

April 28, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Amendment #1 to Intergovernmental Agreement #148508
with the State of Oregon, Acting by and through its Oregon Health Authority, for
Adult Mental Health Initiative (AMHI)

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 amendment adds \$659,195.73 to the current contract maximum of \$659,195.73 which brings the new maximum to \$1,318,391.55
Funding Source	Oregon Health Authority – No County General Funds are involved.
Duration	Effective July 1, 2015 and terminates June 30, 2017
Previous Board Action	The original biennial agreement was approved by the Board of County Commissioners on October 1, 2015 agenda item 100115-A1
Strategic Plan Alignment	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director- Behavioral Health Division (503)742-5305
Contract No.	7296

BACKGROUND:

The Behavioral Health Division of the Health, Housing and Human Services Department request the approval of an Amendment #1 to Intergovernmental Agreement # 148508 with the State of Oregon, Acting by and through its' Oregon Health Authority for the operation of Adult Mental Health Initiative. AMHI is designed to promote effective use of facility-based mental health treatment, increase care coordination and increase accountability at a local and state level. The initiative supports adults with mental illness in the least restrictive environment possible and minimize use of long term institutional care.

This amendment is effective upon date of last signature and continues through June 30, 2017.

This amendment adds \$659,195.73 to the current contract maximum of \$659,195.73 which brings the new maximum to \$1,318,391.55. This is the award of funds for the 2016/2017 fiscal year.

This contract was reviewed and approved by County Counsel April 11, 2016

RECOMMENDATION:

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

We further recommend that Mary Rumbaugh, 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, Director
Health, Housing and Human Services

Agreement Number 148508

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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.

This is amendment number **01** to Agreement Number **148508** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

**Clackamas County Behavioral Health Division
2051 Kaen Road, STE 154
Oregon City, OR 97045
Attn: Pamela Douglas
Telephone: (503) 742-5316
Facsimile: (503) 742-5312
E-mail address: pameladou@clackamas.or.us**

hereinafter referred to as “County.”

- 1.** This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
- 2.** The Agreement is hereby amended as follows:
 - a.** Exhibit A, Part 1 “Statement of Work” is hereby restated in its entirety as per Attachment 1 and incorporated herein by this reference. This restatement is to: move the “Exhibit MHS 37 – Adult Mental Health Initiative (AMHI) to MHS 37 Service Description, MHS Special Project” from a section within the Exhibit A, to an exhibit to Service Element “MHS 37 Special Project” and to add a new “Exhibit to MHS 37 Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) to MHS 37 Service Description, MHS Special Project”.
 - b.** Exhibit E, “Financial Pages,” is hereby amended per Attachment 2 “Financial Pages” and by this reference make it a part thereof.
- 3.** OHA’s performance hereunder is conditioned upon County’s compliance with provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are hereby incorporated by reference. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in 279A.010(1)(hh)), and other recycled products (as “recycled product” is defined in 279A.010(1)(ii)).

4. Except as expressly amended above, all other terms and conditions of the initial Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the initial Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Certification.

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
- (1) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (2) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (4) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

6. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County Behavioral Health Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

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

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Jeffrey J. Wahl, Senior Assistant Attorney General, Lead Counsel, Oregon Health Authority and Department of Human Services, on March 31, 2016, email in Contract file.

OHA Program:

Approved by Mary Mitchell on March 29, 2016, email in Contract file.

Office of Contracts and Procurement:

_____	_____
Regan Dugger, CPSM, C.P.M. Contract Specialist	Date

ATTACHMENT 1

EXHIBIT A

Part 1

Statement of Work

1. **Purpose:** County shall provide supported housing and rental assistance services as described below. OHA requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
2. **Services to be provided by County shall include:** Where referenced in this Agreement, “Agreement Settlement” means OHA’s reconciliation of amounts OHA actually disbursed to County against amounts that OHA is obligated to pay to County for services provided under this Agreement. Agreement Settlement can occur following the end of a biennial period, upon termination or expiration of this Agreement. County shall provide the following:
 - a. 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 E, “Financial Pages” contains a line providing payments 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) **Payment Calculation, Disbursement, and Payment Settlement Procedures**

See specific special project exhibits, if any, to this MHS 37 service description.

Even if the Financial Pages provide payment amounts for MHS 37 Services, OHA shall have no obligation to disburse any payments through this Agreement for any MHS 37 Services (even if payments therefore are disbursed to County) unless a corresponding special project exhibit describing the project is attached to this service description.

**Exhibit MHS 37 – Choice Model Services, prior to July 1, 2016
known as Adult Mental Health Initiative (AMHI)
to MHS 37 Service Description
MHS Special Project**

For the period July 1, 2015 through June 30, 2016:

1. Service Description

MHS 37-Adult Mental Health Initiative (AMHI) is designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the most independent environment possible and use of long term institutional care is minimized. This is achieved, in part, through effective utilization of current capacity in facility based treatment settings, increased care coordination and increased accountability at a local and state level.

Target Population:

The target population is individuals who, because of mental illness:

- a. Currently reside at an institution listed in ORS 179.321 and includes patients residing within a Neuro/Gero ward at Oregon State Hospital (OSH) in Salem, Oregon; or
- b. Currently reside in a licensed community based setting listed in ORS 443.400 and includes licensed programs designated specifically for young adults in transition; or
- c. Are under a civil commitment pursuant to ORS 426; or
- d. Were under a civil commitment that expired in the past 12 months; or
- e. Would deteriorate to meeting one of the above criteria without treatment and community supports.

This does not include individuals who are under the jurisdiction of the Psychiatric Security Review Board.

County shall provide oversight and care coordination of individuals within the target population to facilitate access to services consistent with the clinical needs of the individual and the purpose of the Adult Mental Health Initiative. County shall maintain and monitor a provider panel that requires written agreements between County and providers, and that has sufficient capacity and expertise to provide adequate, timely and medically appropriate access to services for the target population. The clinical services may be described and funded through other Agreements or service elements including, but not limited to, MHS 20-Non-Residential Mental Health Services for Adults, MHS 24-Regional Acute Psychiatric Inpatient Services, MHS 26-Non-Residential Mental Health Services For Youth and Young Adults In Transition, MHS 27-Residential Treatment Services for Youth and Young Adults In Transition, MHS 28-Residential Treatment Services, and MHS 34-Adult Foster Care Services for individuals who are 18 years of age or older.

2. Performance Requirements

County shall perform the following:

- a. Supported Housing:
 - (1) Develop supported housing resources;
 - (2) Coordinate access, subject to availability of funds, to safe and affordable housing; and
 - (3) Management and distribution of rental assistance program resources.

- b. Exceptional Needs Care Coordination:**
- (1)** Hold a face-to-face meeting with every individual referred to OSH from an acute care setting within 72 hours of the referral to assess if diversion from the State Hospital Waitlist is possible;
 - (2)** Hold a face-to-face meeting with every non-forensic OSH admission from County within 72 hours of admission resulting in a preliminary discharge plan and a preliminary individualized recovery plan for that individual;
 - (3)** Participate in 100% of the State Hospital Interdisciplinary Team (IDT) meetings for each individual from the County's service area;
 - (4)** Coordinate treatment planning team meetings for individuals originating from within the County's service area and temporarily receiving treatment at one of the OSH campuses with the goal of assuring appropriate community-based services and supports are developed and available upon IDT determination that the individual no longer requires hospital level of services; v. Ensure administration of standardized tools to determine individual's needs and setting (including Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS), Level of Service Inventory (LSI) or other tools prescribed by OHA);
 - (5)** Ensure systemic monitoring of individual's need and access to services; and
 - (6)** Ensure individuals have access to all appropriate benefits and resources available;
- c. Crisis and Mobile Crisis Services:** Ensure access to mobile crisis services as needed as a part of comprehensive community treatment.
- (1)** 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; and
 - (2)** Mobile crisis services are crisis services delivered in an individual'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:
 - (a)** Mental health crisis assessment;
 - (b)** Brief crisis intervention;
 - (c)** Assistance with placement in crisis respite or residential services;
 - (d)** Initiation of civil commitment process if applicable;
 - (e)** Assistance with hospital placement; and
 - (f)** Connecting the individual with ongoing services and supports.
- d. Rehabilitative Mental Health Treatment Services:**
- (1)** Ensure individuals who are not enrolled in managed care have access to community-based rehabilitative mental health treatment; and
 - (2)** Ensure the promotion and coordination of services described in (1) above in the community.

- e. Transition Planning and Management:
 - (1) Ensure utilization management of existing residential resources;
 - (2) Ensure residential treatment coordination occurs to assist both non-Medicaid and Medicaid enrolled individuals who are not enrolled in managed care in transitioning between licensed facilities and from licensed facilities to independent living; and
 - (3) Provide OHA with admission and discharge information for both non-Medicaid and Medicaid enrolled individuals who are not enrolled in managed care receiving personal care and rehabilitative mental health services in licensed community-based settings.
- f. Promote Peer Run and Peer Delivered Services:
 - (1) Peer run and peer delivered services are provided by individuals who have successfully engaged in their own personal recovery and demonstrate the core competencies for Peer Support Specialists, as defined by OAR 410-180-0300 through 410-180-0380, which may be revised from time to time;
 - (2) Peer Support Specialists are compensated for delivering Peer Delivered Services;
 - (3) The provider shall maintain policies and procedures that facilitate and document accessibility to a full range of peer run and peer delivered services;
 - (4) Ensure each individual reported to OHA as an MHS 37-AMHI service recipient has an individualized recovery plan subject to recipient choice; and
 - (5) Match individuals with peers who are best suited to assist in achieving goals in the individualized recovery plan. These services are provided by individuals who share a similar experience and promote recovery.
- g. Recovery-oriented services:
 - (1) Develop recovery oriented services based on identified individual and community needs that are culturally responsive and geographically accessible; and
 - (2) Develop purchasing strategies that encourage consumer self-direction, including but not limited to, developing voucher payment methods for some services.
- h. Guardianship:
 - (1) County may establish criteria for financially supporting guardianship; and
 - (2) County may prioritize support of court costs to establish non-paid family member as guardian.

3. **Reporting Requirements**

- a. Assure OHA licensed providers of adult mental health residential services comply with the prior authorization processes described in OAR 410-172-0140, service entry processes described in OAR 410-172-0240, and program requirements described in OAR 410-172-0250 through 410-172-0270.
- b. County shall prepare and electronically submit to the E-Submission site located at https://aix-xweb1p.state.or.us/amh_xweb/amh/index.cfm?a, the following data within 45 calendar days following the end of each subject month, unless a different schedule is specified, AMHI Level of Service Intensity Determination Data that includes:

- (1) An eight digit alphanumeric character Medicaid ID number or a nine digit social security number;
- (2) Individual's date of birth (00/00/0000);
- (3) Individual's gender;
- (4) Date of referral;
- (5) Referral source;
- (6) Date of determination;
- (7) County of Responsibility;
- (8) Scores for LOCUS Domains (to be reported annually or as needed);
- (9) Composite LOCUS score. (to be reported annually or as needed);
- (10) AMHI eligibility Y/N;
- (11) Levels of care recommended. (Note: Base the recommended level of care on both LOCUS data and other data indicative of the individual's needs and functioning);
- (12) Date the individual is determined not to be AMHI eligible or the last day the individual is considered AMHI eligible. Field will be blank if the individual continues to be AMHI eligible. A blank field will be considered complete;
- (13) Type of community services provided for each individual served in unlicensed community settings; and
- (14) Additional narrative that may help document the services and supports offered to the individual.

c. County shall submit the following reports electronically to amhcontract.administrator@state.or.us on forms prescribed by OHA:

- (1) Every two weeks, County shall prepare and submit to OHA a discharge planning update for every individual residing at OSH from their service area who has been determined to be 'Ready to Transition' for 30 days or more. The update must describe the specific barriers;
- (2) County shall prepare and submit an AMHI Statement of Revenue and Expenses report within 45 calendar days following the end of each subject quarter; and
- (3) Upon OHA's identification of any deficiencies in the County's subcontractor performance under this Agreement, including failure to expend available funding, County shall prepare and submit to OHA an OHA approved corrective action plan (CAP). The CAP must include the following information:
 - (a) The name of the subcontractor responsible for the deficiency;
 - (b) Reason or reasons for the CAP;
 - (c) The date the CAP will become effective;
 - (d) Proposed resolution of the deficiencies identified; and
 - (e) Proposed remedies, short of termination, should County's subcontractor not come into compliance within the timeframe set forth in the CAP.

4. Payment Calculation, Disbursement and Agreement Settlement Procedures

- a. **Calculation of Payment:** Payments for this special project are intended to be general payments for MHS 37-AMHI Services provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37-AMHI Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met.
- b. **Disbursement of Payment:** Unless a different disbursement method is specified in that line of the Exhibit E, “Financial Pages”, OHA will make payments for MHS 37-AMHI Services provided under a particular line of the Financial Pages to County in substantially equal monthly payments during the period specified in that line of the Financial Pages, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly payments;
 - (2) Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the funding MHS 37-AMHI Services provided under that line of the Financial Pages;
- c. **Calculation of Performance Payment:** County will qualify for a performance payment at the end of each fiscal year if it was operational, as defined by serving individuals and evidenced by the data properly reported in accordance with Section (3), “Reporting Requirements”, for at least 180 days per fiscal year and who meet the following performance criteria:
 - (1) County has documented achievement of 100% of the minimum number of mutually agreed upon qualifying events prior to the end of each year of funding under this Agreement; and
 - (2) County has maintained an average daily population on OSH non-forensic units below target set by OHA (unless this requirement has been waived by OHA); and
 - (3) County has discharged all non-forensic OSH individuals (excluding DHS’ Aging and People with Disabilities service eligible individuals) in less than 90 days after being deemed ready to transfer.
- d. **Disbursement of Performance Payment:** The performance payment is based on achievement of the performance criteria in accordance with Section (2), “Performance Requirements” above. Upon OHA’s determination that County met or exceeded the performance criteria, County may invoice OHA for a performance payment not to exceed the amount specified in that particular line of Exhibit E, “Financial Pages”.
- e. **Agreement Settlement:** Agreement Settlement will be used to confirm implementation of the project described herein based on data properly reported in accordance with Section (3), “Reporting Requirements” above.

For the period July 1, 2016 through June 30, 2017:

1. For purposes of this of this section the following definitions apply:
 - a. Face-to-Face means a personal interaction where both words can be heard and facial expressions can be seen in person or through telehealth services where there is a live streaming audio and video.

- b. In-reach means services delivered from community resources to the individual while at the Oregon State Hospital (OSH), including Assertive Community Treatment (ACT) and peer services to help OSH develop stabilization strategies and to prepare individual's for discharge. These services can be delivered through meetings with Choice Model Services ENCC, hospital staff, and the individual being served.
- c. Community Resource Development Plan means a plan to assess an individual's needs in the community for discharge within 30 calendar days of admission to OSH. County shall identify if the individual's needs are currently available in the community; if so, then reserve those resources; if not, then develop those resources to be ready once the individual is stable. A list of approved resources can be found on the OHA procedural website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time.
- d. Behavioral Services means an array of mental health and substance use disorder services, from screening and prevention to the level of services an individual qualifies to receive. Considering this is a mental health primary population, it is especially important to address substance use disorders at any level identified, including detox, residential and outpatient treatment. Behavioral services should also be integrated into the individuals' medical home with options for receiving services in that setting as well as specialized behavioral healthcare settings, such as community mental health.
- e. ENCC – Exceptional Need Care Coordination is a title of a County delivering Choice Model Services and emphasizes the role of identifying and creating new services that are specifically matched to the target population described in the Service Description. In addition, ENCCs also assist but not lead, in the placement of other clients outside of the target population as a resource for community placement or diversion from the Oregon State Hospital.
- f. Qualifying Events (QEs) are transitions from one level of care to another, typically from OSH to independence with services to be successful, or to licensed residential or foster care. Transitions are not expected to be sequential up or down in levels of care but be matched with an individual's stabilization and abilities. More points are assigned to placements that are independent from OSH than to licensed care. More definitions can be found at the procedural website: <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time.
- g. 1915(i) - The Home and Community-Based Services (HCBS) 1915 (i) is a state Medicaid plan amendment that allows for the use of Medicaid funding for Home-Based Habilitation. Behavioral Habilitation and Psychosocial Rehabilitation services are for qualified Medicaid recipients who have been diagnosed with a mental illness.

2. **Service Description**

The Choice Model Services, previously known as the Adult Mental Health Initiative (AMHI), is designed to promote more effective utilization of current capacity in facility based treatment settings, increase care coordination and increase accountability at a local and state level. It is designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the most independent environment possible and use of long term institutional care is minimized.

Target Population:

The target population is individuals who, because of mental illness:

- a. Currently reside at an institution listed in ORS 179.321 and includes patients residing within a Neuro/Gero ward at OSH in Salem, Oregon; or

- b. Currently reside in a licensed community based setting listed in ORS 443.400 and includes licensed programs designated specifically for young adults in transition; or
- c. Are under a civil commitment pursuant to ORS 426; or
- d. Were under a civil commitment that expired in the past 12 calendar months; or
- e. Would deteriorate to meeting one of the above criteria without treatment and community supports; and
- f. Does not include individuals who are under the jurisdiction of the Psychiatric Security Review Board (PSRB).

County shall:

- a. Provide oversight and care coordination of individuals within the target population to facilitate access to services consistent with the clinical needs of the individual and the purpose of the Choice Model Services; and
- b. Maintain and monitor a provider panel that requires written agreements between County and providers, and that has sufficient capacity and expertise to provide adequate, timely and medically appropriate access to services for the target population. The clinical services may be described and funded in other contracts or services for individuals who are 18 years of age or older, including the contracts between OHA and Coordinated Care Organizations (CCO).

3. Performance Requirements

County shall perform the following services as prescribed in the procedural website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time with mutual agreement between OHA and County.

Performance Requirements will be demonstrated as completed by submission of reports as required in Subsection (4) below, for each element as follows:

- a. Supported Housing;
- b. Exceptional Needs Care Coordination;
- c. Crisis and Mobile Crisis Services;
- d. Rehabilitative Mental Health Treatment Services;
- e. Transition Planning and Management;
- f. Develop and promote Peer Run and Peer Delivered Services;
- g. Recovery-oriented services;
- h. Guardianship, conservator and/or payee; and
- i. Supportive and Supported Employment.

Choice Model payments may be used to purchase services and for system development as mutually agreed upon between OHA and County as prescribed in Choice Model Services procedures located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be revised from time to time.

County may contract with subcontractors subject to prior review and written approval by OHA.

4. Reporting Requirements

County shall prepare and electronically submit to amhcontract.administrator@state.or.us written reports using forms and procedures as prescribed in OHA's website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx> no later than 45 calendar days following the end of each stated subject time period during the term of the Agreement, as it may be revised from time to time.

- a. OHA licensed providers of adult mental health residential services shall comply with the prior authorization processes described in OAR 410-172-0140, service entry processes described in OAR 410-172-0240, and program requirements described in OAR 410-172-0250 through 410-172-0270.
- b. County shall prepare and electronically submit transition outcome Qualifying Events (QEs) to the E-Submission site located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>¹ containing the Level of Service Intensity Determination Data as prescribed by OHA at the above web site no later than 45 calendar days following the end of each subject month unless a different schedule is specified.
- c. For every individual who will exceed the OHA established timeline for placement, County shall prepare and submit to OHA a weekly review of the discharge plan update for every individual residing at OSH from their service area. The update must describe the specific barriers, strategies to overcome those barriers, and timelines to accomplish the transition to the community.
- d. County shall prepare and submit a Choice Model Services, Statement of Revenue and Expenses report following the end of each subject quarter.
- e. Upon OHA’s identification of any deficiencies in the County’s subcontractor performance under this Agreement, including failure to expend available funding, County shall prepare and submit to OHA an OHA approved Corrective Action Plan (CAP). The CAP must include the following information:
 - (1) The name of the subcontractor responsible for the deficiency;
 - (2) Reason or reasons for the CAP;
 - (3) The date the CAP will become effective;
 - (4) Proposed resolution of the deficiencies identified; and
 - (5) Proposed remedies, short of termination, should County’s subcontractor not come into compliance within the timeframe set forth in the CAP.

5. Payment Calculation, Disbursement and Agreement Settlement Procedures

OHA provides payments for MHS 37 – Choice Model Services in two different ways, through Part A and Part C payments. The payment type is set forth in Exhibit E, “Financial Pages”, in MHS 37 lines that contain an “A” for Part A or “C” for Part C payments.

- a. The Part A payments will be calculated, and disbursed as follows:
 - (1) Calculation of Payments: Payments for this special project are intended to be general payments for MHS 37- Choice Model Services provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37- Choice Model Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met.
 - (2) Disbursement of Payment: Unless a different disbursement method is specified in that line of the Exhibit E, “Financial Pages”, OHA will make payments for MHS 37- Choice Model Services provided under a particular line of the Financial Pages to County in substantially equal monthly payments during the period specified in that line of the Financial Pages, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly payments; and

¹ Hyperlinks to this location, <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, will not be active until July 1, 2016.

ATTACHMENT 2

**EXHIBIT E
Financial Pages**

OREGON HEALTH AUTHORITY
DIRECT CONTRACT
FOR THE 2015-2016 YEAR
PART 1-A
FINANCIAL PAGES

DIR2

CONTRACT #: 148508 CONTRACTOR: CLACKAMAS COUNTY - AMHI
AMENDMENT#: 001

<u>SERVICE ELEMENT</u>	<u>PRIOR CONTRACTED AMOUNT</u>	<u>CONTRACT CHANGE</u>	<u>NEW CONTRACTED AMOUNT</u>	<u>UNITS</u>	<u>SERV CODE</u>	<u>SP#</u>
MENTAL HEALTH SERVICES						
37	\$626,236.03	\$0.00	\$626,236.03	0.		0
	<u>\$626,236.03</u>	<u>\$0.00</u>	<u>\$626,236.03</u>			
TOTAL PART 1-A	<u><u>\$626,236.03</u></u>	<u><u>\$0.00</u></u>	<u><u>\$626,236.03</u></u>			

OREGON HEALTH AUTHORITY
 DIRECT CONTRACT
 FOR THE 2015-2016 YEAR
 PART 1-C
 FINANCIAL PAGES

DIR2

CONTRACT #: 148508 CONTRACTOR: CLACKAMAS COUNTY - AMHI
 AMENDMENT#: 001

SERVICE ELEMENT	PRIOR CONTRACTED AMOUNT	CONTRACT CHANGE	NEW CONTRACTED AMOUNT	UNITS	SERV CODE	SP#
MENTAL HEALTH SERVICES						
37	\$32,959.79	\$0.00	\$32,959.79	0.		0
	\$32,959.79	\$0.00	\$32,959.79			
TOTAL PART 1-C	\$32,959.79	\$0.00	\$32,959.79			

OREGON HEALTH AUTHORITY
 DIRECT CONTRACT
 FOR THE 2016-2017 YEAR
 PART 1-A
 FINANCIAL PAGES

DIR2

CONTRACT #: 148508 CONTRACTOR: CLACKAMAS COUNTY - AMHI
 AMENDMENT#: 001

SERVICE ELEMENT	PRIOR CONTRACTED AMOUNT	CONTRACT CHANGE	NEW CONTRACTED AMOUNT	UNITS	SERV CODE	SP#
MENTAL HEALTH SERVICES						
37	\$0.00	\$626,236.03	\$626,236.03	0.		1
	\$0.00	\$626,236.03	\$626,236.03			
TOTAL PART 1-A	\$0.00	\$626,236.03	\$626,236.03			

OREGON HEALTH AUTHORITY
 DIRECT CONTRACT
 FOR THE 2016-2017 YEAR
 PART 1-c
 FINANCIAL PAGES

DIR2

CONTRACT #: 148508 CONTRACTOR: CLACKAMAS COUNTY - AMHI
 AMENDMENT#: 001

SERVICE ELEMENT	PRIOR CONTRACTED AMOUNT	CONTRACT CHANGE	NEW CONTRACTED AMOUNT	UNITS	SERV CODE	SP#
MENTAL, HEALTH SERVICES						
37	\$0.00	\$32,959.79	\$32,959.79	0.		2
	\$0.00	\$32,959.79	\$32,959.79			
TOTAL PART 1-c	\$0.00	\$32,959.79	\$32,959.79			

OREGON HEALTH AUTHORITY
Direct Contract

CONTRACTOR: CLACKAMAS COUNTY - AMHI
DATE: 03/15/2016

CONTRACT#: 148508
AMENDMENT#: 001

REASON FOR CONTRACT/AMENDMENT:

MHS Special Projects (MHS 37) and Exhibit MHS 37 Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) to MHS 37 Service Description. This amendment provides funding for Fiscal Year 2016-2017.

SPECIAL CONDITIONS:

- 1 These payments are provided for the special project described in Exhibit MHS 37 - Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) to MHS 37 Service Description.
- 2 These payments are for MHS 37 - Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) Performance Payment.