-coordinators-manual.pdf. County shall obtain input on its Biennial Problem Gambling Prevention Implementation Plan during County's comprehensive planning process.

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

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

3. Special Reporting Requirements

a. Oregon Prevention Data System (OPDS). All A&D 80 Services provided under this Agreement must be reported electronically by the County to OHA on a monthly basis at https://or.witswcb.org/ using the OPDS Reference Manual located at http://www.oregon.gov/oha/amh/Pages/prevention.aspx. Electronic data submission into the OPDS system is due by the 15th of each month with respect to Services provided in the prior month.

b. County shall submit written annual reports to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 80 Services in achieving the goals and outcomes set forth in the Biennial Problem Gambling Prevention Implementation Plan. The report must also describe the activities, appraisal of activities, and expenses during the preceding fiscal year in providing A&D 80 Services. Annual reports are due within 45 days following the end of the state fiscal year, and shall be sent electronically to amhcontract.administrator@state.or.us.

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

a. Calculation of Financial Assistance:

(1) Funds awarded for A&D 80 Services are intended to be general financial assistance to the County for A&D 80 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of A&D 80 Services on a per unit basis, so long as the County offers and delivers A&D 80 Services as part of its CMHP. The total OHA financial

assistance for all A&D 80 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for A&D 80 Services as specified in that line of the Financial Assistance Award.

(2) OHA is not obligated to provide financial assistance for any A&D 80 Services delivered under this Agreement that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhbit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 80 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with Section 3., "Special Reporting Requirements" above.;

(2) OHA may, upon written request of County, adjust monthly allotments; and

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 80 Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 80 Services by County as part of its CMHP based on the delivery of A&D 80 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Service Name: **PROBLEM GAMBLING TREATMENT SERVICES**

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

1. Service Description

For purposes of this Service Description: an individual with a Gambling Disorder is an individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders or a diagnosis of Relationship Distress with Spouse or Intimate Partner as it relates to the individual's problem gambling. These diagnoses must be primary or secondary.

Problem Gambling Treatment Services (A&D 81) are as follows: "session" or "treatment session" means A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family or group) and length (time).

a. Outpatient Problem Gambling Treatment Services provide problem gambling assessment, treatment and rehabilitation services delivered on an outpatient basis or intensive outpatient basis to individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services in response to crisis for the individual and may include individual, group, couple, and family counseling.

b. Client finding treatment-specific outreach is targeted outreach for which the primary purpose is to get pathological and problem gamblers and, if appropriate, their family members into treatment.

c. Problem Gambling Treatment Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 81 Services to out of state residents is permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon lottery product.

2. Performance Standards

a. County shall maintain a License as a Mental Health Service Agency or a Letter of Approval (LOA) as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 Outpatient Addictions and Mental Health Services, OAR 415-012-0000 through 415-012-0090 Standards for Approval/Licensure of Alcohol and Other Drug Abuse Programs; as such rules may be revised from time to time.

b. County shall meet the performance standards below. These performance standards are imposed and assessed on an individual County basis. If OHA determines that a Provider of A&D 81 Services fails to comply with any of the specified performance standards, the specific areas out of Agreement compliance would then be reviewed at the next scheduled site review, a discretionary site review could be scheduled specifically to review these areas, or OHA may reduce the monthly allotments based on under-used allotments identified through GPMS or other required reports in accordance with Section 3., "Special Reporting Requirements".

(1) **Access:** The amount of time between an individual with a Gambling Disorder's request for A&D 81 Services and the first offered service appointment must be five business days or less for at least 90% of all individuals receiving A&D 81 Services funded through this Agreement.

(2) **Client Satisfaction:** The percent of individuals receiving A&D 81 Services who complete a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected by not less than 50% of total enrollments.

(3) **Long-term Outcome:** At the six month follow up for individuals completing treatment, a minimum of 50% must report abstinence or reduced gambling.

(4) **Retention:** The percent of individuals receiving A&D 81 Services who are actively engaged in treatment for 90 consecutive days or more must be not less than 40% of all individuals receiving A&D 81 Services.

(5) **Successful Completion**: The percent of all individuals receiving A&D 81 Services who successfully complete treatment must not be less than 35% (unadjusted rate). A successful problem gambling treatment completion is defined as the individuals: (a) who have achieved of at least 75% of short-term treatment goals, (b) who have completed a continued wellness plan (i.e., relapse prevention plan), and (c) who have lacked engagement in problem gambling behaviors for at least 30 consecutive days prior to successful completion of A&D 81 Services.

(6) **Utilization:** Utilization requirements for individuals receiving A&D 81 Services will be identified in a special condition subject to a particular line in Exhibit C., "Financial Assistance Award".

c. A&D 81 Services are limited to 12 months per individual , inclusive of continuing care. This Service limitation will count 12 consecutive months starting with the individual's enrollment date. Individuals must have been out of Service for a minimum of 90 consecutive days prior to any re-enrollment in the state system.

Providers may request a waiver of the above service limitation. The request shall be in writing using the designated form of OHA's Problem Gambling Services office located at www.oregonpgs.org. Request shall be sent to OHA at the email address provided on the form. The waiver shall include the clinical need for a waiver and a treatment plan indicating the requested length of time to complete the plan. Waivers will be for fixed periods and must be received in OHA's Problem Gambling Services office 30 days prior to exceeding the 12 month service limitation period.

3. Special Reporting Requirements

County shall submit the following information to OHAregarding individuals receiving A&D 81 Services. All Providers of A&D 81 Services shall comply with the current GPMS User Manual located at http://www.oregon.gov/OHA/addiction/gambling/2010/gpms-data-collection.pdf

a. GPMS (Gambling Process Monitoring System) Intake Data: The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an individual.

b. Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.

c. Encounter Data Reporting Requirements: In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 81 Services funded through this Agreement to submit individual-level service delivery activity (encounter data) within 45 days following the end of each month.

Data shall be electronically submitted utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web or internet facilities must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2015) and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server as long as access and timely notification is provided to OHA.

Prior to submitting an encounter claim, each claimed encounter must be documented in the clinical record. Encounter claim documentation placed in the clinical record must include the date of the encounter Service, the type of Service delivered, the length of Service, and a clinical note describing data from the session, the clinician's signature and date the note was completed.

d. GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 days after the last date of Service to an individual.

4. Financial Assistance Calculation; Disbursement, Settlement & Provider Audit Procedures

a. Calculation of Financial Assistance: OHA provides financial assistance for A&D 81 Services identified in a particular line of Exhibit C., "Financial Assistance Award" as specified in the Oregon Problem Gambling Services Procedure Codes and Rates located at http://www.oregon.gov/oha/amh/Pages/gambling.aspx as it may be revised from time to time, and subject to the following. Total OHA financial assistance for all A&D 81 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 81 Services as specified in that line of the Financial Assistance Award.

(1) OHA will not make multiple financial assistance payments for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an individual and his or her spouse when the treatment was delivered in a single marital session.

(2) Providers of A&D 81 Services funded through this Agreement shall not charge individuals whose A&D 81 Services are paid through this Agreement any co-pay or other fees for such Services.

(3) OHA is not obligated to provide financial assistance for any A&D 81 Services that are not properly reported as described in this Service Description by the date 60 days after the expiration or termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 81 Services, or termination of County's obligation under this Agreement, to include the Program Area in which A&D 81 Services fall in its CMHP.

(4) Providers of A&D 81 Services are expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA's management information system provider. Discrepencies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C., "Financial Assistance Award", OHA will disburse the funds awarded for A&D 81 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on actual delivery of Services identified through GPMS or through other reports required by this Service Description.

(2) OHA may, upon written request of County, adjust monthly allotments.

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 81 Services on that line of the Financial Assistance Award.

(4) OHA may adjust monthly allotments as necessary to reflect performance standards not being met.

(5) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of Service upon which the allotments were calculated. If for a period of 3 consecutive months during the term of this Agreement County delivers less than the anticipated level of Service upon which allotments were calculated, in a particular line of Exhibit C, "Financial Assistance Award", the parties will amend the amount of funds awarded for A&D 81 Services in that line in proportion to the underutilization during that period, including, but not limited to, reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line due to underutilization. For purposes of documenting the revised amount of services, County and OHA shall execute an appropriate amendment to the Financial Assistance Award to reflect this reduction..

c. Calculation of Performance Payment: OHA will provide performance payments when applicable (as indicated at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx).

d. Disbursement of Performance Payment: OHA will disburse the funds awarded for A&D 81 performance payments identified in a particular line of Exhibit C., "Financial Assistance Award" to County in a one-time lump sum payment for the period specified in that line of the Financial Assistance Award.

e. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of A&D 81 Services by County as part of its CMHP based on the data properly reported in accordance with Section 3., "Special Reporting Requirements" above.

f. Provider Audits: Providers receiving funds under this Agreement for providing A&D 81 Services are subject to audit of all funds applicable to A&D 81 Services rendered. The audit ensures that proper disbursements were made for covered Services, to recover overpayments, to discover possible instances of fraud and

abuse, and to verify that encounter data submissions are documented in the client file as described in Section 3.c. above. OHA may apply the Division of Medical Assistance Program (DMAP) Provider Audit rules and the Fraud and Abuse rules to Providers of A&D 81 Services funded through this Agreement in accordance with OAR 407-120-1505 Provider and Contractor Audits, Appeals and Post Payment Recoveris and 410-120-1510 Fraud and Abuse, as such rules may be revised from time to time.

Service Name: **PROBLEM GAMBLING RESIDENTIAL SERVICES**

Service ID Code: **A&D 82**

1. Service Description

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

a. Problem Gambling Residential Services (A&D 82) are services that provide problem gambling assessment, treatment, rehabilitation and 24-hour observation monitoring for individuals with a Gambling Disorder.

b. Problem Gambling Residential Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 82 Services provided to out of state residents is permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon lottery product.

2. Performance Requirements

a. County shall maintain a License as a Mental Health Service Agency or a Letter of Approval (LOA) issued by OHA's Addictions and Mental Health Division as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment in accordance with OAR 309-018-0100 through 309-018-0215 Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services, and OAR 415-012-0000 through 415-012-0090 Standards for Approval/Licensure of Alcohol and Other Drug Abuse Programs; as such rules may be revised from time to time.

b. County shall meet the performance requirements below. These performance requirements are imposed and assessed on an individual County basis. If OHA determines that a Provider of A&D 82 Services fails to comply with any of the specified performance requirements, the specific areas out of Agreement compliance would then be reviewed at the next scheduled site review, a discretionary site review could be scheduled specifically to review these areas, or OHA may reduce the monthly allotments based on under-used allotments identified through the Gambling Process Monitoring System (GPMS) or other required reports in accordance with Section 3., "Special Reporting Requirements".

(1) **Client Satisfaction:** The percent of individuals receiving A&D 82 Services who complete a problem gambling client satisfaction survey and

would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected from not less than 85% of total enrollments.

(2) **Long-term Outcome:** At the six month follow up for individuals completing treatment, a minimum of 50% must report abstinence or reduced gambling.

(3) **Successful Completion**: The percent of all individuals receiving A&D 82 Services who successfully complete treatment must not be less than 85%. A successful problem gambling treatment completion is defined as the individuals: (a) who are stabilized to safely return to the community and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care, (b) who have achieved at least 75% of short-term treatment goals, and (c) who have completed a continued wellness plan (i.e., relapse prevention plan).

3. Special Reporting Requirements

County shall submit the following information to OHA regarding individuals receiving A&D 82 Services. All Providers of A&D 82 Services shall comply with the current GPMS User Manual located at http://www.oregon.gov/OHA/amh/gambling/2010/gpms-data-collection.pdf.

a. GPMS (Gambling Process Monitoring System) Intake Data: The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an individual.

b. Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.

c. Encounter Data Reporting Requirements: In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 82 Services funded through this Agreement to submit individual-level service delivery activity (encounter data) within 45 days following the end of each month.

Data shall be electronically submitted utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web or internet facilities must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2015) and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server as long as access and timely notification is provided to OHA.

Prior to submitting an encounter claim, each claimed encounter must be documented in the clinical record. Encounter claim documentation placed in the clinical record must include the date of the encounter Service, the type of Service delivered, the length of Service, and a clinical note describing data from the session with the clinician's signature and date the note was completed.

d. GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 days after the last date of Service to an individual.

4. Financial Assistance Calculation, Disbursement, Agreement Settlement and Provider Audit Procedures

a. Calculation of Financial Assistance: OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, "Financial Assistance Award" as specified in the Gambling Billing Code and Rate Sheet located at http://www.oregon.gov/oha/amh/Pages/gambling.aspx, as it may be revised from time to time, and subject to the following. The total OHA financial assistance for all A&D 82 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 82 Services as specified in that line of the Financial Assistance Award.

(1) Providers of A&D 82 Services funded through this Agreement shall not charge individuals whose Services are paid through this Agreement any co-pay or other fees for such Services;

(2) OHA is not obligated to provide financial assistance for any A&D 82 Services that are not properly reported in accordance with Section 3. "Special Reporting Requirements" above by the date 60 days after the expiration or termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 82 Services, or termination of County's obligation under this Agreement to include the Program Area in which A&D 82 Services fall in its CMHP;

(3) Providers of A&D 82 Services are expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 82 Services provided under a particular line of the Financial Assistance Award to County in substantially equal

monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through GPMS or through other reports required in accordance with Section 3., "Special Reporting Requirements";

(2) OHA may, upon written request of County, adjust monthly allotments;

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 82 Services provided under that line of the Financial Assistance Award.

(4) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of Service upon which the allotments were calculated. If for a period of three consecutive months during the term of this Agreement County delivers less than the anticipated level of Service upon which allotments were calculated, in a particular line of Exhibit C, "Financial Assistance Award", the parties will amend the amount of funds awarded for A&D 82 Services in that line in proportion to the underutilization during that period, including, but not limited to, reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line due to underutilization. For purposes of documenting the revised amount of services, County and OHA shall execute an appropriate amendment to the Financial Assistance Award to reflect this reduction.

(5) County may, with OHA approval, apply A&D 82 allotments for Services not provided in the first fiscal year toward A&D 82 Services in the second fiscal year.

c. Agreement Settlement: Agreement settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements for A&D 82 Services and amounts due for such Services based on the rates set forth in the Oregon Problem Gambling Procedure Code and Rates. For purposes of this Section, "amounts due" to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

d. Provider Audits. Providers receiving funds under this Agreement for providing A&D 82 Services are subject to audit of all funds applicable to A&D 82 Services rendered. The audit ensures that proper disbursements were made for covered

Services, to recover overexpenditures, to discover possible instances of fraud and abuse, and to verify that encounter data submissions are documented in the client file as described in Section 3.c. above. OHA may apply the Division of Medical Assistance Program (DMAP) Provider Audit rules and the Fraud and Abuse rules to Providers of A&D 82 Services in accordance with OAR 407-120-1505 Provider and Contractor Audits, Appeals and Post Payment Recoveries and 410-120-1510 Fraud and Abuse, as such rules may be revised from time to time.

Service Name: **Local Administration – Mental Health Services**

Service ID Code: **MHS 01**

1. Service Description

Local Administration - Mental Health Services (MHS 01) is the central management of a Mental Health Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, "Financial Assistance Award" of this Agreement. As related to the residential system, MHS 01 includes planning and resource development, coordination of a Mental Health Services system with state hospital services, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

2. Performance Requirements

In providing MHS 01 Mental Health Services, County must comply with OAR 309-014-0000 through 309-014-0040; as such rules may be revised from time to time.

3. Special Reporting Requirements

No special reporting requirements.

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

a. Calculation of Financial Assistance: The funds awarded for MHS 01 Services are intended to be general financial assistance to County for local administration of Mental Health Services. Accordingly, OHA will not track delivery of MHS 01 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for MHS 01 on administration of a Mental Health Services system on behalf of an LMHA. The total OHA financial assistance for all MHS 01 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for MHS 01 as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 01 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 01 Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm County's administration of a Mental Health Services system on behalf of an LMHA and reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 01 Services and amounts due for such Services based on the delivery of Mental Health Services and the financial assistance awarded for those Services under a particular line of Exhibit C, "Financial Assistance Award".

Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS**

Service ID Code: **MHS 20**

1. Service Description

Non-Residential Mental Health Services for Adults (MHS 20) are Mental Health Services delivered to individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

Non-Residential Mental Health Services for Adults shall include one or more of the following:

a. Supported housing service payment;

b. Rental assistance; or

c. Other services and supports, e.g. rent subsidy, as needed for individuals at the sole discretion of OHA.

2. Performance Requirements

Providers of MHS 20 shall provide coordination of care services for county of responsibility residents in residential treatment programs, which include extended care managed services, regardless of the location. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the individual's transition to outpatient services.

Providers of MHS 20 Services funded through this Agreement shall:

a. Comply with OAR 309-019-0100 through 309-019-0220, OAR 309-022-0100 through 309-022-0230, OAR 309-031-0010, OAR 309-032-0301 through 309-032-0890, OAR 309-033-0200 through OAR 309-033-0970, and OAR 309-035-0100 through 309-035-0600, as such rules may be revised from time to time;

b. Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time; and

c. Investigate and report allegations of abuse regarding served individuals and provide protective services to those individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0000 through 407-045-0980, as such statutes and rules may be revised from time to time.

3. **Special Reporting Requirements**

a. Providers of MHS 20 Services funded through this Agreement shall submit information and data on abuse reports, investigations and protective services involving individuals to whom the Provider provides MHS 20 Services, as such information and data is reasonably requested by OHA in order to fully understand allegations and reports of abuse, the resulting investigations and protective services and any corrective actions.

b. All individuals receiving MHS 20 Services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and as it may be revised from time to time.

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

OHA provides financial assistance for MHS 20 Services in two different ways, through Part A and Part C awards. The award type is set in Exhibit C, "Financial Assistance Award" on MHS 20 lines in column one that contains an "A" for Part A or "C" for Part C award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: The funds awarded under Part A award for MHS 20 Services are intended to be general financial assistance to the County for MHS 20 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 20 Services or service capacity on a per unit basis so long as the County offers and delivers MHS 20 Services as part of its CMHP. The total OHA financial assistance for all MHS 20 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 20 Services as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with an "A" in column one, 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 awarded for MHS 20 Services provided under that line of the Financial Assistance Award; and

(c) OHA is not obligated to provide financial assistance for any MHS 20 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 20 Services, or termination of County's obligation to include the Program Area in which MHS 20 Services fall in its CMHP.

(3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 20 Services by County as part of its CMHP based on the data properly reported in accordance with Section 3., "Special Reporting Requirements" above. Agreement Settlement will not apply to funds awarded for rent subsidy.

b. The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with a "C" in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments 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.

(a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.

(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

1. Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26) Services are mental health services delivered to individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or in the Young Adults in Transition (YAT) program, as specified in Exhibit C, "Financial Assistance Award", and have a mental or emotional disorder posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of mental or emotional disorders. Non-Residential Mental Health Services for Youth & Young Adults in Transition Services include:

a. Care coordination and residential case management services;

b. Vocational and social services;

c. Rehabilitation;

d. Support to obtain and maintain housing (non-JPSRB only);

e. Abuse investigation and reporting;

f. Medication (non-JPSRB only) and medication monitoring;

g. Skills training;

h. Mentoring;

i. Peer support services;

j. Emotional support;

k. Occupational therapy;

l. Recreation;

m. Supported employment;

n. Supported education;

o. Secure transportation (non-JPSRB only);

p. Individual, family and group counseling and therapy;

q. Rent Subsidy (non-JPSRB only); and

r. Other services as needed for individuals at the sole discretion of OHA.

2. Performance Requirements

a. Services to individuals through 25 years of age under the jurisdiction of the JPSRB, or in the YAT program, must be delivered with the least possible disruption to positive relationships, and must incorporate the following:

(1) The rapport between professional and individual will be given as much of an emphasis in service planning as other case management approaches;

(2) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of services and supports across both adolescent and adult systems;

(3) Services will be engaging and relevant to youth and young adults;

(4) Services will accommodate the critical role of peers and friends;

(5) The treatment plan will include a safety component to insure that identity development challenges and boundary issues are not cause for discontinuing service;

(6) The Individual Service and Support Plan will include a specific section addressing services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;

(7) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and

(8) Secured transportation services under the Service Description for MHS 26 will be approved by OHA on a case by case basis.

b. Required non-JPSRB services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures", Subsection b. Approved services may include one or more of the following:

(1) Additional staffing;
(2) Transportation;
(3) Interpreter services;
(4) Medical services and medications;
(5) Rental assistance, room and board, and personal incidental funds; and
(6) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

3. Special Reporting Requirements

a. County shall electronically submit to amhcontract.administrator@state.or.us written summary reports of MHS 26 Services delivered with funds provided through this Agreement within 45 calendar days after the end of each State fiscal year, the earlier of expiration or termination of this Agreement, or termination of County's obligation to include the Program Area in which MHS 26 Services fall in its CMHP, whichever occurs first. Reports must be prepared using forms and procedures prescribed by OHA.

b. All individuals receiving MHS 26 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 26 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 26 lines in which column one will contain an "A" for Part A or "C" for Part C award.

a. The Part A Award financial assistance will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: The Part A awards for MHS 26 Services are intended to be general financial assistance to the County for MHS 26 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 26 Services on a per unit basis, so long as the County offers and delivers MHS 26 Services as part of its CMHP. The total OHA financial assistance for all MHS 26 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for MHS 26 Services as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 26 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, 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, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments or non-delivery of Services identified through MOTS and other reporting requirements in accordance with Section 3., "Special Reporting Requirements" above;

(b) OHA may, upon written request of County, adjust monthly allotments;

(c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 26 Services provided under that line of the Financial Assistance Award;

(d) OHA is not obligated to provide financial assistance for any MHS 26 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 26 Services, or termination of County's obligation to include the Program Area in which MHS 26 Services fall in its CMHP; and

(e) OHA will reduce the financial assistance awarded for MHS 26 Services delivered under a particular line of Exhibit C, "Financial Assistance Award", containing an "A" in column one, by the amount received by a Provider of MHS 26 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

(3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 26 Services by County as part of its CMHP based on the delivery of MH 26 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above. The settlement process will not apply to funds awarded for an approved rent subsidy payment.

b. The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 26 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one, to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments 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.

(a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the fee schedule for Services.

(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

Service Name: **RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 27**

1. Service Description

a. Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27) are mental health services delivered to individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or in the Youth and Young Adults in Transition program. Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27) are:

(1) Services delivered on a 24-hour basis to individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a danger to themselves or others or who otherwise require long-term care to remain in the community; and

(2) Delivered only to those individuals who the OHA's Young Adult Service Delivery Team determines are unable to live independently without supervised intervention, training, or support.

b. The specific MHS 27 Services delivered to an individual are determined based upon an individualized assessment of care and treatment needs and are intended to promote the well being, health, resiliency and recovery of the individual through the availability of a wide range of residential service options.

c. MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:

(1) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;

(2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;

(3) Money and household management;

(4) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;

(5) Provision of care including assumption of a responsibility for the safety and well-being of the individual;

(6) Administration, supervision and monitoring of prescribed and non-prescribed medication, and client education on medication awareness;

(7) Provision or arrangement of routine and emergency transportation;

(8) Developing skills to self manage emotions;

(9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;

(10) Management of physical or health problems including, but not limited to, diabetes and eating disorders;

(11) Skill training;

(12) Mentoring, peer delivered services and peer support services;

(13) Positive use of leisure time and recreational activities;

(14) Supported education;

(15) Supported employment;

(16) Occupational therapy; and

(17) Recreation.

2. **Performance Requirements**

OHA's Young Adult Service Delivery Team or its designee shall provide direction to the Provider regarding the prioritization of individuals for admission.

Services to Youth and Young Adults in Transition shall be delivered with the least possible disruption to positive relationships, and shall incorporate the following:

a. The rapport between professional and individual will be given as much of an emphasis in service planning as other case management approaches;

b. Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of services and supports across both adolescent and adult systems;

c. Services will be engaging and relevant to Youth & Young Adults in Transition;

d. Services will accommodate the critical role of peers and friends;

e. The individual service and support plan will include a safety component to insure that identity development challenges and boundary issues are not cause for discontinuing service; and

f. The individual service and support plan will include a specific section addressing services and supports unique to the developmental progress of Youth & Young Adults in Transition including school completion, employment, independent

living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention.

Services to JPSRB Youth and Young Adults in Transition shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.

3. **Special Reporting Requirements**

a. County shall complete and deliver to OHA the "Personal Care Data Form For Residential Facilities" for any individual receiving MHS 27 Services funded through this Agreement when the individual is transferred to another residence or facility operated by the Provider, the individual is transferred to another Provider of MHS 27 Services, MHS 27 Services to the individual end, or the payment rate for the individual changes. An individual's payment rate may only be changed after consultation with and approval by OHA.

b. If County has authorized or anticipates authorizing delivery of MHS 27 Services to an individual and wishes to reserve MHS 27 service capacity for that individual for a short period of time when the individual is not actually receiving the Services, the Provider shall submit a written Reserved Service Capacity Payment Request Form and an Agreement amendment request to OHA in accordance with OAR 309-011-0105 through 309-011-0115. If OHA approves the Reserved Service Capacity Payment Request Form and the Agreement amendment request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, Part A, and add funds necessary to make the approved disbursements to reserve the service capacity to the Part A award. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

c. All individuals receiving MHS 27 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 27 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 27 lines in which column one will contain an "A" for Part A or "C" for Part C award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 27 Services provided under a particular line of

Exhibit C, "Financial Assistance Award" containing an "A" in column one from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 27 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 27 Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one, shall not exceed the total funds awarded for MHS 27 Services as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 27 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, 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, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with Section 3., "Special Reporting Requirements" above;

(b) OHA may, upon written request of County, adjust monthly allotments;

(c) Upon amendment to the financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 27 Services provided under that line of the Financial Assistance Award;

(d) OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 27 Services, or termination of County's obligation to include the Program Area in which MHS 27 Services fall in its CMHP; and

(e) OHA will reduce the financial assistance awarded for MHS 27 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one by the

amount received by a Provider of MHS 27 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

(3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 27 Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

The settlement process will not apply to funds awarded for an approved Reserved Service Capacity Payment.

b. The Part C awards does not apply to JPSRB individuals as these services are covered in the Service Description for MHS 30.
The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 27 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments 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.

(a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.

(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

1. Service Description

a. Residential Treatment Services (MHS 28) are:

(1) Services delivered on a 24-hour basis to indigent individuals 18 years of age or older with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a danger to themselves or others or who otherwise require continuing care to remain in the community; and

(2) Services delivered to individuals who the County, in conjunction with OHA, determines are unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an individual are determined based upon an individualized assessment of treatment needs and the development of a plan of care that is intended to promote the well-being, health, and recovery of the individual through the availability of a wide-range of residential service options.

b. MHS 28 Services delivered in Residential Treatment Facilities as defined in OAR 309-035-0105(42), Residential Treatment Homes as defined in OAR 309-035-0260(46), or another licensed setting approved by OHA includes, but are not limited to, the following:

(1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;

(2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;

(3) Management of personal money and expenses;

(4) Supervision of daily living activities and life skills such as training with nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management and using community resources;

(5) Provision of care including assumption of a responsibility for the safety and well-being of the individual;

(6) Administration and supervision of prescribed and non-prescribed medication;

(7) Provision or arrangement of routine and emergency transportation;

(8) Management of aggressive or self-destructive behavior;

(9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and

(10) Management of physical or health problems including, but not limited to, seizures or incontinency.

Financial assistance is dependent upon the individual served meeting defined criteria as cited in OAR 410-172-0600, OAR 410-172-0380 and OAR 309-035-0145. OHA and its designees have the authority to review clinical records and have direct contact with individuals. The County and any Providers shall notify individuals in writing of admission decisions in accordance with OAR 309-035-0145.

2. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for individuals transitioning from the Oregon State Hospital, second priority to referrals for individuals on the Oregon State Hospital wait list and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a Residential Treatment Facility or Secured Residential Treatment Facility in accordance with OAR 309-035-0100 through 309-035-0190, or as a Residential Treatment Home in accordance with OAR 309-035-0250 through 309-035-0460, as such rules may be revised from time to time.

Other required, approved services for civil (non-PSRB) individuals that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursement will be made by invoice in accordance with Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures", Subsection b. Approved services may include one or more of the following:

(1) Additional staffing;
(2) Transportation;
(3) Interpreter services;
(4) Medical services and medications;
(5) Rental assistance, room and board, and personal and incidental funds; and
(6) Non-medically approved services including but not limited to assessment, evaluation, outpatient treatment, and polygraph.

3. Special Reporting Requirements

a. County shall complete and submit an Agreement amendment request to OHA as prescribed by OHA for any individual receiving MHS 28 Services funded through

this Agreement when the individual is transferred to another residence or facility operated by the Provider, the individual is transferred to another Provider of MHS 28 Services, MHS 28 Services being provided to the individual end, or the payment rate for the individual changes. An individual's payment rate may only be changed after consultation with and approval by OHA and only if the MHS 28 Services for that individual are funded from Part A awards as defined in Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" Subsection a.

b. If County has authorized or anticipates authorizing delivery of MHS 28 Services to an individual and wishes to reserve MHS 28 service capacity for that individual for a short period of time when the individual is not actually receiving the Services, County shall submit a written reserved service capacity payment request and an Agreement amendment request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the reserved service capacity payment request and the Agreement amendment request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

c. All individuals receiving Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 28 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit **C**, "Financial Assistance Award", in MHS 28 lines in which column one will contain an "A" for Part A or "C" for Part C award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 28 Services provided under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 28 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 28 Services delivered under a particular line of the Financial Assistance Award,

containing an "A" in column one, shall not exceed the total funds awarded for MHS 28 Services as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, 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, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with Section 3.,"Special Reporting Requirements" above or applicable special conditions;

(b) OHA may, upon written request of County, adjust monthly allotments;

(c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 28 Services provided under that line of the Financial Assistance Award;

(d) OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above 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 financial assistance for MHS 28 Services, or termination of County's obligation to include the Program Area in which MHS 28 Services fall in its CMHP; and

(e) OHA will reduce the financial assistance awarded for MHS 28 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, by the amount received by a Provider of MHS 28 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

(3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this

Agreement between actual OHA disbursements of funds awarded for MHS 28 Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3. "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

b. The Part C awards does not apply to PSRB individuals as these Services are covered in the Service Description for MHS 30. The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one, to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments 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.

(a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the fee schedule for Services.

(b) For non-Medicaid Services, 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 awards for JPSRB non-medically approved services is for the time period as shown only and does not carry forward into following years funding.

Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

1. Service Description

Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB). Services are delivered to individuals who are placed in their identified service area by order of evaluation or conditional release as designated by OHA.

a. Monitoring Services includes:

(1) Assessment and evaluation for the court, and the PSRB or JPSRB of an individual for conditional release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, or for placement on a waiting list for conditional release from OSH, a hospital, or facility designated by OHA, to determine if the individual can be treated in the community, including identification of the specific requirements for the community placement of an individual;

(2) Supervision and Urinalysis Drug Screen consistent with the requirements of the PSRB or JPSRB conditional release order;

(3) Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to conditional release of an individual; and

(4) 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;

(b) Providing interim reports for the purpose of communicating current status of an individual to the PSRB or JPSRB;

(c) Requesting and implementing modifications of conditional release orders;

(d) Revocations of conditional release due to violation(s) of conditional release orders and readmission to OSH;

(e) Responding to Law Enforcement Data System notifications as a result of contact by the individual receiving MHS 30 Services with law enforcement agencies; and

(f) An annual comprehensive review of supervision and treatment services to determine if significant modifications to the conditional release order should be requested of the PSRB or JPSRB.

b. Security and Supervision Services includes:

(1) Security Services are identified in the PSRB or JPSRB conditional release order which are not medically approved services but are required for purposes of individuals and public safety at a rate based on a determination of intensity and risk as identified in the Security Services Matrix located at http://www.oregon.gov/OHA/AMH/pages/tools-providers.aspx.

(2) Other Required, approved services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures", Subsection b. Approved services may include one or more of the following:

(a) Additional staffing;
(b) Transportation;
(c) Interpreter services;
(d) Medical services and medications;
(e) Rental assistance, room and board, and person and incidental funds; and
(f) Non-Medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

2. Performance Requirements

Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160; as such rule may be revised from time to time.

Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-012-0130 through OAR 309-012-0220; as such rules may be revised from time to time.

3. Special Reporting Requirements

a. County shall submit a copy of the conditional release plan for all individuals conditionally released into the community each month no later than 15 calendar days following the month the conditional release occurred.

b. County shall submit, electronically to amhcontract.administrator@state.or.us, a copy of each individual's PSRB or JPSRB monthly progress report no later than 45 calendar days following the month the MHS 30 Services were delivered with funds provided under this Agreement

c. All individuals receiving MHS 30 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 30 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 30 lines in which column one will contain an "A" for Part A or "C" for Part C award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 30 Services identified in a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 30 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 30 Services delivered under a particular line in the Financial Assistance Award, containing an "A" in column one, shall not exceed the total funds awarded for MHS 30 Services as specified in that line in the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, 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, after 30 days (unless parties agreed otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reporting

requirements in accordance with Section 3., "Special Reporting Requirements" above;

(b) OHA may, upon written request of County, adjust monthly allotments;

(c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 30 Services provided under that line of the Financial Assistance Award; and

(d) OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 30 Services, or termination of County's obligation to include the Program Area in which MHS 30 Services fall in its CMHP.

(3) Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 30 Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

b. The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one, to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments 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.

(a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making

disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.

(b) For non-Medicaid Services, 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 awards for JPSRB non-medically approved Services are for the time period as shown only and does not carry forward into following years funding.

Service Name: **ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES**

Service ID Code: **MHS 31**

1. Service Description

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an individual to leave, or avoid placement in, the geriatric treatment units at the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to individuals that are Department of Human Services (DHS), APD service need eligible and who have been deemed eligible by the OHA Enhanced Care Services (ECS) Coordinator. Eligibility criteria includes, but is not limited to, the following:

a. Severe and persistent mental illness or behavioral disorders;

b. Reside in a nursing facility, residential care facility, assisted living facility or foster home operated by a Provider licensed by the DHS APD Division; and

c. Exhibit symptoms and related behaviors requiring a high level of service including, but not limited to:

(1) History of self-endangering behaviors with a likelihood of continued self-endangering behaviors without 24-hour supervision;

(2) Aggressive behavior that could not be managed in a lesser level of care;

(3) Intrusive or sexually inappropriate behavior;

(4) Inability to set and maintain appropriate personal boundaries requiring a high level of management and supervision;

(5) Intractable psychiatric symptoms requiring intensive management, problematic medication needs and ongoing potential adjustments of multiple medications requiring 24-hour supervision;

(6) Documented history of failed community placements; and

(7) Length of stay at a psychiatric hospital and been denied placement in a lesser level of care.

2. Performance Requirements

a. Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155; as such rule may be revised from time to time.

b. Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220; as such rules may be revised from time to time.

c. MHS 31 Services funded through this Agreement may only be delivered to individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility or foster home operated by a Provider that has entered into an agreement with, and licensed by DHS' APD Division to provide services to designated individuals. All individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.

d. If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-019-0220, as such rules may be revised from time to time.

e. County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an individual's medical or psychiatric condition which jeopardizes the placement.

3. Special Reporting Requirements

Providers of MHS 31 Services funded through this Agreement must complete and submit the following forms to OHA in accordance with the instructions in the forms:

a. Monthly Enhanced Care Services Census Report;

b. Enhanced Care Services Referral Outcome Form;

c. ECS Data Base Part I;

d. ECS Data Base Part II; and

e. Enhanced Care Staffing Requirement Report Form.

All individuals receiving MHS 31 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 31 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", on MHS 31 lines in which column one will contain an "A" for Part A or "C" for Part C award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: The Part A awards for MHS 31 Services are intended to be general financial assistance to the County for MHS 31 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 31 Services on a per unit basis, so long as the County offers and delivers MHS 31 Services as part of its CMHP. The total OHA financial assistance for all MHS 31 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 31 Services as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 31 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, 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 awarded for MHS 31 Services provided under that line of the Financial Assistance Award;

(c) OHA is not obligated to provide financial assistance for any MHS 31 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 31 Services, or termination of County's obligation to include the Program Area in which MHS 31 Services fall in its CMHP; and

(d) OHA will reduce the financial assistance for MHS 31 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one by the amount received by a Provider of MHS 26 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

(3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 31 Services by County as part of its CMHP

based on the delivery of MHS 31 Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

b. The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 31 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments 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.

(a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.

(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

1. Service Description

Adult Foster Care Services (MHS 34) are Services delivered to individuals with chronic or severe mental illness who have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or who pose a danger to the health and safety of themselves or others, and who are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer individuals receiving MHS 34 Services. MHS 34 Services are delivered, in part, either by relatives as defined in OAR 309-040-0305(61), referred to herein as Relative Foster Care, or by non-relatives, referred to herein as Non-Relative Foster Care. The purpose of MHS 34 Services is to maintain the individual at his or her maximum level of functioning or to improve the individual's skills to the extent that he or she may live more independently.

MHS 34 Services include, but are not limited to, the following:

a. Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;

b. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress which might necessitate psychiatric hospitalization;

c. Management of personal money and expenses;

d. Supervision of daily living activities and life skills such as training with nutritional wellness, personal hygiene, clothing care and grooming, communication, social skills, health care, household management and using community resources;

e. Provision of care including assuming the responsibility for the safety and well-being of the individual;

f. Administration and supervision of prescribed and non-prescribed medication;

g. Provision or arrangement of routine and emergency transportation;

h. Management of aggressive or self-destructive behavior;

i. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and

j. Management of physical or health problems, including seizures or incontinence.

2. **Performance Requirements**

a. Providers of Non-Relative Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.

b. Prior to commencement of both Relative and Non-Relative Foster Care MHS 34 Services, County shall develop and submit to OHA for review and approval a personal care plan for the individual. After commencement of both Relative and Non-Relative Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the individual in accordance with the individual's personal care plan. County shall complete a new personal care plan annually for each individual receiving MHS 34 Services funded through this Agreement and review each individual's plan at least every 180 calendar days, or as needed, and revise as necessary.

c. County shall assist OHA in licensing and certifying homes providing Non-Relative Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:

(1) For new licenses and certifications: inspection of the homes, and completion and submission to OHA of the following forms, as prescribed by OHA: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (c) any other information necessary for licensing or certifying the residences;

(2) For renewal of existing licenses and certifications: inspection of the homes, and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and

(3) Assistance to currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:

(a) Maintaining and distributing copies of OHA's "Basic Training Course and Self-Study Manual" and associated video tapes; and

(b) Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by County and as required above.

3. **Special Reporting Requirements**

a. All individuals receiving MHS 34 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

b. Enrollments for relative and Non-Relative Foster Care must include the applicable code for 'Living Arrangement' of the individual.

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

OHA provides financial assistance for MHS 34 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit **C**., "Financial Assistance Award", on MHS 34 lines in column one that contains an "A" for Part A or "**C**" for Part C award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 34 Services identified in a particular line of Exhibit C, "Financial Assistance Award" with an "A" in column one from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 34 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 34 Services delivered under a particular line of Exhibit **C**, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 34 Services as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 34 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, 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, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS in accordance with Section 3., "Special Reporting Requirements" above or as required by an applicable Specialized Service Requirement;

(b) OHA may, upon written request of County, adjust monthly allotments;

(c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 34 Services provided under that line of the Financial Assistance Award; and

(d) OHA will reduce the financial assistance awarded for MHS 34 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one by the amount received, by a Provider of MHS 34 Services, as payment

of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

(3) Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 34 Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3., "Special Reporting Requirements" or as required in an applicable Specialized Service Requirement.

b. The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 34 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments 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.

(a) For Medicaid eligible individuals, County shall attach a copy of the plan of care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the fee schedule for Services.

(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.

Service Name: **OLDER/DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

1. **Service Description**

Older/Disabled Adult Mental Health Services (MHS 35) are:

a. If Specialized Service Requirement 35A applies, specialized geriatric mental health services delivered to older/disabled adults with mental illness, as such services are further described in the Specialized Service Requirement MHS 35A; or

b. If Specialized Service Requirement 35B applies, residential services delivered to older/disabled individuals with severe and persistent mental illness, as such services are further described in the Specialized Service Requirement MHS 35B.

2. **Performance Requirements**

a. Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award" containing a "35A" in column 8, may only be expended on MHS 35 Services as described in the Specialized Service Requirement MHS 35A.

b. Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award" containing a "35B" in column 8 may only be expended on MHS 35 Services as described in the Specialized Service Requirement MHS 35B.

3. **Special Reporting Requirements**

a. Using forms and procedures prescribed by OHA, County shall submit summary financial and program narrative reports on its delivery of MHS 35 Services that are supported with funds provided through this Agreement that are subject to Specialized Service Requirements 35A and 35B. The reports must be submitted electronically to amhcontract.administrator@state.or.us within 45 calendar days following the end of each fiscal quarter, or portion thereof, of September 30th, December 31st, March 31st, and June 30th, through the life of this Agreement.

b. All individuals receiving MHS 35 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

a. Calculation of Financial Assistance: The funds awarded for MHS 35 Services are intended to be general financial assistance to the County for MHS 35 Services with funds provided through this Agreement. The total OHA financial assistance for all MHS 35 Services delivered under a particular line of Exhibit C, "Financial

Assistance Award", shall not exceed the total funds awarded for MHS 35A and MHS 35B Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 35A and MHS 35B Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, upon written request of County, adjust monthly allotments; and

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 35A and MHS 35B Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 35A and MHS 35B Services by County as part of its CMHP based the delivery of MHS 35A and MHS 35B Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Service Name: **MHS SPECIAL PROJECTS**

Service ID Code: **MHS 37**

1. Service Description

MHS Special Projects (MHS 37) are Mental Health Services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time. Each special project is specifically described in a separate exhibit to this MHS 37 Service Description, which exhibits are incorporated herein by this reference. When Exhibit C, "Financial Assistance Award" contains a line awarding funds for MHS 37 Services that line will contain a special condition specifying what special project exhibit to this MHS 37 Service Description applies.

2. Performance Requirements

See specific special project exhibits, if any, to this MHS 37 Service Description.

3. Special Reporting Requirements

See specific special project exhibits, if any, to this MHS 37 Service Description.

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

See specific special project exhibits, if any, to this MHS 37 Service Description.

Even if the Financial Assistance Award awards funds for MHS 37 Services, OHA shall have no obligation to disburse any funds or provide financial assistance through this Agreement for any MHS 37 Services (even if funds therefore are disbursed to County) unless a corresponding special project exhibit describing the project is attached to this Service Description.

EXHIBIT MHS 37 - Mental Health Promotion and Prevention
to MHS 37 Service Description
MHS Special Project

1. **Service Description**

MHS 37-Mental Health Promotion and Prevention is focused on changing common influences on the development of individuals across their lifespan, reducing risk factors and increasing protective factors.

MHS 37-Mental Health Promotion and Prevention is designed to target universal, selected and indicated populations based on risk.

The focus of MHS 37-Mental Health Promotion and Prevention is on change for populations of individuals who have one or more personal or environmental characteristics in common.

2. **Performance Requirements**

County shall provide all MHS 37-Mental Health Promotion and Prevention Services provided with funds through this Agreement in accordance with its OHA Addictions and Mental Health approved plan for Mental Health Promotion and Prevention Project 2015-2017, which is hereby incorporated into this Agreement by this reference and can be located at http://www.oregon.gov/oha/amh/Pages/contracts.aspx.

3. **Special Reporting Requirements**

MHS 37-Mental Health Promotion and Prevention Service activity shall be captured by submitting semi-annual expenditure and service reports to OHA as indicated at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx. Reports shall be submitted electronically to amhcontract.administrator@state.or.us.

The reporting schedule for Service activities and expenditures is as follows during the term of this Agreement:

For Services Provided:	Report Due:
January 1st through June 30th	August 15th
July 1st through December 31st	February 16th

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

a. Calculation of Financial Assistance: The funds awarded for MHS 37-Mental Health Promotion and Prevention Services are intended to be general financial assistance to County for MHS 37-Mental Health Promotion and Prevention Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-Mental Health Promotion and Prevention Services on a per unit basis, so long as the County offers and delivers MHS 37-Mental Health Promotion and Prevention Services as part of its CMHP. The total OHA financial

assistance for all MHS 37-Mental Health Promotion and Prevention Services delivered under a particular line of Exhibit C, "Financial Assistance Award" shall not exceed the total funds awarded for MHS 37-Mental Health Prevention and Promotion Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 37-Mental Health Promotion and Prevention Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with Section 3., "Special Reporting Requirements" above;

(2) OHA may, upon written request of County, adjust monthly allotments; and

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37-Mental Health Promotion and Prevention Services provided under that line of the Financial Assistance Award.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 37-Mental Health Promotion and Prevention Services by County as part of its CMHP based on the delivery of MHS 37-Mental Health Promotion and Prevention Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Exhibit MHS 37-Peer Delivered Services (PDS)
to MHS 37 Special Projects Service Description

1. Service Description

This MHS 37-Peer Delivered Services special project will assist the establishment or expansion of Peer Delivered Services in a specified geographic area for the period of this Agreement. Peer Delivered Services or "PDS" means an array of agency or community-based services and supports provided by peers, and peer support specialists, to individuals or family members with similar lived experience, that are designed to support the needs of individuals and families as applicable.

Peer support specialists are experientially credentialed individuals who have successfully engaged in their own personal recovery and demonstrate the core competencies for peer support specialists as defined by OHA's Addictions and Mental Health Division (AMH). Peer support specialists shall deliver PDS under the supervision of a qualified Clinical Supervisor, and demonstrate completion of core curricula approved by OHA's AMH including agreement with the ethics requirement.

2. Performance Requirements

County shall use the funds awarded through this Agreement for MHS 37-Peer Delivered Services special project to implement PDS in a manner that benefits individuals with mental health conditions.

3. Special Reporting Requirements

County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly reports within 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Quarterly reports must be prepared using forms and procedures prescribed by OHA and include the following information:

a. Amount of funds spent as of the end of the reporting period;

b. Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;

c. Number of individuals with mental health conditions who were trained or received PDS during the reporting period; and

d. Outcome measures to include:

   (1) Shortened psychiatric hospital stays or reduced admissions to the emergency department due to psychiatric crisis;

   (2) Improved ability to work towards recovery or establish a recovery plan;

   (3) Reduced crisis events;

   (4) Improved quality of life as identified by the individuals receiving Services;

(5) Increased ability to advocate for themselves; and

(6) Increase in a social support system.

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

OHA provides financial assistance for MHS 37 - Peer Delivered Services through Part A awards. The Award is set forth in Exhibit C, "Financial Assistance Award', in MHS - 37 Peer Delivered Services lines in which column one will contain an "A" for Part A award.

The Part A Award financial assistance will be calculated, disbursed and settled as follows:

a. Calculation of Financial Assistance: The Part A awards for MHS 37 – Peer Delivered Services are intended to be general financial assistance to the County for MHS 37 – Peer Delivered Services. Accordingly, OHA will not track delivery of MHS 37 – Peer Delivered Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 37 – Peer Delivered Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 37 - Peer Delivered Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 37 – Peer Delivered Services provided under a particular line of the Financial Assistance Award containing an "A" in column one to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, upon written request of County, adjust monthly allotments;

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37 - Peer Delivered Services provided under that line of the Financial Assistance Award; and

(3) OHA is not obligated to provide financial assistance for any MHS 37 – Peer Delivered Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37 - Peer Delivered Services, or termination of County's obligation to include the Program Area in which MHS 37 – Peer Delivered Services fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to confirm the implementation of MHS 37 – Peer Delivered Services based on the delivery of MHS 37 – Peer Delivered Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Exhibit MHS 37-Parent Child Interaction Therapy (PCIT)
to MHS 37 Service Description
MHS Special Projects

1. Service Description

MHS 37-Parent Child Interaction Therapy is intended to meet the goals of the Oregon Early Learning System as described in ORS 417.727 and to serve children ages 2 through 7 and their parents when the children have significant social, emotional or behavioral disorders. The funds provided through this Agreement for MHS 37-Parent Child Interaction Therapy are for the purpose of supporting the infrastructure in Parent Child Interaction Therapy (PCIT) or other OHA approved evidence based practice. Funding may also be used to serve children in this age group in need of these Mental Health Services who are not Medicaid eligible and who have no other resources to pay for services.

All Services delivered under this Agreement as part of this special project must:

a. Be provided in a culturally competent manner, including sensitivity to family, language, race and ethnicity;

b. Implement the evidence based practice PCIT in appropriate clinic space using appropriate PCIT tools, with fidelity review by OHA or an OHA approved entity, and provision of services to families;

c. Demonstrate outreach to and access by identified ethnic, linguistic or cultural minorities; and

d. Demonstrate collaboration with early learning hubs and other early childhood serving partners;

County shall work with OHA identified trainer(s) to certify two or more mental health clinicians in PCIT, and at least one of these clinicians shall be from an OHA identified ethnic, cultural or linguistic population, or have experience with the population.

2. Performance Requirements

Providers of MHS 37-Parent Child Interaction Therapy Services shall:

a. Coordinate, collaborate, and otherwise participate actively in regularly scheduled meetings with the local Oregon Early Learning Systems, primary care service providers, and local referral sources for families with the empirically demonstrated risk factors that include:

   (1) A combination of demographic, child, family, and environmental risks such as single parent; receiving public assistance; lack of employment, current education or job training; being a teen parent; or lack of school diploma or general equivalency diploma (GED);

(2) Children with the known circumstances to place them at risk, including placement in foster care; having an incarcerated parent; or homelessness;

(3) Children whose parents have factors known to place children at risk, including parental mental health issues; depression; substance abuse; and domestic violence; and

(4) Other referral sources for families who are not eligible for Services through the Oregon Health Plan.

b. Collaborate to develop and implement plans with members from an OHA identified cultural, ethnic or linguistic minority community and a family-run organization to link and retain family members from the OHA identified population and other appropriate groups with PCIT Services;

c. Provide planning, outreach and implementation of culturally, linguistically and ethnically appropriate PCIT Services;

d. Implement any necessary incentives to engage and maintain families in treatment;

e. Develop information and referral processes for family members to the local community support organizations;

f. Establish and maintain information pertinent to fidelity reviews including:

(1) Content and hours of clinician training, support and supervision. The training guidelines are disseminated by the National PCIT Training Committee and posted on the PCIT International website located at http://pcit.phhp.ufl.edu;

(2) Evidence of data-driven treatment decisions and the development of performance expectations through the use of the Eyberg Child Behavior Inventory, the Dyadic Parent-Child Interaction Coding System, and the Parenting Stress Index-Short Form;

(3) Use of current PCIT manuals and protocols for implementing the practice; and

(4) Developing and maintaining appropriate clinic space, one-way mirrors, equipment, and toys for the children.

g. Participate in one or more fidelity reviews by OHA or an OHA-approved external entity and implement required changes; and

h. Collaborate to develop an Annual Oregon PCIT conference, and support the implementation of state and local systems of care and other behavioral health cross systems projects.

3. Special Reporting Requirements

a. Each Provider of MHS 37-Parent Child Interaction Therapy Services shall electronically submit to amhcontract.administrator@state.or.us written quarterly reports no later than 45 calendar days after the end of each subject quarter using forms and procedures prescribed by OHA.

Quarterly reports shall include the following:

(1) Completion of the reporting form developed by OHA in conjunction with County PCIT Providers, that includes child, family and progress data;

(2) Narrative describing project accomplishments and challenges;

(3) Two case examples describing child behaviors, family challenges and changes accomplished through implementation of PCIT, and noteworthy skill development noticed by clinicians;

(4) Names of therapists in training and trained, including the following information:

(a) Identified ethnic, cultural or linguistic population, or those with experience with the population and other specialties;

(b) Therapists National Provider Identification (NPI) registry numbers and contact information; and

(c) Training dates.

(5) Annual budget expenditures.

b. Providers shall prepare and submit electronically to amhcontract.administrator@state.or.us written annual summary reports of project accomplishments and challenges and a narrative interpretation of project data on outcomes, including fidelity review outcomes, no later than 45 calendar days after the end of each subject fiscal year using forms and procedures prescribed by OHA.

c. All individuals receiving MHS 37-Parent Child Interaction Therapy with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 37-Parent Child Interaction Therapy Services through Part A awards. The award is set forth in Exhibit C, "Financial

Assistance Award", in MHS 37-Parent Child Interaction Therapy lines in which column one will contain an "A" for Part A award.

a. Calculation of Financial Assistance: The Part A awards for MHS 37-Parent Child Interaction Therapy Services are intended to be general financial assistance to the County for MHS 37-Parent Child Interaction Therapy Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-Parent Child Interaction Therapy Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 37-Parent Child Interaction Therapy Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing and "A" in column one, shall not exceed the total funds awarded for MHS 37-Parent Child Interaction Therapy Services as specified in that line of the Financial Assistance Award.

b. Disbursement of Funds: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 37-Parent Child Interaction Therapy Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through the quarterly reports or failure to provide Services to fidelity in accordance with Section 3., "Special Reporting Requirements" above;

(2) OHA may, after 30 days (unless parties agree otherwise) written notice to County, adjust monthly allotments to meet cash flow requirements for continued delivery of MHS 37-Parent Child Interaction Therapy described herein;

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37-Parent Child Interaction Services provided under that line of the Financial Assistance Award; and

(4) OHA is not obligated to provide financial assistance for any MHS 37-Parent Child Interaction Therapy Services not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37-Parent Child Interaction Services, or termination of County's obligation to include the Program Area in which MHS 37-Parent Child Interaction Services fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein by County as part of its CMHP and satisfaction of the mimimum performance requirements in accordance

with Section 2., "Performance Requirements" based on the delivery of MHS 37-Parent Child Interaction Services as properly reported in accordance with Section 3., "Special Reporting Requirements" above.

Exhibit MHS 37-Start-Up
to MHS 37 Service Description
MHS Special Project

1. **Service Description**

The funds awarded for this special project MHS 37-Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award". For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve Mental Health Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37-Start-Up may not be used for real property improvements of $5,000 and above. When OHA funds in the amount of $5,000 and above are to be used for purchase or renovation of real property, County shall contact the Community Housing, Employment & Supports Unit of OHA and follow procedures as prescribed by that unit.

MHS 37-Start-Up funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-Up expenditures as described in Exhibit J that will be needed to provide the Services planned and delivered at the specified site(s).

2. **Performance Requirements**

The funds awarded for MHS 37-Start-Up may be expended only in accordance with Exhibit J, "Start-Up Procedures", which is incorporated herein by this reference.

3. **Special Reporting Requirements**

a. County shall prepare and electronically submit reports to OHA at amhcontract.administrator@state.or.us on the expenditure of the funds awarded for MHS 37-Start-Up and any special conditions which are specified in the Financial Assistance Award. The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit J, "Start-Up Procedures"

b. When OHA Start-Up funds in the amount of $1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County shall forward a copy of the title registration

application showing OHA's Addictions and Mental Health Division as the security interest holder to OHA within five calendar days of the acquisition from the seller. File Security Interest Holder information with DMV as follows:

Oregon Health Authority
Addictions and Mental Health Division
Attention: Agreement Administrator
500 Summer Street NE, E86
Salem, Oregon 97301

Vehicles costing $1,000 or more must be used to provide the Service for which OHA approved the Start-Up funds awarded. Dedicated use must continue for the useful life of the vehicle or five years, whichever is less.

The following steps describe the process for removal of liens:

(1) To release a vehicle title on which OHA is listed security interest holder, County shall make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

(2) If approved, the original title is signed off by OHA and forwarded to the County.

c. The following circumstances require special written authorization from OHA prior to acquisition when using Start-Up funds awarded. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

(1) Acquisition of real property, vehicles, or capital items pursuant to a Lease;

(2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition;

(3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

(4) A change in the intended use of Start-Up funds awarded or a change in the amount or date of anticipated acquisition indicated on County's request for disbursement of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

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

a. Financial Assistance Calculation: OHA will provide financial assistance for MHS 37-Start-Up from funds identified in a particular line of Exhibit C, "Financial Assistance Award", in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit J, "Start-Up Procedures". The total OHA financial assistance for all MHS 37- Start-Up

activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 37-Start-Up as specified in that line of the Financial Assistance Award.

b. Disbursement of Financial Assistance:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the funds awarded for MHS 37-Start-Up in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Form", as described in and in accordance with Exhibit J, "Start-Up Procedures".

(a) County shall keep a copy of all requests for payment using the Start-Up Request & Expenditure Form.

(b) County shall keep a copy of all expenditure reports for Start-Up Services using the Start-Up Request & Expenditure Form. County is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports, which must include the following

(i) The amount advanced;

(ii) The amount expended on each allowable category, and the amount expended on each item listed for items needing special written approval authorization; and

(iii) Copies of all Provider Contracts awarding Start-Up payments. Such Provider Contracts must require Providers to execute dedicated use contracts and other security documentation as required in this MHS 37-Start-Up Exhibit.

(c) Each County shall maintain supporting documentation for all expenditures (i.e., receipts).

(2) OHA is not obligated to disburse any MHS 37-Start-Up expenditures that are not properly reported to OHA using forms prescribed by OHA and procedures contained in Exhibit J, "Start-Up Procedures" within 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37 Services, or termination of County's obligation to include the Program Area in which MHS 37 Services fall in its CMHP.

(3) Funds will be awarded for actual allowable expenses up to the limit approved in the Start-Up & Expenditure Inventory Form.

(4) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

c. Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 37-Start-Up and amounts due for MHS 37-Start-Up based on actual allowable expenditures incurred in accordance with this MHS 37-Start-Up Exhibit and Exhibit J, "Start-Up Procedures".

County shall submit all Start-Up Request & Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 30 calendar days after the expiration or termination date of this Agreement shall not be accepted or owed by OHA.

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up disbursements as follows:

(1) Bill the County for subject re-payment;

(2) Following 30 calendar days' non-response to the billing, initiate a payment reduction schedule against any current payments or advances being made to County; or

(3) Take other action needed to obtain payment.

Exhibit MHS 37-Supported Education Services
to MHS 37 Service Description
MHS Special Projects

1. Service Description

Supported Education Services (MHS 37-Supported Education Services) is to help people with serious mental health illness meet their education and recovery goals to become gainfully employed through participation in an education program (i.e. Adult High School Diploma, GED program, or postsecondary education).

2. Performance Requirements

County shall use the funds provided through this Agreement for this special project to provide Supported Education Services to adults with serious mental health illness by adhering to the fidelity model. County shall provide such Services as follows:

a. Provide Supported Education Services to a minimum of 20 individuals with serious mental health illness per quarter; and

b. Place a minimum of 30% of the individuals identified in Paragraph 2.a. above in an educational setting.

County acknowledges that County's performance of the Services is essential to OHA's ability to conduct its duties.

3. Special Reporting Requirements

County shall electronically submit to amhcontract.administrator@state.or.us written quarterly summary reports on the delivery of MHS 37-Supported Education Services funded in whole or in part with funds provided through this Agreement no later than 45 calendar days following the end of each September, December, March, and June using forms and procedures prescribed by OHA.

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

OHA provides financial assistance for MHS 37-Supported Education Services through Part A awards. The Award is set forth in Exhibit C, "Financial Assistance Award", in MHS 37 lines in which column one will contain an "A" for Part A award.

The Part A awards will be calculated, disbursed, and settled as follows:

a. Calculation of Financial Assistance: The Part A awards for this special project are intended to be general financial assistance to the County for the MHS 37-Supported Education Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-Supported Education Services or services capacity on a per unit basis except as necessary to verify that

the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 37-Supported Education Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 37-Supported Education Services as specified in that line of the Financial Assistance Award.

b. 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 awards for MHS 37-Supported Education Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, upon written request of County, adjust monthly allotments;

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37-Supported Education Services provided under that line of the Financial Assistance Award; and

(3) OHA is not obligated to provide financial assistance for any MHS 37-Supported Education Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37-Supported Education Services, or termination of County's obligation to include the Program Area in which MHS 37-Supported Education Services fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 37-Supported Education Services, under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and satisfaction of the minimum Performance Requirements in accordance with Section 2., "Performance Requirements" above, based on data properly reported in accordance with Section 3., "Special Reporting Requirements".

Exhibit MHS 37- Young Adult Hub Programs (YAHP)
to MHS 37 Special Projects Service Description
MHS Special Projects

1. Service Description

Young Adult Hub Programs are an array of agency or community-based services and supports provided to young adults 14 through 24 years of age with mental health conditions who:

a. have been chronically involved in state systems of mental health care and who are in need of intensive community supports; and

b. whose mental health diagnosis is impacting their ability to be successful in age appropriate activities, or has led to interface with the criminal justice system, and

c. are unlikely to access services through an outpatient program or are not clinically appropriate for other services such as Assertive Community Treatment or Early Assessment and Support Alliance services.

Young adults who are served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Program, and Young Adults in Transition residential programs will be prioritized for admission to Young Adult Hub programming. This special project is for services such as outreach, engagement, and community supports. These services may be used to serve and support young adults who are not Medicaid eligible and who have no other resources to pay for services.

2. Performance Requirements

County shall use the funds awarded through this Agreement to implement the MHS 37-YAHP project to the target population described in Section 1,. "Service Description" above for the following services:

a. Provide outreach, engagement, recovery oriented, young adult centered planning and creation of social support systems;

b. Provide peer support services that are provided by young adult peers, particularly for young adults who are disengaged or reluctant to access services;

c. Once the young adult expresses interest in participating in MHS 37-YAHP services, County shall assist the young adult in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation of outside supports and services, and family finding through the use of a family finding service, among others.

d. Because of the high number of homeless youth who identify as lesbian, gay, bisexual or transgender (LGBT), expertise with this population and connections to the LGBT resources will be a required component of MHS 37-YAHP services.

e. YAHP sites are expected to participate in a YAHP Learning Collaborative in partnership with other YAHP partners around the state. Participation in this statewide learning collaborative may also require participation in training and technical assistance designated by OHA and endorsed by the YAHP Learning Collaborative.

A YAHP Learning Collaborative is representative of all of the YAHP sites and key partners gathering monthly to identify success and concerns, and with the primary goal of improving the services and the systems of care for Young Adults in Transition.

f. YAHP services shall incorporate at least the philosophy and ideally the practice of the Transition to Independence Process (TIP) Model of support for Young Adults in Transition.

The TIP model is an evidence-supported practice based on published studies that demonstrate improvements in real-life outcomes for youth and young adults with emotional and behavioral difficulties. The TIP model is operationalized through seven guidelines that drive practice-level activities with young people and provide a framework for program and community systems to support, facilitate, and sustain this effort (Clark & Foster-Johnson, 1996; Clark, Deschenes, & Jones, 2000; Clark & Unruh, 2009). Please refer to the TIP model guidelines as follows:

(1) Engage young people through relationship development, person-centered planning, and a focus on their futures.
(2) Tailor services and supports to be accessible, coordinated, appealing, non-stigmatizing, and developmentally-appropriate and building on strengths to enable the young people to pursue their goals across relevant transition domains.
(3) Acknowledge and develop personal choice and social responsibility with young people.
(4) Ensure a safety net of support by involving a young person's parents, family members, and other informal and formal key players.
(5) Enhance young persons' competencies to assist them in achieving greater self-sufficiency and confidence.
(6) Maintain an outcome focus in the Young Adult Hub Program at the young person, program, and community levels,
(7) Involve young people, parents, and other community partners in the services and the system at the practice, program, and community levels.

3. Special Reporting Requirements

a. Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly reports no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

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

(1) Number of young adults served and their demographic information;

(2) Levels of utilization of the TIP model within the program;

(3) Measure outcomes on the young adults prior to admission in the YAHP program, quarterly, and upon discharge in order to determine whether there is an increase or decrease in the following domains:

(a) Employment and career;

(b) Education;

(c) Living situation;

(d) Personal effectiveness and wellbeing;

(e) Community and life functioning; and

(f) Reduction in acute care services.

b. Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us a written summary report for the entire term of this Agreement, no later than 45 calendar days following the expiration date of this Agreement for which financial assistance is awarded.

c. All individuals receiving MHS 37-Young Adult Hub Programs services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

a. OHA provides financial assistance for MHS 37-YAHP services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award", in MHS 37-YAHP lines in which column one will contain an "A" for Part award.

(1) The Part A awards will be calculated, disbursed, and settled as follows:

(a) Calculation of Financial Assistance: The Part A awards for MHS 37-YAHP are intended to be general financial assistance to the County for this special project with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-YAHP services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above and the utilization requirements as set forth in the special condition specified as identified in that line of Exhibit C, "Financial Assistance Award", have been met. The total OHA financial assistance for all MHS 37-YAHP services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards MHS 37-YAHP services provided under a particular line of the Financial Assistance Award containing an "A" in column one, 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 awarded for MHYS 37-YAHP services provided under that line of the Financial Assistance Award;

(c) OHA may, after 30 days (unless parties agree otherwise) written notice to County, suspend future monthly allotments pending receipt of complete and accurate quarterly reports in accordance with Section 3., "Special Reporting Requirements" and acceptable progress toward the utilization requirements as set forth in a special condition on that line of Exhibit C, "Financial Assistance Award";

(d) OHA reserves the right to reduce funding for MHS 37-YAHP services based on progress toward project implementation and number of individuals served as reported in accordance with Section 3., "Special Reporting Requirements" above; and

(e) OHA is not obligated to provide financial assistance for any MHS 37-YAHP services delivered to individuals who are not properly

reported in accordance with section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37YAHPservices, or termination of County's obligation to include the Program Area in which MHS 37YAHPservices fall in its CMHP.

(3) Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project as described herein based on data properly in accordance with section 3., "Special Reporting Requirements" above.

Exhibit MHS 37 - Community Behavioral and Mental Health Services to MHS 37 Service Description
MHS Special Projects

1. Service Description

Promotion, prevention, early identification and intervention of conditions that lead to behavioral and mental health conditions represent the array of interventions supported by this special project. This focus will lead to improved outcomes and enhanced healthcare experiences for individuals as well as reduce overall expenditures.

County will have the flexibility to allocate the funds to meet community needs and statutory requirements. 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 under this special project.

Based upon the source of the funds shown in Exhibit C, "Financial Assistance Award", County shall prioritize persons to be served in accordance with ORS 430.644, federal Mental Health grants, and OAR 309-019-0135.

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

System design and oversight structure must include:

a. Planning;

b. Implementation;

c. Monitoring;

d. Evaluation of Services and supports; and

e. Involvement in activities that focus on:

   (1) Resource allocation;

   (2) Outcomes;

   (3) Quality improvement; and

   (4) Advisory councils.

2. Performance Requirements

a. Definitions: as used in this special project, the following words shall have the indicated meaning:

(1) "Severe and Persistent Mental Illness" or "SPMI means individuals, age 18 or older, with diagnostic profiles as described below:

(a) Schizophrenia and Other Psychotic Disorders: diagnosis codes 295.xx – 297.3 – 298.8 – 298.9 Major Depression and Bi-Polar Disorder: diagnosis code 296.xx Anxiety Disorders: diagnosis codes 300.3 – 309.81 Schizotypal Personality Disorder: diagnosis code 301.20 Borderline Personality Disorder: diagnosis code 301.83; or

(b) The individual has one or more mental ilhiesses recognized by the Diagnostic and Statistical Manual of Mental Disorders, 4th Edition, excluding substance abuse and addiction disorders, and a Global Assessment of Functioning score of 40 or less, that results from such illnesses.

(2) "Individualized Placement and Support Framework" or "IPS Framework" means an evidence-based practice focused on supported employment and which has its own fidelity indicators.

(3) "Psychosis Risk Syndrome" means a state of heightened risk for development of acute psychosis involving symptoms consistent with psychosis but with preserved insight. Assessment of Psychosis Risk Syndrome requires completion of the Structured Interview for Psychosis Risk Syndromes by a qualified mental health provider certified in the use of the tool.

b. County shall provide the following Services, subject to availability of funds. Services may be reduced commensurate with reductions in funding by OHA:

(1) Behavioral Health Promotion and Prevention:

(a) Behavioral Health Promotion and Prevention is distinct from treatment.

(b) Behavioral Health Promotion and Prevention is focused on changing common influences on the development of individuals across their lifespan, reducing risk factors, and increasing protective factors.

(c) Behavioral Health Promotion and Prevention is designed to target universal, selected and indicated populations based on risk.

(d) Behavioral Health Promotion and Prevention must incorporate the Strategic Prevention Framework (SPF) promoted by the Substance Abuse and Mental Health Services Administration (SAMHSA) (www.samhsa.gov). The SPF provides an effective, comprehensive prevention process and a common set of goals to be adopted and integrated at all levels. This process is built upon state and local data assessment, building capacity, development of a

comprehensive strategic plan, implementation of evidence-based strategies, and evaluation of work.

(e) The SPF takes a public health approach to prevent community problems. The focus is on change for entire populations, collections of individuals, who have one or more personal or environmental characteristics in common. Population-based public health considers an entire range of factors that determine health.

(f) The SPF strives to infuse data in decisions made across all steps. Deliberate processes to collect, analyze, interpret, and apply lessons from data will drive state prevention efforts.

(2) Outreach (Case Finding), Early Identification and Screening, Assessment and Diagnosis:

(a) Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services.

(b) Early Identification and Screening: Conduct periodic and systematic methods that identify individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in County's 2015-2017 Plan or RHIP.

(c) Assessment and Diagnosis: Perform multidimensional biopsychosocial assessment as appropriate in accordance with OAR 309-019-0135 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions.

i. Use standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture and language.

ii. Apply OHA approved, standardized level of care tools for individuals with severe and persistent mental illness at intervals prescribed by OHA.

iii. Apply OHA approved, standardized level of service intensity determination tools at a frequency prescribed by OHA for children receiving Intensive Community-Based Treatment and Support Services or Intensive Treatment Services.

iv. Identify individuals who need intensive care coordination.

(3) Initiation and Engagement: Promote initiation and engagement of individuals receiving services and supports which may include but are not limited to:

(a) Brief motivational counseling; and

(b) Supportive services to facilitate participation in ongoing treatment.

(4) Therapeutic Interventions:

(a) General Community Based Services which may include:

i. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the individual;

ii. General outpatient services;

iii. Medication Management for mental health disorders;

iv. Meaningful individual and family involvement; and

v. Services provided by peers. The County is required to make available services and supports delivered by peers. If the County lacks these services and supports, the County is encouraged to develop a plan to expand the array of services and supports provided by peers in a manner that is consistent with their Plan or RHIP and in consultation with OHA.

(b) Provide crisis services including but not limited to 24 hours a day, seven days a week screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested.

(c) Provide mobile crisis services, which are crisis services delivered in a person's home, a public setting, in a school, in a residential program, or in a hospital to enhance community integration.

Mobile crisis services may include:

i. Mental health crisis assessment;

ii. Brief crisis intervention;

iii. Assistance with placement in crisis respite or residential services;

iv. Initiation of civil commitment process if applicable;

v. Assistance with hospital placement; and

vi. Connecting individual with ongoing services and supports.

(d) Provide pre-commitment services, which includes but is not limited to, the following:

i. Pre-commitment investigation;

ii. Treatment planning and referral; and

iii. Adherence to the individual's rights through all legal proceedings.

(e) Provide Acute Care Services in accordance with ORS 430.630 and ORS 426.241. Except as provided by ORS 426.241(1), which states that "[t]he county is responsible for the cost when state funds available therefore are exhausted," County need only provide services up to the funding amount outlined in the document found at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx.

Acute Care Services shall be provided to:

i. An individual in need of emergency hold services under ORS 426.232 and ORS 426.233.

ii. An individual committed to the Oregon Health Authority under ORS 426.130.

iii. An individual voluntarily seeking crisis services provided that service capacity is available and the individual satisfies one or more of the following criteria:

A. The individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric services; or

B. The individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of inpatient psychiatric treatment may provide stabilization; or

C. The individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.

(f) Provide Secured Transport.

(g) Provide Supported Employment (SE) services in a manner that is consistent with fidelity standards established in OAR 410-172-0440 through 410-172-0510 and is consistent with County's Plan or RHIP. If County lacks qualified Providers to deliver SE services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for individuals to access SE services. The SE services must be provided by Providers meeting the SE services fidelity scale standards located at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx.

(h) Provide Assertive Community Treatment (ACT) services in a manner that is consistent with fidelity standards established in OAR 410-172-0480 through 410-172-0510 and is consistent with County's Plan or RHIP. If County lacks qualified Providers to deliver ACT services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for individuals to access ACT services. The ACT services must be provided by Providers meeting ACT fidelity scale standards located at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx.

(i) Provide Early Assessment and Support Alliance (EASA) services in a manner that is consistent with fidelity standards established by OHA, the County's Plan or RHIP, and which incorporate the following:

i. Assess individuals to determine if EASA services and supports are appropriate;

ii. Provide services with the individual's engagement and choice;

iii. EASA services are to be provided to targeted young adults aged 15 through 24 whom:

A. Have an IQ of 70 or above;

B. Have not received treatment for a psychotic illness prior to the last 12 months or for whom the duration of symptoms has not been longer that 12 months; and

C. Have Psychosis Risk Syndrome or psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.

EASA services shall also include:

iv. Rapid access to psychiatric and counseling services;

v. Education about causes, treatment, and management of psychosis;

vi. Coaching on rights regarding access to employment, school, housing, and additional resources;

vii. Family psycho-education and support groups;

viii. Support for vocational education and independent living goals consistent with IPS framework;

ix. Access to local teams including licensed medical professionals (psychiatrists or psychiatric nurse

practitioners), clinical case managers, supported employment specialists, and occupational therapists; and

x. Peer support and meaningful young adult engagement in program, community, and leadership activities as an EASA program component.

The assessment for EASA services and supports must be provided by Providers that meet fidelity standards located at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx. If the County lacks qualified Providers to deliver EASA services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for individuals to access EASA services.

(j) Provide pre-booking and post-booking jail diversion services that increase interaction with justice-involved individuals with SPMI that results in the reduction or avoidance of jail time through the availability of alternative community based services, programs, or treatment approaches.

i. Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers as evidenced by formal written agreements. Provide copies of formal written agreement to OHA upon request.

ii. Create opportunities for individuals to access housing in addition to vocational and educational services.

iii. Provide support services to prevent or curtail relapses and other crises.

iv. Assist individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations.

v. Promote peer support and the social inclusion of individuals with, or in recovery from, mental and substance use disorders in the community.

(5) Continuity of Care and Recovery Management:

(a) Continuity of Care:

i. Coordinate and facilitate access to appropriate housing services and community supports in the individual's community of choice.

ii. Facilitate access to appropriate levels of care and coordinate management of services and supports based on the individual's needs in their community of choice.

iii. Facilitate access to services and supports provided in the community and in the individual's home that are designed to assist children and adults with mental health disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed.

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

(b) Recovery Management:

i. Peer recovery support services.

ii. Continuous case management.

iii. Monitoring of conditions and ongoing recovery and stabilization.

iv. Individual and family engagement.

v. Develop transition plans that address individual needs and goals.

c. Performance Standards and Quality Measures:

(1) A Provider delivering Services with funds provided through this Agreement may not use MHS 37-Community Behavioral and Mental Health Services funding to deliver covered Services to any individual enrolled in the Oregon Health Plan.

(2) The quality of MHS 37-Community Behavioral and Mental Health Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or potion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to improve, progressively as measured by the criteria set forth below, the quality of MHS 37-Community Behavioral and Mental Health Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.

(a) **Access:** Access is measured by OHA as the percentage of County residents estimated by surveys OHA relies upon to determine treatment need who are enrolled in MHS 37-Community Behavioral and Mental Health Services with the exception of prevention and promotion. This measure applies to all domains;

mental health, problem gambling, and substance use disorder services.

(b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no services in the prior 60 calendar days. This measure applies to all domains; mental health, problem gambling, and substance use disorder services.

(c) **Treatment Service Retention:** Treatment service retention is measured as the percentage of individuals engaged in and receiving MHS 37-Community Behavioral and Mental Health Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in services for 90 calendar days or more. This measure applies to all domains; mental health, problem gambling, and substance use disorder services.

(d) **Reduced Use:** Reduced use is measured as the percentage of individuals engaged in and receiving substance use disorder services with funds provided through this Agreement who reduce their use of alcohol or other drugs during treatment/services, as reported in MOTS upon planned interruption in services or a 90 calendar day retention, whichever comes first. This measure applies to substance use disorder services only.

(e) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of individuals with a follow-up visit within seven calendar days after: (1) hospitalization for mental illness; or (2) any facility-based service defined as residential. This measure applies to all domains; mental health, problem gambling, and substance use disorder services.

(f) **Hospital and Facility-Based Readmission Rates**: Hospital and facility-based readmission rates are measured by the number of individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges. This measure applies to all domains; mental health, problem gambling, and substance use disorder services.

(g) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with a child (or multiple children) against the number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to substance use disorder services only.

(h) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** Four

functional outcome measures will be monitored by OHA and reported to the County as follows:

i. **Housing Status:** If improved housing status is established as a goal of treatment and services or a person is homeless or in a licensed care facility, this measure will be monitored. The measure is defined as the number of individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of individuals with a goal to improve housing.

ii. **Employment Status:** If employment is a goal of treatment and services, this measure will be monitored. This measure is defined as the number of individuals who become employed as indicated by a change in employment status against the number of individuals with a goal of becoming employed.

iii. **School Performance:** If improved school attendance is a goal of treatment and services, this measure will be monitored. The measure is defined as the number of individuals who improve attendance in school while in active treatment against the total number of individuals with a goal of improved attendance.

iv. **Criminal Justice Involvement:** This measure will be monitored by OHA for individuals referred by the justice system. The measure is defined as the number of individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first) against the number of individuals referred by the justice system.

v. **Average Daily Population (ADP) in State Hospital:** This measure is defined as staying at or below a target ADP of individuals for which the County is responsible for in the state hospital psychiatric recovery program. This measure is calculated on a rolling three-year share of County civil commitments and share of the adult population. This measure applies only to Mental Health Services.

vi. **Average Length of Stay on the Oregon State Hospital (OSH) Ready to Transition List:** OHA will monitor the average length of stay on the OSH ready to transition list at or below a pre-determined target for each county. The measure will be calculated based upon the number of people who exceed the target length of stay against the number of people placed on the OSH ready to transition list. This measure applies only to Mental Health Services.

3. Special Reporting Requirements

a. During the term of this Agreement, every 6 months that MHS 37-Community Behavioral and Mental Health Services funds are provided through this Agreement, OHA will reconcile the funds with all required reporting per month during that time period. OHA may, at its discretion, reduce funding based on missing reporting requirements in accordance with Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" Subsection a.(2)(b). If County submits those missing reports, OHA may add back the funding that was reduced through an amendment.

b. Supported Employment Services: Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly summary reports on the delivery of SE services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

c. Assertive Community Treatment Services:

(1) Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly summary reports on the delivery of ACT services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

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

(a) Number of individuals served;

(b) Length of stay on ACT team;

(c) Percent of individuals who are homeless at any point during the quarter;

(d) Percent of individuals with stable housing;

(e) Percent of individuals who used the emergency room during the quarter for a mental health reason;

(f) Percent of individuals hospitalized in OSH or in an acute psychiatric facility during the quarter;

(g) Percentage of employed individuals during the quarter; and

(h) Percentage of individuals in jail at any point during the quarter.

d. EASA Services:

(1) Counties providing EASA services directly to individuals shall submit data as specified by OHA in writing directly to the EASA Center for Excellence during the time those individuals are being served.

(2) Counties in the implementation phase shall develop in conjunction with OHA quarterly reports that describe progress made in implementing EASA Services to include staff hired and trained, community outreach efforts, and expected start date of service provision. Quarterly reports shall be electronically submitted to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

(3) Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written annual summary reports of project accomplishments and challenges and a narrative interpretation of project data on outcomes, including fidelity review outcomes no later than 45 calendar days following each June 30th during the term of this Agreement.

e. Jail Diversion Services:

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit the following reports to OHA at amhcontract.administrator@state.or.us:

(1) Report the total number of individuals that received services through this Agreement that were designated as pre-booking or post-booking diversion. Break out the following information:

(a) The individuals that received services designated as pre-booking diversion. Include first and last name, date of birth, MOTS identification number, the individual's Medicaid ID number, and Provider Medicaid ID number; and

(b) The individuals arrested that received services designated as post-booking diversion. Include first and last name, date of birth, MOTS identification number, the individual's Medicaid ID number, and Provider Medicaid ID number.

(2) Report the number of individuals that received crisis consultations provided by mental health staff in pre-booking diversion.

(3) Report the number of incidences where charges were dismissed or dropped as a result of jail diversion services.

(4) Report the individuals that were diverted from OSH for Aid and Assist evaluation and restoration services as defined in ORS 161.370.

(5) Report the charges for which individuals were arrested that received jail diversion services.

(6) Provide a description of jail diversion services that individuals received in the current reporting period.

(7) Provide a detailed description of any jail diversion service(s) created prior to the current reporting period.

(8) Provide information regarding any activities related to jail diversion that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

The reporting schedule for jail diversion services is as follows during the term of this Agreement:

For jail diversion services provided:	Reports due:
July 1st through September 30th	November 14th
October 1st through December 31st	February 14th
January 1st through March 31st	May 15th
April 1st through June 30th	August 14th

g. Data Reporting:

(1) All individuals receiving MHS 37-Community Behavioral and Mental Health Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx.

(2) If the Services are provided in a designated psychiatric acute care setting, the Services must be reported in Oregon Patient and Resident Care System (OP/RCS) by the hospital providing the Service, as specified in the OP/RCS Manual located at

http://www.oregon.gov/oha/amh/Pages/Data-Systems.aspx .

(3) Mental Health Promotion and Prevention service activity shall be captured by submitting quarterly expenditure and service reports to OHA subject to this Special Project as indicated at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx.

(4) County shall submit a narrative that addresses the following:

(a) Utilization of existing Services and programs;

(b) Innovative strategies, programs or Services which have been implemented;

(c) Strategies, programs, or Services that are being planned;

(d) Barriers experienced when planning, implementing, or providing Services or programs; and

(e) Analyzing the Service data they have reported.

(5) If applicable, electronically submit to OHA at amhcontract.administrator@state.or.us the reports for child and adolescent Mental Health Services provided with funds through this Agreement that must:

(a) comply with Level of Service Intensity Determination Data located at: http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx, or

(b) comply with Integrated Service Array (ISA) Progress Review Report located at: http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx.

The reporting schedule during the term of this Agreement is as follows:

Claims paid data for:	Reports due:
July 1st through December 31st	February 14th
January 1st through June 30th	August 15th

h. Financial Reporting:

(1) County shall submit financial reports as indicated at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx.

(2) The reporting schedule for financial reporting during the term of this Agreement is as follows:

Data for:	Reports due:
July 1st through December 31st	February 14th
January 1st through June 30th	August 14th

4. Financial Assistance Calculation, Disbursement, & Agreement Settlement Procedures

OHA provides financial assistance for MHS 37-Community Behavioral and Mental Health Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award", in MHS 37-Community Behavioral and Mental Health Services lines in which column one will contain an "A" for Part A award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 37-Community Behavioral and Mental Health Services provided under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, from funds identified in that line in an amount equal to the amount set forth in that line of the Financial Assistance Award. The total OHA financial assistance for this special project delivered under a particular line of the Financial Assistance Award containing an "A" in column one, shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the funds awarded for this special project on a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(a) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for this special project in that line of the Financial Assistance Award; and

(b) OHA may reduce the financial assistance for MHS 37 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" by the amount of one month's funding per month with missing reporting requirements in accordance with Section 3., "Special Reporting Requirements." Upon County submission of missing reports, OHA may restore the month of funding that was removed through an Agreement Amendment.

(3) Agreement Settlement: Agreement Settlement will be used to confirm Services were provided to priority populations, County service delivery is consistent with County's Plan or RHIP, and County complied with specific funding stream requirements based on data properly reported as required in accordance with Section 3., "Special Reporting Requirements" above.

b. The performance payment funds will be calculated and disbursed as follows:

(1) Calculation of Performance Funds: OHA will provide performance funds, (as indicated at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx), as specified in the Special Condition set forth in that line of Exhibit C, "Financial Assistance Award". OHA will work with County to make performance funds operational as they relate to one or more of the performance and quality measures referenced above in Section 2.c. The first year of this Agreement will be used for establishing baseline measures.

(2) Disbursement of Performance Funds: OHA will disburse the performance funds awarded for this special project in a particular line of Exhibit C, "Financial Assistance Award", to County in a one-time payment during the period specified in that line of the Financial Assistance Award.

Exhibit MHS 37-School-Based Mental Health Services
to MHS 37 Service Description
MHS Special Projects

1. **Service Description**

This special project is known as the School-Based Mental Health project. Through the use of compiled data, OHA has identified schools with students who have a high unmet mental health need and high reports of mental health symptoms and risk factors. County shall provide MHS 37-School-Based Mental Health Services to the identified schools.

2. **Performance Requirements**

Providers of MHS 37-School-Based Mental Health Services will provide either mental health care coordination or school-based direct clinical services or both, depending on the needs of the community, as follows:

a. Provide care coordination for youth referred due to truancy, behavioral issues, or symptoms of mental illness. Meet with the student and family to complete a behavioral health risk assessment and facilitate access to appropriate mental health, medical services, and other needed resources in the community.

b. Provide school-based clinical services for rapid and easily accessible mental health treatment, facilitate mental health wellness groups, or provision of other clinical services as needed with the school.

Through collaboration with the school, ensure that there is an easily accessible integrated mechanism for children and adolescents to report incidents of violence or plans by other children, adolescents, or adults to commit violence.

Provider shall ensure that the identified clinicians providing MHS 37-School-Based Mental Health Services are trained in suicide intervention and prevention such as Applied Suicide Intervention Training (ASIST).

If County lacks qualified Providers to deliver MHS 37-School-Based Mental Health Services, County shall implement a plan for the provision of services in consultation with OHA.

If County would like to provide services to other schools in addition to the identified schools, they may negotiate this with OHA.

If schools identified as having students with a high unmet mental health need decline services, OHA reserves the right to reduce funding based on inability of County to deliver MHS 37-School-Based Mental Health Services to identified schools.

These funds support mental health clinicians to be located in the school for the purpose of outreach, engagement and consultation with school personnel. Medicaid billable services must be paid for by Medicaid. Funding may be used to serve children experiencing acute psychiatric distress and who are not Medicaid eligible and who have no other resources to pay for the Services.

3. Special Reporting Requirements

a. All individuals receiving MHS 37-School-Based Mental Health Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

b. Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us, written reports no later than 45 calendar days following the end of each service period as shown below for which financial assistance is awarded through this Agreement.

Each written report shall include:

(1) A summary of number of clients served, project accomplishments, and challenges;

(2) The names and National Provider Index numbers of each Provider designated to provide the MHS 37-School-Based Mental Health Services; and

(3) A list of Oregon Health Plan client IDs of youth served through this special project.

The reporting schedule for is as follows during the term of this Agreement:

For Services provided:	Report due:
July 1st through September 30th	November 14th
October 1st through December 31st	February 14th
January 1st through March 31st	May 15th
April 1st through June 30th	August 14th

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

OHA provides financial assistance for MHS 37-School-Based Mental Health Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award", in MHS 37-School-Based Mental Health Services lines in which column one will contain an "A" for Part A award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: The Part A awards for MHS-37 School-Based Mental Health Services are intended to be general financial assistance to the County for this special project with funds provided

through this Agreement. Accordingly, OHA will not track delivery of MHS 37-School-Based Mental Health Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all MHS 37-Scool-Based Mental Health Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for this special project as specified in that line of the Financial Assistance Award;

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 37-School-Based Mental Health Services provided under a particular line of the Financial Assistance Award, containing an "A" in column one, 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 awarded for this special project on that line of the Financial Assistance Award; and

(c) OHA is not obligated to provide financial assistance for any MHS 37-School-Based Mental Health Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37-School-Based Mental Health Services, or termination of County's obligation to include the Program Area in which MHS 37-School-Based Mental Health Services fall in its CMHP.

(3) Agreement Settlement: Agreement Settlement will be used to confirm implementation of this special project as described herein based on data as properly reported in accordance with section 3., "Special Reporting Requirements" above, and demonstration of designation of appropriate personnel to this special project.

Exhibit MHS 37 - Mental Health Supported Housing and Rental Assistance Services to MHS 37 Service Description
MHS Special Project

1. Service Description

Supported Housing Services allow individuals to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

Rental Assistance Services (RAS) are intended to assist individuals who are 18 years of age or older with Serious Mental Illness (SMI), as defined in OAR 309-032-0311(17), and who meet at least one of the following criteria in paying for rental housing:

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

2. Performance Requirements

a. Supported Housing Services:

Supported Housing Services include the funding for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; the support service components including, but not limited to, financial budgeting, community navigation, and maintaining healthy relationships which supports individuals in their ability to live as independently as possible in the community. These funds shall not be used to fund any other county position.

b. Rental Assistance Services:

(1) Rental assistance payments per individual shall not exceed $500 per month. Payments for rental assistance made on behalf of individuals cover payment to landlords or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.

(2) Move-in expense payments per individual shall not exceed $1000. Payments for move-in costs may include cleaning and security deposits, pet deposits, and outstanding utility bills.

(3) County shall annually inspect or have inspected rental housing units subject to this special project to assure unit passes the criteria outlined in the OHA approved Housing Condition Checklist located at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx.

c. Targeted outcomes include:

(1) Decreasing the Oregon State Hospital readmission rate;

(2) Decreasing length of stay in structured residential housing;

(3) Increasing number of civilly committed and Psychiatric Security Review Board clients transitioning to independent living.

(4) Increasing the number of individuals with SMI living in supported, permanent, and integrated housing; and

(5) Increasing the length of tenancy of individuals with SMI living in supported, permanent, and integrated housing.

d. Administrative Costs:

Administrative costs shall not exceed 15% of total operating budget. Eligible Administrative costs include:

(1) Payment for RAS data collection and documentation of service delivery in compliance with state and federal requirements; and

(2) Payment for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program office space, etc.

e. Utilization: Utilization requirements for RAS Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award".

3. Special Reporting Requirements

a. For each calendar quarter (or portion thereof) during the period for which financial assistance is awarded under this Agreement for MHS 37- Mental Health Supported Housing and Rental Assistance Services, the County shall electronically submit to amhcontract.administrator@state.or.us written quarterly reports on the delivery of MHS 37- Mental Health Supported Housing and Rental Assistance Services no later than 45 calendar days after the end of each subject quarter using forms and procedures prescribed by OHA.

Quarterly reports shall include the following information:

(1) How many units are occupied on a monthly basis;

(2) How many months the resident occupied the unit;

(3) Why the resident vacated the unit:

(a) Moved to another apartment, remained in the program;

(b) Landlord eviction, if so why;

(c) Resident gave 30-day notice, if so why;

(4) What Services the residents are participating in the most;

(5) What the biggest barriers are to resident participation in Services; and

(6) How many individuals were not able to secure a rental unit and the reason(s) why that occurred:

(a) Unable to afford, even with rental assistance;

(b) Lack of available units;

(c) Criminal record;

(d) Credit history; or

(e) Unknown

b. All individuals receiving MHS 37- Mental Health Supported Housing and Rental Assistance Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

a. Calculation of Financial Assistance. OHA will provide financial assistance for MHS 37 – Mental Health Supported Housing and Rental Assistance Services provided under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one from funds identified in that line in an amount equal to the amount of cash assistance actually paid by County on behalf of the individuals for Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 37- Mental Health Supported Housing and Rental Assistance Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one, shall not exceed the total funds awarded for MHS 37- Mental Health Supported Housing and

Rental Assistance Services as specified in that line of the Financial Assistance Award.

b. 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 awards for MHS 37 - Mental Health Supported Housing and Rental Assistance Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other required reports in accordance with Section 3., "Special Reporting Requirements" above;

(2) OHA may, upon written request of County, adjust monthly allotments;

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37- Mental Health Supported Housing and Rental Assistance Services provided under that line of the Financial Assistance Award; and

(4) OHA is not obligated to provide financial assistance for any MHS 37 - Mental Health Supported Housing and Rental Assistance Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37 - Mental Health Supported Housing and Rental Assistance Services, or termination of County's obligation to include the Program Area in which MHS 37 - Mental Health Supported Housing and Rental Assistance Services fall in its CMHP.

c. Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 37- Mental Health Supported Housing and Rental Assistance Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the cash assistance paid on behalf of the individuals for rental assistance, rental utility and move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with Section 3., "Special Reporting Requirements" above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award.

Service Name: **PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: **MHS 39**

1. Service Description

The PATH program is designed to support the delivery of eligible services to persons who are: homeless or at imminent risk of homelessness; have serious mental health illnesses; and may have co-occurring substance use disorders.

Eligible Services are as follows:

a. Outreach services;

b. Screening and diagnostic treatment services;

c. Habilitation and rehabilitation services;

d. Community mental health services;

e. Alcohol and drug treatment services;

f. Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where individuals who are homeless require services;

g. Case management services;

h. Supportive and supervisory services in residential settings;

i. Referrals for primary health services, job training, educational services, and relevant housing services; and

j. Housing services as specified in Section 522 (b) (10) of the Public Health Service Act, 42 U.S.C. 290cc-22(b)(10) , which are:

   (1) Minor renovation, expansion, and repair of housing;

   (2) Planning of housing;

   (3) Technical assistance in applying for housing assistance;

   (4) Improving the coordination of housing services;

   (5) Security deposits;

   (6) Costs associated with matching eligible homeless individuals with appropriate housing situations; and

   (7) One-time rental payments to prevent eviction.

OHA places particular emphasis on alignment with Substance Abuse and Mental Health Services Administration's PATH goals of targeting street outreach coupled with case

management and maximizing service to the most vulnerable adults who are literally and chronically homeless. OHA also recognizes the special needs of military veterans. OHA emphasizes that case management, community mental health services and alcohol and drug treatment services are meant to be transition services and that the goal of PATH is to transition persons receiving services into permanent housing and mainstream services.

2. Performance Requirements

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time, and shall maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with Section 522 (b) of the Public Health Service Act, 42 U.S.C. 290cc-22.

Providers of MHS 39 Services funded through this Agreement shall:

a. Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an intended use plan for PATH funds consistent with federal requirements in accordance with Section 526, Part C of the Public Health Service Act, 42 U.S.C. 290cc-21; and

b. Provide, at a minimum, the following:

(1) At least 85% of individuals served must be PATH-eligible and not currently enrolled in community mental health services;

(2) Of the total individuals who are PATH-enrolled, 75% must be transitioned into permanent housing;

(3) Of the total individuals who are PATH-enrolled, 100% must be engaged in community mental health services;

(4) Active participation in the local Continuum of Care;

(5) Attendance at semi-annual PATH provider meetings;

(6) Attendance at PATH Technical Assistance trainings as requested by OHA;

(7) Development of an annual PATH intended use plan including a line item budget and budget narrative;

(8) Participation in annual PATH program site reviews conducted by OHA; and

(9) Participation in federal site reviews as needed or requested by OHA.

3. **Special Reporting Requirements**

Providers of MHS 39 Services funded through this Agreement shall submit electronically to amhcontract.adminiatrator@state.or.us the following reports using forms and procedures prescribed by OHA, no later than 45 calendar days after the close of each subject quarter or year:

a. Annual on-line report on the activities conducted and Services provided during the year with the funds awarded through this Agreement for MHS 39 Services. The written report must comply with federal requirements for the PATH program, as authorized through the Public Health Service Act, Part C, Section 521, as amended, 42 U.S.C. 290cc-21 *et seq.*; Stewart B. McKinney Homeless Assistance Amendments Act of 1990, Public Law 101-645. Providers shall submit actual utilization numbers for the federal voluntary outcomes measures within the annual on-line report.

b. Quarterly written reports documenting PATH eligible expenditures and actual utilization and demographic data.

c. All individuals receiving MHS 39 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

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

OHA provides financial assistance for MHS 39 Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award", in MHS 39 lines in which column one will contain an "A" for Part A award.

The Part A awards will be calculated, disbursed, and settled as follows:

a. Calculation of Financial Assistance: The Part A awards for MHS 39 Services are intended to be general financial assistance to the County for MHS 39 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 39 Services on a per unit basis except as necessary to verify that the performance requirements set forth above and in the special condition identified in a particular line of Exhibit C, "Financial Assistance Award" with an "A" in column one, from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award. The total OHA financial assistance for all MHS 39 Services delivered under a particular line of Exhibit C, "Financial Assistance Award"

containing an "A" in column one, shall not exceed the total funds awarded for MHS 39 Services as specified in that line of the Financial Assistance Award.

b. 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 awards for MHS 39 Services provided under a particular line of the Financial Assistance Award with an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may, upon written request of County, adjust monthly allotments;

(2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 39 Services provided under that line of the Financial Assistance Award; and

(3) OHA is not obligated to provide financial assistance for any MHS 39 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 39 Services, or termination of County's obligation to include the Program Area in which MHS 39 Services fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 39 Services and satisfaction of the minimum performance requirements based on data properly reported in accordance with Section 3., "Special Reporting Requirements" above.

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C of this Agreement. Only Services, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, as amended from time to time, are subject to this Agreement.

Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**
Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**
Exhibit B-2 Code: **28A**

1. **Service Description and Performance Requirements** (exceeding Exhibit B-1, MHS 28)

   a. Funds awarded for MHS 28 Services that are identified in Exhibit C, "Financial Assistance Award", as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (as defined in OAR 309-035-0105(46)) to individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have a history of behaviors that are harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:

      (1) Rehabilitative services such as mental health assessment, diagnosis, and treatment plan development;

      (2) Monitoring and management of psychotropic medications;

      (3) Development of behavioral programs;

      (4) Establishment of a therapeutic milieu;

      (5) Group and individual skills training; and

      (6) Consultation to other Agencies/Providers serving individuals receiving MHS 28 Services.

   b. Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:

      (1) Comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time;

      (2) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions;

      (3) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-035-0260(43)), Qualified Mental Health Associates (as defined in OAR 309-019-0125(7)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of residents as identified in their service plans, on a 24-hour basis; and

c. County shall perform a standardized level of care assessment prior to admission. Priority must be given to individuals ready to discharge from the Oregon State Hospital. OHA will have the right to review admissions and continued stay determinations upon request.

2. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

3. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**
Specialized Service: **RELATIVE FOSTER CARE**
Exhibit B-2 Code: **34A**

1. **Service Description** (exceeding Exhibit B-1, MHS 34)

   Relative Foster Care is personal care as detailed in a personal care plan provided to an adult Client, age 18 or older, by a relative caregiver in a private residence setting that promotes the Client's safety and independence.

2. **Performance Requirements** (exceeding Exhibit B-1, MHS 34)

   a. For new Relative Foster Care Providers, County shall complete an inspection of the Provider's home and submit to OHA the following documents, as prescribed by OHA:

      (1) County's letter of support;

      (2) Approved Criminal Record Check for the foster care Provider and all persons 16 years of age and older living in the home (not including the Client); and

      (3) The personal care plan and other information as requested by OHA for OHA approval of the Relative Foster Care Provider.

   b. For renewal of existing Relative Foster Care Providers, County shall complete an inspection of the home and submit to OHA a completed Relative Foster Care Renewal Form as prescribed by OHA. Relative Foster Care Providers must renew their applications every two years.

3. **Reporting Requirements** (exceeding Exhibit B-1, MHS 34)

   None.

4. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 34)

   None.

Service Name: **OLDER/DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**
Specialized Service: **APD RESIDENTIAL**
Exhibit B-2 Code: **35B**

1. **Service Description** (exceeding Exhibit B-1, MHS 35)

   Older/Disabled Adult Mental Health Services (MHS 35) Specialized Service Requirement (MHS 35B) are residential services delivered directly or indirectly to individuals with severe and persistent mental illness.

2. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

   Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each individual receiving MHS 35B Services, enter into and maintain a written agreement with APD that addresses: approval of APD or its designee for the placement, the services to be provided by each entity, and an annual review of the appropriateness of the placement.

   The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with severe and persistent mental illness who are determined not eligible for, yet require, residential services from APD and who meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified individuals.

3. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

   Providers of MHS 35B Services delivered with funds provided through this Agreement shall notify OHA when the Provider discontinues such services to an individual whose services are delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement.

   Providers of MHS 35B Services delivered with funds provided through this Agreement shall provide a copy of all written agreements as described above in Section 2., "Performance Requirements" to OHA upon request.

4. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

   None.

2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT C
FINANCIAL ASSISTANCE AWARD

CONTRACTOR: _____ AGREEMENT #: _____

DATE: _____ REFERENCE #: _____

PROGRAM AREA:

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond #

SE#: _____

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
2015-2017

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

Contract#: 147783
Reference#: 002

ALCOHOL AND DRUG SERVICES

SECTION: 1
SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#	
SE# 66 COMMUNITY BEHAVIORAL AND SUBST									
A	7/2015- 6/2016		$1,088,261	$0	0.	N/A	N/A	A0001	1
A	7/2015- 6/2016	N/A	$32,546	$0	0.	N/A	N/A	A0001	2
A	7/2015- 6/2016	N/A	$132,168	$0	0.	N/A	N/A	A0001	3
A	7/2016- 6/2017		$1,088,261	$0	0.	N/A	N/A	A0001	1
A	7/2016- 6/2017	N/A	$32,546	$0	0.	N/A	N/A	A0001	2
A	7/2016- 6/2017	N/A	$132,168	$0	0.	N/A	N/A	A0001	3
SUBTOTAL SE# 66			$2,505,950	$0					
SE# 70 PREVENTION SERVICES									
A	7/2015- 6/2016		$179,375	$0	0.	N/A	N/A		
A	7/2016- 6/2017		$179,375	$0	0.	N/A	N/A		
SUBTOTAL SE# 70			$358,750	$0					
TOTAL SECTION 1			$2,864,700	$0					

TOTAL AUTHORIZED FOR ALCOHOL AND DRUG SERVICES $2,864,700

TOTAL AUTHORIZED FOR THIS FAAA: $2,864,700

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY Contract#: 147783
DATE: 05/14/2015 REF#: 002

REASON FOR FAAA (for information only):

This Financial Assistance Award is for Addictions Services within the Governor's 2015-2017 Balanced Budget (GBB). Amounts reflect service levels in order to stay within the GBB. Additional changes will be reflected in a subsequent Financial Assistance Award Amendment. Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2015-2017 Budget, at the level proposed in the Governor's Balanced Budget or higher.

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.

A0001 1 These funds must result in the delivery of A&D 66 Services to a minimum of 1,813 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after July 1, 2015. Cases enrolled for less than 30 continuous days and without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of $1,200 per individual.

A0001 2 These funds are for Detox Services.

A0001 3 These funds are for IDPF Services.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part A
2015-2017
********** INFORMATION ONLY **********

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

CONTRACT#: 147783
REF#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
66	COMMUNITY BEHAVIORAL AND SUBST	$0	$0	$2,505,950	$2,505,950
TOTAL SE# 66		$0	$0	$2,505,950	$2,505,950
70	PREVENTION SERVICES	$0	$0	$358,750	$358,750
TOTAL SE# 70		$0	$0	$358,750	$358,750
		$0	$0	$2,864,700	$2,864,700

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Summary
2015-2017
********** INFORMATION ONLY **********

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

CONTRACT#: 147783
REF#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
66	COMMUNITY BEHAVIORAL AND SUBST	$0	$0	$2,505,950	$2,505,950
TOTAL SE# 66		$0	$0	$2,505,950	$2,505,950
70	PREVENTION SERVICES	$0	$0	$358,750	$358,750
TOTAL SE# 70		$0	$0	$358,750	$358,750
CONTRACT TOTAL		$0	$0	$2,864,700	$2,864,700

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
2015-2017

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

Contract#: 147783
Reference#: 001

MENTAL HEALTH SERVICES

SECTION: 1
SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#	
SE# 1 LOCAL ADMINISTRATION - MENTAL									
A	7/2015- 6/2016	N/A	$43,776	$0	0.	NA	N/A	M0000	1
A	7/2015- 6/2016	N/A	$89,655	$0	0.	NA	N/A	M0000	2
A	7/2015- 6/2016	N/A	$14,865	$0	0.	NA	N/A	M0000	3
A	7/2015- 6/2016	N/A	$58,950	$0	0.	NA	N/A	M0000	4
A	7/2015- 6/2016	N/A	$12,590	$0	0.	NA	N/A	M0000	5
A	7/2015- 6/2016	N/A	$19,177	$0	0.	NA	N/A	M0000	6
A	7/2015- 6/2016	N/A	$10,177	$0	0.	NA	N/A	M0000	7
A	7/2016- 6/2017	N/A	$43,776	$0	0.	NA	N/A	M0000	1
A	7/2016- 6/2017	N/A	$89,655	$0	0.	NA	N/A	M0000	2
A	7/2016- 6/2017	N/A	$14,865	$0	0.	NA	N/A	M0000	3
A	7/2016- 6/2017	N/A	$58,950	$0	0.	NA	N/A	M0000	4
A	7/2016- 6/2017	N/A	$12,590	$0	0.	NA	N/A	M0000	5
A	7/2016- 6/2017	N/A	$19,177	$0	0.	NA	N/A	M0000	6
A	7/2016- 6/2017	N/A	$10,177	$0	0.	NA	N/A	M0000	7
	SUBTOTAL SE# 1		$498,380	$0					
SE# 20 NON-RESIDENTIAL MENTAL HEALTH									
A	7/2015- 6/2016	N/A	$11,563	$0	0.	NA	N/A	M0000	8
A	7/2015- 6/2016	N/A	$26,340	$0	0.	NA	N/A	M0000	14
A	7/2015- 6/2016	N/A	$191,770	$0	0.	NA	N/A	M0000	16
A	7/2015- 6/2016	N/A	$69,000	$0	0.	NA	N/A	M0000	17
A	7/2015- 6/2016	RAMONA-551228	$15,348	$0	0.	NA	N/A		
A	7/2015- 6/2016	N/A	$23,427	$0	5.	SLT	N/A	M0000	9
A	7/2015- 6/2016	N/A	$67,589	$0	8.	SLT	N/A	M0000	10
A	7/2015- 6/2016	N/A	$20,531	$0	6.	SLT	N/A	M0000	11
A	7/2015- 6/2016	N/A	$35,748	$0	4.	SLT	N/A	M0000	12
A	7/2015- 6/2016	N/A	$22,364	$0	5.	SLT	N/A	M0000	13
A	7/2015- 6/2016	N/A	$11,544	$0	4.	SLT	N/A	M0000	15
A	7/2016- 6/2017	N/A	$11,563	$0	0.	NA	N/A	M0000	8
A	7/2016- 6/2017	N/A	$26,340	$0	0.	NA	N/A	M0000	14
A	7/2016- 6/2017	N/A	$191,770	$0	0.	NA	N/A	M0000	16
A	7/2016- 6/2017	N/A	$69,000	$0	0.	NA	N/A	M0000	17
A	7/2016- 6/2017	RAMONA-551228	$15,348	$0	0.	NA	N/A		
A	7/2016- 6/2017	N/A	$23,427	$0	5.	SLT	N/A	M0000	9
A	7/2016- 6/2017	N/A	$67,589	$0	8.	SLT	N/A	M0000	10
A	7/2016- 6/2017	N/A	$20,531	$0	6.	SLT	N/A	M0000	11
A	7/2016- 6/2017	N/A	$35,748	$0	4.	SLT	N/A	M0000	12
A	7/2016- 6/2017	N/A	$22,364	$0	5.	SLT	N/A	M0000	13

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

Contract#: 147783
Reference#: 001

MENTAL HEALTH SERVICES

SECTION: 1
SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#	
A	7/2016- 6/2017	N/A	$11,544	$0	4.	SLT	N/A	M0000	15
	SUBTOTAL SE# 20		$990,448	$0					

SE# 26 NON-RESIDENTIAL MENTAL HEALTH

A	7/2015- 6/2016	N/A	$10,340	$0	5.	SLT	N/A	M0000	18
A	7/2016- 6/2017	N/A	$10,340	$0	5.	SLT	N/A	M0000	18
C	7/2015- 6/2016	N/A	$15,000	$0	0.	NA	N/A		
C	7/2016- 6/2017	N/A	$15,000	$0	0.	NA	N/A		
	SUBTOTAL SE# 26		$50,680	$0					

SE# 27 RESIDENTIAL MENTAL HEALTH TREA

A	7/2015- 6/2016	N/A	$31,358	$0	5.	SLT	N/A	M0000	19
A	7/2016- 6/2017	N/A	$31,358	$0	5.	SLT	N/A	M0000	19
	SUBTOTAL SE# 27		$62,716	$0					

SE# 28 RESIDENTIAL TREATMENT SERVICES

A	7/2015- 6/2016	N/A	$306,731	$0	8.	SLT	28A	M0000	24
A	7/2015- 6/2016	N/A	$176,880	$0	6.	SLT	N/A	M0000	20
A	7/2015- 6/2016	N/A	$512,782	$0	4.	SLT	N/A	M0000	21
A	7/2015- 6/2016	N/A	$253,442	$0	5.	SLT	N/A	M0000	22
A	7/2015- 6/2016	ESTLAN-600811	$2,753	$0	1.	SLT	N/A	M0000	23
A	7/2015- 6/2016	N/A	$383,731	$0	6.	SLT	N/A	M0000	25
A	7/2015- 6/2016	N/A	$308,633	$0	10.	SLT	N/A	M0000	26
A	7/2015- 6/2016	OLJOAN-490126	$308,583	$0	1.	SLT	N/A	M0000	27
A	7/2015- 6/2016	N/A	$257,494	$0	12.	SLT	N/A	M0000	28
A	7/2015- 6/2016	N/A	$178,949	$0	4.	SLT	N/A	M0000	29
A	7/2016- 6/2017	N/A	$306,731	$0	8.	SLT	28A	M0000	24
A	7/2016- 6/2017	N/A	$176,880	$0	6.	SLT	N/A	M0000	20
A	7/2016- 6/2017	N/A	$512,782	$0	4.	SLT	N/A	M0000	21
A	7/2016- 6/2017	N/A	$253,442	$0	5.	SLT	N/A	M0000	22
A	7/2016- 6/2017	ESTLAN-600811	$2,753	$0	1.	SLT	N/A	M0000	23
A	7/2016- 6/2017	N/A	$383,731	$0	6.	SLT	N/A	M0000	25
A	7/2016- 6/2017	N/A	$308,633	$0	10.	SLT	N/A	M0000	26
A	7/2016- 6/2017	OLJOAN-490126	$308,583	$0	1.	SLT	N/A	M0000	27
A	7/2016- 6/2017	N/A	$257,494	$0	12.	SLT	N/A	M0000	28
A	7/2016- 6/2017	N/A	$178,949	$0	4.	SLT	N/A	M0000	29
C	7/2015- 6/2016	N/A	$44,500	$0	0.	NA	N/A		
C	7/2016- 6/2017	N/A	$44,500	$0	0.	NA	N/A		

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

Contract#: 147783
Reference#: 001

MENTAL HEALTH SERVICES

SECTION: 1
SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#	
	SUBTOTAL SE# 28		$5,468,956	$0					
SE# 30 MONITORING, SECURITY, AND SUPE									
A	7/2015- 6/2016	N/A	$119,254	$0	22.	SLT	N/A	M0000	30
A	7/2016- 6/2017	N/A	$119,254	$0	22.	SLT	N/A	M0000	30
C	7/2015- 6/2016	N/A	$154,200	$0	0.	NA	N/A		
C	7/2016- 6/2017	N/A	$154,200	$0	0.	NA	N/A		
	SUBTOTAL SE# 30		$546,908	$0					
SE# 35 OLDER/DISABLED ADULT MENTAL HE									
A	7/2015- 6/2016	N/A	$236,689	$0	0.	NA	35A	M0000	31
A	7/2015- 6/2016	AMILFO-560502	$9,863	$0	1.	SLT	35B		
A	7/2016- 6/2017	N/A	$236,689	$0	0.	NA	35A	M0000	31
A	7/2016- 6/2017	AMILFO-560502	$9,863	$0	1.	SLT	35B		
	SUBTOTAL SE# 35		$493,104	$0					
SE# 37 MHS SPECIAL PROJECTS									
A	7/2015- 6/2016	N/A	$2,914,455	$0	0.	NA	N/A	M0000	32
A	7/2015- 6/2016	N/A	$334,215	$0	0.	NA	N/A	M0000	33
A	7/2015- 6/2016	N/A	$339,102	$0	0.	NA	N/A	M0000	34
A	7/2015- 6/2016	N/A	$223,637	$0	0.	NA	N/A	M0000	35
A	7/2015- 6/2016	N/A	$132,755	$0	0.	NA	N/A	M0000	36
A	7/2015- 6/2016	N/A	$172,657	$0	0.	NA	N/A	M0000	37
A	7/2016- 6/2017	N/A	$2,914,455	$0	0.	NA	N/A	M0000	32
A	7/2016- 6/2017	N/A	$334,215	$0	0.	NA	N/A	M0000	33
A	7/2016- 6/2017	N/A	$339,102	$0	0.	NA	N/A	M0000	34
A	7/2016- 6/2017	N/A	$223,637	$0	0.	NA	N/A	M0000	35
A	7/2016- 6/2017	N/A	$132,755	$0	0.	NA	N/A	M0000	36
A	7/2016- 6/2017	N/A	$172,657	$0	0.	NA	N/A	M0000	37
	SUBTOTAL SE# 37		$8,233,642	$0					
TOTAL SECTION 1			$16,344,834	$0					

TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES $16,344,834

TOTAL AUTHORIZED FOR THIS FAAA: $16,344,834

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY Contract#: 147783
DATE: 05/14/2015 REF#: 001

REASON FOR FAAA (for information only):

This Financial Assistance Award is for Mental Health Services within the Governor's 2015 - 2017 Balanced Budget (GBB). Amounts reflect service levels in order to stay within the GBB as of February 2, 2015. Additional ongoing changes approved after that date will be reflected in a subsequent Financial Assistance Award Amendment. Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2015-2017 Budget, at the level proposed in the Governor's Balanced Budget or higher.

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.

M0000 1 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Fieldstone RTH.

M0000 2 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Johnson Creek SRTF.

M0000 3 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Mosaic House RTH.

M0000 4 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Mossy Meadows RTH.

M0000 5 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health

Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Portland Avenue RTH.

M0000 6 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Renaissance.

M0000 7 A) The financial assistance subject to this special condition is awarded for local administration of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Telecare ACT.

M0000 8 These funds are for Coordinator at Carson Holdings.

M0000 9 These funds are for Rent Subsidy at Fieldstone RTH.

M0000 10 These funds are for Rent Subsidy at Johnson Creek SRTF.

M0000 11 These funds are for Rent Subsidy at Kellogg Creek RTF.

M0000 12 These funds are for Rent Subsidy at Autumn Ridge RTH.

M0000 13 These funds are for Rent Subsidy at Bridgestone RTH.

M0000 14 These funds are for Rent Subsidy at Mossy Meadows RTH.

M0000 15 These funds are for Rent Subsidy at Portland Avenue RTH.

M0000 16 These funds are for Treatment Services at Villebois Supported Housing.

M0000 17 These funds are for Transportation at Villebois Supported Housing.

M0000 18 These funds are for Rent Subsidy at Mosaic House RTH.

M0000 19 A) MHS 27 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $522.63 per month per individual. B) These funds are for Mosaic House RTH.

M0000 20 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $2,456.67 per month per individual. B) These funds are for Alder Creek RTF.

M0000 21 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $10,682.96 per month per individual. B) These funds are for Autumn Ridge RTH.

M0000 22 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $4,224.03 per month per individual. B) These funds are for Fieldstone RTH.

M0000 23 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $229.43 per month per individual. B) These funds are for Fieldstone RTH.

M0000 24 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $3,195.11 per month per individual. B) These funds are for Johnson Creek SRTF.

M0000 25 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $5,329.60 per month per individual. B) These funds are for Kellogg Creek RTF.

M0000 26 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $2,571.94 per month per individual. B) These funds are for Leland House RTF.

M0000 27 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $25,715.28 per month per individual. B) These funds are for Mossy Meadows RTH.

M0000 28 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $1,788.15 per month per individual. B) These funds are for Pearl RTF.

M0000 29 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $3,728.11 per month per individual. B) These funds are for Portland RTH.

M0000 30 MHS 30 Rate and Slot: For slots utilized during a particular month, OHA will provide financial assistance at the rate of $451.72 per month per slot for up to 22 slots.

M0000 31 These funds are awarded for the Specialized Service Requirement 35A described in Exhibit B, MHS 35 - Older /Disabled Adult Mental Health Services service description.

M0000 32 These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description.

M0000 33 A) These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description. B) These funds are for Crisis Services.

M0000 34 A) These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description. B) These funds are for Early Assessment and Support Alliance (EASA) services.

M0000 35 A) These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description. B) These funds are for Jail Diversion services.

M0000 36 A) These funds are awarded for the special project described in Exhibit MHS 37-Community Behavioral Health to MHS 37 Service Description. B) These funds are for Mental Health Prevention and Promotion services.

M0000 37 A) These funds may only be used in accordance with the federal regulations related to MH Block Grant. B) These funds are for Emergency Department Pilot Diversion services

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part A
2015-2017
********** INFORMATION ONLY **********

Clackamas County
15-17 GT#0069-15

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

CONTRACT#: 147783
REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
1	LOCAL ADMINISTRATION - MENTAL	$0	$0	$498,382	$498,382
TOTAL SE# 1		$0	$0	$498,382	$498,382
20	NON-RESIDENTIAL MENTAL HEALTH	$0	$0	$628,043	$628,043
20	NON-RESIDENTIAL MENTAL HEALTH	$0	$0	$362,406	$362,406
TOTAL SE# 20		$0	$0	$990,449	$990,449
26	NON-RESIDENTIAL MENTAL HEALTH	$0	$0	$20,681	$20,681
TOTAL SE# 26		$0	$0	$20,681	$20,681
27	RESIDENTIAL MENTAL HEALTH TREA	$0	$0	$62,716	$62,716
TOTAL SE# 27		$0	$0	$62,716	$62,716
28	RESIDENTIAL TREATMENT SERVICES	$0	$0	$613,461	$613,461
28	RESIDENTIAL TREATMENT SERVICES	$0	$0	$4,766,495	$4,766,495
TOTAL SE# 28		$0	$0	$5,379,956	$5,379,956
30	MONITORING, SECURITY, AND SUPE	$0	$0	$238,508	$238,508
TOTAL SE# 30		$0	$0	$238,508	$238,508
35	OLDER/DISABLED ADULT MENTAL HE	$0	$0	$473,378	$473,378

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part A
2015-2017
********** INFORMATION ONLY **********

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

CONTRACT#: 147783
REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
35	OLDER/DISABLED ADULT MENTAL HE	$0	$0	$19,725	$19,725
TOTAL SE# 35		$0	$0	$493,103	$493,103
37	MHS SPECIAL PROJECTS	$0	$0	$8,233,642	$8,233,642
TOTAL SE# 37		$0	$0	$8,233,642	$8,233,642
		$0	$0	$15,917,437	$15,917,437

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part C
2015-2017
********** INFORMATION ONLY **********

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

CONTRACT#: 147783
REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
26	NON-RESIDENTIAL MENTAL HEALTH	$0	$0	$30,000	$30,000
TOTAL SE# 26		$0	$0	$30,000	$30,000
28	RESIDENTIAL TREATMENT SERVICES	$0	$0	$89,000	$89,000
TOTAL SE# 28		$0	$0	$89,000	$89,000
30	MONITORING, SECURITY, AND SUPE	$0	$0	$308,400	$308,400
TOTAL SE# 30		$0	$0	$308,400	$308,400
		$0	$0	$427,400	$427,400

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Summary
2015-2017
********** INFORMATION ONLY **********

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

CONTRACT#: 147783
REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
1	LOCAL ADMINISTRATION - MENTAL	$0	$0	$498,382	$498,382
TOTAL SE# 1		$0	$0	$498,382	$498,382
20	NON-RESIDENTIAL MENTAL HEALTH	$0	$0	$628,043	$628,043
20	NON-RESIDENTIAL MENTAL HEALTH	$0	$0	$362,406	$362,406
TOTAL SE# 20		$0	$0	$990,449	$990,449
26	NON-RESIDENTIAL MENTAL HEALTH	$0	$0	$30,000	$30,000
26	NON-RESIDENTIAL MENTAL HEALTH	$0	$0	$20,681	$20,681
TOTAL SE# 26		$0	$0	$50,681	$50,681
27	RESIDENTIAL MENTAL HEALTH TREA	$0	$0	$62,716	$62,716
TOTAL SE# 27		$0	$0	$62,716	$62,716
28	RESIDENTIAL TREATMENT SERVICES	$0	$0	$613,461	$613,461
28	RESIDENTIAL TREATMENT SERVICES	$0	$0	$89,000	$89,000
28	RESIDENTIAL TREATMENT SERVICES	$0	$0	$4,766,495	$4,766,495
TOTAL SE# 28		$0	$0	$5,468,956	$5,468,956
30	MONITORING, SECURITY, AND SUPE	$0	$0	$308,400	$308,400
30	MONITORING, SECURITY, AND SUPE	$0	$0	$238,508	$238,508

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Summary
2015-2017
********** INFORMATION ONLY **********

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/14/2015

CONTRACT#: 147783
REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
TOTAL SE# 30		$0	$0	$546,908	$546,908
35	OLDER/DISABLED ADULT MENTAL HE	$0	$0	$473,378	$473,378
35	OLDER/DISABLED ADULT MENTAL HE	$0	$0	$19,725	$19,725
TOTAL SE# 35		$0	$0	$493,103	$493,103
37	MHS SPECIAL PROJECTS	$0	$0	$8,233,642	$8,233,642
TOTAL SE# 37		$0	$0	$8,233,642	$8,233,642
CONTRACT TOTAL		$0	$0	$16,344,837	$16,344,837

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

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) County name, (2) the identification number of the Agreement of which the Financial Assistance Award is a part, and (3) the date of the Financial Assistance Award (which should be on or about the date of this Agreement). The Financial Assistance Award is then broken down by Program Area, with all Services in a particular Program Area that are awarded funds grouped together under the Program Area heading. The Financial Assistance Award may also be labeled as Section 1. This Section designation has no relevance to the original Financial Assistance Award and should be ignored. The Financial Assistance Award also contains a reference number which is used for administrative tracking purposes only and has no legal significance.

b. Financial and Service Information. Each Service awarded funds is listed by its Service number and name (full or abbreviated). The amount of financial assistance awarded for the Service and certain other Service information is listed below the Service number and name 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 by section 3.a of Exhibit E of this Agreement. The funds set forth on a particular line will be disbursed in accordance with and are subject to the restrictions set forth on that line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:

(1) **Column 1, Part:** This column will contain the character A, B or C to indicate the method by which OHA will disburse the awarded funds. The disbursement method indicated in this column will usually be consistent with the disbursement method set forth in the Service Description for the particular Service. Occasionally, a disbursement method different than that set forth in the Service Description is necessary. And if a disbursement method specified in this column is different than the method set forth in the Service Description, the method specified in this column shall control. This column only identifies the disbursement method and is not relevant to determining whether County is ultimately entitled to payment. Payment entitlement is determined in accordance with the basis of payment set forth in the applicable Service Description and any disbursements to County in excess of the payments 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. The characters A, B and C signify the following disbursement methods:

(a) The character A means OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in column 2.

(b) The character B means the funds are disbursed and paid under another agreement and are set forth in this Agreement for tracking purposes.

(c) The character C means OHA will disburse the awarded funds in the manner specified in column 9.

(2) **Column 2, Start/End dates:** These dates specify the period during which it is expected that the Service or Service capacity, as applicable, will be delivered utilizing the approved service funds set forth on that line of the Financial Assistance Award. For purposes of disbursement method A (described above), these dates also specify the period during which the approved service funds will be disbursed to County.

(3) **Column 3, Client Code:** When a Client Code appears in this column the approved service funds set forth on that line of the Financial Assistance Award may only be expended on the delivery of the specified Service to the specified individual. When the approved service funds are not intended for any particular individual, an N/A designation will appear in this column.

(4) **Column 4, Approved Service Funds:** This is the amount awarded for delivery of the Service and is OHA's maximum obligation during the period specified on that line in support of the Services described on that line of the Financial Assistance Award

(5) **Column 5, Approved Start-up:** If funds appear in this column they may only be used to cover one-time expenses incurred in initiating, expanding or upgrading the specified Service or for other special one-time expenses related to the Service. Start-up funds may only be spent for the purposes specified in the special conditions appearing in column 9. Start-up funds may only be expended in accordance with Exhibit J of this Agreement and with start-up procedures within the applicable Service Elements.

(6) **Column 6, Service Units:** This is the amount of Service or Service capacity, as applicable, that OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in relatively equal amounts over the course of the period specified on that line of the Financial Assistance Award. This column will read zero if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. This column must be read in conjunction with column 7.

(7) **Column 7, Unit Type:** The unit type is the unit of measurement associated with the Service units set forth in column 6. The unit types are expressed in three character designations that 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 unit 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, Exhibit B-2 Codes:** The codes appearing in this column correspond to the Specialized Service Requirement Codes for the Specialized Service Requirements described in Exhibit B-2. If a Specialized Service Requirement Code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirements when the Service is delivered with approved service funds set forth on that line of the Financial Assistance Award.

(9) **Column 9, Special Conditions:** These are the 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 an alphanumeric code. A table or tables listing the special conditions by alphanumeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an "Amending Line") amends an existing line of the Financial Assistance Award (a "Corresponding Line") if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same CPMS Name (if applicable), and specifies the same Exhibit B-2 code as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the date range specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved service funds column, those funds are added to the approved service funds of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved service funds column, those funds are subtracted from the approved service funds of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the service units column, those service units are added to the service units in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the service units column, those units are subtracted from the service units 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.

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **County Expenditures on Addiction Services.** In accordance with ORS 430.345 to 430.380 (the "Mental Health Alcoholism and Drug Services Account" also known as the "Beer and Wine Tax Account"), County shall maintain its 2015-2016 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2014-2015. Furthermore, and in accordance with the Beer and Wine Tax Account, County shall maintain its 2016-2017 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2015-2016. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.

2. **Limitations on use of Financial Assistance Awarded for Addiction Services.** Financial assistance awarded under this Agreement for Addiction Services (as reflected in the Financial Assistance Award), may not be used:

   a. To provide inpatient hospital services;

   b. To make cash payments to intended recipients of health services;

   c. To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;

   d. To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or

   e. To carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5).

3. County shall maintain separate fund balances for the Mental Health, alcohol and drug and problem gambling services.

4. **County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served individuals and provide protective services to those individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765, as such statutes and rules may be revised from time to time.

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

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 Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.

      (2) **Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Section 1.c.(1), as an Underexpenditure, Overexpenditure or Misexpenditure.

   b. **Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

      (1) No County default as described in Section 6 of Exhibit F has occurred.

      (2) County's representations and warranties set forth in Section 4 of Exhibit F are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

   c. **Recovery of Financial Assistance.**

      (1) **Notice of Underexpenditure, Overexpenditure**. If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) 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 Section 1.c.(2) below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) 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 Section 1.c.(3) 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 to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If County fails to respond within that 90 day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.

(b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the appeals process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is 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 Section 1.(c)(2)(c) below. If OHA and County continue to disagree as 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 Department of Justice and County Counsel approval, arbitration. If both parties do not agree to further dispute resolution, the parties shall proceed with the Recovery of Underexpenditure or Overexpenditure procedures described in Section 1.c.(2)(c).

(c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to Section 1.c.(2), 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 contract or 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 owed by OHA which OHA intends to offset, (including the contracts or 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, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, after providing notice to the County and within 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 contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) **Recovery of Misexpenditure.**

(a) If OHA believes there has been a Misexpenditure (as defined in Exhibit A Definitions) or 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 Section 1.c.(3)(c).

(b) **County's Response.** From the effective date of the notice of Misexpenditure, County shall have the lesser of (1) 60 calendar days, or (2) 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 noticed Misexpenditure identified by OHA; or

ii. Notify OHA that County wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to Section 1.c.(3)(d). below; or

iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.(3)(c). below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in Section 1.c.(3)(c). below.

(c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

i. **Appeal from OHA-Identified Misexpenditure**. If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, County and OHA shall engage in the process described in this Section to resolve a dispute regarding the noticed Misexpenditure. First, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of a 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 Section 1.c.(3)(d) 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 Department of Justice and County Counsel approval, arbitration.

ii. **Appeal from Federal-Identified Misexpenditure**.

A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A Definitions and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, prior to 30 days prior to the applicable

federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County does request, 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, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the noticed 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 Section 1.c.(3)(d) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall 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 days prior to the applicable federal appeals deadline, and

if OHA does not appeal, then within 90 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 noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(d) 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, prior to 30 days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 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 Section 1.c.(3)(d). below.

D. Notwithstanding Section 1.c.(3)(b)(i) through iii., if the Misexpenditure was expressly authorized by a 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 an OHA rule and be signed by the Director of OHA or by the Assistant Director of Addictions and Mental Health Services Division.

OHA shall designate an alternate officer in the event the Addictions and Mental Health Services Division is abolished. Upon County request, OHA shall notify County of

the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.

(iii) The 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 writing.

(iv) If OHA writing is in response to a request from County for expenditure authorization, the request must be in writing and signed by the director of a County department with authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.

(v) An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.

(vi) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.

(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 Section 1.c.(3)(c)(i) and (ii)., 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 contract or 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 contracts or 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 Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and within 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 contract or 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/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 on County's recovery of any money from any other entity.

(c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.

(e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. **Award Adjustments**

   a. County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the effective date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Section 3 and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 26, MHS 27, MHS 37 , A&D 61, A&D 60, A&D 80, A&D 81, and A&D 82 which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Section 3.a, County shall promptly notify in writing of such use.

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

4. **Amendments Proposed by OHA.**

   a. **Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed

amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.

b. **Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in Section 4.a. of this Exhibit, promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alternation. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

5. **Provider Contracts**. Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to Section 6 of this Exhibit E, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 6 of this Exhibit E, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and special conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

6. **Provider Monitoring.** County shall monitor each Provider's delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider's delivery of a

Service or in a Provider's compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.

7. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Services, County shall:

   a. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to County.

   b. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in the prevalent non-English languages in the area served by County's CMHP.

   c. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, oral interpretation services in all non-English languages in the area served by County's CMHP.

   d. Make available to Clients with hearing impairment, without charge to the Client, upon the Client's or OHA's request, sign language interpretation services and telephone communications access services.

   For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Services and all Provider Contracts related to this Agreement.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:

   a. Client, Service and financial information as specified in the Service Description.

   b. All additional information and reports that OHA reasonably requests.

9. **Operation of CMHP**. County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Section 8 of Exhibit F or (c) termination by the County, in accordance with Section 8 of Exhibit F, of County's obligation to include in its CMHP a Program Area that includes that Service.

10. **OHA Reports.**

   a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:

(1) Summary reports to County and County's Providers from MOTS data as reported to OHA under this Agreement; and

(2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.

b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.

11. **Technical Assistance**. During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.

12. **Payment of Certain Expenses**. If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (www.oregon.gov/DAS/SCD/SARS/policies/oam/ 10.35.00.PR.pdf?ga=t) as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

13. **Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.

14. **Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Deputy Director for Addictions and Mental Health Services Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe

County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Section 15 below.

15. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

16. Purchase and Disposition of Equipment.

a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than $5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

Network
Personal Computer
Printer/Plotter
Server
Storage device that will contain client information
Storage device that will not contain client information, when the acquisition cost is $100 or more
Software, when the acquisition cost is $100 or more.

b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:

(1) description of the Equipment;
(2) serial number;
(3) where Equipment was purchased;
(4) acquisition cost and date; and
(5) location, use and condition of the Equipment

County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@state.or.us annually by June 30th of each year. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than $5,000, using the straight line method.

c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later

date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.

d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition authorizing the purchase.

e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR Part 92.32 or 45 CFR 75.320, as applicable, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

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, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; and (c) all state laws requiring reporting of Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Representations and Warranties.**

   a. County represents and warrants as follows:

(1) **Organization and Authority**. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) **Due Authorization**. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(3) **Binding Obligation**. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;

(5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and

(6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

(7) **Services**. To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

b. OHA represents and warrants as follows:

(1) **Organization and Authority**. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) **Due Authorization.** The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or

other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation**. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative**. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

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

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. **Termination.**

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:

(1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 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 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 day period or such longer period, if any, as County may specify in the notice; or

(4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:

(1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 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 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 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 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;

(6) Immediately upon written notice to County, if OHA determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.

c. OHA and County agree that this Agreement extends to September 1, 2017, but only for the purpose of amendments to adjust the allocated budget (Exhibit C) for Services performed, or not performed, by County during the 2015-17 biennium and prior to July 1, 2017. If there is more than one amendment modifying Exhibit C, the amendment shall be applied to Exhibit C in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after June 30, 2017.

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 Exhibit C except (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date, and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.

(2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

(1) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA's obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded, and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA's obligation to provide financial assistance for that Service.

(2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.

(3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for Local Administration – Mental Health Services (MHS 01) and Local Administration - Addiction Services (A&D 03) of 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 local administration of Services in that Program Area and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination of County's

obligation to include the Program Area, in which that Service falls, in County's CMHP, and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.

(4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. **Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:

(1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and

(2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

d. **Survival.** Exercise of a termination right set forth in Section 8 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. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

11. **Insurance.** County shall require Providers to maintain insurance as set forth in Exhibit I, which is attached hereto.

12. **Records Maintenance; Access and Confidentiality**.

    a. **Access to Records and Facilities**. OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.

    b. **Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.

    c. **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.

    d. **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:

        (1) Client identification;
        (2) Problem assessment;
        (3) Treatment, training or care plan;
        (4) Medical information when appropriate; and

(5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

13. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its Providers(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all Provider(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

14. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

15. **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.

16. **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.

17. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

18. **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.

19. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Contact Name: Pam Douglas
Title: Contracts Analyst
Street Address: 2051 Kaen Rd, Ste 154
City, State Zip: Oregon City, OR 97045
Telephone: 503-742-5316 Facsimile: 503-742-5312
pameladou@co.clackamas.or.us

20. **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.

21. **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.

22. **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.

23. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

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

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

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

25. **Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

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. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than $10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds $100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all

contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).

5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

   c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

   d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

   f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order

proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 days of completion. If a sub recipient expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. **Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with

awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

    a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such

information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. **Disclosure.**

a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest

is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom 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 Services.

a. Women's or Parent's Services. If County provides A&D 61 and A&D 62 Services, County must:

(1) Treat the family as a unit and admit both women or parent and their children if appropriate.

(2) Provide or arrange for the following services to pregnant women and women with dependent children:

(a) Primary medical care, including referral for prenatal care;

(b) Pediatric care, including immunizations, for their children;

(c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;

(d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and

(e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

b. Pregnant Women. If County provides any A&D Services other than A&D 70, A&D 80, A&D 81, or A&D 82 Services, County must:

(1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such Services;

(2) 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;

(3) If County has insufficient capacity to provide treatment Services to a pregnant woman, 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. If the individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the Provider from the county of the individual's residence that is referring the individual to residential services will make available counseling on the effects of alcohol and drug use on the fetus within 48 hours, including a referral for prenatal care.

c. **Intravenous Drug Abusers.** If County provides any A&D Services other than A&D 70, A&D 80, A&D 81, or A&D 82 Services, County must:

(1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;

(2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven 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 days after the request for admission to County is made; or

(b) 120 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

d. **Infectious Diseases.** If County provides any A&D Services other than A&D 70, A&D 80, A&D 81, or A&D 82, Services County must:

(1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every individual seeking Services from County; and

(2) Routinely make tuberculosis services available to each individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis Services.

(3) For purposes of (2) above, "tuberculosis services" means:

(a) Counseling the individual with respect to tuberculosis;

(b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and

(c) Appropriate treatment services.

e. **OHA Referrals.** If County provides any A&D Services other than A&D 70 services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by OHA.

f. **Barriers to Treatment.** Where there is a barrier to delivery of an A&D 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.** A&D Services funded through this Agreement, except for A&D 80, A&D 81 and A&D 82, 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 A&D 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 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 Service to that individual.

16. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for MHS 20, MHS 22, MHS 37 or MHS 38 Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance

Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.,* and County shall comply with those restrictions.

17. **Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66). 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.

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FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT H
REQUIRED PROVIDER CONTRACT PROVISIONS

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

   a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.

   b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.

   c. If this Contract requires Provider to deliver alcohol, drug abuse and addiction services, Provider may not use the funds paid to Provider under this Contract for such services:

      (1) To provide inpatient hospital services;
      (2) To make cash payments to intended recipients of health services;
      (3) To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
      (4) To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
      (5) To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)).

   d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs.

2. **Records Maintenance, Access and Confidentiality**.

   a. **Access to Records and Facilities**. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.

   b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum

of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.

c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.

d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:

(1) Client identification;
(2) Problem assessment;
(3) Treatment, training and/or care plan;
(4) Medical information when appropriate; and
(5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All individuals receiving services with funds provided under this Contract must be enrolled and that client's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in AMH's MOTS Reference Manual located at: http://www.oregon.gov/oha/amh/pages/compass/electronic-data-capture.aspx, as may be revised from time to time.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Services, Provider shall:

a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's

administrative rules or by the Oregon Health Authority's written policies made available to Provider.

b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Provider.

c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Provider.

d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all provider contracts related to this Agreement.

4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.

b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14. Disclosure.

5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against individuals with disabilities; (c) all state laws requiring reporting of client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G to the certain 2015-2017 Intergovernmental Agreement for the Financing of Community Addictions and Mental

Health Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.

8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.

10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the certain 2015-2017 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.

11 Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT I
PROVIDER INSURANCE REQUIREMENTS

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:** ☒ **Required by OHA** ☐ **Not required by OHA.**

   Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

   ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,000.	$4,000,000.

3. **Commercial General Liability:** ☒ **Required by OHA** ☐ **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,000.	$4,000,000.

4. **Automobile Liability:** ☒ **Required by OHA** ☐ **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,000.	$4,000,000.

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **Notice of Cancellation or Change.** The Provider or its insurer must provide 30 days' written notice to County 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.

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT J
START-UP PROCEDURES

A&D Special Projects (AD 60-Start-Up)
MHS Special Projects (MHS 37-Start-Up)

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under $5,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any special conditions which are specified in Exhibit C.

1. **Basis and Method of Payment**

   a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.

   b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 days. Ordinarily, OHA will not release funds earlier than 90days prior to the projected first day of service. However, under justifiable circumstances, OHA may release funds earlier.

   c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:

   (1) When OHA Start-Up funds in the amount of $1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Addictions and Mental Health Division as the

Security Interest Holder to OHA within five (5) days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Addictions and Mental Health Division
500 Summer Street NE, E86
Salem, OR 97301

(2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. Special Written Approval Authorizations

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 days of the anticipated acquisition date.

a. WHEN LEASING:

(1) Acquisition of real property, vehicles or capital items pursuant to a Lease;

(2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition;

(3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. OTHER:

(1) A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. Release of Payments

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. Start-Up Expenditure Documentation Maintained by County

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

a. The amount advanced;

b. The amount expended on each allowable category, and the amount expended on each item listed as required in section 2 above and pre-approved by OHA;

c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 90 days following the effective date of the award, or within 60 days of termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

a. Bill County for subject funds;

b. Following 30 days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or

c. Take other action needed to obtain payment.

7. Dedicated Use Requirement

Vehicles costing $1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. Removal of Liens

The following steps describe the process for removal of liens:

a. To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Addictions and Mental Health Division

Policies: Start-Up funds:

1. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
2. Must be expended only for items and services listed below.
3. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients. If, however, some or all clients in a new program are not enrolled when a program opens, and this delay results in a loss of service payment or room and board revenue, Phase-In funds may be used to make up for those lost revenues up to 30 days.
4. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by AMH.

Allowable Costs (includes costs incurred during client trial visits)

1. **Personnel Costs**: Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
   a. Salaries and wages;
   b. OPE costs; and
   c. Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
2. **Facility Costs**:
   a. Lease/mortgage payments and deposits;
   b. Property taxes and maintenance fees not included in, lease or mortgage payments;
   c. Utility costs, including hook-up fees; or,
   d. Equipment rental costs.
3. **Program Staff Training**:
   a. Training materials;
   b. Training fees;
   c. Trainer fees; and
   d. Travel costs (excluding out of state).
4. **Services and Supplies**:
   a. Program and office supplies;
   b. Initial supplies of food, maintenance, and housekeeping items; or
   c. Initial insurance premiums, (general, liability, and professional liability insurance;
5. **Capital Outlay**

a. Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs, work-related equipment for vocational programs;

b. Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;

c. Office furnishings and equipment proportionate to size of residential program/staff being implemented;

d. Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and

e. Renovation of real property costing less than $5,000.

2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES

EXHIBIT K
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING

	Clackamas County				
	Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
	MHS 01	Local Administration - Mental Health Services		N/A	
x	A&D 03	Local Administration - Addictions Services		N/A	
x	A&D 60	Special Projects		N/A	
x	A&D 60	Housing Assistance		N/A	
x	A&D 60	Strategic Prevention Framework		N/A	
x	A&D 61	Adult Substance Use Disorder Residential Treatment		N/A	
x	A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment		N/A	
x	A&D 63	Peer Delivered Services		N/A	
	A&D 66	Community Behavioral and Substance Use Disorder Services	Subrecipient	SAPT	93.959
x	A&D 67	Substance Use Disorder Residential Supportive Capacity		N/A	
	A&D 70	Alcohol and Drug Abuse Prevention	Subrecipient	SAPT	93.959
x	A&D 80	Problem Gambling Prevention Services		N/A	
x	A&D 81	Problem Gambling Treatment Services		N/A	
x	A&D 82	Problem Gambling Residential Services		N/A	
	MHS 20	Non-Residential Mental Health Services For Adults		N/A	
x	MHS 22	Child and Adolescent Mental Health Services Treatment Foster Care		N/A	
	MHS 26	Non Residential Youth and Young Adults Mental Health Services In Transition		N/A	
	MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
	MHS 28	Residential Treatment Services		N/A	
	MHS 30	Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board - PSRB and JPSRB		N/A	
x	MHS 31	Enhanced Care/Enhanced Care Outreach Services		N/A	
x	MHS 34	Adult Foster Care Services		N/A	

Clackamas County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
x MHS 35	Older/Disability Adult Mental Health Services		N/A	
x MHS 36	Pre-Admission Screening and Resident Review Services		N/A	
MHS 37	MHS Special Projects		N/A	
MHS 37	Peer Delievered Services		N/A	
MHS 37	Parent Child Interaction Therapy		N/A	
MHS 37	Mental Health Supported Housing and Rental Assistance		N/A	
MHS 37	Supported Education		N/A	
MHS 37	Community Behavioral and Mental Health Services	Subrecipient	MHBG	93.958
x MHS 39	Projects For Assistance In Transition From Homelessness (PATH) Services		N/A	

All highlighted and initialed services elements on pages 220-221 are elements not awarded to Clackamas County in 2015-2017 Intergovernmental Agreement #147783

Signed by:

Richard Swift, Interim Director, Health, Housing and Human Services Department

Date: