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AGREEMENT # 153134

2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING SERVICES

This 2017-19 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Multnomah County**, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Substance Use Disorders, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Substance Use Disorders, and Problem Gambling programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Substance Use Disorders, and Problem Gambling programs;

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

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Substance Use Disorders, and Problem Gambling programs;

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

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h),each Local Mental Health Authority that provides Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, shall determine the need for local Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Mental Health, Substance Use Disorders, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at http://www.oregon.gov/oha/amh/Pages/contracts.aspx. County shall provide services per the most recently submitted and approved Local Plan.

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, 2017. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.

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.

Multnomah County
By:

_____

Authorized Signature Title Date

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

_____

Authorized Signature Designated Procurement Officer (DPO) Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 28, 2017; email in Contract file.

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING SERVICES

EXHIBIT A
DEFINITIONS

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

1. **"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.

2. **"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."

3. **"Allowable Costs"** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.

4. **"Behavioral Health"** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance use, problem gambling, and mental health disorders as well as psychological distress and suicide.

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

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

7. **[Reserved]**

8. **"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.

9. **"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.

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

11. **"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.

12. **"Financial Assistance Award"** or **"FAA"** means the description of financial assistance set forth in Exhibit C, "Financial Assistance Award," attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, "Service Descriptions," and Exhibit B-2, "Specialized Service Requirements," for each respective Service.

13. **"Gambling Disorder"** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.

14. **"Health Services Division"** or **"HSD"** means for the purpose of this Agreement, the division of OHA that is responsible for substance use disorders, problem gambling, and mental health services.

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

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

a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;

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

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

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

17. **"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.

18. **"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.

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

20. **"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.

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

a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or

b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or

c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.

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

23. **"Oregon Health Authority"** or **"OHA"** means the agency within the State of Oregon that is responsible for substance use disorders services, problem gambling prevention and treatment services, children and adult mental health services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.

24. **"Overexpenditure"** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit D, "Special Terms and Conditions."

25. **[Reserved]**

26. **"Problem Gambling"** means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with gambling disorder or are at risk of developing gambling disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling and Gambling Disorder will be used interchangeably.

27. **"Program Area"** means any one of the following: Mental Health Services, Substance Use Disorders, or Problem Gambling Services.

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

29. **"Provider Contract"** has the meaning set forth in Exhibit E, "General Terms and Conditions," section 5.

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

Service Name	Service Code
System Management and Coordination – Mental Health Services	MHS 01
System Management and Coordination – Substance Use Disorders and Problem Gambling Services	A&D 03
Substance Use Disorders 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 and Day Treatment Capacity	A&D 67
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Problem Gambling Treatment Enhancements	A&D 83
Non-Residential Mental Health Services For Child, Youth and Adults	MHS 20
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
Community Crisis Services For Adults and Children	MHS 25
Non-Residential Mental Health Services For Youth and Young Adults In Transition	MHS 26
Residential Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Treatment Services	MHS 28
Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board	MHS 30
Enhanced Care and Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older or Disabled Adult Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services (PASARR)	MHS 36
MHS Special Projects	MHS 37
Supported Employment Services	MHS 38
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

31. **"Service Description"** means the description of a Service or Service Element as set forth in Exhibit B-1, "Service Descriptions."

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

Specialized Service Requirement Name	Specialized Service Requirement Code
Early Assessment and Support Alliance (EASA)	MHS 26A
Secure Residential Treatment Facility	MHS 28A
Relative Foster Care	MHS 34A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

33. **"Substance Use Disorder(s)"** means disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.

34. **"Trauma Informed Services"** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking mental health and substance use disorders Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.

35. **"Underexpenditure"** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit E, "General Terms and Conditions," section 3.b.

2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING SERVICES

EXHIBIT B-1
SERVICE DESCRIPTIONS

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

1. Service Name: **SYSTEM MANAGEMENT AND COORDINATION – SUBSTANCE USE DISORDERS AND PROBLEMGAMBLING SERVICES**

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

a. Service Description

System Management and Coordination – Substance Use Disorders and Problem Gambling Services (A&D 03) is the central management of a Substance Use Disorders and Problem Gambling Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, "Financial Assistance Award," of this Agreement. A&D 03 includes planning and resource development, coordination of service delivery for Substance Use Disorders and Problem Gambling, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

b. Performance Requirements

(1) In providing A&D 03 Services for Substance Use Disorders and Problem Gambling Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

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

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.

c. Special Reporting Requirements

County shall submit a written narrative to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each fiscal year, during the life of the Agreement that addresses the following:

Data on abuse reports, investigations and protective services involving Individuals, the resulting investigations and protective services, and any corrective actions.

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

(1) 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 Substance Use Disorders and Problem Gambling 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 Substance Use Disorders and Problem Gambling 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.

(2) 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.

(3) Agreement Settlement: Agreement Settlement will be used to confirm County's administration of Substance Use Disorders and Problem Gambling 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 line of the Financial Assistance Award and amounts due for such services based on the delivery of Substance Use Disorders and Problem Gambling Services and the financial assistance awarded for those Services under a particular line of Exhibit C, "Financial Assistance Award," and as properly reported in accordance with the "Special Reporting Requirements" section above.

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

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

a. 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.

b. Performance Requirements

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

c. Special Reporting Requirements

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

d. 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 Service Description
A&D Special Projects

1. Service Description

Exhibit A&D 60 – Housing Assistance services assist Individuals, who are in recovery from substance use disorders, in locating and paying for housing designated "alcohol and drug free," as defined in ORS 90.243 or approved by a Program Manager for the contracted Alcohol and Substance Use Disorder Program. 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 Exhibit A&D 60 – Housing Assistance services funded through this Agreement must reside in County, be in recovery from substance use disorders, were initially 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 for alcohol and drug free housing and may include payment of associated move-in costs, such as deposits and fees; and

b. Housing coordination services to assist Individual, recovering from substance use disorders in locating and securing suitable housing, housing repairs, and referrals to other resources. No more than 10% of the total funds awarded under this Exhibit A&D 60 – Housing Assistance may be used for housing repairs.

Utilization requirements for Exhibit A&D 60 – Housing Assistance will be identified in a special condition subject to funds awarded in a particular line in the Financial Assistance Award.

3. Reporting Requirements

All Individuals receiving Exhibit A&D 60 – Housing Assistance 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

Quarterly Reports. For each calendar quarter during the period for which financial assistance is awarded through this Agreement for Exhibit A&D 60 – Housing Assistance services, County shall submit electronically through secure e-mail to amhcontract.administrator@state.or.us written quarterly progress reports, on the OHA-provided reporting template, on the delivery of Exhibit A&D 60 – Housing Assistance services, no later than 45 calendar days after the end of each subject quarter as follows:

a. Information and data as required on the OHA-provided reporting template;

b. Provide, for financial settlement purposes, the total amount expended during the subject quarter for the following:

(1) Rental Assistance, including move-in costs;

(2) Housing Coordination, including home repair costs; and

(3) Administration expense.

c. All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission.

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

a. Calculation of Financial Assistance: OHA will provide financial assistance for Exhibit A&D 60 – Housing Assistance services identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the cash assistance actually paid by County on behalf of the Individuals for rental assistance and the costs incurred by County in providing housing coordination services, as described in the "Performance Requirements" section above, under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all Exhibit 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 Exhibit 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 financial assistance awarded for Exhibit 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 give written notice to County, reduce the monthly allotments based on under used allotments identified through data reported in accordance with the "Special Reporting Requirements" section above;

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

(3) Upon amendment to the Financial Assistance Award, OHA may adjust monthly allotments as necessary, to reflect changes in the financial assistance awarded for Exhibit 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 Exhibit A&D 60 – Housing Assistance services that are not properly reported to OHA in accordance with the "Special Reporting Requirements" section above; and

(5) OHA will not provide financial assistance under this Agreement for more than 24 months of Exhibit A&D 60 – Housing Assistance services for any particular Individual, unless approved in writing, in advance, 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 financial assistance for Exhibit A&D 60 – Housing Assistance services and funds 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 the "Special Reporting Requirements" section above.

Financial Assistance provided by OHA for both rental assistance and housing coordination services, calculated as an average amount per Individual per month, shall not exceed the most recent two bedroom Fair Market Rent (FMR) as determined by the U.S. Department of Housing and Urban Development (HUD) for the program service area. If the service area includes areas with different FMRs, the higher of the FMRs shall be the amount used.

Exhibit A&D 60 – Intoxicated Driver Program Fund (IDPF)
To A&D 60 Service Description
A&D Special Project

1. Service Description

Exhibit A&D 60 – Intoxicated Driver Program Fund (IDPF) supports the delivery of eligible services to Individuals who are found to be indigent and, as the result of being charged with Driving Under the Influence of Intoxicants (DUII), require services through a DUII Alcohol/Other Drug Information Program or a DUII Alcohol/Other Drug Rehabilitation Program.

a. DUII Alcohol/Other Drug Information Programs provide 12-20 hours of alcohol and other drug education with an emphasis on the consequences of driving under the influence.

b. DUII Alcohol/Other Drug Rehabilitation Programs provide medically appropriate substance use disorder services for Individuals who have been charged with a DUII and meet diagnostic criteria for a substance use disorder.

2. Performance Requirements

Eligible services are limited to:

a. Providing treatment for Individuals who enter diversion agreements under ORS 813.200 and are found to be indigent;

b. Providing treatment programs required under ORS 813.200 and treatment or information programs required under ORS 471.432 for Individuals who are found to be indigent; and

c. Special services required to enable a person with a disability or a person whose proficiency in the use of the English is limited because of the person's national origin to participate in treatment programs that are used for diversion agreements under ORS 813.200 or required under ORS 813.020. This applies whether or not the person is indigent and only to special services required solely because of the person's disability or limited proficiency in the use of English.

Providers of services funded through this Agreement must have a current Letter of Approval issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

Providers must meet and comply with the program standards set forth in OAR 415-054-0020 through 415-054-0040, as such rules may be revised from time to time.

3. Reporting Requirements

All Individuals receiving Exhibit A&D 60 – IDPF 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

Quarterly Reports. For each calendar quarter during the period for which financial assistance is awarded through this Agreement for Exhibit A&D 60 – IDPF services, County shall submit electronically to amhcontract.administrator@state.or.us written quarterly reports on the delivery of Exhibit A&D 60 – IDPF services no later than 45 calendar days after the end of each subject quarter. Reports must be submitted using the form provided by OHA at http://www.oregon.gov/oha/amh/duii/Pages/providers.aspx

Quarterly reports shall be a list of all Individuals receiving Exhibit A&D 60 – IDPF funded services, which includes:

a. First and last name;

b. Date of birth;

c. MOTS Identification Number;

d. Eligible service provided;

e. Service type (e.g. group or individual session);

f. Number of service units provided; and

g. Amount of IDPF funds utilized.

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

a. Calculation of Financial Assistance: The funds awarded for Exhibit A&D 60 – IDPF services are intended to be general financial assistance to the County for Exhibit A&D 60 – IDPF services, with funds provided through this Agreement. The total OHA financial assistance for all Exhibit A&D 60 – IDPF services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for Exhibit A&D 60 – IDPF 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 Exhibit A&D 60 – IDPF 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) upon 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 Exhibit A&D 60 – IDPF 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 Exhibit A&D 60 – IDPF services and amounts due for such services based on costs incurred by County for Exhibit A&D 60 – IDPF eligible services provided under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services
To A&D 60 Service Description
A&D Special Project

1. Service Description

Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services are defined as specific outreach with the primary purpose of getting problem gamblers and/or family members enrolled in Problem Gambling Outpatient Treatment Services (A&D 81).

The specific Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services that may be delivered with funds provided under this Agreement are as follows:

a. Outreach aimed at increasing the number of clients receiving services;

b. Targets a specific at risk population;

c. Involves repeated contact and the development of a relationship with another professional provider; and

d. Increases the number of Individuals that are assessed and referred to County problem gambling treatment programs.

Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services may be delivered by treatment or prevention providers.

2. Performance Requirements

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 309-008-0100 through 309-008-1600 Certification of Behavioral Health Treatment Services, or OAR 415-056-0030 through 415-056-0050 Substance Abuse and Problem Gambling Prevention Programs; as such rules may be revised from time to time.

b. County shall designate a Problem Gambling Client Finding Outreach specialist that shall be responsible for:

(1) Implementation of Biennial Problem Gambling Client Finding Outreach Strategy Plan;

(2) Overseeing and coordinating Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services provided in the County; and

(3) Preparing the annual reports, as described in the "Special Reporting Requirements" section below.

3. Special Reporting Requirements

County shall submit written annual reports to OHA, using forms and procedures prescribed by OHA, describing the results of Exhibit A&D 60 - Problem Gambling Client Finding Outreach Services in achieving the goals and outcomes set forth in the Biennial Problem Gambling Client Finding Outreach Strategy Plan. The report must also describe the activities, appraisal of activities, and expenses during the preceding fiscal year in providing Exhibit A&D 60 - Problem Gambling Client Finding Outreach Services. Annual reports are due within 45 days, following the end of the state fiscal year, and must be sent to OHA at the email address provided on the reporting form, located at: www.oregonpgs.org/.

4. Financial Assistance Calculation and Disbursement Procedures

a. Calculation of Financial Assistance:

(1) Funds awarded for Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services are intended to be general financial assistance to the County for Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services on a per unit basis, so long as the County offers and delivers Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services as part of its CMHP. The total OHA financial assistance for all Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services as specified in that line of the Financial Assistance Award.

(2) OHA is not obligated to provide financial assistance for any Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services delivered under this Agreement that are not properly reported in accordance with the "Special Reporting Requirements" section above.

(3) Providers of Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services funded through this Agreement may not charge Individuals whose Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services are funded through this Agreement any co-pay or other fees for such Services without OHA written approval of fees policy.

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 Exhibit A&D 60 – Problem Gambling Client Finding Outreach 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) upon written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with the "Special Reporting Requirements" section above;

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

(3) Upon amendment to the Financial Assistance Award, OHA may adjust monthly allotments as necessary, to reflect changes in the funds awarded for Exhibit A&D 60 – Problem Gambling Client Finding Outreach 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 Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services by County as part of its CMHP based on the delivery of Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services as properly reported in accordance with the "Special Reporting Requirements" section above.

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

1. Service Description

Exhibit A&D 60 – Start –Up funds awarded for this special project Exhibit 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 begin, expand, or improve substance use disorder and problem gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from Exhibit A&D 60 – Start-Up may not be used for real property improvements of $10,000 and above. When OHA funds in the amount of $10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow procedures as prescribed by that unit.

Exhibit A&D 60 – 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 Exhibit A&D 60 – 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

Using the OHA prescribed "Start-Up 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." The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit J, "Start-Up Procedures."

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

a. Calculation of Financial Assistance: OHA will provide financial assistance for Exhibit 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, "Start-Up Procedures." The total OHA financial assistance for all Exhibit 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 Exhibit A&D 60 – 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 Exhibit 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," as described in and in accordance with Exhibit J, "Start-Up Procedures."

(2) OHA is not obligated to disburse any Exhibit A&D 60 – Start-Up funds for expenditures that are not properly reported in accordance with the "Special Reporting Requirements" section above and as described in Exhibit J, "Start-Up Procedures," by the date 45 days after the earlier of the expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for Exhibit A&D 60 – Start-Up, or termination of County's obligation to include the Program Area in which Exhibit A&D 60 – Start-Up Services fall in its CMHP.

(3) After execution of the Agreement or any amendments(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 Exhibit A&D 60 – Start-Up and amounts due for Exhibit A&D 60 – Start-Up based on actual allowable expenditures incurred in accordance with this Exhibit A&D 60 – Start-Up 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 45 calendar days after the expiration or termination date of this Agreement shall not be accepted or owed by OHA.

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

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

a. Service Description

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

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

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

A&D 61 Services provided under this Agreement must be provided only to Individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain 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.

b. Performance Requirements

(1) 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.

(2) 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.

(3) 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:

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

(b) 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;

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

(d) Involve the family or significant others of the Individual in the treatment process;

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

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

(g) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) days of discharge from the residential program.

(4) Quality of Services provided under this Agreement will be measured in accordance with the following criteria:

(a) **Engagement**: Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment.

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

c. **Reporting Requirements**

All Individuals receiving A&D 61 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

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

(1) 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.

(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 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:

(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 data reported in accordance with the "Reporting Requirements" section 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 A&D 61 Services provided under that line of the Financial Assistance Award; and

(d) OHA is not obligated to provide financial assistance for any A&D 61 Services that are not properly reported in accordance with the "Reporting Requirements" section 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).

(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 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 the "Reporting Requirements" section above.

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

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

a. Service Description

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

b. Performance Requirements

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

c. Reporting Requirements

All Individuals receiving A&D 62 – Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment 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 and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Financial Assistance Calculation and Disbursement Procedures

(1) 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.

(2) 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:

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

(b) 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.

(3) 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 the "Reporting Requirements" section above.

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

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

a. 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(106). 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 provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.

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

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

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

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

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

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

Peer Support Specialists are Individuals as defined in OAR 309-019-0105(77), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

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

b. Performance Requirements

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

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

(1) Delivered by PSS/PWSs who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;

(2) Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with peer delivered services and a certified Peer Support Specialist or Peer Wellness Specialist;

(3) Delivered in accord with a plan developed with or by the person receiving services;

(4) Documented and regularly reviewed by the person receiving services; and

(5) Documented either in MOTS or MMIS or comparably reported.

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

c. Reporting Requirements

All Individuals receiving A&D 63 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. 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 45 days after the end of each quarter, County shall submit to OHA a report that includes:

(1) The amount of funds spent as of the end of the reporting period;

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

(3) Breakdown of Service received;

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

(5) Number of people who gained employment or engaged in productive educational or vocational activities during Service participation;

(6) Number of people who remained crime-free during Service participation; and

(7) Number of people served who are being retained from the previous quarter.

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

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

(1) 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.

(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 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:

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

(b) 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.

(3) 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 the "Special Reporting Requirements" section above.

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

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

a. **Service Description**

(1) Community Behavioral and Substance Use Disorder Services (A&D 66) 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.

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

(a) Counseling and education about HIV and tuberculosis (TB);

(b) Risks of sharing needles;

(c) Risks of transmission to sexual partners and infants;

(d) Steps to ensure that HIV and TB transmission does not occur;

(e) Referral for HIV or TB treatment services, if necessary;

(f) Counseling on the effects of alcohol and drug use on the fetus; and

(g) A referral for prenatal care.

(3) 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:

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

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

ii. Early Identification and Screening: Conduct periodic and systematic 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.

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

A. American Society of Addiction Medicine (ASAM) for Individuals receiving substance use disorder services.

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

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

iv. Education: Partner with other community groups and organizations, including, but not limited to, schools, community corrections, and other related organizations to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups' needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment services within these populations.

(b) Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:

i. Brief motivational counseling;

ii. Supportive services to facilitate participation in ongoing treatment; and

iii. Withdrawal management for substance use disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.

(c) Therapeutic Interventions:

General Community Based Services, which may include:

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

ii. General outpatient services;

iii. Medication Management for:

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

B. Substance Use disorders:

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 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and

v. Meaningful Individual and family involvement.

(d) Continuity of Care and Recovery Management:

i. Continuity of Care Services includes:

A. Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice;

B. Facilitate access to appropriate levels of care and coordinate management of services and supports based on an Individual's needs, in their community of choice;

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

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

ii. Recovery Management Services includes:

A. Continuous case management;

B. Monitoring of conditions and ongoing recovery and stabilization;

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

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

b. **Performance Requirements**

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

(2) The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a county-wide 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.

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

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

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

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

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

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

(g) **Completion**: Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.

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

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

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

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

i. 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.

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

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

iv. Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 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.

c. Reporting Requirements

All Individuals receiving A&D 66 Community Behavioral and Substance Use Disorder 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

Quarterly Reports. For each calendar quarter during the period for which financial assistance is awarded through this Agreement for A&D 66 Services, County shall submit electronically to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of A&D 66 Services provided to non-enrolled Individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Reports on Prevention, Education, and Outreach must be submitted quarterly on the form located at http://www.oregon.gov/oha/amh/Pages/reporting-reqs.aspx. Reports must be delivered no later than 45 calendar days after the end of each subject quarter. Include information and data as required on the OHA-provided reporting template.

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

(1) 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.

(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 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:

(a) OHA may, after 30 days (unless parties agree otherwise) upon 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;

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

(c) 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.

(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 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, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

7. Service Name: **SUBSTANCE USE DISORDER RESIDENTIAL AND DAY TREATMENT CAPACITY**

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

a. Service Description

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

Housing/lodging services include:

(1) Bed with a frame and clean mattress;

(2) Pillow(s);

(3) Linens: sheets, pillowcases, and blankets;

(4) Bath towel and wash cloth;

(5) Private dresser or similar storage area for personal belongings;

(6) Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);

(7) Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and

(8) Rent/Utilities (no additional charges to Individual while in treatment).

b. Performance Requirements

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

c. Reporting Requirements

All Individuals receiving A&D 67 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

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

(1) 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 or day treatment 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 67 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.

(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 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:

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

(b) 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.

(3) 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 the "Reporting Requirements" section above.

8. Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

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

a. Service Description

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

(a) Outreach aimed at increasing general public awareness of problem gambling (this is differentiated from Exhibit A&D 60 – Problem Gambling Client Finding Outreach Services, which targets individuals and families) and includes all populations of the general public; and

(b) Prevent problem gambling.

(2) The goals and outcomes for County's A&D 80 Services must be described in County's approved Biennial Problem Gambling Prevention Implementation Plan and entered into the Oregon Prevention Data System (OPDS). 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 OPDS data collection and tracking system. OHA financial assistance to County for A&D 80 Services in the subsequent biennium will, in part, depend upon achievement of the goals and outcomes identified in the previous biennium.

b. Performance Requirements

(1) Providers of A&D 80 Services must comply with OAR 415-056-0030 through 415-056-0050 and have a current Letter of Approval (LOA) issued by OHA.

(2) County shall designate a problem gambling prevention coordinator who shall be responsible for:

(a) Preparing a Biennial Problem Gambling Prevention Implementation Plan in accordance with the "Performance Requirements" section below and submitting it electronically to OHA through the Oregon Prevention Data System (OPDS) at https://orpds.witsweb.org for review and approval;

(b) Preparing the annual reports as described in the "Special Reporting Requirements" section below; and

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

(3) In accordance with OHA Trauma Informed Care (TIC) Policy, as described in Exhibit D (Special Terms and Conditions), CMHPs providing A&D 80 Services shall have: a TIC plan; TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information; have initiated and completed an agency self-assessment; and have a quality assurance structure/process to further develop and sustain TIC.

(4) The Biennial Problem Gambling Prevention Implementation Plan details the services to be provided and must include as many of the Center for Substance Abuse Prevention (CSAP) Strategies as possible (e.g. Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities and Environmental Strategies). CSAP Strategies may be found at online at http://www.oregon.gov/oha/amh/prevention/prev-coordinators-manual.pdf.

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

(5) Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County's current Biennial Problem Gambling Prevention Implementation Plan.

c. Special Reporting Requirements

(1) Oregon Prevention Data System (OPDS). All A&D 80 Services provided under this Agreement must be reported electronically, by County to OHA, on a monthly basis through OPDS, located at https://orpds.witsweb.org/, in accordance with the OPDS Flow Chart, located online at www.oregonpgs.org/prevention/reporting-tools/. Electronic data submissions into the OPDS system are due by the 15th of each month with respect to Services provided in the prior month.

(2) County shall submit written annual reports to OHA, using the Problem Gambling Prevention Annual Report form(s), located at www.oregonpgs.org/prevention/reporting-tools/, to describe the results of A&D 80 Services in achieving the goals and outcomes set forth in the County's Biennial Problem Gambling Prevention Implementation Plan.

(a) The annual report must describe the activities, appraisal of activities, and expenses during the preceding fiscal year in providing A&D 80 Services.

(b) 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.

(3) For each calendar quarter during the period for which financial assistance is awarded through this Agreement for Problem Gambling Prevention Services, County shall submit electronically to the designated Problem Gambling Statewide Prevention and Outreach Specialist, (contact information is located at: www.oregonpgs.org/about/contact-us/) written Media Campaign reports on the delivery of Problem Gambling Prevention Services no later than 45 calendar days after the end of each subject quarter. This report must include the information and data as required on the OHA provided reporting template, which is located at: www.oregonpgs.org/prevention/reporting-tools/.

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

(1) Calculation of Financial Assistance:

(a) Funds awarded for A&D 80 Services through this Agreement are intended to be general financial assistance to the County for A&D 80 Services. 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.

(b) 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 the "Special Reporting Requirements" section above.

(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 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:

(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 data reported in accordance with the "Special Reporting Requirements" section above;

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

(c) Upon amendment to the Financial Assistance Award, OHA may 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.

(3) Agreement Settlement: Agreement Settlement shall 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 the "Special Reporting Requirements" section above.

9. Service Name: **PROBLEM GAMBLING TREATMENT SERVICES**

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

a. 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).

(1) 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.

(2) 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.

(3) 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. Providers must request a waiver to provide services to out of state residents. The request shall be in writing using the designated form of OHA's Problem Gambling Services office, located at: http://www.oregonpgs.org/treatment-resources/. Request shall be sent to OHA at the email address provided on the form.

b. Performance Requirements

(1) 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; and OAR 309-008-0100 through 309-008-1600 Certification of Behavioral Health Treatment Services, as such rules may be revised from time to time.

(2) County shall meet the performance standards listed 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 the "Special Reporting Requirements" section below.

(a) **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.

(b) **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.

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

(d) **Retention:** The percent of Individuals receiving A&D 81 Services who 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.

(e) **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.

(f) **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."

(g) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete a client enrollment survey must not be less than 95%.

(h) **Accordance with OHA Trauma Informed Care (TIC) Policy as described in Exhibit D (Special Terms and Conditions):** CMHPs providing A&D 81 Services shall have: a TIC plan; TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information; have initiated and completed an agency self-assessment; and have a quality assurance structure/process to further develop and sustain TIC.

(3) A&D 81 Services are limited to 12 months per Individual. 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: http://www.oregonpgs.org/treatment-resources/. 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 12month service limitation period.

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

c. Special Reporting Requirements

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services. All Providers of A&D 81 Services shall comply with the current GPMS User Manual located at: http://www.oregonpgs.org/treatment-resources/.

(1) 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.

(2) 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.

(3) 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 2017) 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 within 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.

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

(5) Trauma Informed Care (TIC): County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 81 Services in achieving the goals and outcomes set forth in the "Performance Requirements" section above. Final biennial reports are due within 45 days following the end of the state biennium, and sent to OHA at the email address provided on the reporting form. Trauma Informed Care reporting form is located at: http://www.oregonpgs.org/treatment/.

(6) For each calendar quarter during the period for which financial assistance is awarded through this Agreement for Problem Gambling Treatment Services, County shall submit electronically to: amhcontract.administrator@state.or.us, written quarterly Media Campaign reports on the delivery of Problem Gambling Treatment Services no later than 45 calendar days after the end of each subject quarter. Include information and data as required on the OHA provided reporting template, located at: www.oregonpgs.org/prevention/reporting-tools/.

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

(1) 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.oregonpgs.org/treatment/billing-codes-and-rates/ 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.

(a) 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;

(b) 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;

(c) 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; and

(d) 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. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

(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 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:

(a) OHA may, after 30 days (unless parties agree otherwise) provide 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;

(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 A&D 81 Services on that line of the Financial Assistance Award;

(d) OHA may adjust monthly allotments as necessary to reflect performance standards not being met; and

(e) 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 may 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.

(3) 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 the "Special Reporting Requirements" section above.

(4) 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 the "Special Reporting Requirements" section above. OHA may apply the Health Systems Division (HSD) 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 Recovery; and OAR 410-120-0380 Fraud and Abuse, as such rules may be revised from time to time.

10. Service Name: **PROBLEM GAMBLING RESIDENTIAL SERVICES**

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

a. 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.

(1) 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.

(2) 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.

b. Performance Requirements

(1) County shall maintain a License as a Mental Health Service Agency or a Letter of Approval (LOA) issued by OHA 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.

(2) 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 the "Special Reporting Requirements" section below.

(a) **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.

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

(c) **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 who: (a) are stabilized to safely return to the community and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; (b) have achieved at least 75% of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).

(d) **Client Enrollment Survey Completion**: The percent of Individuals receiving A&D 82 Services who complete a client enrollment survey must not be less than 95%.

(e) **Accordance with OHA Trauma Informed Care (TIC) Policy as described in Exhibit D (Special Terms and Conditions):** CMHPs providing A&D 82 Services shall have a TIC plan; TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information; have initiated and completed an agency self-assessment; and have a quality assurance structure/process to further develop and sustain TIC.

c. **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.oregonpgs.org/treatment-resources/.

(1) 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.

(2) 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.

(3) 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 (i.e. August 2017) 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 within 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.

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

(5) Trauma Informed Care: County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 82 Services in achieving the goals and outcomes set forth in the "Performance Standards" section above. Final biennial reports are due within 45 days following the end of the state biennium and shall be sent to OHA at the email address provided on the reporting form. Trauma Informed Care reporting form is located at: http://www.oregonpgs.org/treatment/.

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

(1) 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.oregonpgs.org/treatment/billing-codes-and-rates/, 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.

(a) 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;

(b) OHA is not obligated to provide financial assistance for any A&D 82 Services that are not properly reported in accordance with the "Special Reporting Requirements" section 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; and

(c) 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.

(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 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:

(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 GPMS or through other reports required in accordance with the "Special Reporting Requirements" section 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 A&D 82 Services provided under that line of the Financial Assistance Award;

(d) 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 may 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; and

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

(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 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 are 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 the "Special Reporting Requirements" section above.

(4) 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 over expenditures, to discover possible instances of fraud and abuse, and to verify that encounter data submissions are documented in the client file as described in the "Special Reporting Requirements" section 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 OAR 410-120-1510 Fraud and Abuse, as such rules may be revised from time to time.

11. Service Name: **PROBLEM GAMBLING TREATMENT ENHANCEMENTS**

Service I.D. Code: **A&D 83**

a. 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.

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

(1) The specific A&D 83 Services that may be delivered with funds provided under this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:

(a) Secure Residential Treatment Facility (1-14 day residential care at a psychiatric health care facility): Providers of this service must have Division approved written policies and procedures for operating this service and comply with OAR 309-035-0100 through 309-035-0460.

(b) Respite care service (1-14 day residential care at an alcohol and drug treatment facility): Providers of this service must have Division approved written policies and procedures for operating this service and have a current license issued by the Division in accordance with OAR 415-012-0000 through 415-012-0090 and OAR 309-018-0100 through 309-018-0215.

(2) Problem Gambling Treatment Enhancement Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out of state residents is permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon lottery product.

b. Performance Requirements

County shall meet the performance requirement standards listed below. These performance requirement standards are imposed and assessed on an individual County basis. If OHA determines that a Provider of A&D 83 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 the "Special Reporting Requirements" section below.

(1) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be five business days or less for at least 90% of all Individuals receiving A&D 83 Services funded through this Agreement.

(2) **Client Satisfaction**: The percent of Individuals receiving A&D 83 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) **Successful Completion**: The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must not be less than 85%. A successful problem gambling treatment completion is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; (b) have achieved at least 75% of short-term treatment goals; and (c) have completed a continued wellness plan (i.e., relapse prevention plan).

(4) **Client Enrollment Survey Completion**: The percent of Individuals receiving A&D 83 Services who complete a client enrollment survey must not be less than 95%.

(5) **Accordance with OHA Trauma Informed Care (TIC) Policy as described in Exhibit D (Special Terms and Conditions):** CMHPs providing A&D 83 Services shall have a TIC plan; TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information; have initiated and completed an agency self-assessment; and have a quality assurance structure/process to further develop and sustain TIC.

c. **Special Reporting Requirements**

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. All Providers of A&D 83 Services shall comply with the current GPMS User Manual located at: http://www.oregonpgs.org/treatment-resources/.

(1) 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.

(2) 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.

(3) Encounter Data Reporting Requirements: In order to efficiently implement the disbursement of financial assistance, it is necessary for all Providers of A&D 83 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 (i.e. August 2017) 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 within 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 along with the clinician's signature and the date note was completed.

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

(5) Trauma Informed Care (TIC): County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 83 Services in achieving the goals and outcomes set forth in the "Performance Standards" section above. Final biennial reports are due within 45 days following the end of the state biennium and sent to OHA at the email address provided on the reporting form. TIC reporting form is located at: http://www.oregonpgs.org/treatment/.

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

(1) Calculation of Financial Assistance: OHA will provide financial assistance for A&D 83 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the Gambling Billing Code and Rate Sheet located at: http://www.oregonpgs.org/treatment/billing-codes-and-rates/, as it may be revised from time to time and subject to the following. The total OHA financial assistance for all A&D 83 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 83 Services as specified in that line of the Financial Assistance Award.

(a) Providers of A&D 83 Services funded through this Agreement shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.

(b) OHA is not obligated to provide financial assistance for any A&D 83 Services that are not properly reported in accordance with the "Special Reporting Requirements" section 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 83 Services, or termination of County's obligation under this Agreement to include the Program Area in which A&D 83 Services fall in its CMHP.

(c) Providers of A&D 83 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.

(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 financial assistance awarded for A&D 83 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:

(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 GPMS or through other reports required in accordance with the "Special Reporting Requirements" section 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 A&D 83 Services provided under that line of the Financial Assistance Award;

(d) 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 may amend the amount of funds awarded for A&D 83 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 83 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; and

(e) County may, with OHA approval, apply allotments for A&D 83 Services not provided in the first fiscal year toward A&D 83 Services in the second fiscal year.

(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 for A&D 83 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 the "Special Reporting Requirements" section above.

(4) Provider Audits. Providers receiving funds under this Agreement for providing A&D 83 Services are subject to audit of all funds applicable to A&D 83 Services rendered. The audit ensures that proper disbursements were made for covered Services, to recover over expenditures, to discover possible instances of fraud and abuse, and to verify that encounter data submissions are documented in the client file as described in the "Encounter Data Reporting Requirements" section above. OHA may apply the Health Systems Division's (HSD) Provider Audit rules and the Fraud and Abuse rules to Providers of A&D 83 Services, in accordance with OAR 407-120-1505 Provider and Contractor Audits, Appeals and Post Payment Recoveries; and OAR 410-120-1510 Fraud and Abuse, as such rules may be revised from time to time.

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

Service ID Code: **MHS 01**

a. **Service Description**

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

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

System design and oversight must include:

(1) Planning;

(2) Implementation;

(3) Monitoring;

(4) Documentation of service delivery in compliance with state and federal requirements;

(5) Contract and subcontract negotiation and monitoring;

(6) Coordination with state hospital Services;

(7) Evaluation of Services and supports; and

(8) Involvement in activities that focus on:

(a) Resource allocation;

(b) Outcomes;

(c) Quality improvement; and

(d) Advisory councils.

b. **Performance Requirements**

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

(1) In providing MHS 01 System Management and Coordination, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

(2) Provide pre-commitment Services to include, but not limited to:

(a) A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the person's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as defined in OAR 309-033-0920) who has not provided to the Individual any crisis services.

(b) The development of a treatment plan to:

i. Divert an Individual from a commitment hearing; or

ii. If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.

(3) Assigning and placing a committed Individual in a treatment service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under Agency's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.

(4) Ensuring that all legal procedures are performed as required by statute and administrative rule.

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

c. Special Reporting Requirements

County shall submit a written narrative to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each fiscal year during the life of the Agreement that addresses the following:

(1) Utilization of existing Services and programs;

(2) Innovative strategies, programs, or Services which have been implemented;

(3) Strategies, programs, or Services that are being planned;

(4) Barriers experienced when planning, implementing, or providing Services or programs;

(5) Analyzing the Service data they have reported;

(6) Data on abuse reports, investigations, and protective services involving Individuals, the resulting investigations and protective services, and any corrective actions; and

(7) Investigate and provide required documents to the court regarding custody and investigations of a person alleged to be mentally ill, in compliance with OAR 309-033-0200 through 309-033-0260 and 309-033-0900 through 309-033-0940.

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

(1) 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 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 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.

(3) 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," and as properly reported in accordance with the "Special Reporting Requirements" section above.

13. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR CHILD, YOUTH, AND ADULTS**

Service ID Code: **MHS 20**

a. Service Description

(1) Definitions:

DSM 5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.

Intensive Outpatient Services means a specialized set of comprehensive in-home and community-based supports and mental health treatment services for children that are delivered in the most integrated setting in the community.

Intensive Treatment Services (ITS) means the range of services in the system of care comprised of Psychiatric Residential Treatment Facilities (PRTF) and Psychiatric Day Treatment Services (PDTS), or other services as determined by OHA, that provide active psychiatric treatment for children with severe emotional disorders and their families as defined in OAR 309-022-0105.

Child and Youth Needs and Strengths tool means a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. http://praedfoundation.org/tools/the-child-and-adolescent-needs-and-strengths-cans/.

(2) Child and Youth Mental Health Services are:

(a) Mental health services delivered to Individuals through age 17 (or through age 20 if Medicaid-eligible) who have primary mental, emotional, or behavioral health conditions diagnosed according to the DSM 5 criteria;

(b) Screening and assessment to identify appropriate mental health services for these Individuals;

(c) Referral and care coordination services with respect to mental health services delivered to these Individuals;

(d) Prioritized for Individuals who are at immediate risk of psychiatric hospitalization or removal from the home due to a mental, emotional, or behavioral health disorder or pose a danger to the health and safety of themselves or others; and

(e) Services that may be delivered, as appropriate, in a clinic, home, school, or other settings familiar and comfortable for the Individual receiving such services.

(3) Adult Mental Health Services are:

(a) Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

(b) Community based services that shall include one or more of the following:

i. Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;

ii. Apply OHA approved, standardized level of care tools for Individual with serious mental illness at intervals prescribed by OHA;

iii. Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;

iv. General outpatient services including, but not limited to, care coordination and case management;

v. Medication and medication monitoring;

vi. Meaningful Individual and family involvement;

vii. Rehabilitation services including Individual, family and group counseling;

viii. Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and

ix. Other services and supports as needed for Individuals at the sole discretion of OHA.

(c) Services County shall provide, but is not limited to:

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

ii. Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted and approved Local Plan; and

iii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:

A. Brief motivational counseling; and

B. Supportive services to facilitate participation in ongoing treatment.

b. **<u>Performance Requirements</u>**

(1) Child and Youth Services:

(a) County shall comply with applicable law including, but not limited to, OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-039-0520 through 309-039-0540, as such rules may be revised from time to time.

(b) County is responsible for the identification of children and adolescents who would benefit from an array of intensive services determined by the child and family team by utilizing the Child and Youth Needs and Strengths tool to assess Child and Youth needs and strengths in consideration of the following risk factors:

i. Exceeding usual and customary services in a standard outpatient setting;

ii. Multiple agency involvement;

iii. Significant risk of out-of-home placement;

iv. History of one or more out-of-home placements;

v. Frequent or imminent admission to acute inpatient psychiatric hospitalization or other intensive treatment services;

vi. Significant caregiver stress;

vii. School or child care disruption due to mental health symptomology;

viii. Elevating or significant risk of harm to self or others; and

A. History of abuse or neglect;

B. Conditions interfering with parenting such as poverty, substance abuse, mental health needs, and domestic violence;

C. Significant relationship disturbance between parent(s); and

D. Child showing significant risk factors for more serious emotional/behavioral challenges (e.g. problems with social relatedness, significant difficulty with affective/behavioral self-regulation, multiple developmental delays).

(c) Providers shall be certified to provide Intensive Outpatient Services or must refer child or youth who meet criteria for Intensive Outpatient Services to a provider certified as an Intensive Outpatient Services provider under OAR 309-019-0100 through 309-019-0255.

(d) County shall provide or have provided care coordination and, based on family's identified needs, supportive services such as skills training, crisis planning, respite care, and in-home support to families of children who meet criteria for Intensive Outpatient Services.

(e) County shall use community-based and family and child or youth driven decision-making processes in developing the Service Plan as defined in OAR 309-019-0140.

Planning shall include referral to appropriate types of care. When County refers a child or youth to Psychiatric Day Treatment Services (PDTS) as defined in OAR 309-022-0105(70) or Psychiatric Residential Treatment Services (PRTS) as defined in OAR 309-022-0105(71), the County shall submit a written approval for admission to the appropriate PDTS or PRTS provider, as well as the following:

i. Name and contact information of the care coordinator;

ii. List of child and family team members;

iii. The current mental health assessment within the last 60 calendar days;

iv. Service Plan; and

v. Other clinical documentation or collateral information.

When County refers a child or youth to OHA for long-term psychiatric care at secure inpatient programs, Secure Children's Inpatient Program (SCIP) or Secure Adolescent Inpatient Program (SAIP) designated by OHA, the following materials shall be forwarded to the OHA designee:

vi. All referrals shall include written Psychiatric recommendation for SCIP or SAIP admission;

vii. Documentation of the identified mental health provider;

viii. Clinical documentation;

ix. Care coordinator, child or youth, and family team members; and

x. The Service Plan.

When an Individual has insurance coverage through a third party resource (TPR), the case manager or a designee from the insurance provider shall be notified and encouraged to attend treatment meetings.

(f) Services shall include care coordination for children and youth referred to PDTS, PRTS, subacute, acute hospitalization, and long-term psychiatric care. Care coordination includes creating linkages to these programs for the purpose of service coordination planning, attending treatment review meetings, and ongoing participation in treatment during the episode of care at the specific PDTS, PRTS, subacute, acute hospital, or long-term psychiatric care program and after care planning.

(g) County shall provide care coordination and other medically appropriate services and make referrals to the appropriate treatment services for children and youth who do not meet criteria for Intensive Outpatient Services or Intensive Treatment Services.

(2) Adult Services:

County shall:

(a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;

(b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and

(c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

All Individuals receiving MHS 20 Non-Residential Mental Health Services for Child, Youth, and Adults (MHS 20) 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

OHA will be moving out of the CPRS reporting system and into a new reporting and analytics system in 2017, called Child and Youth Needs and Strengths (CANS). The CANS will be used as a tool to identify youth and caregiver needs and strengths, inform service planning, and assess success of interventions and to monitor outcomes.

Upon notification, training, and amendment to MHS 20, County will be required to use the CANS system.

e. 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 "Part ABC" that contains an "A" for Part A or "C" for Part C award.

(1) The Part A awards will be calculated, disbursed, and settled as follows:

(a) 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 "Part ABC" shall not exceed the total funds awarded for MHS 20 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 20 Services provided under a particular line of the Financial Assistance Award with an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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

ii. 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;

iii. OHA is not obligated to provide financial assistance for any MHS 20 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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; and

iv. OHA will reduce the financial assistance awarded for MHS 20 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" by the amount received by a Provider of MHS 20 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.

(c) 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above. Agreement Settlement will not apply to funds awarded for rent subsidy.

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

14. Service Name: **ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES**

Service ID Code: **MHS 24**

a. **Service Description**

(1) Acute Psychiatric Inpatient Services are inpatient psychiatric services delivered to Individuals who meet the criteria for indigent or Citizen Alien Waived Medical Program, are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, and are suffering from an acute mental illness, or other mental or emotional disturbance posing a danger to the health and safety of the individual or others. The services are primarily delivered on an inpatient basis and are intended to stabilize, control and/or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric services are delivered and to divert Individuals from acute care services.

(2) Intermediate Psychiatric Inpatient Services in this Service Description provides Long-Term Psychiatric Care (LTPC) services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are mental health services within the scope of ORS 430.630 and OAR 309-091-0010 through 309-091-0035 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

(a) CCOA – Mental Health, Physical Managed Care, and Dental services.

(b) CCOB – Mental Health and Physical Managed Care services.

(c) CCOE – Mental Health services.

(d) CCOG – Mental Health and Dental services.

b. **Performance Requirements**

(1) Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 and ORS 426.241.

(a) Services may only be delivered to the following Individuals:

i. An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;

ii. An Individual committed to OHA under ORS 426.130; or

iii. An Individual voluntarily seeking MHS 24 Services, provided that service capacity is available and the Individual satisfies one or more of the following criteria:

A. The Individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric services;

B. The Individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of intensive inpatient psychiatric treatment would reverse the decompensation process; or

C. Individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.

(b) Hospital and Secure Residential Treatment providers of MHS 24 Services must comply with OAR 309-011-0000 through 309-011-0055 and OAR 309-035-0100 through 309-035-0170, respectively, as such rules may be revised from time to time. Facilities in which County delivers MHS 24 Services under this Agreement must:

i. If a hospital, be licensed under ORS 441.015 or certified by the Joint Commission on Accreditation of Health Care Organization ("JCAHO") for the hospital services; or

ii. Be approved under applicable portions of OAR 309-033-0500 through 309-033-0560, as such rules may be revised from time to time, for emergency hold beds.

(c) Secured Transportation services under MHS 24 will be approved under OAR 309-033-0432 through 309-033-0440, as such rules may be revised from time to time.

(2) Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:

(a) Services shall be delivered to the following Individuals:

i. Individuals who have been determined appropriate for LTPC services by a representative of the Oregon Health Authority (OHA) but who remain in an intermediate psychiatric care setting pending transfer to intensive psychiatric rehabilitation or other tertiary treatment in an Oregon State Hospital or Extended Care Program;

ii. Individuals who have been determined to be eligible for Services under the Oregon Health Plan (OHP) and are enrolled with a Coordinated Care Organization (CCO) under contract with OHA; and

iii. Individuals who have been determined to be eligible for Services and are entered into the Oregon Patient Resident Care System (OPRCS) data system or its successor.

iv. Individuals who have been determined eligible for services under the OHP but are not enrolled with a CCO on the day of admit for Intermediate Psychiatric Inpatient Services are to bill OHA through the Medicaid Management Information System on a Fee for Service basis.

(b) Services include, but are not limited to:

i. Intermediate Psychiatric Inpatient Services that provide intensive psychiatric symptom stabilization; and

ii. Rehabilitative interventions to include, but not be limited to, therapy, medications, skills training, and mental health assessments or consultations.

(c) Notwithstanding the requirements above, OHA will provide financial assistance to Agency for the cost of Services from the date of the LTPC determination until the date of discharge to LTPC for Individuals enrolled with a CCO on the date of the LTPC determination and for Individuals who are dis-enrolled from the CCO prior to transfer to LTPC.

(d) Requests for LTPC for Individuals who are hospitalized and who require additional psychiatric inpatient care beyond the acute psychiatric care service for which the CCO is responsible, must be reviewed by OHA.

(e) Appropriate candidates for LTPC are Individuals who meet the specific criteria as determined by OHA for either intensive psychiatric rehabilitation or other tertiary treatment in a State Hospital or extended and specialized medication adjustment in a secure or otherwise highly supervised environment.

(f) When an Individual is ultimately determined to be an appropriate candidate for LTPC, the effective date of determination shall be:

i. The date OHA receives from the CCO a complete LTPC referral packet. A complete referral packet must include:

A. A "Request of Long Term Psychiatric Care Determination" form, signed by the authorized CCO representative;

B. Documentation that the Individual is civilly committed and has a permanent Guardian or Attorney-in-fact (ORS 127.505 through 127.660); and

C. Clinical documentation including, but not limited to, Physician's History and Physical, Psychosocial History, labs and other testing, consultation documentation from medical and psychiatric providers, progress notes from psychiatrist (and other physicians), nursing, social work, and other therapists involved in current episode of care; or

ii. A mutually agreed upon date by OHA and the CCO, if the OHA date of receipt (identified above as date of determination) cannot be firmly established.

(g) Ineligibility:

i. Individuals who are not OHP enrollees of a CCO upon hospitalization in LTPC Services are ineligible for financial assistance.

ii. Individuals who are dually or singly eligible Medicare or private/employee based health care covered Individuals are ineligible for financial assistance.

(h) OHA reserves the right to re-determine if an Individual meets the eligibility qualifications for LTPC. If a re-determination results in the Individual no longer meeting the LTPC criteria as determined by OHA, the days remaining for the Individual may no longer be eligible for financial assistance. Notification of determination and re-determination will be provided to Agency in written form, including rationale for the decision(s).

(i) Agency shall ensure facilities used by Agency maintain certification by JCAHO or other nationally recognized accrediting body acceptable to OHA, licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, and the following applicable Civil Commitment rules: OAR 309-012-0130 through 309-012-0230, "Certificates of Approval for Mental Health Services;" OAR 309-008-0100 through 309-008-1600, "General Standards for Civil Commitment;" OAR 309-033-0420 through 309-033-0440, "Standards for Transportation and Transfer of Persons in Custody or On Diversion, and for the Temporary Release of a Committed Person on Pass;" OAR 309-033-0432 through 309-033-0440 "Standards for the Approval of Facilities that Provide Care, Custody and Treatment to Committed Persons or to Persons in Custody or on Diversion;" and OAR 309-033-0500 through 309-033-0560, "Standards for Obtaining Informed Consent to Treatment from a Person and the Administration of Significant Procedures without the Informed Consent of a Committed Person at Community Hospitals, Nonhospital Facilities and Residential Facilities Approved by the Division," as such rules may be revised from time to time.

(j) OHA will provide financial assistance for Services for OHP-CCO enrolled members (Individuals) determined appropriate for such care beginning on the effective date of such determination as established above, until the time that the Individual is discharged from such setting.

(k) OHA will not be responsible for providing financial assistance for Services when OHA determines that an OHP-CCO enrolled member (Individual) is not appropriate for LTPC and denies the CCO's request for LTPC.

(l) OHA retains all rights regarding final determination of an Individual's eligibility for Services.

c. **Special Reporting Requirements**

(1) Acute Psychiatric Inpatient Services:

(a) Reports of JCAHO reviews of the facility where Agency delivers Services under this Agreement must be submitted to OHA electronically at amhcontract.administrator@state.or.us within 60 calendar days after Agency's receipt of such reports or reviews.

(b) Hospital and Secure Residential Treatment providers of Services under this Agreement must submit the following information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) within 12 hours of an Individual's admission to and discharge from the provider's facility for Services, as outlined in the OP/RCS Manual located at https://www.oregon.gov/oha/amh/Pages/Data-Systems.aspx.

(c) Agency shall submit an annual accounting report of financial assistance using forms prescribed by OHA by August 31st for the prior state fiscal year.

(2) Intermediate Psychiatric Inpatient Services:

Hospital and Secure Residential Treatment providers of Services under this Agreement must submit the following information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) within 12 hours of an individual's admission to and discharge from the provider's facility for Services, as outlined in the OP/RCS Manual located at https://www.oregon.gov/oha/amh/Pages/Data-Systems.aspx.

d. Financial Assistance Calculation and Disbursement Procedures

OHA provides financial assistance for MHS 24 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 24 lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C awards.

(1) Acute Psychiatric Inpatient Services

The Part A awards will be calculated and disbursed as follows:

(a) Calculation of Financial Assistance: OHA provides financial assistance for MHS 24 Services identified in a particular line of Exhibit C, "Financial Assistance Award," from funds identified in that line in an amount equal to the amount set forth in that line of the Financial Assistance Award provided, however, that OHA's obligation to provide financial assistance for MHS 24 Services under a particular line of the Financial Assistance Award is conditioned on Agency's delivery of MHS 24 Services during the period specified on that line for the number of units of MHS 24 Service capacity specified on that line (whether or not such capacity is utilized).

(b) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will provide financial assistance for MHS 24 Services provided under a particular line of the Financial Assistance Award to Agency 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 financial assistance for MHS 24 Services on that line of the Financial Assistance Award.

(2) Intermediate Psychiatric Inpatient Services

The Part C awards will be calculated and disbursed as follows:

(a) Calculation of Financial Assistance:

OHA will provide financial assistance to Agency at $834.61 per day, per authorized Individual. OHA is not obligated to pay Agency for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices.

(b) Disbursement of Financial Assistance:

i. Invoices shall be submitted electronically on an OHA approved invoice, and at the level of detail prescribed by OHA to amhcontract.administrator@state.or.us, "Attn: Contracts Unit," no later than 60 calendar days after the Individual's last date of Services.

ii. OHA is not obligated to provide financial assistance for any invoice received 60 calendar days after the date of the expiration or termination of the Agreement, whichever is earlier.

iii. All payments made to Agency under this Agreement are subject to recovery by OHA as follows:

A. If an audit of the Services rendered by Agency under this Agreement, whether directly or through subcontract, results in a refund to or disallowance by the federal government of payment made to Agency under this Agreement, OHA may recover from Agency the amount of the refund or disallowance and any applicable OHA matching funds.

B. If Agency expends funds awarded to Agency, under this Agreement, for unauthorized expenditures, OHA may recover from Agency the full amount of unauthorized expenditures.

iv. In the event funds awarded to Agency under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to Agency:

A. Offset the amount subject to recovery against other funds due Agency from OHA under this Agreement or otherwise; or

B. Demand that Agency pay to OHA the amount subject to recovery, in which case Agency shall immediately pay said amount to OHA. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms & Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.

v. Upon 30 calendar days advance written notice to Agency, OHA may withhold financial assistance otherwise due Agency under this Agreement if Agency fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to Agency, OHA may withhold financial assistance if Agency no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Work. Withholding of financial assistance may continue until Agency submits the required reports or performs the required Services. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms & Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.

vi. OHA will reduce the financial assistance awarded for MHS 24 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing a "C" in column "Part ABC" by the amount received by a Provider of MHS 24 Services, as payment of a portion of the cost of the Services from another source, such as Medicaid or private insurance.

vii. OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Agency performs work subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

15. Service Name: **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

a. **Service Description**

(1) Purpose:

Community Crisis Services for Adults and Children (MHS 25) are immediately available mental health crisis assessment, triage, and intervention services delivered to Individuals experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

(2) Definitions:

(a) **Care Coordination** means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services.

(b) **Community-based** means that services and supports must be provided in a participant's home and surrounding community and not solely based in a traditional office-setting.

(c) **Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to a significantly higher level of care.

(d) **Mobile Crisis Services** means mental health services for people in crisis, provided by mental health practitioners who respond to behavioral health crises onsite at the location in the community where the crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis in the least restrictive setting possible, and to avoid unnecessary hospitalization, inpatient psychiatric treatment, involuntary commitment, and arrest or incarceration.

(e) **Mobile Crisis Response Time** means the time from the initial crisis call or notification of the crisis event to the face to face intervention.

(f) **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional services and supports.

(g) **Service Plan** means a comprehensive plan for services and supports provided to or coordinated for an Individual and his or her family, per OAR 309-019-0105 (98) as applicable, that is reflective of the assessment and the intended outcomes of service.

(3) MHS 25 Services include, but are not limited to, the following:

(a) Provide Crisis Services including, but not limited, to 24-hours a day, seven days a week face-to-face or telephone screening to determine the need for immediate services for any Individual requesting assistance or for whom assistance is requested;

(b) A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate regarding the need for further treatment;

(c) Provide brief Crisis intervention;

(d) In the case of a child, appropriate child and family, psychological, psychiatric, and other medical interventions delivered by a Qualified Mental Health Professional and are specific to the assessment, identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;

(e) In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;

(f) Connect the Individual with ongoing services and supports;

(g) Arrangement for the provision of involuntary psychiatric services at a hospital or non-hospital facility approved by OHA, when a person's behavior requires it; and

(h) Mobile Crisis Services:

The effectiveness of Mobile Crisis Services in de-escalating a crisis and diverting hospitalization or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These services provide access to a multi-disciplinary support team, ready resources, such as access to urgent appointments, brief respite services, and the ability to provide brief follow-up care when indicated.

County shall provide Mobile Crisis Services according to OAR 309-019-0150 including, but not limited to:

i. 24 hours a day, 7 days a week capability to conduct a face-to-face mental health status examination of an Individual by a Qualified Mental Health Professional (QMHP) (as defined in OAR 309-019-0125(9)) or Qualified Mental Health Associate (QMHA) (as defined in OAR 309-019-0125(8)) under the supervision of a QMHP. Examination is used to determine the Individual's condition and the interventions necessary to stabilize the Individual and the need for immediate services for any Individual requesting assistance or for whom assistance is requested;

ii. A face-to-face therapeutic response delivered in a public setting at locations in the community where the crisis arises including, but not limited to, a person's home, schools, residential programs, nursing homes, group home settings, and hospitals to enhance community integration;

iii. Services that are generally delivered in a natural environment by or under the supervision of a QMHP, such as QMHAs and peers, and resulting in a Service Plan. Disposition of services shall maintain as the primary goal, with diversion from hospitalization and incarceration through clinically appropriate community-based supports and services;

iv. Eliminating the need for transportation (frequently by law enforcement officers or emergency services) to a hospital emergency department or a community crisis site;

v. Are not intended to be restricted to services delivered in hospitals or at residential programs;

vi. Mental Health crisis assessment;

vii. Brief crisis intervention;

viii. Assistance with placement in crisis respite or residential services;

ix. Initiation of commitment process if applicable;

x. Assistance with hospital placement; and

xi. Connecting Individuals with ongoing supports and services.

(i) Provide disaster response, crisis counseling services to include:

i. Responding to local disaster events by:

A. Providing crisis counseling and critical incident stress debriefing to disaster victims, police, firefighters and other "first-responders," disaster relief shelters, and the community-at-large.

B. Coordinating crisis counseling services with County Emergency Operations Manager (CEOM) and providing crisis counseling and stress management services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.

ii. Assisting CMHPs in the provision of these services as part of a mutual aid agreement; and

iii. For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these services.

b. Performance Requirements

(1) County shall comply with OAR 309-019-0165, as such rules may be revised from time to time.

(2) County shall maintain a Certificate of Approval in accordance with OAR 309-012-0130 though OAR 309-012-0220, as such rules may be revised from time to time.

c. Reporting Requirements

All Individuals receiving MHS 25 – Community Crisis Services For Adults and Children 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.asxp, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit a written quarterly summary report to amhcontract.administrator@state.or.us on the delivery of Mobile Crisis Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

The summary report shall include, but is not limited to, the following:

(1) County shall track and report the number of Individuals receiving a Mobile Crisis Services contact to include the following information:

(a) Location of mobile crisis service; and

(b) Disposition of the mobile crisis contact.

i. If the crisis contact resulted in admission to Acute Care; or

ii. If the mobile crisis contact resulted in enrollment in mental health treatment and stabilization in a community setting.

(2) County shall track and report response time. County shall respond to crisis events in their respective geographic service area with the following maximum response times:

(a) Counties classified as "urban" shall respond within 1 hour.

(b) Counties classified as "rural" shall respond within 2 hours.

(c) Counties classified as "frontier" shall respond within 3 hours.

Counties classified as "rural" and "frontier" shall contact an Individual experiencing a crisis event via telephone by a staff member who is trained in crisis management (such as a person from a crisis line or a peer) within 1 hour from the initial crisis call.

e. <u>Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures</u>

OHA provides financial assistance for MHS 25 Services through Part A awards. The award type is set forth in Exhibit C, "Financial Assistance Award," in MHS 25 lines in which column "Part ABC" will contain an "A" for Part A award.

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

(1) <u>Calculation of Financial Assistance</u>: The Part A awards for MHS 25 Services are intended to be general financial assistance to the County for MHS 25 Services with funds provided through this Agreement. The total OHA financial assistance for all MHS 25 Services delivered under a particular line of the Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 25 Services as specified in that line of the Financial Assistance Award.

(2) <u>Disbursement of Financial Assistance</u>: 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 25 Services provided under a particular under a particular line of the Financial Assistance Award containing and "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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

(b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 25 Services provided under that line of the Financial Assistance Award;

(c) OHA is not obligated to provide financial assistance for any MHS 25 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 25 Services, or termination of County's obligation to provide MHS 25 Services; and

(d) OHA may reduce the financial assistance for Mobile Crisis 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above. 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 the offer and delivery of MHS 25 Services by County as part of this Agreement based on data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

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

Service ID Code: **MHS 26**

a. **Service Description**

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26) Services are mental health services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or 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:

(1) Care coordination and residential case management services;

(2) Vocational and social services;

(3) Rehabilitation;

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

(5) Abuse investigation and reporting;

(6) Medication (non-JPSRB only) and medication monitoring;

(7) Skills training;

(8) Mentoring;

(9) Peer support services;

(10) Emotional support;

(11) Occupational therapy;

(12) Recreation;

(13) Supported employment;

(14) Supported education;

(15) Secure transportation (non-JPSRB only);

(16) Individual, family and group counseling and therapy;

(17) Rent Subsidy (non-JPSRB only); and

(18) Other services as needed for Individuals at the sole discretion of OHA.

b. **Performance Requirements**

(1) 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:

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

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

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

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

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

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

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

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

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

(a) Additional staffing;

(b) Transportation;

(c) Interpreter services;

(d) Medical services and medications;

(e) Rental assistance, room and board, and personal incidental funds; or

(f) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

c. **Reporting Requirements**

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 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 the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

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.

e. 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 "Part ABC" will contain an "A" for Part A or "C" for Part C award.

(1) 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 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.

(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 26 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

i. 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above;

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

iii. 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;

iv. OHA is not obligated to provide financial assistance for any MHS 26 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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

v. 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 "Part ABC," 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.

(c) 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above. The settlement process will not apply to funds awarded for an approved rent subsidy payment.

(2) The Part C awards will be disbursed as follows:

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

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

Service ID Code: **MHS 27**

a. Service Description

(1) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27) 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:

(a) 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

(b) 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.

(2) 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.

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

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

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

(c) Money and household management;

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

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

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

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

(h) Developing skills to self-manage emotions;

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

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

(k) Skill training;

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

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

(n) Supported education;

(o) Supported employment;

(p) Occupational therapy; and

(q) Recreation.

b. **Performance Requirements**

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:

(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 & Young Adults in Transition;

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

(5) 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

(6) 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.

Providers of MHS 27 services funded through this agreement shall comply with OAR 309-035-0100 through 309-035-0190, as such rule may be revised from time to time.

Providers of MHS 27 services funded though this agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through 309-008-1100.

c. Reporting Requirements

All Individuals receiving MHS 27 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

(1) 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.

(2) 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 for a non-Medicaid eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

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

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 "Part ABC" will contain an "A" for Part A or "C" for Part C award.

(1) The Part A awards will be calculated, disbursed, and settled as follows:

(a) 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 "Part ABC" 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 "Part ABC" shall not exceed the total funds awarded for MHS 27 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 27 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

i. 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above;

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

iii. 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;

iv. OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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

v. 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 "Part ABC" 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.

(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 27 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

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

(2) 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:

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 "Part ABC" 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.

18. Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

a. **Service Description**

(1) Residential Treatment Services (MHS 28) are:

(a) 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 prevent hospitalization or who are a danger to themselves or others, or who otherwise require continuing care to maintain stability and learn skills to be placed in a more integrated community setting; and

(b) Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a plan of care that is individualized to promote stabilization, skill building, and preparation to be in a more integrated community.

(2) MHS 28 Services delivered in Residential Treatment Facilities, as defined in OAR 309-035-0105(54), Residential Treatment Homes, as defined in OAR 309-035-0260(55), or another licensed setting approved by OHA include, but are not limited to, the following:

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

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

(c) Management of personal money and expenses;

(d) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;

(e) Provision of care including assumption of responsibility for the safety and well-being of the Individual;

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

(g) Provision of or arrangement for routine and emergency transportation;

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

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

(j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0145. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County or any Providers shall notify Individuals in writing of admission decisions in accordance with OAR 309-035-0145.

b. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital; second priority to referrals for Individuals on the Oregon State Hospital wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a 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 commitment (non-PSRB) Individuals who 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 the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below. Approved services may include one or more of the following:

(1) Additional staffing;

(2) Interpreter services;

(3) Medical services and medications;

(4) Rental assistance, room and board, and personal and incidental funds; and

(5) Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

c. Reporting Requirements

All Individuals receiving MHS 28 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

(1) 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 the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below.

(2) 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 for a non-Medicaid eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

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

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 "Part ABC" will contain an "A" for Part A or "C" for Part C award.

(1) The Part A awards will be calculated, disbursed, and settled as follows:

(a) 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 "Part ABC" 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 "Part ABC," shall not exceed the total funds awarded for MHS 28 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 28 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

i. 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions;

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

iii. 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;

iv. OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 within its CMHP; and

v. 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 "Part ABC," 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.

(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 28 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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.

(2) The Part C awards do 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:

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 "Part ABC" 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 only for the time period shown and do not carry forward into following years funding.

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

Service ID Code: **MHS 30**

a. **Service Description**

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

(1) Monitoring Services include:

(a) 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;

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

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

(d) Staffing provided for Supported Housing and Intensive Case Management for identified programs at approved budgeted rates; and

(e) Administrative activities related to the monitoring services described above, including but not limited to:

i. Reporting of the Individual's compliance with the conditional release requirements as identified in the order for conditional release through monthly progress notes;

ii. Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;

iii. Requesting and implementing modifications of conditional release orders;

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

v. Responding to Law Enforcement Data System notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and

vi. 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.

(2) Security and Supervision Services includes:

(a) 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 risk and care needs, as identified in the Security Services Matrix below:

Security Matrix	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

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

i. Additional staffing;

ii. Transportation;

iii. Interpreter services;

iv. Medical services and medications;

v. Rental assistance, room and board, and person and incidental funds;

vi. Payee

vii. Guardianship initial and ongoing costs;

viii. Identification of Individuals receiving supported housing and intensive case management services as identified in Monitoring above; and

ix. Non-Medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

b. **<u>Performance Requirements</u>**

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

(2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through OAR 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

All Individuals receiving MHS 28 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

(1) County shall submit a copy of the conditional release plan for all Individuals conditionally released into the community each month no later than 45 calendar days following the month the conditional release occurred.

(2) 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.

e. 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 "Part ABC" will contain an "A" for Part A or "C" for Part C award.

(1) The Part A awards will be calculated, disbursed, and settled as follows:

(a) 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 "Part ABC," 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 "Part ABC" shall not exceed the total funds awarded for MHS 30 Services as specified in that line in 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 30 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

i. 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above;

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

iii. 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

iv. OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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.

(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 30 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

(2) The Part C awards will be disbursed as follows:

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

(b) OHA will follow the current Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.

(c) 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 PSRB or JPSRB non-medically approved Services are for the time period as shown only and do not carry forward into following biennia funding.

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

Service ID Code: **MHS 31**

a. Service Description

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been deemed eligible by the OHA Enhanced Care Services (ECS) Coordinator.

b. Performance Requirements

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

(2) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

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

(4) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.

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

c. Reporting Requirements

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 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 the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO] or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

Providers of MHS 31 Services funded through this Agreement must complete and submit the following OHA provided forms (contact the Enhanced Care Services Coordinator for the forms.) to OHA in accordance with the instructions on the forms:

(1) Monthly Enhanced Care Services Census Report;

(2) Enhanced Care Services Referral Outcome Form;

(3) ECS Data Base Part I; and

(4) ECS Data Base Part II.

e. 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 "Part ABC" will contain an "A" for Part A or "C" for Part C 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 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 "Part ABC" shall not exceed the total funds awarded for MHS 31 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 31 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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

ii. 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;

iii. OHA is not obligated to provide financial assistance for any MHS 31 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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

iv. 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 "Part ABC" 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.

(c) 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above.

(2) The Part C awards will be disbursed as follows:

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

(b) 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.

(c) 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.

21. Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

a. Service Description

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. MHS 34 Services are delivered, in part, by relatives, as defined in OAR 309-040-0305(71), 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.

Integrated setting was recently explained in a publication by the Department of Justice[1], dated June 22, 2011, as follows:

> "In the years since the Supreme Court's decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities."
>
> "By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals' ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities."

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA's Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

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

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

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

[1] https://www.ada.gov/olmstead/q&a_olmstead.htm

(3) Management of personal money and expenses;

(4) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;

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

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

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

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

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

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

b. **Performance Requirements**

(1) Providers of 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.

(2) Prior to commencement of both Relative and Non-Relative Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of 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 at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.

(3) County shall assist OHA's function of licensing and certifying homes providing 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:

(a) For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:

i. Foster Home License or Certification Application;

ii. Foster Home Inspection Form;

iii. Criminal History Check; and

iv. Any other information necessary for licensing or certifying the residences.

(b) For renewal of existing licenses and certifications: County shall assist with inspection of the homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and

(c) County shall assist currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:

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

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

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

c. Reporting Requirements

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 Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does or contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

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

OHA provides financial assistance for MHS 34 Services through Part A awards. The award type is set forth in Exhibit C, "Financial Assistance Award," on MHS 34 lines in column "Part ABC" that contain an "A" for Part A awards.

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 "Part ABC," 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 "Part ABC" 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 "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(a) OHA may, 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 the "Reporting Requirements" section 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 "Part ABC" 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 "Part ABC" and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" section above or as required in an applicable Specialized Service Requirement.

22. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code**:** **MHS 35**

a. **Service Description**

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

(1) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health services delivered to older or disabled adults with mental illness, as such services are further described in the Specialized Service requirement MHS 35A; or

(2) If Specialized Service requirement MHS 35B applies, residential services delivered to older or disabled Individuals with severe and persistent mental illness, as such services are further described in the Specialized Service requirement MHS 35B.

b. **Performance Requirements**

(1) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35A" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.

(2) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35B" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

c. **Reporting Requirements**

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 Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

Using forms and procedures prescribed by OHA, County shall submit summary financial and program narrative reports on its delivery of MHS 35 Services, 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, for September 30th, December 31st, March 31st, and June 30th, through the life of this Agreement.

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

(1) Calculation of Financial Assistance: The funds awarded through this Agreement, for MHS 35 Services, are intended to be general financial assistance to the County for MHS 35 Services. 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 Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B 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 financial assistance awarded for Specialized Service requirement MHS 35A and Specialized Service requirement 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:

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

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

(3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of Specialized Service requirements MHS 35A and MHS 35B Services by County as part of its CMHP-based delivery of MHS 35A and MHS 35B Services as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

23. Service Name: **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASARR)**

Service ID Code: **MHS 36**

a. Service Description

(1) Pre-admission Screening and Resident Review Services (MHS 36) are evaluation services delivered to Individuals who are entering a nursing facility where a PASARR level I screen has indicated that they have a serious mental illness (SMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, Indigent, Citizen/Alien-Waived Emergency Medical, Medicare, Private Insurance, or Private Pay.

(a) Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious mental health illness; or

(b) Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.

(2) Pre-admission Screening and Resident Review Services must determine if:

(a) Individuals have a serious mental health illness, as defined in OAR 309-032-0311; and

(b) If those determined to have a serious mental health illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

b. Performance Requirements

(1) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act OBRA 1987, as amended by OBRA 1990, including, but not limited to, 42 U.S.C. 1396r(e) 7 and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

(2) County shall ensure that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 review and evaluation services.

(3) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-039-0510 (9)).

c. Reporting Requirements

All Individuals receiving MHS 36 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/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. Special Reporting Requirements

County shall complete and deliver to OHA, within 21 calendar days after a review, form HSD 0438 and form HSD 0440, with respect to that review.

e. Financial Assistance Calculation and Disbursement Procedures

OHA provides financial assistance for MHS 36 Services through Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award," in MHS 36 lines that contain a "C" in "Part ABC" for Part C award.

(1) Calculation of Financial Assistance: At no time will OHA pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD Pre-Admission Screening and Resident Review website located at: http://www.oregon.gov/oha/amh/Pages/pasrr.aspx, as it may be revised from time to time.

(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 C award for MHS 36 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written combined invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award.

County shall submit a written monthly invoice, electronically to amhcontract.administrator@state.or.us, with required attachments no later than 45 calendar days following the end of the subject month.

(3) 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 payments.

24. Service Name: **MHS SPECIAL PROJECTS**

Service ID Code: **MHS 37**

a. 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.

b. Performance Requirements

See specific special project Exhibits to this MHS 37 Service Description.

c. Special Reporting Requirements

See specific special project Exhibits to this MHS 37 Service Description.

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

See specific special project Exhibits 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 – Aid and Assist Client Services
To MHS 37 Service Description
MHS Special Projects

1. Service Description

Exhibit MHS 37 – Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant's capacity to stand trial as required in ORS §161.370 while the defendant resides in the community. These services are required to restore an Individual's ability to aid and assist in their own defense, before the person can stand trial. Primary population for community restoration services are Individuals who are unable to aid and assist in their own defense due to a primary "mental disease or defect" (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

a. Restoration Services include:

(1) Providing the defendant with the education necessary to best facilitate the defendant's return to capacity including, but not limited to:

(a) Skills training regarding court room procedures, roles, language and potential outcomes of the court process;

(b) Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and

(c) Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.

(2) Coordination and consultation to the jurisdictional Court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the defendant is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:

(a) Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;

(b) Collaboration and coordination with community corrections;

(c) Consultation to Mental Health Court, if Mental Health Court is available in the service area;

(d) Participation in Mental Health and Law Enforcement collaboration meetings; and

(e) Communication of court ordered requirements, limitations, and court dates.

(3) Assist the defendant in accessing community supports that will promote recovery and community integration, including, but not limited to:

(a) Case management;

(b) Skills training;

(c) Crisis services;

(d) Individual or group therapy;

(e) Alcohol and drug addiction treatment; and

(f) Psychiatric prescription management and medication education.

(4) Administrative activities related to the Restoration Services described above, including but not limited to:

(a) Reporting of the Individual's compliance with the conditional release requirements through monthly reports to appropriate court; and

(b) Providing interim quarterly reports for the purpose of communicating current status of defendants to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.

b. The County shall allocate adequate staffing to meet the needs of the community and provide the necessary services as described in subsection a. above.

2. <u>Performance Requirements</u>

Providers of Exhibit MHS 37 – Aid and Assist Services funded through this Agreement shall comply with ORS 161.370 and OAR 309-088-0100, as such rule may be revised from time to time.

3. <u>Reporting Requirements</u>

All Individuals receiving Exhibit MHS 37 – Aid and Assist Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS) and all Individuals receiving Restoration Services must be coded as "Aid and Assist (ORS 161.370)" as the 'Legal Status' in MOTS, as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us monthly reports on the delivery of Restoration Services, no later than 45 calendar days following the end of each subject month for which financial assistance is awarded through this Agreement. Each monthly report shall provide the following information per month for each subject month:

a. Beginning date of services;

b. Demographics as outlined below and a description of services provided for those who received community restoration services;

c. Demographics as outlined below, as well as the services and supports that were not available for Individuals transferred to the Oregon State Hospital (OSH) due to the recommendation of the CMHP Director or Designee;

d. Demographics as outlined below for Individuals transferred to OSH for restoration by the Court due to safety concerns; and

e. Individual demographic information to include:

(1) Name of Individuals served;

(2) MOTS identification number;

(3) Medicaid identification number (if applicable);

(4) Oregon Corrections – State identification number (SID) (if applicable);

(5) Gender;

(6) Race;

(7) Ethnicity;

(8) Date of birth;

(9) Living situation;

(10) Criminal charge(s) on the court order regarding the need for restoration services; and

(11) Primary diagnosis (if applicable).

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

OHA provides financial assistance for Exhibit MHS 37 – Aid and Assist Client 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 Exhibit MHS 37 – Aid and Assist Client Services lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C award.

a. For the six established County programs:

(1) The Part A awards will be calculated and disbursed as follows:

(a) Calculation of Financial Assistance: OHA will provide financial assistance for Exhibit MHS 37 – Aid and Assist Client Services identified in a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" from funds identified in that line of the Financial Assistance Award. The total OHA financial assistance for all Exhibit MHS 37 – Aid and Assist Client Services shall not exceed the total funds awarded 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 Exhibit MHS 37 – Aid and Assist Client Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:

i. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded from Exhibit MHS 37 – Aid and Assist Client Services provided under that line of the Financial Assistance Award; and

ii. OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – Aid and Assist Client Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 Exhibit MHS 37 – Aid and Assist Client Services, or termination of County's obligation to include the Program Area in which Exhibit MHS 37 – Aid and Assist Client Services fall in its CMHP.

(2) The Part C awards will be calculated, disbursed and settled as follows:

(a) Calculation of Performance Award: County will qualify for a performance award at the end of each subject year if it reached target outcomes as agreed upon between OHA and County and as evidenced by the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

(b) Disbursement of Performance Award: The performance award is based on achievement of the performance criteria as agreed upon between OHA and County.

i. County shall submit an electronic written invoice in a manner determined by OHA to request a performance award to amhcontract.administrator@state.or.us not to exceed amounts agreed upon between OHA and County. After receipt of an accurate, timely, and valid invoice, OHA will determine if the County met or exceeded the performance criteria. The total OHA financial assistance for all Exhibit MHS 37 – Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.

ii. OHA is not obligated to provide payment for any invoice received 60 calendar days after the date of the expiration or termination of this Agreement, whichever is earlier.

(c) Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein based on data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

b. For Counties without an established program:

The Part C awards will be calculated, disbursed and settled as follows:

(1) Calculation of Financial Assistance Award: County shall provide a written monthly request for a Financial Assistance Award to OHA for performance of Exhibit MHS 37 – Aid and Assist Client Services as agreed upon between OHA and County and as evidenced by the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

(2) Disbursement of Financial Assistance: Upon approval of request, OHA will provide financial assistance for Exhibit MHS 37 – Aid and Assist Client Services identified in a particular line of Exhibit C, "Financial Assistance Award," containing a "C" in column "Part ABC" to County per receipt and approval of invoice and required reports.

(a) County shall electronically submit to amhcontract.administrator@state.or.us a written invoice with required reports due no later than 45 calendar days following the end of the subject month, to be disbursed in the monthly allotments during the period specified in that line of the Financial Assistance Award. The total OHA financial assistance for all Exhibit MHS 37 – Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.

(b) OHA is not obligated to provide payment for any invoice received 60 calendar days after the date of the expiration or termination of this Agreement, whichever is earlier.

(3) Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein based on data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

Exhibit MHS 37 – Assertive Community Treatment Services
To MHS 37 Service Description
MHS Special Projects

1. Service Description

a. Definitions:

Assertive Community Treatment (ACT) means an evidence-based practice designed to provide comprehensive treatment and support services to Individuals with serious and persistent mental illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least two case managers, and are designed to meet the individual needs of each consumer and to help keep the Individual in the community and out of a structured service setting, such as residential and/or hospital care. ACT is characterized by:

(1) low client to staff ratios;

(2) providing services in the community rather than in the office;

(3) shared caseloads among team members;

(4) 24-hour staff availability;

(5) direct provision of all services by the team (rather than referring consumers to other agencies); and

(6) time-unlimited services.

Competitive Integrated Employment means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

Division approved reviewer means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA's contracted entity that is responsible for conducting ACT fidelity reviews, training, and technical assistance to support new and existing ACT programs statewide.

Serious and Persistent Mental Illness (SPMI) means for the purposes of ACT Services, are participants diagnosed with serious and persistent mental illness as listed in the Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association that seriously impair their functioning in community living. Priority is given to people with schizophrenia, other psychotic disorders (e.g., schizoaffective disorder), and bipolar disorder because these illnesses more often cause long-term psychiatric disability.

b. Services:

(1) ACT is an evidence-based practice for Individuals with a serious and persistent mental illness. ACT is characterized by:

(a) A team approach;

(b) Community based;

(c) A small client to staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;

(d) Time-unlimited services;

(e) Flexible service delivery;

(f) A fixed point of responsibility; and

(g) 24/7 crisis availability.

(2) ACT Services include, but are not limited to:

(a) Hospital discharge planning;

(b) Case management;

(c) Symptom management;

(d) Psychiatry services;

(e) Nursing services;

(f) Co-occurring substance use and mental health disorders treatment services;

(g) Supported Employment (reference OAR 410);

(h) Life skills training; and

(i) Peer support services.

(3) The ACT Program is intended to serve adults (18 year old or older) with Severe and Persistent Mental Illness (SPMI) and who meet ACT Program admission criteria as described in OAR 309-019-0245.

(4) A Provider delivering Services with funds provided through this Agreement may not use Exhibit MHS 37 – ACT funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.

(5) An ACT Program includes the following staff members:

(a) Psychiatrist or Psychiatric Nurse Practitioner;

(b) Psychiatric Nurse(s);

(c) Qualified Mental Health Professional (QMHP) ACT Team Supervisor;

(d) Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;

(e) Substance Abuse Treatment Specialist;

(f) Employment Specialist;

(g) Housing Specialist;

(h) Mental Health Case Manager; and

(i) Certified Peer Support Specialist.

2. Performance Requirements

Provide ACT Services in a manner that meets minimum fidelity requirements established in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver Exhibit MHS 37 – ACT Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access 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.

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

a. increasing team capacity to a size that is still consistent with fidelity standards; or

b. adding additional ACT Team(s).

3. Reporting Requirements

All Individuals receiving Exhibit MHS 37 – ACT 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, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

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. Individuals served;

b. Individuals who are homeless at any point during a quarter;

c. Individuals with safe stable housing for 6 months;

d. Individuals using emergency departments during each quarter for a mental health reason;

e. Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;

f. Individuals hospitalized in an acute care psychiatric facility during each quarter;

g. Individuals in jail at any point during each quarter;

h. Individuals receiving Supported Employment Services during each quarter;

i. Individuals who are employed in competitive integrated employment, as defined above; and

j. Individuals receiving ACT Services that are not enrolled in Medicaid Referrals and Outcomes:

(1) Number of referrals received during each quarter;

(2) Number of Individuals accepted during each quarter;

(3) Number of Individuals admitted during each quarter; and

(4) Number of Individuals denied during each quarter and the reason for each denial.

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

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

a. Calculation of Financial Assistance: The Part A awards for Exhibit MHS 37 – ACT Services are intended to be general financial assistance to the County for Exhibit MHS 37 – ACT Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit MHS 37 – ACT Services except as necessary to verify that the performance requirements set forth above have been met. The total OHA financial assistance for all Exhibit MHS 37 – ACT Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total funds awarded for Exhibit MHS 37 – ACT 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 this special project on a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) 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

(2) OHA may reduce the financial assistance for Exhibit MHS 37 – ACT 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 "Special Reporting Requirements." Upon County submission of missing reports, OHA may restore the month of funding that was removed through an Agreement Amendment.

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 "Performance Requirements" based on the "Reporting Requirements" and "Special Reporting Requirements" sections above.

Exhibit MHS 37 – Emergency Department Diversion to Community-based Services and Supports
To MHS 37 Service Description
MHS Special Project

1. Service Description

Exhibit MHS 37 – Emergency Department Diversion to Community-based Services and Supports (Exhibit MHS 37 – EDD) is designed to provide a community-based alternative to emergency department admission for children, youth, and young adults (Individuals) presenting for, or at risk of, admission for psychiatric or behavioral crises. Program must serve all children, youth, and young adults who go to the Emergency Department (ED) for psychiatric crisis.

2. Performance Requirements

a. In addition to any other requirements that may be established by rule of the Oregon Health Authority, County shall, subject to the availability of funds, provide the following services as appropriate to Individuals with mental or emotional disturbances:

(1) Screening and evaluation to determine the Individuals' service needs;

(2) Crisis stabilization to meet the needs of Individuals with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for Individuals involved in involuntary commitment procedures;

(3) Vocational and social services that are appropriate for the Individuals age, designed to improve the Individuals vocational, social, educational, and recreational functioning;

(4) Continuity of care to link the Individual to housing and appropriate and available health and social service needs;

(5) Psychiatric care in state and community hospitals, subject to the provisions of the "Special Reporting Requirements" section below;

(6) Residential services;

(7) Medication monitoring;

(8) Individual, family, and group counseling and therapy;

(9) Public education and information;

(10) Prevention of mental or emotional disturbances and promotion of mental health; and

(11) Consultation with other community agencies.

b. Preventive mental health services for Individuals, including primary prevention efforts, early identification, and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral, and cognitive disorders in children, youth, and young adults. As used in this paragraph:

(1) Early identification means detecting emotional disturbance in its initial developmental stage;

(2) Early intervention services for Individuals at risk of later development of emotional disturbances means programs and activities for Individuals and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and

(3) Primary prevention efforts means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

c. Eligible Population: Children, youth, and young adults ages birth through 23 years of age who have symptoms consistent with psychiatric or serious emotional disorders and present at partner Emergency Departments, particularly those Individuals without insurance or who are under insured.

d. Clinical, Social, and Residential Services Provided: Exhibit MHS 37 – EDD programs are team-based, providing an array of recovery oriented agency or community-based services and supports designed to:

(1) Alleviate the immediate crisis through connections to the family and Individual, and work with mental health team members;

(2) Provide relational and case management support for 45 calendar days; and

(3) Establish with the family and Individual a transition plan designed to prevent re-admission to the emergency department and improved access to community resources. Specific services include, but are not limited to:

(a) Suicide-Intervention;

(b) Family and Young Adult Peer Support;

(c) Coordination of immediate resources;

(d) Rapid access to psychiatric and counseling services; and

(e) Transition planning to existing health and community resources.

e. Pilot sites must participate in collaborative state-wide efforts to establish shared programmatic standards, expectations for results and services, and key reporting requirements.

f. Sites must ensure that staff are trained in trauma-informed approaches and crisis stabilization strategies.

g. **Who Can Provide These Services**? Community Mental Health Staff, including the following:

(1) Licensed Medical Professionals (psychiatrists or psychiatric nurse practitioners);

(2) QMHP/Therapists;

(3) Clinical Case Managers;

(4) Supported Employment/Education Specialists;

(5) Occupational Therapists;

(6) Young Adult Peer Support Specialist;

(7) Family Support Specialist; and

(8) Skill-development Specialists.

3. Reporting Requirements

All Individuals receiving Exhibit MHS 37 – EDD to Community-based Services and Supports 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/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

a. Pilot sites must provide data that includes the following:

(1) Client Demographics;

(2) Presenting diagnosis and issues;

(3) Diversions;

(4) Re-admissions;

(5) Response time;

(6) Connectivity with peer support;

(7) Initial Contacts;

(8) Frequency of contact;

(9) Transitional service referrals; and

(10) Other information deemed beneficial to the development of the service.

b. Pilot sites may also be required to submit surveys with qualitative data not captured in MOTS. Surveys will be collected and aggregated by OHA staff.

5. Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures

OHA provides financial assistance for Exhibit MHS 37 – EDD to Community-based Services and Supports through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in Exhibit MHS 37 – EDD lines in which column "Part ABC" contains 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 award for Exhibit MHS 37 – EDD Services are intended to be general payments for Exhibit MHS 37 – EDD Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit MHS 37 – EDD Services on a per unit basis except as necessary to verify that the performance requirements set forth above are met, so long as County offers and delivers Exhibit MHS 37 – EDD Services as part of this Agreement. The total OHA financial assistance made for all Exhibit MHS 37 – EDD Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total financial assistance for Exhibit MHS 37 – EDD 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 provide funds for Exhibit MHS 37 – EDD 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 reduce financial assistance made for Exhibit MHS 37 – EDD Services based on a reduction in Exhibit MHS 37 – EDD Services provided under this Agreement;

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

(3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly financial assistance as necessary, to reflect changes in the financial assistance for Exhibit MHS 37 – EDD 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 Exhibit MHS 37 – EDD Services by County based on the data as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

Exhibit MHS 37 – Jail Diversion
To MHS 37 Service Description
MHS Special Project

1. Service Description

Exhibit MHS 37 – Jail Diversion services increase Mental Health's interaction with Individuals with Serious and Persistent Mental Illness (SPMI) and are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

SPMI is defined in the USDOJ agreement as adults 18 years of age and above with one or more of the following diagnoses:

a. Schizophrenia

b. Schizoaffective Disorder

c. Brief Psychotic Disorder

d. Other Specified Schizophrenia Spectrum and Other Psychotic Disorder

e. Unspecified Schizophrenia Spectrum and Other Psychotic Disorder

f. Major Depressive Disorder

g. Bipolar Disorder

h. Obsessive-Compulsive Disorder

i. Post-Traumatic Stress Disorder

j. Schizotypal Personality Disorder

k. Borderline Personality Disorder

2. Performance Requirements

All providers shall adopt the "**Sequential Intercept Model**" (SIM) through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All providers shall use SIM to identify and intervene upon "points of interception" or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking Exhibit MHS 37 – Jail Diversion services:

a. Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;

b. Create opportunities for Individuals to access housing in addition to vocational and educational services;

c. Provide support services to prevent or curtail relapses and other crises;

d. Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and

e. Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

3. Reporting Requirements

All Individuals receiving Exhibit MHS 37 – Jail Diversion 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/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

b. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

c. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

d. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

e. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

County shall submit a written quarterly report electronically through secure e-mail to amhcontract.administrator@state.or.us on a form provided by OHA, no later than 45 calendar days from the end of each subject quarter as follows:

a. Report the Individuals who received services designated as pre-booking or post-booking diversion. Break out the following information:

(1) The Individuals who received services designated as pre-booking diversion. Include first and last name, date of birth, Measures and Outcomes Tracking System (MOTS) identification number, the Individual's Medicaid ID number, Provider Medicaid ID number, and the number of times the Individual was arrested during the reporting period; and

(2) The Individuals arrested who received services designated as post-booking diversion. Include first and last name, date of birth, MOTS identification number, the Individual's Medicaid ID number, Provider Medicaid ID number, and the number of times the Individual was arrested during the reporting period.

b. Report the number of incidences where charges were dismissed or dropped as a result of Exhibit MHS 37 – Jail Diversion services.

c. Report the number of Individuals that were diverted from Oregon State Hospital for ORS 161.370 Determination of Fitness for Aid & Assist Services.

d. Report the number of crisis consultations provided by mental health staff in pre-booking diversions.

e. Report the charges for which Individuals were arrested that received Exhibit MHS 37 – Jail Diversion services.

f. Report the number of Individuals arrested during the reporting period that received Exhibit MHS 37 – Jail Diversion services.

g. Provide a description of Exhibit MHS 37 – Jail Diversion services Individuals received in the current reporting period.

h. Provide a detailed description of any Exhibit MHS 37 – Jail Diversion service created prior to the current reporting period.

i. Provide information regarding any activities related to Exhibit MHS 37 – Jail Diversion services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

5. <u>Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures</u>

OHA provides financial assistance for Exhibit MHS 37 – Jail Diversion services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in Exhibit MHS 37 – Jail Diversion lines in which column "Part ABC" contains an "A" for Part A award.

a. <u>Calculation of Financial Assistance</u>: The Part A awards for Exhibit MHS 37 – Jail Diversion services are intended to be general financial assistance to the County for Exhibit MHS 37 – Jail Diversion services with funds provided through this Agreement. Accordingly, OHA may not track delivery of Exhibit MHS 37 – Jail Diversion 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 Exhibit MHS 37 – Jail Diversion services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for Exhibit MHS 37 – Jail Diversion services as specified in that line of the Financial Assistance Award.

b. <u>Disbursement of Financial Assistance</u>: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A awards for Exhibit MHS 37 – Jail Diversion services delivered under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(1) OHA may reduce monthly allotments made for Exhibit MHS 37 – Jail Diversion services based on a reduction in Exhibit MHS 37 – Jail Diversion services provided under this Agreement;

(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 Exhibit MHS 37 – Jail Diversion services provided under that line of the Financial Assistance Award; and

(4) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – Jail Diversion services not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 Exhibit MHS 37 – Jail Diversion, or termination of County's obligation to include the Program Area in which Exhibit MHS 37 – Jail Diversion services fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of Exhibit MHS 37 – Jail Diversion services by County based on the data as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

Exhibit MHS 37 - Mental Health Promotion and Prevention Services
To MHS 37 Service Description
MHS Special Project

1. Service Description

Exhibit MHS 37 – Mental Health Promotion and Prevention (Exhibit MHS 37 – MHPP) Services are directed to changing common influences on the development of Individuals across their lifespan, reducing risk factors and increasing protective factors and is designed to target universal, selected, and indicated populations based on risk.

The focus of Exhibit MHS 37 – MHPP Services 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 Exhibit MHS 37 – MHPP Services provided with funds through this Agreement in accordance with its OHA approved plan for Mental Health Promotion and Prevention Project 2017-2019, which is hereby incorporated into this Agreement by this reference and can be located at http://www.oregon.gov/OHA/HSD/AMH/pages/contracts.aspx.

3. Special Reporting Requirements

Exhibit MHS 37 – MHPP Services activity shall be captured by submitting to OHA semi-annual (two times per year) expenditure and service reports using forms and procedures prescribed by OHA. Reports shall be submitted electronically to amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each subject term.

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

a. Calculation of Financial Assistance: The funds awarded for Exhibit MHS 37 – MHPP Services are intended to be general financial assistance to County for Exhibit MHS 37 – MHPP Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of Exhibit MHS 37 – MHPP Services on a per unit basis, so long as the County offers and delivers Exhibit MHS 37 – MHPP Services as part of its CMHP. The total OHA financial assistance for all Exhibit MHS 37 – MHPP Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for Exhibit MHS 37 – MHPP 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 Exhibit MHS 37 – MHPP 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 calendar 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 the "Special Reporting Requirements" section 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 Exhibit MHS 37 – MHPP 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 Exhibit MHS 37 – MHPP Services by County as part of its CMHP based on the delivery of Exhibit MHS 37 – MHPP Services as properly reported in accordance with "Special Reporting Requirements" section above.

Exhibit MHS 37 – Parent Child Interaction Therapy Services (PCIT)
To MHS 37 Service Description
MHS Special Projects

1. Service Description

Exhibit MHS 37 – Parent Child Interaction Therapy (Exhibit MHS 37 – PCIT) Services are intended to meet the goals of the Oregon Early Learning System as described in ORS 417.727 and to serve children 2 through 7 years of age, and their parents, when the children have significant social, emotional, or behavioral disorders. In Parent Child Interaction Therapy (PCIT), caregivers are taught specific skills to establish or strengthen a nurturing and secure relationship with their child, while encouraging pro-social behavior and decreasing maladaptive behavior. Ideally, during coaching sessions, the therapist observes the interaction from behind a one-way mirror and provides guidance to the parent through a wireless communication system. The funds provided through this Agreement for Exhibit MHS 37 – PCIT Services are for the purpose of supporting the infrastructure in 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 qualify two or more mental health clinicians in PCIT certification and at least one of these clinicians shall be from an OHA identified ethnic, cultural, or linguistic population or have experience with the population.

Definitions:

Parent Child Interaction Therapy (PCIT) – is a form of mental health therapy developed by Sheila Eyberg for children ages 2 through 7 and their caregivers. It emphasis relationship enhancement and behavior modification training. PCIT requires intensive training by mental health professionals. http://www.pcit.org/therapist-requirements.html.

Eyberg Child Behavior Inventory (ECBI) – is a parent-rating scale that is used to assess both the frequency of child disruptive behaviors and the extent to which the parent finds the child's behavior troublesome.

The Dyadic Parent-Child Interaction Coding System (DPICS) – is designed to assess parent-child social interactions, providing a guide for treatment decisions and measure of behavioral change in Parent Child Interaction Therapy.

Fidelity – is the extent to which delivery of an intervention adheres to the protocol or program model originally developed and supported by research.

National Provider Identifier (NPI) – is a unique 10-digit identification number issued to health care providers in the United States by the Centers for Medicare and Medicaid Services (CMS).

2. <u>Performance Requirements</u>

Providers of Exhibit MHS 37 – PCIT Services shall:

a. Require each clinician trained in PCIT to provide PCIT services to 10 or more families for 4 or more sessions per family, on average, each fiscal year;

b. Eight or more times per quarter, 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.

c. 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;

d. Provide planning, outreach, and implementation of culturally, linguistically, and ethnically appropriate PCIT Services. Serve ethnically diverse families in the same proportion as is represented in the county;

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

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

g. Require PCIT trained clinicians to actively provide PCIT to families on their caseloads and to consistently attend PCIT consultation as per trainer recommendations to maintain treatment fidelity;

h. 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://www.pcit.org/initial-therapist-training.html;

(2) Evidence of data-driven treatment decisions and the development of performance expectations through the use of the Eyberg Child Behavior Inventory, and the Dyadic Parent-Child Interaction Coding System which is documented in the Electronic Health Records (EHR) of Individuals and in reports to OHA;

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

(4) Maintain appropriate PCIT specific clinic space; stripped down room, one-way mirrors, equipment, and a range of developmentally appropriate toys for the children.

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

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

3. Reporting Requirements

All Individuals receiving Exhibit MHS 37 – PCIT 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/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO] or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

a. Each Provider of MHS 37 – PCIT 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 data reporting form developed by OHA in conjunction with County PCIT Providers, which includes child, family and progress data, and PCIT specific expenditures.

(2) PCIT narrative form that includes, but is not limited to the following:

(a) Outreach efforts, including those to an OHA identified cultural, ethnic or linguistic minority community;

(b) Project accomplishments and challenges; and

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

(3) 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

(c) Trainings attended with dates and level of training.

(4) County's awarded agency level PCIT trainer funding in the special conditions attached to this Agreement shall:

(a) Submit documentation that trainer is qualified to provide staff training through PCIT International or UC Davis;

(b) Report the number of therapists receiving direct initial PCIT training along with their names and NPI numbers;

(c) Track and report the number of PCIT trainees meeting PCIT International qualifications for certification; and

(d) Document and report the PCIT specific training 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.

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

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

a. Calculation of Financial Assistance: The Part A awards for Exhibit MHS 37 – PCIT Services are intended to be general financial assistance to the County for Exhibit MHS 37 – PCIT Services with funds provided through this Agreement.

The total OHA financial assistance for all Exhibit MHS 37 – PCIT Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing and "A" in column "Part ABC" shall not exceed the total funds awarded for Exhibit MHS 37 – PCIT 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 Exhibit MHS 37 – PCIT Services delivered under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(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 the "Reporting Requirements" and "Special Reporting Requirements" sections 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 Exhibit MHS 37 – PCIT Services 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 Exhibit MHS 37 – PCIT Services provided under that line of the Financial Assistance Award; and

(4) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – PCIT Services not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 Exhibit MHS 37 – PCIT Services, or termination of County's obligation to include the Program Area in which Exhibit MHS 37 – PCIT 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 minimum performance requirements in accordance with the "Performance Requirements" section above and in any special conditions, if applicable, based on the delivery of Exhibit MHS 37 – PCIT Services as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

Exhibit MHS 37 – Peer Delivered Services (PDS)
To MHS 37 Service Description
MHS Special Projects

1. **Service Description**

Exhibit MHS 37 – Peer Delivered Services (Exhibit MHS 37 – PDS) will assist the establishment or expansion of Peer Delivered Services (PDS) in a specified geographic area for the period of this Agreement. PDS means an array of agency or community-based services and supports provided by peers, Peer Wellness Specialists (PWS), and Peer Support Specialists (PSS), including Family Support Specialists and Youth Support Specialists, to Individuals or family members with similar lived experience and 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 or their child's recovery and demonstrate the core competencies for Peer Support Specialists as defined by OHA's administrative rules, Traditional Health Worker Commission, and the Office of Equity and Inclusion and ORS 414.635 through 414.665. PSS and PWS shall deliver PDS, under the supervision of a qualified Clinical Supervisor, and are listed on the Traditional Worker Registry to provide services for that identified consumer population, as found at https://traditionalhealthworkerregistry.oregon.gov.

2. **Performance Requirements**

County shall use the funds awarded through this Agreement for Exhibit MHS 37 – PDS 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 no later than 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 as PSS or PWS during the reporting period;

d. Number of Individuals with mental health conditions who received PDS during the reporting period; and

e. Outcome measures to include:

(1) Shortened psychiatric and addiction related 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 or, in the case of youth, increased ability for youth and their families to advocate for themselves and their family;

(6) Increase in a social support system;

(7) Work and education status maintenance or improvement for adults;

(8) School attendance and academic improvement for youth; and

(9) Number of out-of-home placements in the past 90 calendar days.

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

OHA provides financial assistance for Exhibit MHS 37 – PDS through Part A awards. The Award is set forth in Exhibit C, "Financial Assistance Award," in Exhibit MHS 37 – PDS lines in which column "Part ABC" 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 Exhibit MHS 37 – PDS are intended to be general financial assistance to the County for Exhibit MHS 37 – PDS. Accordingly, OHA will not track delivery of Exhibit MHS 37 – PDS 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 Exhibit MHS 37 – PDS delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total funds awarded for Exhibit MHS 37 – PDS 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 Exhibit MHS 37 – PDS provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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

(2) Upon amendment to the Financial Assistance Award, OHA will adjust monthly allotments as necessary to reflect changes in the funds awarded for Exhibit MHS 37 – PDS provided under that line of the Financial Assistance Award; and

(3) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – PDS that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 Exhibit MHS 37 – PDS, or termination of County's obligation to include the Program Area in which Exhibit MHS 37 – PDS fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to confirm the implementation of Exhibit MHS 37 – PDS based on the delivery of Exhibit MHS 37 – PDS as properly reported in accordance with the "Special Reporting Requirements" section above.

Exhibit MHS 37 - Rental Assistance Program Services
To MHS 37 Service Description
MHS Special Project

1. Service Description

Exhibit MHS 37 – Rental Assistance Program Services (MHS 37 – RAS) allow Individuals to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

Exhibit MHS 37 – 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. Exhibit MHS 37 – RAS include financial assistance for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; and the support service components including, but not limited to, financial budgeting, community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the community. These allotments shall not be used to pay any other staff position.

b. Exhibit MHS 37 – RAS financial assistance per Individual will be set by program and will not exceed the HUD Fair Market Rent (FMR). Exceptions may be granted with OHA pre-approval. Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.

c. Move-in expense financial assistance will be based on the Individual's need and determined by the program. Financial assistance for move-in costs may include cleaning and security deposits, pet deposits, and outstanding utility bills.

d. County shall annually inspect or have inspected rental housing units subject to this special project to assure units pass the criteria outlined in the OHA approved Housing Condition Checklist located at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx.

e. County shall coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.

f. Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:

(1) Financial assistance for Exhibit MHS 37 – RAS data collection and documentation of service delivery in compliance with state and federal requirements; and

(2) Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program office space, and other appropriate office expense.

g. Utilization requirements for Exhibit MHS 37 – RAS providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award."

h. County Compliance: No more than 25% of units in a building or complex of buildings may be reserved for tenants with SMI referred by the state or its' contractors or subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SMI. The remaining housing is available to all Individuals in conformance with Fair Housing and other related laws.

i. Compliance with criteria in the Contractor's application and this Agreement is equally binding.

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

3. <u>Special Reporting Requirements</u>

a. For each calendar quarter (or portion thereof) during the period for which financial assistance is provided under this Agreement for Exhibit MHS 37 – RAS, County shall electronically submit to amhcontract.administrator@state.or.us written quarterly reports on the delivery of Exhibit MHS 37 – RAS no later than 45 calendar days after the end of each subject quarter using forms and procedures prescribed by OHA.

b. Information and data as required on the OHA provided reporting template.

c. For financial settlement use, the following information shall be included for both monthly and subject quarter totals on each report:

(1) Amount expended for move-in and barrier removal services;

(2) Amount expended for housing rental; and

(3) Amount expended for staff positions and administration.

4. <u>Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures</u>

OHA provides financial assistance for Exhibit MHS 37 – RAS through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in Exhibit MHS 37 – RAS lines in which column "Part ABC" contains an "A" for Part A awards.

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

a. <u>Calculation of Financial Assistance</u>: The Part A awards for Exhibit MHS 37 – RAS containing an "A" from funds identified in that line are provided 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 Exhibit MHS 37 – RAS delivered under a particular line of the Financial Assistance Award containing an "A" shall not exceed the total financial assistance for Exhibit MHS 37 – RAS 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 funds for Exhibit MHS 37 – RAS provided under a particular line of the Financial Assistance Award containing an "A" 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 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used financial assistance identified through required reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 financial assistance made for Exhibit MHS 37 – RAS provided under that line of the Financial Assistance Award; and

(4) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – RAS that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 Exhibit MHS 37 – RAS, or termination of County's obligation to provide Exhibit MHS 37 – RAS.

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 financial assistance provided for Exhibit MHS 37 – RAS under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" and amounts due for such services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the "Special Reporting Requirements" section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award.

Exhibit MHS 37 - Restorative Services
To MHS 37 Service Description
MHS Special Project

1. **Service Description**

This Exhibit MHS 37 – Restorative Services special project will provide Restorative Services, as required by ORS 419C.378 through 491C.398 (House bill 2836) (2013 Regular Session), to Individuals who have been found by a court to be unfit to proceed in a proceeding initiated by a petition alleging jurisdiction under ORS 419C.005. These services shall be provided to aid the Individual in gaining or regaining fitness to proceed.

Definitions: For the purpose of this Agreement, the terms below have the following meanings:

Psycho-educational Curriculum means a curriculum designed to be administered to a Referred Individual with mental health needs.

Referred Individual means an OHA client 0 through 25 years of age, found by the court to be unfit to proceed in a proceeding initiated by a petition alleging jurisdiction under ORS 419C.005.

Restorative Service(s) means a planned, systematic program that focuses on helping each Referred Individual obtain and maintain the highest level of understanding and functional participation.

Restorative Services Curriculum means the standard material that is taught to all Referred Individuals ordered to participate in Restorative Services.

Restorative Service Episode means a consecutive 90 calendar day period of Restorative Service involvement.

2. **Performance Requirements**

a. Provide Restorative Services to Referred Individuals found by the court to meet the Restorative Services special project criteria, pursuant to the "Service Description" section above, through the life of this Agreement.

b. Retain service subscription necessary to provide telemedicine capabilities. Costs for telemedicine capabilities will be reimbursed by OHA as outlined in the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below.

c. Administer Restorative Services to Referred Individuals throughout the State of Oregon in a location amenable to each Referred Individual's current placement. Family travel expenses must be reimbursed by County when travel for the Referred Individual or Referred Individual's family is required, as described in the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below.

d. Evaluate the ability of the Referred Individual to:

(1) Understand the charges against the Referred Individual;

(2) Understand legal proceedings;

(3) Assist and cooperate with counsel in the Referred Individual's defense;

(4) Participate in the Referred Individual's own defense; and

(5) Make autonomous decisions.

e. Develop and implement an OHA approved Psycho-educational Curriculum and teaching method for the purpose of evaluating and assisting each Referred Individual to gain or regain fitness to proceed. Curriculum and teaching methods must be adapted to meet each Referred Individual's specific needs. Prepare and submit to OHA a copy of the curriculum for review and approval no later than 60 calendar days after Agreement execution. The Psycho-education Curriculum must include, but is not limited to:

(1) An overview of the legal system and the nature of the adversarial process;

(2) Courtroom personnel;

(3) The legal and constitutional rights of a juvenile defendant;

(4) The charges specific to the Referred Individual and the potential outcomes if the Referred Individual is adjudicated on all counts; and

(5) Available pleas, plea bargains, and the possible outcomes of each plea.

f. Initiate the provision of Restorative Services no later than 7 calendar days following court referral.

g. Prepare a Restorative Services plan (Plan) no later than 21 calendar days following each court referral that considers the Referred Individual's specific needs to gain or regain fitness.

(1) County shall review documentation and information relevant to the Referred Individual's fitness to proceed in designing the Plan.

(2) The Plan must contain and consider the criteria by which the Referred Individual was found unfit to proceed as described in the forensic report submitted to the court.

(3) The Plan must contain a description of appropriate restorative services necessary to assist the Referred Individual in gaining or regaining fitness to proceed.

h. Provide psycho-educational services for up to 6 hours per week while the Referred Individual is enrolled in Exhibit MHS 37 – Restorative Services.

(1) Service sessions must take place in a location and a time that is agreeable to the Referred Individual's current placement.

(2) Service sessions must take place in a location deemed safe and secure by County, the Referred Individual, and the Referred Individual's family.

(3) Coordinate with the Referred Individual and the Referred Individual's parent or guardian to arrange agreeable times and places for the provision of Exhibit MHS 37 – Restorative Services.

i. Conduct an initial psychiatric evaluation at the beginning of each Restorative Service Episode. Communicate to the Referred Individual's court of jurisdiction, the Referred Individual's needs for medication management or mental health services.

j. Prepare and submit a written report to the Referred Individual's court of jurisdiction no later than the end of each 90 day Restorative Service Episode that includes, but is not limited to:

(1) A summary of the Referred Individual's identified needs to gain or regain fitness to proceed at the time of referral;

(2) A summary of the Referred Individual's Plan and the nature of the Restorative Services received; and

(3) County's opinion regarding whether or not the Referred Individual remains unfit to proceed and if, in County's opinion, the Referred Individual remains unfit to proceed, the report must include an opinion as to whether or not the Referred Individual is likely to gain or regain fitness to proceed with continued participation in Restorative Services.

k. Submit written reports to the court, prepared by a forensic evaluator currently certified by OHA.

l. Monitor the legal and procedural developments in the Refereed Individual's case by maintaining regular communication with the Referred Individual's attorney from the time of referral until the completion of Restorative Services.

m. Maintain regular and frequent communication with the Referred Individual's parent(s) or guardian(s) regarding the Referred Individual's Restorative Services. Assist the Referred Individual's parent(s) or guardian(s) in understanding the nature of Restorative Services, the juvenile court process, and the services that the Referred Individual is receiving. Seek, when appropriate, parental or guardian participation in service planning or implementation.

n. Provide up to 2 hours of additional Restorative Services each week, as necessary, for family support or communication with the Referred Individual's legal team. Additional Restorative Services shall be conducted by a Qualified Mental Health Associate (QMHA) or a Qualified Mental Health Professional (QMHP).

o. Provide medically necessary medication management services for Referred Individuals ordered to receive Restorative Services who do not currently have a prescribing psychiatrist.

(1) Costs incurred must be billed to the Referred Individual's insurance provider.

(2) Contractor shall bill OHA at the medication management rate, as listed in the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below, if a Referred Individual's insurance provider does not cover the cost of medication management or the Referred Individual is uninsured.

p. When necessary, coordinate with the court to obtain necessary court-certified translation or linguistically appropriate services for a Referred Individual whose primary language is not English.

When translation or interpretation services are necessary, bill OHA for cost of translation or interpretation services.

q. Subcontract forensic evaluation services, when needed, for the purpose of generating reports to a Referred Individual's court of jurisdiction.

When subcontracting evaluation and report writing services, only subcontract with evaluators certified by OHA to conduct forensic evaluations in the state of Oregon.

r. Testify in person, when requested by the court, regarding the services received by the Referred Individual and the Referred Individual's current fitness to participate in court proceedings.

3. **Special Reporting Requirements**

County shall prepare and electronically submit to OHA at amhcontract.administrator@state.or.us:

a. A written report on the County's capacity to provide Restorative Services in all parts of the state no later than 60 calendar days following execution of this Agreement.

b. A written report, with each invoice, containing the following information for each Referred Individual.

(1) Beginning date of Restorative Services;

(2) End date of services, if Restorative Services have been completed;

(3) Total hours of Restorative Services delivered;

(4) Referred Individual's placement while Restorative Services were delivered; and

(5) The final court ruling regarding the Referred Individual's status as fit to proceed or unfit to proceed without reason to believe that the Referred Individual will become fit with continued Restorative Services, if Restorative Services have been completed.

c. Submit to OHA, no later than May 31, 2019, a written report summarizing the use of OHA program development funds as outlined in the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below. Report must include, but is not limited to, the following:

(1) The time and resources used for curriculum development;

(2) Employee training conducted by employees of County for the purpose of providing Restorative Services;

(3) Out of area trainings or conferences attended; and

(4) Other tasks and activities that contributed to the development of a statewide Restorative Service program.

d. Revise and resubmit reports to OHA's satisfaction, as needed.

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

OHA provides financial assistance for Exhibit MHS 37 – Restorative Services through Part C allotments. The allotment is set forth in Exhibit C, "Financial Assistance Award," for the Exhibit MHS-37 – Restorative Services lines that contain a "C" in column "Part ABC."

The Part C allotments will be calculated, disbursed, and settled as follows:

a. Calculation of Financial Assistance: The Part C allotments for Exhibit MHS 37 – Restorative Services are intended to be general financial assistance for Exhibit MHS 37 – Restorative Services provided through this Agreement. Accordingly, OHA may not track delivery of Exhibit MHS 37 – Restorative Services on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. The total OHA allotments made for all Exhibit MHS 37 – Restorative Services delivered under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" shall not exceed the total financial assistance awarded for Exhibit MHS 37 – Restorative 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 for Exhibit MHS 37 – Restorative Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County during the period specified in that line of the Financial Assistance Award, subject to the following:

County shall prepare and electronically submit a monthly written invoice to OHA at amhcontract.administrator@state.or.us no later than 45 calendar days following the end of each subject month. The invoice shall be all-inclusive of the services provided during the subject month, at the rate(s) shown below. County shall revise and resubmit invoices to OHA's satisfaction.

(1) Program Development Costs

County shall, upon Agreement execution, submit a single invoice for the following one time financial assistance:

(a) Subscription fees for the use of a secure telemedicine server. Subscription fees must not exceed $1,000 total under this Agreement.

(b) Program development costs up to $20,000 as necessary to provide Restorative Services throughout the State of Oregon. Program development costs include any or all of the following:

i. Curriculum development;

ii. Producing and printing materials;

iii. Internal training for the provision of Restorative Services;

iv. Conferences or trainings; and

v. Staff time for policy development.

(2) Restorative Services Costs

County's monthly invoice shall include detailed Restorative Services delivered within the subject month for each Referred Individual participating in Restorative Services, per the rate schedule as follows:

(a) Standard rates for each Referred Individual.

i. Psychiatric Assessment:
$803.40 - one time per Referred Individual

ii. Psychological testing and reports:
$2,785.12 - one time per Referred Individual

iii. Clerical Support:
$48.41 - one time per Referred Individual

iv. 6 hours Restorative Service training:
$209.09 - per week

(b) Additional services as necessary and appropriate:

i. Additional time for QMHP:
$52.53 per hour

ii. Additional time for QMHA:
$30.90 per hour

iii. Travel time for medical doctor:
$267.80 per hour

iv. Travel time for psychologist:
$139.05 per hour

v. Travel time for QMHP:
$52.53 per hour

vi. Travel time for QMHA:
$30.90 per hour

vii. Mileage for travel:
$0.49 per mile

viii. Medically necessary medication:
$133.90 per week medication management (as appropriate)

(3) Family Travel Costs

County shall invoice for reimbursement of family travel costs (travel and other related expenses) at the rates specified in the Oregon Accounting Manual as of the date County incurred the expenses. The Oregon Accounting Manual is available at http://www.oregon.gov/DAS/Financial/Acctng/pages/index.aspx.

(a) OHA is not obligated to provide financial assistance for any invoice received 60 calendar days after the date of expiration or termination of this Agreement, whichever is earlier.

(b) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – Restorative Services that are not properly reported, in accordance with the "Special Reporting Requirements" section 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 Exhibit MHS 37 – Restorative Services, or termination of County's obligation to provide Exhibit MHS 37 – Restorative Services.

c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of Exhibit MHS 37 – Restorative Services by County based on the data properly reported in accordance with the "Special Reporting Requirements" section above.

Exhibit MHS 37 – School-Based Mental Health Services
To MHS 37 Service Description
MHS Special Projects

1. Service Description

The OHA School-Based Mental Health project, using compiled data, identified schools with students (Individuals) who have a high, unmet mental health need and high reports of mental health symptoms and risk factors. County shall provide Exhibit MHS 37 – School-Based Mental Health Services to the identified schools, who are not affiliated with a School-Based Health Center providing mental health services.

2. Performance Requirements

a. To decrease barriers to accessing mental health services, providers of Exhibit MHS 37 – School-Based Mental Health Services shall provide either mental health care coordination or school-based direct clinical services or both, depending on the needs of the community, as follows:

(1) Provide care coordination for Individuals referred due to truancy, behavioral issues, or symptoms of mental illness. Meet with the Individual and family to complete a behavioral health risk assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community.

(2) 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.

b. Through collaboration with the school, ensure that there is an easily accessible integrated mechanism for Individuals to report incidents of violence or plans by other children, adolescents, or adults to commit violence.

c. Provider shall ensure that the identified clinicians providing Exhibit MHS 37 – School-Based Mental Health Services are trained in suicide intervention and prevention such as Applied Suicide Intervention Training (ASIST).

d. If County lacks qualified Providers to deliver Exhibit MHS 37 – School-Based Mental Health Services, County shall implement a plan for the provision of Services in consultation with OHA.

e. If County would like to provide services to other schools in addition to the identified schools, they may negotiate this with OHA.

f. If schools identified as having Individuals with a high unmet mental health need decline services, OHA reserves the right to reduce funding based on inability of the County to deliver Exhibit MHS 37 – School-Based Mental Health Services to identified schools.

g. These funds support mental health clinicians to be located in the school for the purpose of mental health outreach, engagement, and consultation with school personnel. Medicaid billable services must be paid for by Medicaid. Funding may be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible and who have no other resources to pay for the Services.

3. Reporting Requirements

All individuals receiving Exhibit 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 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 the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

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 quarter for which financial assistance is awarded through this Agreement.

Each written report shall include:

a. A summary of number of Individuals served, project accomplishments, and challenges;

b. The names and National Provider Index numbers of each Provider designated to provide the Exhibit MHS 37 – School-Based Mental Health Services; and

c. A list of Oregon Health Plan client IDs of Individuals served through this special project.

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

OHA provides financial assistance for Exhibit MHS 37 – School-Based Mental Health Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in Exhibit MHS 37 – School-Based Mental Health Services lines in which column "Part ABC" will contain an "A" for Part A awards.

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

a. Calculation of Financial Assistance: The Part A awards for Exhibit 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 Exhibit 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 Exhibit MHS 37 – School-Based Mental Health Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total funds awarded for this special project 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 Exhibit MHS 37 – School-Based Mental Health Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(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 this special project on that line of the Financial Assistance Award; and

(3) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – School-Based Mental Health Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 Exhibit MHS 37 – School-Based Mental Health Services, or termination of County's obligation to include the Program Area in which Exhibit MHS 37 – School-Based Mental Health Services fall in its CMHP.

c. 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above and demonstration of designation of appropriate personnel to this special project.

Exhibit MHS 37 – Start-Up
To MHS 37 Service Description
MHS Special Project

1. Service Description

The funds awarded for this special project, Exhibit MHS 37 – Start-Up, must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award," and Exhibit J, "Start-Up Procedures." For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve Mental Health Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for Exhibit MHS 37 – Start-Up may not be used for real property improvements of $10,000 and above. When OHA funds in the amount of $10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow the procedures as prescribed by that unit.

Exhibit 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 Exhibit MHS 37 – Start-Up must be expended only in accordance with Exhibit J, "Start-Up Procedures," which is incorporated herein by this reference.

3. Special Reporting Requirements

Using the OHA prescribed "Start-Up Request & Expenditure Form," the County shall prepare and electronically submit, 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." The reports must be prepared in accordance with forms prescribed by OHA and the procedures described in Exhibit J, "Start-Up Procedures."

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

a. Financial Assistance Calculation: OHA will provide financial assistance for Exhibit 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 Exhibit MHS 37 – Start-Up activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for Exhibit 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 Exhibit 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."

(2) 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 Exhibit MHS 37 – Start-Up and amounts due for Exhibit MHS 37 – Start-Up based on actual allowable expenditures incurred in accordance with this Exhibit MHS 37 – Start-Up 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 45 calendar days after the expiration or termination date of this Agreement shall not be accepted nor any funds owed by OHA.

Exhibit MHS 37 – Young Adult Hub Programs (YAHP)
To MHS 37 Service Description
MHS Special Projects

1. Service Description

Exhibit MHS 37 – Young Adult Hub Programs (Exhibit MHS 37 – YAHP) are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

2. Performance Requirements

a. In addition to any other requirements that may be established by rule of the Oregon Health Authority, each Community Mental Health Program (CMHP), subject to the availability of funds, shall provide the following services to Individuals with mental or emotional disturbances:

(1) Screening and evaluation to determine the Individuals' service needs;

(2) Crisis stabilization to meet the needs of Individuals with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by OHA for Individuals involved in involuntary commitment procedures;

(3) Vocational and social services that are appropriate for the Individuals age, designed to improve the Individuals vocational, social, educational and recreational functioning;

(4) Continuity of care to link the Individual to housing and appropriate and available health and social service needs;

(5) Psychiatric care in state and community hospitals;

(6) Residential services;

(7) Medication monitoring;

(8) Individual, family and group counseling and therapy;

(9) Public education and information;

(10) Prevention of mental or emotional disturbances and promotion of mental health; and

(11) Consultation with other community agencies.

b. Preventive mental health services for Individuals, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral and cognitive disorders in children (Individuals). As used in this paragraph:

(1) Early identification means detecting emotional disturbance in its initial developmental stage;

(2) Early intervention services for Individuals at risk of later development of emotional disturbances means programs and activities for Individuals and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and

(3) Primary prevention efforts means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

c. **Eligible Population:** Individuals 14 through 24 years of age who have been:

(1) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;

(2) Chronically involved in state systems of mental health care and who are in need of intensive community supports;

(3) Impacted by a mental health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired, or has led to interface with the criminal justice system; and

(4) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.

d. **Provide Clinical, Social, and Residential Services:** Community-based services and supports include, but are not limited to:

(1) Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;

(2) Recovery oriented, young adult centered planning;

(3) Creation of social support systems;

(4) Rapid access to psychiatric and counseling services;

(5) Coaching on rights regarding access to employment, school, housing, and additional resources;

(6) Access to local teams including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;

(7) Peer support provided by young adult peers, participatory decision-making;

(8) Meaningful Individuals engagement in program, community, and leadership activities; and

(9) Skill development.

County shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others.

e. Who Can Provide These Services?

Community Mental Health Staff, including the following:

(1) Licensed Medical Professionals (psychiatrists or psychiatric nurse practitioners);

(2) QMHP/Therapists;

(3) Clinical Case Managers;

(4) Supported Employment/Education Specialists;

(5) Occupational Therapists;

(6) Young Adult Peer Support Specialist; and

(7) Family Support Specialist.

3. Reporting Requirements

All Individuals receiving Exhibit MHS 37 – YAHP 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/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us written quarterly reports or Qualtrix surveys 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:

a. Number of Individuals served and their demographic information;

b. Levels of utilization of the TIP model within the program;

c. Measure outcomes on the Individuals prior to admission in Exhibit MHS 37 – YAHP, quarterly, and upon discharge in order to determine whether there is an increase or decrease in the following domains:

(1) Employment and career;

(2) Education;

(3) Living situation;

(4) Personal effectiveness and wellbeing;

(5) Community and life functioning; and

(6) Reduction in acute care services.

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

OHA provides financial assistance for Exhibit MHS 37 – YAHP services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in Exhibit MHS 37 – YAHP lines in which column "Part ABC" 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 Exhibit 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 Exhibit 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 Exhibit MHS 37 – YAHP services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total funds awarded for this special project 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 Exhibit MHS 37 – YAHP services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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

(1) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for Exhibit MHS 37 – YAHP services provided under that line of the Financial Assistance Award;

(2) 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above and acceptable progress toward the utilization requirements as set forth in a special condition on that line of Exhibit C, "Financial Assistance Award;"

(3) OHA reserves the right to reduce funding for Exhibit MHS 37 – YAHP services based on progress toward project implementation and number of Individuals served as reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above; and

(4) OHA is not obligated to provide financial assistance for any Exhibit MHS 37 – YAHP services delivered to Individuals who are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 Exhibit MHS 37 – YAHP services, or termination of County's obligation to include the Program Area in which Exhibit MHS 37 – YAHP services fall in its CMHP.

c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project as described herein based on data properly in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

25. Service Name: **SUPPORTED EMPLOYMENT SERVICES**

Service ID Code: **MHS 38**

a. Service Description

(1) Provide Individual Placement and Support (IPS) Supported Employment Services consistent with the Dartmouth IPS Supported Employment Fidelity Model. The Dartmouth IPS Supported Employment Fidelity Review Manual can be found at: https://www.ipsworks.org/wp-content/uploads/2016/03/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

(2) Definitions:

Competitive Integrated Employment means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

Division approved reviewer means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contractual entity that is responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment programs statewide.

Supported Employment Services are individualized services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported employment services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

b. Performance Requirements

County shall provide MHS 38 – Supported Employment Services in a manner that is consistent with fidelity standards established in OAR 309-019-0100 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified Providers to deliver Supported Employment Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38 – Supported Employment Services. MHS 38 – Supported Employment Services must be provided by Providers meeting Supported Employment fidelity scale standards, located at http://www.oregon.gov/OHA/HSD/AMH/pages/reporting-reqs.aspx.

c. Reporting Requirements

All Individuals receiving MHS 38 – Supported Employment 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/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us

d. Special Reporting Requirements

(1) A Provider delivering MHS 38 – Supported Employment Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.

(2) 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 MHS 38 – Supported Employment Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Quarterly reports shall include, but are not limited to:

(a) Individuals with Serious Mental Illness (SMI) who receive MHS 38 – Supported Employment Services who are employed in Competitive Integrated Employment, as defined above;

(b) Individuals with SMI who no longer need Supported Employment Services from a supported employment specialist; and

(c) Individuals with Serious and Persistent Mental Illness (SPMI) who received Supported Employment Services as part of an Assertive Community Treatment (ACT) Program.

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

OHA provides financial assistance for MHS 38 – Supported Employment Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in MHS 38 – Supported Employment Services lines in which column "Part ABC" will contain an "A" for Part A award.

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

(1) Calculation of Financial Assistance: The Part A awards for MHS 38 – Supported Employment 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 38 – Supported Employment Services 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 38 – Supported Employment Services provided under a particular line of the Financial Assistance Award, containing an "A" in column "Part ABC," 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 MSH 38 – Supported Employment Services provided under a particular 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;

(c) OHA is not obligated to provide financial assistance for any MHS 38 – Supported Employment Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 38 – Supported Employment Services , or termination of County's obligation to include the Program Area in which MHS 38 – Supported Employment Services fall in its CMHP; and

(d) OHA may reduce the financial assistance for MHS 38 – Supported Employment 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 the "Reporting Requirements" and "Special Reporting Requirements" sections above. 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 implementation of MHS 38 – Supported Employment Services as described herein based on data as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

26. Service Name: **PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: **MHS 39**

a. **Service Description**

The PATH program is designed to support the delivery of eligible services to Individuals who: are homeless or at imminent risk of homelessness; and have a serious mental illness or co-occurring serious mental illness and substance use disorder.

Eligible Services, not otherwise covered by another resource, are as follows:

(1) Outreach services;

(2) Screening and diagnostic treatment services;

(3) Habilitation and rehabilitation services;

(4) Community mental health services;

(5) Substance use disorder treatment services;

(6) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require services;

(7) Case management services, including:

(a) Preparing a plan for the provision of community mental health and other supportive services to the eligible Individual and reviewing such plan not less than once every three months;

(b) Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals, including services relating to daily living activities, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational services, and housing services;

(c) Providing assistance to eligible Individuals in obtaining income support services, including housing assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, and supplemental securing income benefits;

(d) Referring eligible Individuals for such other services as may be appropriate; and

(e) Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act if the eligible Individual is receiving aid under title XVI of such act and if the applicant is designated by the Secretary to provide such services.

(8) Supportive and supervisory services in residential settings;

(9) Referrals for primary health services, job training, educational services, and relevant housing services; and

(10) 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:

(a) Minor renovation, expansion, and repair of housing;

(b) Planning of housing;

(c) Technical assistance in applying for housing assistance;

(d) Improving the coordination of housing services;

(e) Security deposits;

(f) Costs associated with matching eligible homeless Individuals with appropriate housing situations; and

(g) One-time rental payments to prevent eviction.

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 as well as maximizing service to the most vulnerable adults who are literally and chronically homeless. OHA also recognizes the special needs of military veterans.

b. <u>Performance Requirements</u>

Providers of MHS 39 – PATH (MHS 39) Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 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:

(1) 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

(2) Provide, at a minimum, the following:

(a) At least 85% of Individuals served must be PATH-eligible and not currently enrolled in community mental health services;

(b) Of the total Individuals who are PATH-enrolled, 75% must be transitioned into permanent housing;

(c) Of the total Individuals who are PATH-enrolled, 100% must be engaged in community mental health services;

(d) Active participation in the local Continuum of Care;

(e) Attendance at semi-annual PATH provider meetings;

(f) Attendance at PATH Technical Assistance trainings as requested by OHA;

(g) Development of an annual PATH intended use plan including a line item budget and budget narrative using forms and templates provided by OHA;

(h) Participation in annual PATH program site reviews conducted by OHA; and

(i) Participation in federal site reviews as needed or requested by OHA.

c. Reporting Requirements

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 Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII treatment providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

d. 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:

(1) Annual on-line report on the activities conducted and MHS 39 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.

(2) Quarterly written reports documenting PATH eligible expenditures and actual utilization and demographic data.

e. 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 "Part ABC" will contain an "A" for Part A award.

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

(1) 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 "Part ABC," 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 "Part ABC," shall not exceed the total funds awarded for MHS 39 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 39 Services provided under a particular line of the Financial Assistance Award with an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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

(b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 39 Services provided under that line of the Financial Assistance Award; and

(c) OHA is not obligated to provide financial assistance for any MHS 39 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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.

(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 39 Services and satisfaction of the minimum performance requirements, based on data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING SERVICES

EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," as amended from time to time, are subject to this Agreement.

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

Service ID Code: **MHS 26**

Specialized Service**:** **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**

Exhibit B-2 Code: **26A**

a. **Service Description** (exceeding Section 1, MHS 26)

Provide Early Assessment and Support Alliance (EASA) Services in a manner that is consistent with fidelity standards established by OHA.

Definitions:

(1) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase knowledge and reduce attitudinal barriers about schizophrenia-related conditions. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(2) **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.

(3) **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry, et all., 2010).

(4) **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(5) **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. The Psychosis Risk Syndrome may indicate the earliest form of a psychotic disorder or an at-risk mental state (McGlashan, Walsh, & Woods, 2010). Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. More data regarding the risk/benefits needs to be obtained (McGorry, et al., 2010).

b. **<u>Performance Requirements</u>** (exceeding Section 2, MHS 26)

(1) Provide services within the scope of ORS 430.630. In addition to any other requirements that may be established by rule of the Oregon Health Authority (OHA), each Community Mental Health Program (CMHP), subject to the availability of funds, shall provide or ensure the provision of the following services to persons with mental or emotional disturbances:

(a) Screening and evaluation to determine the Individuals' service needs;

(b) Crisis stabilization to meet the needs of Individuals with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for Individuals involved in involuntary commitment procedures;

(c) Vocational and social services that are appropriate for the Individuals' age, designed to improve the Individuals' vocational, social, educational and recreational functioning;

(d) Continuity of care to link the Individual to housing and appropriate and available health and social service needs;

(e) Psychiatric care in state and community hospitals, subject to the provisions of subsection (4), below;

(f) Residential services;

(g) Medication monitoring;

(h) Individual, family, and group counseling and therapy;

(i) Public education and information;

(j) Prevention of mental or emotional disturbances and promotion of mental health; and

(k) Consultation with other community agencies.

(2) Preventive mental health services for children and adolescents, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral, and cognitive disorders in children. As used in this paragraph:

(a) Early identification means detecting emotional disturbance in its initial developmental stage;

(b) Early intervention services for children at risk of later development of emotional disturbances means programs and activities for children and their families that promote conditions, opportunities, and experiences that encourage and develop emotional stability, self-sufficiency. and increased personal competence; and

(c) Primary prevention efforts means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

(3) Eligible Population: EASA Services are to be provided to targeted young adults ages 12 through 24 years of age 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 than 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.

(4) Clinical, Social, Residential Services Provided:

(a) Assess Individuals to determine if EASA Services and supports are appropriate;

(b) Provide services with the Individual's engagement and choice;

(c) Rapid access to psychiatric and counseling services;

(d) Education about causes, treatment, and management of psychosis;

(e) Coaching on rights regarding access to employment, school, housing, and additional resources;

(f) Family psycho-education and multi-family groups;

(g) Support for vocational education and independent living goals consistent with IPS framework;

(h) Access to local teams including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;

(i) Peer support, participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component; and

(j) Community-education.

(5) Who Can Provide These Services: Community Mental Health Staff, including the following:

(a) Licensed Medical Professionals (psychiatrists or psychiatric nurse practitioners);

(b) QMHP/Therapists;

(c) Clinical Case Managers;

(d) Supported Employment/Education Specialist;

(e) Occupational Therapists;

(f) Young Adult Peer Support Specialist;

(g) Family Support Specialist; and

(h) Skills Trainer.

(6) Additional Licensing or certification Requirements:

The assessment for EASA services and supports must be provided by Providers that meet fidelity standards, located at http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx. If County lacks qualified Providers to deliver EASA services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for individuals to access EASA services.

c. **Reporting Requirements** (exceeding Section 3, MHS 26)

None.

d. **Special Reporting Requirements** (exceeding Section 4, MHS 26)

(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.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Section 5, MHS 26)

None.

2. Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

Specialized Service**:** **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

a. **Service Description and Performance Requirements** (exceeding Exhibit B-1, MHS 28)

(1) Funds awarded for MHS 28 Services that are identified in Exhibit C, "Financial Assistance Award," as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(59)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:

(a) Rehabilitative services such as mental health assessment, diagnosis, and treatment plan development;

(b) Monitoring and management of psychotropic medications;

(c) Development of behavioral programs based on behavioral assessments;

(d) Establishment of a therapeutic milieu;

(e) Group and individual skills training; and

(f) Consultation to other Agencies/Providers serving Individuals receiving MHS 28 Services.

(2) Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:

(a) Comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time;

(b) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and

(c) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309--039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of residents, as identified in their service plans, on a 24-hour basis.

(3) 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.

b. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

c. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

3. Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

Specialized Service: **RELATIVE FOSTER CARE**

Exhibit B-2 Code: **34A**

a. **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 Individual, age 18 or older, by a relative caregiver in a private residence setting that promotes the Individual's safety and independence.

Relative Foster Care is distinguished from Adult Foster Care Services in that it is not a segregated or congregate setting, but an *integrated setting*. This was explained in a Department of Justice[2] publication, dated June 22, 2011, as follows:

> "In the years since the Supreme Court's decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities."
>
> "By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals' ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities."

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 34)

(1) 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:

(a) County's letter of support;

(b) 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

(c) The personal care plan and other information as requested by OHA for OHA's approval of the Relative Foster Care Provider.

(2) 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.

[2] https://www.ada.gov/olmstead/q&a_olmstead.htm

c. **Reporting Requirements** (exceeding Exhibit B-1, MHS 34)

(1) Providers of MHS 34A Services delivered with funds provided through this Agreement shall notify OHA when the Relative Foster Care Provider discontinues such services, to the Individual through this Agreement, which are subject to this Specialized Service requirement.

(2) Providers of MHS 34A Services shall provide OHA with an annual review of what treatments and services have been provided and continued appropriateness of the placement.

(3) Providers of MHS 34A Services delivered with funds provided through this Agreement shall provide a copy of all written agreements, as described above in the "Performance Requirements" section, to OHA within 45 calendar days upon request.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 34)

None.

4. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **GERO-SPECIALIST**

Exhibit B-2 Code: **35A**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirements (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with OAR 309-032-0301 through 309-032-0890 Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

(1) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;

(2) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;

(3) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;

(4) Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;

(5) Regular collaboration with APD, DHS's Aging and Disabilities Resource Connection, CMHPs, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;

(6) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;

(7) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and

(8) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

5. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **APD RESIDENTIAL**

Exhibit B-2 Code: **35B**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirements (MHS 35B) are residential services delivered directly or indirectly to Individuals with severe and persistent mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement.

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 meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall:

(1) 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;

(2) Provide OHA with an annual review of treatments and services provided and continued appropriateness of the placement; and

(3) Provide a copy of all written agreements, as described in the "Performance Requirements" section above, to OHA upon request.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING SERVICES

EXHIBIT C
FINANCIAL ASSISTANCE AWARD

MOD#: _____

CONTRACT#: _____ CONTRACTOR: _____

INPUT CHECKED BY: _____ DATE CHECKED: _____

COLUMN HEADERS:

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

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 153134 CONTRACTOR: MULTNOMAH COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAF CD	BAS E	CLIENT CODE	SP#
FISCAL YEAR: 2017-2018														
3	888	GALA03	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$38,500.00	$0.00	A		1	Y		1
					TOTAL FOR SE#	3	$38,500.00	$0.00						
60	424	IDPF	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$537,957.00	$0.00	A		1	Y		3
60	520	HOUS	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$275,100.00	$0.00	A		1	Y		2
					TOTAL FOR SE#	60	$813,057.00	$0.00						
61	421	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./CSD		$674,749.00	$0.00	A		1	Y		4
61	450	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	15808./CSD		$552,964.00	$0.00	A		1	Y		4
61	520	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./CSD		$669,248.00	$0.00	A		1	Y		4
					TOTAL FOR SE#	61	$1,896,961.00	$0.00						
62	450	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	9855./CSD		$407,779.00	$0.00	A		1	Y		5
62	908	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./CSD		$23,870.00	$0.00	A		1	Y		5
					TOTAL FOR SE#	62	$431,649.00	$0.00						
63	420	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$381,534.00	$0.00	A		1	Y		
63	520	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$154,399.50	$0.00	A		1	Y		
					TOTAL FOR SE#	63	$535,933.50	$0.00						
66	420	DETOX	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$138,529.50	$0.00	A		1	Y		7
66	421	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$70,170.50	$0.00	A		1	Y		6
66	421	DETOX	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$249,353.50	$0.00	A		1	Y		7
66	421	MIRACL	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$2,190.00	$0.00	A		1	Y		8
66	450	BASEAD	MULTNOMAH CO.	7/1/2017 -6/30/2018	0./NA	$0.00	$1,212,141.50	$0.00	A		1	Y		6

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 153134 CONTRACTOR: MULTNOMAH COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
66	450	MIRACL	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./NA	$0.00	$20,494.50	$0.00	A		1	Y		8
66	520	BASEAD	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./NA	$0.00	$1,147,633.00	$0.00	A		1	Y		6
66	520	DETOX	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./NA	$0.00	$908,732.50	$0.00	A		1	Y		7
66	520	MIRACL	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./NA	$0.00	$27,390.50	$0.00	A		1	Y		8
66	908	BASEAD	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./NA	$0.00	$54,264.50	$0.00	A		1	Y		6
66	908	MIRACL	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./NA	$0.00	$925.00	$0.00	A		1	Y		8
						TOTAL FOR SE#	66	$3,831,825.00	$0.00						
67	421	BASEAD	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./CSD	$24.00	$97,942.00	$0.00	A		1	Y		9
67	450	BASEAD	MULTNOMAH CO.	7/1/2017	-6/30/2018	52725./CSD	$24.00	$336,343.00	$0.00	A		1	Y		9
67	520	BASEAD	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./CSD	$24.00	$645,227.00	$0.00	A		1	Y		9
67	708	BASEAD	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./CSD	$24.00	$170,576.00	$0.00	A		1	Y		9
67	908	BASEAD	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./CSD	$24.00	$15,311.00	$0.00	A		1	Y		9
						TOTAL FOR SE#	67	$1,265,399.00	$0.00						
80	888	GAMBL	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./	$0.00	$71,750.00	$0.00	A		1	Y		
						TOTAL FOR SE#	80	$71,750.00	$0.00						
81	888	GAMBL	MULTNOMAH CO.	7/1/2017	-6/30/2018	0./NA	$0.00	$700,000.00	$0.00	A		1	Y		
						TOTAL FOR SE#	81	$700,000.00	$0.00						
						TOTAL FOR 2017-2018		$9,585,074.50	$0.00						

FISCAL YEAR: 2018-2019

3	888	GALA03	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$38,500.00	$0.00	A		1	Y		1

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 153134 CONTRACTOR: MULTNOMAH COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAF CD	BAS E	CLIENT CODE	SP#
						TOTAL FOR SE#	3	$38,500.00	$0.00						
60	424	IDPF	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$537,957.00	$0.00	A		1	Y		3
60	520	HOUS	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$275,100.00	$0.00	A		1	Y		2
						TOTAL FOR SE#	60	$813,057.00	$0.00						
61	421	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./CSD		$674,749.00	$0.00	A		1	Y		4
61	450	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	15808./CSD		$552,964.00	$0.00	A		1	Y		4
61	520	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./CSD		$669,248.00	$0.00	A		1	Y		4
						TOTAL FOR SE#	61	$1,896,961.00	$0.00						
62	450	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	9855./CSD		$407,779.00	$0.00	A		1	Y		5
62	908	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./CSD		$23,870.00	$0.00	A		1	Y		5
						TOTAL FOR SE#	62	$431,649.00	$0.00						
63	420	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$381,534.00	$0.00	A		1	Y		
63	520	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$154,399.50	$0.00	A		1	Y		
						TOTAL FOR SE#	63	$535,933.50	$0.00						
66	420	DETOX	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$138,529.50	$0.00	A		1	Y		7
66	421	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$70,170.50	$0.00	A		1	Y		6
66	421	DETOX	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$249,353.50	$0.00	A		1	Y		7
66	421	MIRACL	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$2,190.00	$0.00	A		1	Y		8
66	450	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$1,212,141.50	$0.00	A		1	Y		6
66	450	MIRACL	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$20,494.50	$0.00	A		1	Y		8
66	520	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$1,147,633.00	$0.00	A		1	Y		6
66	520	DETOX	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$908,732.50	$0.00	A		1	Y		7
66	520	MIRACL	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$27,390.50	$0.00	A		1	Y		8

MODIFICATION INPUT REVIEW REPORT

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SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAA CD	BAS E	CLIENT CODE	SP#
66	908	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$54,264.50	$0.00	A		1	Y		6
66	908	MIRACL	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$925.00	$0.00	A		1	Y		8
						TOTAL FOR SE#	66	$3,831,825.00	$0.00						
67	421	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./CSD	$24.00	$97,942.00	$0.00	A		1	Y		9
67	450	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	52725./CSD	$24.00	$336,343.00	$0.00	A		1	Y		9
67	520	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./CSD	$24.00	$645,227.00	$0.00	A		1	Y		9
67	708	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./CSD	$24.00	$170,576.00	$0.00	A		1	Y		9
67	908	BASEAD	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./CSD	$24.00	$15,311.00	$0.00	A		1	Y		9
						TOTAL FOR SE#	67	$1,265,399.00	$0.00						
80	888	GAMBL	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./	$0.00	$71,750.00	$0.00	A		1	Y		
						TOTAL FOR SE#	80	$71,750.00	$0.00						
81	888	GAMBL	MULTNOMAH CO.	7/1/2018	-6/30/2019	0./NA	$0.00	$700,000.00	$0.00	A		1	Y		
						TOTAL FOR SE#	81	$700,000.00	$0.00						
						TOTAL FOR 2018-2019		$9,585,074.50	$0.00						
						TOTAL FOR A0000	153134	$19,170,149.00	$0.00						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MULTNOMAH COUNTY Contract#: 153134
DATE: 03/28/2017 REF#: 000

REASON FOR FAAA (for information only):

This Financial Assistance Award is for Substance Use Disorders Services within the Governor's 2017-2019 Balanced Budget (GBB). Amounts reflect Continuing Service Levels as of January 9, 2017. Additional ongoing changes approved after that date will be reflected in a subsequent Financial Assistance Award Amendment referred to as "Adjustment to Base". Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2017-2019 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.

A0000 1 The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Addictions Services Program Area, specifically for Problem Gambling Services. If County terminates its obligation to include Problem Gambling Services under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County the financial assistance subject to this special condition.

A0000 2 The expenditure of financial assistance awarded for this special project must result in the delivery of at least 1200 total months of rental assistance to at least 85 unduplicated individuals in recovery from substance abuse; and in the delivery of housing coordination services to at least 120 unduplicated individuals in recovery from substance abuse. OHA will not provide financial assistance, under this Agreement, for Housing Assistance Services delivered, in an amount averaging more than $1242 per individual per month for both rental assistance and housing coordination services.

A0000 3 Under delivery of Services subject to this financial assistance may result in recovery of funds at a rate of $878 for each month both rental assistance and housing coordination Services are under delivered.

A0000 4 The rate for A&D 61 is $120 per CSD (Client Service Day), with total financial assistance not to exceed the total amount awarded on this line.

A0000 5 The rate for A&D 62 is $43.80 per CSD (Client Service Day), with total financial assistance not to exceed the total amount awarded on this line.

A0000 6 These funds must result in the delivery of A&D 66 Services to a minimum of 2,193 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after July 1, 2017. Up to 20% of 2,193 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at http://www.oregon.gov/oha/amh/Pages/reporting-reqs.aspx. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of $1,200 per individual.

A0000 7 These funds are for A&D 66 detox services.

A0000 8 These funds are for A&D 66 Services for the project at the Miracles Club.

A0000 9 The rate for A&D 61 is $24 per CSD (Client Service Day), with total financial assistance not to exceed the total amount awarded on this line.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 153134 CONTRACTOR: MULTNOMAH COUNTY

INPUT CHECKED BY: CA DATE CHECKED: 04/14/2017

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BAS E	CLIENT CODE	SP#
FISCAL YEAR: 2017-2018														
1	804	BASE	MHS01	SYSTEM MANAGEMENT AN 7/1/2017 -6/30/2018	0./NA	$0.00	$1,508,554.00		A		1	Y		7
1	804	BCIVLM	MHS01	SYS MGT CO-FAIRVIEW 7/1/2017 -6/30/2018	0./NA	$7,230.52	$86,766.24		A		1	Y		2
1	804	BCIVLM	MHS01	SYS MGT CO-CENTENNIA 7/1/2017 -6/30/2018	0./NA	$4,147.16	$49,765.92		A		1	Y		1
1	804	BCIVLM	MHS01	SYS MGT CO-TELE ACT 7/1/2017 -6/30/2018	0./NA	$0.00	$40,163.94		A		1	Y		6
1	804	BCIVLM	MHS01	SYS MGT CO-HOODVIEW 7/1/2017 -6/30/2018	0./NA	$2,954.57	$35,454.84		A		1	Y		3
1	804	MCHI14	MHS01	SYS MGT CO-ROCKWOOD 7/1/2017 -6/30/2018	0./NA	$7,581.83	$90,981.96		A		1	Y		4
1	804	MCHI14	MHS01	SYS MGT CO-STULTS HO 7/1/2017 -6/30/2018	0./NA	$5,808.06	$69,696.72		A		1	Y		5
					TOTAL FOR SE#	1	$1,881,383.62	$0.00						
20	804	BASE	MHNRMH	NON-RESIDENTIAL MENT 7/1/2017 -6/30/2018	0./NA	$0.00	$2,270,580.00		A		1	Y		10
20	804	BASE	PSRBR	PSRB RNTSUB-ROSEWOOD 7/1/2017 -6/30/2018	5./SLT	$179.62	$10,777.20		A		1	Y		17
20	804	BASE	PSRBR	PSRB RNTSUB-HALSEY S 7/1/2017 -6/30/2018	11./SLT	$505.78	$66,762.96		A		1	Y		13
20	804	BASE	PSRBSH	PSRB SH-ROSEWOOD 7/1/2017 -6/30/2018	5./SLT	$1,569.29	$94,157.40		A		1	Y		20
20	804	BASE	PSRBSH	PSRB SH-HALSEY STREE 7/1/2017 -6/30/2018	11./SLT	$805.31	$106,300.92		A		1	Y		18
20	804	BASE	RNTSUB	RNTSUB-WILLAMET TE 7/1/2017 -6/30/2018	9./SLT	$237.85	$25,687.80		A		1	Y		43

MODIFICATION INPUT REVIEW REPORT

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CONTRACT#: 153134 CONTRACTOR: MULTNOMAH COUNTY

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SE#	FUND	PROJ CODE	CPMS	PROVIDER	EFFECTIVE DATES		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
20	804	BASE	RNTSUB	RNTSUB-BOISE RTF	7/1/2017	-6/30/2018	10./SLT	$373.26	$44,791.20		A		1	Y		24
20	804	BASE	RNTSUB	RNTSUB-GLISAN STREET	7/1/2017	-6/30/2018	3./SLT	$389.86	$14,034.96		A		1	Y		31
20	804	BASE	RNTSUB	RNTSUB-HAZELWOOD RTH	7/1/2017	-6/30/2018	5./SLT	$294.83	$17,689.80		A		1	Y		32
20	804	BASE	RNTSUB	RNTSUB-CEC	7/1/2017	-6/30/2018	11./SLT	$1,474.75	$194,667.00		A		1	Y		25
20	804	BASE	RNTSUB	RNTSUB-GARFIELD RTF	7/1/2017	-6/30/2018	14./SLT	$347.00	$58,296.00		A		1	Y		30
20	804	BASE	RNTSUB	RNTSUB-MCCARTHY PLAC	7/1/2017	-6/30/2018	10./SLT	$453.14	$54,376.80		A		1	Y		35
20	804	BASE	RNTSUB	RNTSUB-NADINES PLACE	7/1/2017	-6/30/2018	6./SLT	$265.04	$19,082.88		A		1	Y		36
20	804	BASE	RNTSUB	RNTSUB-POWELL RTF	7/1/2017	-6/30/2018	15./SLT	$323.56	$58,240.80		A		1	Y		37
20	804	BASE	RNTSUB	RNTSUB-RITA MAY RTF	7/1/2017	-6/30/2018	7./SLT	$271.69	$22,821.96		A		1	Y		38
20	804	BASE	RNTSUB	RNTSUB-ANDREA PLACE	7/1/2017	-6/30/2018	15./SLT	$409.28	$73,670.40		A		1	Y		23
20	804	BASE	RNTSUB	RNTSUB-HORIZON RTH	7/1/2017	-6/30/2018	5./SLT	$294.83	$17,689.80		A		1	Y		34
20	804	BASE	RNTSUB	RNTSUB-COLUMBIA ROSE	7/1/2017	-6/30/2018	9./SLT	$237.85	$25,687.80		A		1	Y		27
20	804	BASE	SUPHOS	SH-ALBERTA PLAZA	7/1/2017	-6/30/2018	22./SLT	$918.91	$242,592.24		A		1	Y		44
20	804	BASE	SUPHOS	SH-PRESCOTT TERRACE	7/1/2017	-6/30/2018	9./SLT	$466.18	$50,347.44		A		1	Y		45
20	804	BASE	TX	TX-INSTAR	7/1/2017	-6/30/2018	5./SLT	$4,341.86	$260,511.60		A		1	Y		47
20	804	BCIVLM	RNTSUB	RNTSUB-SISTERS RTH	7/1/2017	-6/30/2018	5./SLT	$634.41	$38,064.60		A		1	Y		41
20	804	BCIVLM	RNTSUB	RNTSUB-8041 RECOVERY	7/1/2017	-6/30/2018	7./SLT	$789.67	$66,332.28		A		1	Y		22

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20	804	BCIVLM	RNTSUB	RNTSUB-ROCKWOOD RTH	7/1/2017	-6/30/2018	5./SLT	$478.33	$28,699.80		A		1	Y		39
20	804	BCIVLM	RNTSUB	RNTSUB-SH BROKERAGE	7/1/2017	-6/30/2018	15./SLT	$455.64	$82,015.20		A		1	Y		40
20	804	BCIVLM	RNTSUB	RNTSUB-HOODVIEW RTF	7/1/2017	-6/30/2018	10./SLT	$64.65	$7,758.00		A		1	Y		33
20	804	BCIVLM	RNTSUB	RNTSUB-CENTENNIAL	7/1/2017	-6/30/2018	2./SLT	$1,119.37	$26,864.88		A		1	Y		26
20	804	BCIVLM	RNTSUB	RNTSUB-FAIRVIEW FIRS	7/1/2017	-6/30/2018	4./SLT	$743.57	$35,691.36		A		1	Y		29
20	804	BCIVLM	RNTSUB	RNTSUB-COURT HOUSE	7/1/2017	-6/30/2018	5./SLT	$143.75	$8,625.00		A		1	Y		28
20	804	BCIVLM	SUPHOS	SUPP HSG COORDINATOR	7/1/2017	-6/30/2018	0./NA	$4,394.67	$52,736.04		A		1	Y		46
20	804	BCIVLM	SUPHOS	SH-SANDY APARTMENTS	7/1/2017	-6/30/2018	5./SLT	$2,666.92	$160,015.20		A		1	Y		21
20	804	BPSRBM	PSRBIC	INT CASE MGT-CODA	7/1/2017	-6/30/2018	5./SLT	$3,298.45	$197,907.00		A		1	Y		9
20	804	BPSRBM	PSRBIC	INT CASE MGT-CASCADI	7/1/2017	-6/30/2018	15./SLT	$2,329.99	$419,398.20		A		1	Y		8
20	804	BPSRBM	PSRBR	PSRB RNTSUB-23RD RTH	7/1/2017	-6/30/2018	5./SLT	$350.89	$21,053.40		A		1	Y		11
20	804	BPSRBM	PSRBR	PSRB RNTSUB-OVERTON	7/1/2017	-6/30/2018	5./SLT	$197.95	$11,877.00		A		1	Y		14
20	804	BPSRBM	PSRBR	PSRB RNTSUB-ROLFSONN	7/1/2017	-6/30/2018	4./SLT	$704.18	$33,800.64		A		1	Y		15
20	804	BPSRBM	PSRBR	PSRB RNTSUB-75TH RTH	7/1/2017	-6/30/2018	5./SLT	$415.23	$24,913.80		A		1	Y		12
20	804	BPSRBM	PSRBR	PSRB RNTSUB-ROLFSONS	7/1/2017	-6/30/2018	4./SLT	$704.18	$33,800.64		A		1	Y		16
20	804	BPSRBM	PSRBSH	PSRB SH-SANDY APARTM	7/1/2017	-6/30/2018	5./SLT	$1,338.98	$80,338.80		A		1	Y		21
20	804	BPSRBM	PSRBSH	PSRB SH-QUINTS	7/1/2017	-6/30/2018	5./SLT	$1,381.14	$82,868.40		A		1	Y		19

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20	804	MHCI14	RNTSUB	RNTSUB-STULTS HOUSE	7/1/2017	-6/30/2018	5./SLT	$816.01	$48,960.60		A		1	Y		42
							TOTAL FOR SE#	20	$5,190,487.80	$0.00						
24	804	BASE	ACUTE	ACUTE AND INTERMEDIA	7/1/2017	-6/30/2018	0./NA	$0.00	$2,967,953.00		A		1	Y		48
							TOTAL FOR SE#	24	$2,967,953.00	$0.00						
25	406	BASE	CRISIS	COMMUNITY CRISIS SER	7/1/2017	-6/30/2018	0./NA	$0.00	$1,162,212.00		A		1	Y		49
25	406	BASE	CRISIS	COMMUNITY CRISIS SER	7/1/2017	-6/30/2018	0./NA	$0.00	$1,395,827.00		A		1	Y		50
25	406	BASE	NICRSE	NI CRISIS SERVICES	7/1/2017	-6/30/2018	0./NA	$0.00	$500,000.00		A		1	Y		49
25	806	BASE	NICRSE	NI CRISIS SERVICES	7/1/2017	-6/30/2018	0./NA	$0.00	$155,120.01		A		1	Y		49
							TOTAL FOR SE#	25	$3,213,159.01	$0.00						
26	301	CMHS	EASA	EARLY ASSESSMENT AN	7/1/2017	-6/30/2018	0./NA	$0.00	$10,123.50		A	26A	1	Y		53
26	804	BASE	EASA	EARLY ASSESSMENT AN	7/1/2017	-6/30/2018	0./NA	$0.00	$486,174.37		A	26A	1	Y		52
26	804	BASE	EASA	EARLY ASSESSMENT AN	7/1/2017	-6/30/2018	0./NA	$0.00	$838,493.13		A	26A	1	Y		51
26	804	BASE	INVOIC	INVOICE SERVICES	7/1/2017	-6/30/2018	0./NA	$0.00	$34,500.00		C		1	Y		54
26	804	BCIVLM	RNTSUB	RNTSUB-FIREFLY RTH-Y	7/1/2017	-6/30/2018	5./SLT	$361.57	$21,694.20		A		1	Y		55

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							TOTAL FOR SE# 26		$1,390,985.20	$0.00						
27	804	BCIVLM	RH26AD	FIREFLY RTH-YAP	7/1/2017	-6/30/2018	5./SLT	$8,748.74	$524,924.40		A		1	Y		56
							TOTAL FOR SE# 27		$524,924.40	$0.00						
28	804	BASE	INVOIC	INVOICE SERVICES	7/1/2017	-6/30/2018	0./NA	$0.00	$300,000.00		C		1	Y		67
28	804	BASE	RF26J	PISGAH RTF	7/1/2017	-6/30/2018	1./SLT	$3,308.47	$39,701.64		A		1	Y	YAROHA-600206	68
28	804	BASE	RTF26B	POWELL-CAMERON	7/1/2017	-6/30/2018	15./SLT	$668.66	$120,358.80		A		1	Y		69
28	804	BASE	RTF26C	BOISE-CAMERON	7/1/2017	-6/30/2018	10./SLT	$2,118.82	$254,258.40		A		1	Y		60
28	804	BASE	RTF26D	GARFIELD-CAMERON	7/1/2017	-6/30/2018	14./SLT	$879.41	$147,740.88		A		1	Y		63
28	804	BASE	RTF26N	WALLULA RTF	7/1/2017	-6/30/2018	15./SLT	$714.40	$128,592.00		A		1	Y		74
28	804	BASE	RTF26R	HORIZON RTH	7/1/2017	-6/30/2018	5./SLT	$4,720.71	$283,242.60		A		1	Y		66
28	804	BASE	RTF26U	HAZELWOOD RTH	7/1/2017	-6/30/2018	5./SLT	$4,720.71	$283,242.60		A		1	Y		65
28	804	BCIVLM	RH26AC	CENTENNIAL RTH	7/1/2017	-6/30/2018	2./SLT	17,571.61	$421,718.64		A		1	Y		61
28	804	BCIVLM	RH26AF	ROCKWOOD RTH	7/1/2017	-6/30/2018	5./SLT	12,073.64	$724,418.40		A		1	Y		70
28	804	BCIVLM	RTF26X	8041 RECOVERY RTF	7/1/2017	-6/30/2018	7./SLT	$3,341.67	$280,700.28		A		1	Y		59
28	804	BCIVLM	RTH26Z	COURT HOUSE RTH	7/1/2017	-6/30/2018	5./SLT	$65.73	$3,943.80		A		1	Y		62
28	804	BPSRBM	RF26C	ROLFSON NORTH RTH	7/1/2017	-6/30/2018	4./SLT	$3,703.90	$177,787.20		A		1	Y		71
28	804	BPSRBM	RF26D	ROLFSON SOUTH RTH	7/1/2017	-6/30/2018	4./SLT	$3,703.90	$177,787.20		A		1	Y		72
28	804	BPSRBM	RTF26M	GLYNN TERRACE RTF	7/1/2017	-6/30/2018	15./SLT	$850.47	$153,084.60		A		1	Y		64
28	804	BPSRBM	RTF26V	75TH STREET RTH	7/1/2017	-6/30/2018	1./SLT	$3,983.17	$47,798.04		A		1	Y	ARRROY-761203	57
28	804	BPSRBM	RTF26V	75TH STREET RTH	7/1/2017	-6/30/2018	1./SLT	$3,983.17	$47,798.04		A		1	Y	RISICH-920316	58
28	804	MHCI14	RH26AG	STULTS HOUSE RTH	7/1/2017	-6/30/2018	5./SLT	$8,526.13	$511,567.80		A		1	Y		73

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 153134 CONTRACTOR: MULTNOMAH COUNTY

INPUT CHECKED BY: M DATE CHECKED: 04/19/2017

SE#	FUND	PROJ CODE	CPMS PROVIDER		EFFECTIVE DATES		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAR CD	BAS E	CLIENT CODE	SP#
							TOTAL FOR SE#	28	$4,103,740.92	$0.00						
30	804	BPSRBM	PSRB	PSRB DESIG CLIENT	7/1/2017	-6/30/2018	134./SLT	$465.27	$748,154.16		A		1	Y		77
30	804	BPSRBM	PSRBIS	PSRB INVOICE SERVICE	7/1/2017	-6/30/2018	0./NA	$0.00	$1,312,700.00		C		1	Y		76
30	804	JPSRBM	JPSRB	JPSRB DESIG CLIENT	7/1/2017	-6/30/2018	1./SLT	$465.27	$5,583.24		A		1	Y		75
30	804	JPSRBM	JPSRBI	JPSRB INVOICE SERVIC	7/1/2017	-6/30/2018	0./NA	$0.00	$5,400.00		C		1	Y		76
							TOTAL FOR SE#	30	$2,071,837.40	$0.00						
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2017	-6/30/2018	1./SLT	$1,031.03	$12,372.36		A	34A	1	Y	AMBWAY-591112	78
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2017	-6/30/2018	1./SLT	$753.80	$9,045.60		A	34A	1	Y	ILLESS-520703	79
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2017	-6/30/2018	1./SLT	$1,034.90	$12,418.80		A	34A	1	Y	INDASW-601010	80
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2017	-6/30/2018	1./SLT	$631.03	$7,572.36		A	34A	1	Y	INDIMA-620419	81
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2017	-6/30/2018	1./SLT	$1,068.54	$12,822.48		A	34A	1	Y	LEXHAR-531123	82
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2017	-6/30/2018	1./SLT	$1,037.43	$12,449.16		A	34A	1	Y	YLYEDI-671226	83
							TOTAL FOR SE#	34	$66,680.76	$0.00						
35	804	BASE	GERO	GERO SPECIALISTS	7/1/2017	-6/30/2018	0./NA	$0.00	$561,331.33		A	35A	1	Y		
35	804	BASE	SDSD	SDSD PROJECTS	7/1/2017	-6/30/2018	1./SLT	$973.12	$11,677.44		A	35B	1	Y	NYDARC-430913	

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							TOTAL FOR SE#	35	$573,008.77	$0.00						
37	301	CMHS	EDD	EMERGENCY DEPARTMENT	7/1/2017	-6/30/2018	0./NA	$0.00	$172,655.50		A		1	Y		87
37	406	BASE	NIEDD	NI EMERGENCY DEPARTM	7/1/2017	-6/30/2018	0./NA	$0.00	$68,125.00		A		1	Y		86
37	406	BASE	NIJAIL	NI JAIL DIVERSION	7/1/2017	-6/30/2018	0./NA	$0.00	$586,810.00		A		1	Y		89
37	804	BASE	AAP	AID & ASSIST PROJECT	7/1/2017	-6/30/2018	0./NA	$0.00	$747,516.22		A		1	Y		84
37	804	BASE	AAP	AID & ASSIST PROJECT	7/1/2017	-6/30/2018	0./NA	$0.00	$55,241.61		C		1	Y		84
37	804	BASE	JAIL	JAIL DIVERSION	7/1/2017	-6/30/2018	0./NA	$0.00	$198,911.29		A		1	Y		88
37	804	BASE	MHACT	ASSERTIVE COMMUNITY	7/1/2017	-6/30/2018	0./NA	$0.00	$321,437.00		A		1	Y		85
							TOTAL FOR SE#	37	$2,150,696.62	$0.00						
38	411	BASE	NISUEM	NI SUPPORTED EMPLOYM	7/1/2017	-6/30/2018	0./NA	$0.00	$551,575.30		A		1	Y		90
							TOTAL FOR SE#	38	$551,575.30	$0.00						
39	313	PATH	PATH	PATH GRANT	7/1/2017	-6/30/2018	0./NA	$0.00	$219,713.04		A		1	Y		91
							TOTAL FOR SE#	39	$219,713.04	$0.00						
							TOTAL FOR 2017-2018		$24,906,145.84	$0.00						

FISCAL YEAR: 2018-2019

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1	804	BASE	MHS01	SYSTEM MANAGEMENT AN	7/1/2018	-6/30/2019	0./NA	$0.00	$1,508,554.00		A		1	Y		7
1	804	BCIVLM	MHS01	SYS MGT CO-FAIRVIEW	7/1/2018	-6/30/2019	0./NA	$7,230.52	$86,766.24		A		1	Y		2
1	804	BCIVLM	MHS01	SYS MGT CO-CENTENNIA	7/1/2018	-6/30/2019	0./NA	$4,147.16	$49,765.92		A		1	Y		1
1	804	BCIVLM	MHS01	SYS MGT CO-TELE ACT	7/1/2018	-6/30/2019	0./NA	$0.00	$40,163.94		A		1	Y		6
1	804	BCIVLM	MHS01	SYS MGT CO-HOODVIEW	7/1/2018	-6/30/2019	0./NA	$2,954.57	$35,454.84		A		1	Y		3
1	804	MCHI14	MHS01	SYS MGT CO-ROCKWOOD	7/1/2018	-6/30/2019	0./NA	$7,581.83	$90,981.96		A		1	Y		4
1	804	MCHI14	MHS01	SYS MGT CO-STULTS HO	7/1/2018	-6/30/2019	0./NA	$5,808.06	$69,696.72		A		1	Y		5
							TOTAL FOR SE#	1	$1,881,383.62	$0.00						
20	804	BASE	MHNRMH	NON-RESIDENTIAL MENT	7/1/2018	-6/30/2019	0./NA	$0.00	$2,270,580.00		A		1	Y		10
20	804	BASE	PSRBR	PSRB RNTSUB-ROSEWOOD	7/1/2018	-6/30/2019	5./SLT	$179.62	$10,777.20		A		1	Y		17
20	804	BASE	PSRBR	PSRB RNTSUB-HALSEY S	7/1/2018	-6/30/2019	11./SLT	$505.78	$66,762.96		A		1	Y		13
20	804	BASE	PSRBSH	PSRB SH-ROSEWOOD	7/1/2018	-6/30/2019	5./SLT	$1,569.29	$94,157.40		A		1	Y		20
20	804	BASE	PSRBSH	PSRB SH-HALSEY STREE	7/1/2018	-6/30/2019	11./SLT	$805.31	$106,300.92		A		1	Y		18
20	804	BASE	RNTSUB	RNTSUB-WILLAMET TE	7/1/2018	-6/30/2019	9./SLT	$237.85	$25,687.80		A		1	Y		43
20	804	BASE	RNTSUB	RNTSUB-BOISE RTF	7/1/2018	-6/30/2019	10./SLT	$373.26	$44,791.20		A		1	Y		24
20	804	BASE	RNTSUB	RNTSUB-GLISAN STREET	7/1/2018	-6/30/2019	3./SLT	$389.86	$14,034.96		A		1	Y		31

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20	804	BASE	RNTSUB	RNTSUB-HAZELWOOD RTH	7/1/2018	-6/30/2019	5./SLT	$294.83	$17,689.80		A		1	Y		32
20	804	BASE	RNTSUB	RNTSUB-CEC	7/1/2018	-6/30/2019	11./SLT	$1,474.75	$194,667.00		A		1	Y		26
20	804	BASE	RNTSUB	RNTSUB-GARFIELD RTF	7/1/2018	-6/30/2019	14./SLT	$347.00	$58,296.00		A		1	Y		30
20	804	BASE	RNTSUB	RNTSUB-MCCARTHY PLAC	7/1/2018	-6/30/2019	10./SLT	$453.14	$54,376.80		A		1	Y		35
20	804	BASE	RNTSUB	RNTSUB-NADINES PLACE	7/1/2018	-6/30/2019	6./SLT	$265.04	$19,082.88		A		1	Y		36
20	804	BASE	RNTSUB	RNTSUB-POWELL RTF	7/1/2018	-6/30/2019	15./SLT	$323.56	$58,240.80		A		1	Y		37
20	804	BASE	RNTSUB	RNTSUB-RITA . MAY RTF	7/1/2018	-6/30/2019	7./SLT	$271.69	$22,821.96		A		1	Y		38
20	804	BASE	RNTSUB	RNTSUB-ANDREA PLACE	7/1/2018	-6/30/2019	15./SLT	$409.28	$73,670.40		A		1	Y		23
20	804	BASE	RNTSUB	RNTSUB-HORIZON RTH	7/1/2018	-6/30/2019	5./SLT	$294.83	$17,689.80		A		1	Y		34
20	804	BASE	RNTSUB	RNTSUB-COLUMBIA ROSE	7/1/2018	-6/30/2019	9./SLT	$237.85	$25,687.80		A		1	Y		27
20	804	BASE	SUPHOS	SH-ALBERTA PLAZA	7/1/2018	-6/30/2019	22./SLT	$918.91	$242,592.24		A		1	Y		44
20	804	BASE	SUPHOS	SH-PRESCOTT TERRACE	7/1/2018	-6/30/2019	9./SLT	$466.18	$50,347.44		A		1	Y		45
20	804	BASE	TX	TX-INSTAR	7/1/2018	-6/30/2019	5./SLT	$4,341.86	$260,511.60		A		1	Y		47
20	804	BCIVLM	RNTSUB	RNTSUB-SISTERS RTH	7/1/2018	-6/30/2019	5./SLT	$634.41	$38,064.60		A		1	Y		41
20	804	BCIVLM	RNTSUB	RNTSUB-8041 RECOVERY	7/1/2018	-6/30/2019	7./SLT	$789.67	$66,332.28		A		1	Y		22
20	804	BCIVLM	RNTSUB	RNTSUB-ROCKWOOD RTH	7/1/2018	-6/30/2019	5./SLT	$478.33	$28,699.80		A		1	Y		39
20	804	BCIVLM	RNTSUB	RNTSUB-SH BROKERAGE	7/1/2018	-6/30/2019	15./SLT	$455.64	$82,015.20		A		1	Y		40

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20	804	BCIVLM	RNTSUB	RNTSUB-HOODVIEW RTF	7/1/2018	-6/30/2019	10./SLT	$64.65	$7,758.00		A		1	Y		33
20	804	BCIVLM	RNTSUB	RNTSUB-CENTENNIAL	7/1/2018	-6/30/2019	2./SLT	$1,119.37	$26,864.88		A		1	Y		26
20	804	BCIVLM	RNTSUB	RNTSUB-FAIRVIEW FIRS	7/1/2018	-6/30/2019	4./SLT	$743.57	$35,691.36		A		1	Y		29
20	804	BCIVLM	RNTSUB	RNTSUB-COURT HOUSE	7/1/2018	-6/30/2019	5./SLT	$143.75	$8,625.00		A		1	Y		28
20	804	BCIVLM	SUPHOS	SUPP HSG COORDINATOR	7/1/2018	-6/30/2019	0./NA	$4,394.67	$52,736.04		A		1	Y		46
20	804	BCIVLM	SUPHOS	SH-SANDY APARTMENTS	7/1/2018	-6/30/2019	5./SLT	$2,666.92	$160,015.20		A		1	Y		21
20	804	BPSRBM	PSRBIC	INT CASE MGT-CODA	7/1/2018	-6/30/2019	5./SLT	$3,298.45	$197,907.00		A		1	Y		9
20	804	BPSRBM	PSRBIC	INT CASE MGT-CASCADI	7/1/2018	-6/30/2019	15./SLT	$2,329.99	$419,398.20		A		1	Y		8
20	804	BPSRBM	PSRBR	PSRB RNTSUB-23RD RTH	7/1/2018	-6/30/2019	5./SLT	$350.89	$21,053.40		A		1	Y		11
20	804	BPSRBM	PSRBR	PSRB RNTSUB-OVERTON	7/1/2018	-6/30/2019	5./SLT	$197.95	$11,877.00		A		1	Y		14
20	804	BPSRBM	PSRBR	PSRB RNTSUB-ROLFSONN	7/1/2018	-6/30/2019	4./SLT	$704.18	$33,800.64		A		1	Y		15
20	804	BPSRBM	PSRBR	PSRB RNTSUB-75TH RTH	7/1/2018	-6/30/2019	5./SLT	$415.23	$24,913.80		A		1	Y		12
20	804	BPSRBM	PSRBR	PSRB RNTSUB-ROLFSONS	7/1/2018	-6/30/2019	4./SLT	$704.18	$33,800.64		A		1	Y		16
20	804	BPSRBM	PSRBSH	PSRB SH-SANDY APARTM	7/1/2018	-6/30/2019	5./SLT	$1,338.98	$80,338.80		A		1	Y		21
20	804	BPSRBM	PSRBSH	PSRB SH-QUINTS	7/1/2018	-6/30/2019	5./SLT	$1,381.14	$82,868.40		A		1	Y		19
20	804	MHCI14	RNTSUB	RNTSUB-STULTS HOUSE	7/1/2018	-6/30/2019	5./SLT	$816.01	$48,960.60		A		1	Y		42

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							TOTAL FOR SE#	20	$5,190,487.80	$0.00						
24	804	BASE	ACUTE	ACUTE AND INTERMEDIA	7/1/2018	-6/30/2019	0./NA	$0.00	$2,967,953.00		A		1	Y		48
							TOTAL FOR SE#	24	$2,967,953.00	$0.00						
25	406	BASE	CRISIS	COMMUNITY CRISIS SER	7/1/2018	-6/30/2019	0./NA	$0.00	$1,162,212.00		A		1	Y		49
25	406	BASE	CRISIS	COMMUNITY CRISIS SER	7/1/2018	-6/30/2019	0./NA	$0.00	$1,395,827.00		A		1	Y		50
25	406	BASE	NICRSE	NI CRISIS SERVICES	7/1/2018	-6/30/2019	0./NA	$0.00	$500,000.00		A		1	Y		49
25	806	BASE	NICRSE	NI CRISIS SERVICES	7/1/2018	-6/30/2019	0./NA	$0.00	$155,120.01		A		1	Y		49
							TOTAL FOR SE#	25	$3,213,159.01	$0.00						
26	301	CMHS	EASA	EARLY ASSESSMENT AN	7/1/2018	-6/30/2019	0./NA	$0.00	$10,123.50		A	26A	1	Y		53
26	804	BASE	EASA	EARLY ASSESSMENT AN	7/1/2018	-6/30/2019	0./NA	$0.00	$486,174.37		A	26A	1	Y		52
26	804	BASE	EASA	EARLY. ASSESSMENT AN	7/1/2018	-6/30/2019	0./NA	$0.00	$838,493.13		A	26A	1	Y		51
26	804	BASE	INVOIC	INVOICE SERVICES	7/1/2018	-6/30/2019	0./NA	$0.00	$34,500.00		C		1	Y		54
26	804	BCIVLM	RNTSUB	RNTSUB-FIREFLY RTH-Y	7/1/2018	-6/30/2019	5./SLT	$361.57	$21,694.20		A		1	Y		55
							TOTAL FOR SE#	26	$1,390,985.20	$0.00						
27	804	BCIVLM	RH26AD	FIREFLY RTH-YAP	7/1/2018	-6/30/2019	5./SLT	$8,748.74	$524,924.40		A		1	Y		56

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							TOTAL FOR SE# 27		$524,924.40	$0.00						
28	804	BASE	INVOIC	INVOICE SERVICES	7/1/2018	-6/30/2019	0./NA	$0.00	$300,000.00		C		1	Y		67
28	804	BASE	RF26J	PISGAH RTF	7/1/2018	-6/30/2019	1./SLT	$3,308.47	$39,701.64		A		1	Y	YAROHA-600206	68
28	804	BASE	RTF26B	POWELL-CAMERON	7/1/2018	-6/30/2019	15./SLT	$668.66	$120,358.80		A		1	Y		69
28	804	BASE	RTF26C	BOISE-CAMERON	7/1/2018	-6/30/2019	10./SLT	$2,118.82	$254,258.40		A		1	Y		60
28	804	BASE	RTF26D	GARFIELD-CAMERON	7/1/2018	-6/30/2019	14./SLT	$879.41	$147,740.88		A		1	Y		63
28	804	BASE	RTF26N	WALLULA RTF	7/1/2018	-6/30/2019	15./SLT	$714.40	$128,592.00		A		1	Y		74
28	804	BASE	RTF26R	HORIZON RTH	7/1/2018	-6/30/2019	5./SLT	$4,720.71	$283,242.60		A		1	Y		66
28	804	BASE	RTF26U	HAZELWOOD RTH	7/1/2018	-6/30/2019	5./SLT	$4,720.71	$283,242.60		A		1	Y		65
28	804	BCIVLM	RH26AC	CENTENNIAL RTH	7/1/2018	-6/30/2019	2./SLT	17,571.61	$421,718.64		A		1	Y		61
28	804	BCIVLM	RH26AF	ROCKWOOD RTH	7/1/2018	-6/30/2019	5./SLT	12,073.64	$724,418.40		A		1	Y		70
28	804	BCIVLM	RTF26X	8041 RECOVERY RTF	7/1/2018	-6/30/2019	7./SLT	$3,341.67	$280,700.28		A		1	Y		59
28	804	BCIVLM	RTH26Z	COURT HOUSE RTH	7/1/2018	-6/30/2019	5./SLT	$65.73	$3,943.80		A		1	Y		62
28	804	BPSRBM	RF26C	ROLFSON NORTH RTH	7/1/2018	-6/30/2019	4./SLT	$3,703.90	$177,787.20		A		1	Y		71
28	804	BPSRBM	RF26D	ROLFSON SOUTH RTH	7/1/2018	-6/30/2019	4./SLT	$3,703.90	$177,787.20		A		1	Y		72
28	804	BPSRBM	RTF26M	GLYNN TERRACE RTF	7/1/2018	-6/30/2019	15./SLT	$850.47	$153,084.60		A		1	Y		64
28	804	BPSRBM	RTF26V	75TH STREET RTH	7/1/2018	-6/30/2019	1./SLT	$3,983.17	$47,798.04		A		1	Y	ARRROY-761203	57
28	804	BPSRBM	RTF26V	75TH STREET RTH	7/1/2018	-6/30/2019	1./SLT	$3,983.17	$47,798.04		A		1	Y	RISICH-920316	58
28	804	MHCI14	RH26AG	STULTS HOUSE RTH	7/1/2018	-6/30/2019	5./SLT	$8,526.13	$511,567.80		A		1	Y		73
							TOTAL FOR SE# 28		$4,103,740.92	$0.00						
30	804	BPSRBM	PSRB	PSRB DESIG CLIENT	7/1/2018	-6/30/2019	134./SLT	$465.27	$748,154.16		A		1	Y		77

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 153134 CONTRACTOR: MULTNOMAH COUNTY

INPUT CHECKED BY: CA DATE CHECKED: 04/14/2017

SE#	FUND	PROJ CODE	CPMS	PROVIDER	EFFECTIVE DATES		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BAS E	CLIENT CODE	SP#
30	804	BPSRBM	PSRBIS	PSRB INVOICE SERVICE	7/1/2018	-6/30/2019	0./NA	$0.00	$1,312,700.00		C		1	Y		76
30	804	JPSRBM	JPSRB	JPSRB DESIG CLIENT	7/1/2018	-6/30/2019	1./SLT	$465.27	$5,583.24		A		1	Y		75
30	804	JPSRBM	JPSRBI	JPSRB INVOICE SERVIC	7/1/2018	-6/30/2019	0./NA	$0.00	$5,400.00		C		1	Y		76
							TOTAL FOR SE#	30	$2,071,837.40	$0.00						
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2018	-6/30/2019	1./SLT	$1,031.03	$12,372.36		A	34A	1	Y	AMBWAY-591112	78
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2018	-6/30/2019	1./SLT	$753.80	$9,045.60		A	34A	1	Y	ILLESS-520703	79
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2018	-6/30/2019	1./SLT	$1,034.90	$12,418.80		A	34A	1	Y	INDASW-601010	80
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2018	-6/30/2019	1./SLT	$631.03	$7,572.36		A	34A	1	Y	INDIMA-620419	81
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2018	-6/30/2019	1./SLT	$1,068.54	$12,822.48		A	34A	1	Y	LEXHAR-531123	82
34	804	BASE	RFC	RELATIVE FOSTER CARE	7/1/2018	-6/30/2019	1./SLT	$1,037.43	$12,449.16		A	34A	1	Y	YLYEDI-671226	83
							TOTAL FOR SE#	34	$66,680.76	$0.00						
35	804	BASE	GERO	GERO SPECIALISTS	7/1/2018	-6/30/2019	0./NA	$0.00	$561,331.33		A	35A	1	Y		
35	804	BASE	SDSD	SDSD PROJECTS	7/1/2018	-6/30/2019	1./SLT	$973.12	$11,677.44		A	35B	1	Y	NYDARC-430913	
							TOTAL FOR SE#	35	$573,008.77	$0.00						
37	301	CMHS	EDD	EMERGENCY DEPARTMENT	7/1/2018	-6/30/2019	0./NA	$0.00	$172,655.50		A		1	Y		87

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 153134 CONTRACTOR: MULTNOMAH COUNTY

INPUT CHECKED BY: CA DATE CHECKED: 04/14/2017

SB#	FUND	PROJ CODE	CPMS	PROVIDER	EFFECTIVE DATES		SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BAS E	CLIENT CODE	SP#
37	406	BASE	NIEDD	NI EMERGENCY DEPARTM	7/1/2018	-6/30/2019	0./NA	$0.00	$68,125.00		A		1	Y		86
37	406	BASE	NIJAIL	NI JAIL DIVERSION	7/1/2018	-6/30/2019	0./NA	$0.00	$586,810.00		A		1	Y		89
37	804	BASE	AAP	AID & ASSIST PROJECT	7/1/2018	-6/30/2019	0./NA	$0.00	$747,516.22		A		1	Y		84
37	804	BASE	AAP	AID & ASSIST PROJECT	7/1/2018	-6/30/2019	0./NA	$0.00	$55,241.61		C		1	Y		84
37	804	BASE	JAIL	JAIL DIVERSION	7/1/2018	-6/30/2019	0./NA	$0.00	$198,911.29		A		1	Y		88
37	804	BASE	MHACT	ASSERTIVE COMMUNITY	7/1/2018	-6/30/2019	0./NA	$0.00	$321,437.00		A		1	Y		85
							TOTAL FOR SB#	37	$2,150,696.62	$0.00						
38	411	BASE	NISUEM	NI SUPPORTED EMPLOYM	7/1/2018	-6/30/2019	0./NA	$0.00	$551,575.30		A		1	Y		90
							TOTAL FOR SB#	38	$551,575.30	$0.00						
39	313	PATH	PATH	PATH GRANT	7/1/2018	-6/30/2019	0./NA	$0.00	$219,713.04		A		1	Y		91
							TOTAL FOR SB#	39	$219,713.04	$0.00						
							TOTAL FOR 2018-2019		$24,906,145.84	$0.00						
							TOTAL FOR M0000	153134	$49,812,291.68	$0.00						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MULTNOMAH COUNTY Contract#: 153134
DATE: 04/14/2017 REF#: 001

REASON FOR FAAA (for information only):

This Financial Assistance Award is for Mental Health Services within the Governor's 2017-2019 Balanced Budget (GBB). Amounts reflect Continuing Service Levels as of January 9, 2017. Additional ongoing changes approved after that date will be reflected in a subsequent Financial Assistance Award Amendment referred to as "Adjustment to Base". Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2017-2019 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 system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Centennial RTH.

M0000 2 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Fairview Firs SRTF.

M0000 3 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Hoodview RTF.

M0000 4 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Rockwood RTH.

M0000 5 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Stults House RTH.

M0000 6 A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Telecare ACT.

M0000 7 These funds are for MHS 1 from the Community Behavioral and Mental Health Services funds.

M0000 8 These funds are for Intensive Case Management Services at Cascadia.

M0000 9 These funds are for Intensive Case Management Services at CODA.

M0000 10 These funds are for MHS 20 from the Community Behavioral and Mental Health Services funds.

M0000 11 These funds are for Rent Subsidy at 23rd Street RTH.

M0000 12 These funds are for Rent Subsidy at 75th Street RTH.

M0000 13 These funds are for Rent Subsidy at Halsey Street Supported Housing.

M0000 14 These funds are for Rent Subsidy at Overton House RTH.

M0000 15 These funds are for Rent Subsidy at Rolfson House North RTH.

M0000 16 These funds are for Rent Subsidy at Rolfson House South RTH.

M0000 17 These funds are for Rent Subsidy at Rosewood Supported Housing.

M0000 18 These funds are for Supported Housing Services at Halsey Street.

M0000 19 These funds are for Supported Housing Services at Quints.

M0000 20 These funds are for Supported Housing Services at Rosewood.

M0000 21 These funds are for Supported Housing Services at Sandy Apartments.

M0000 22 These funds are for Rent Subsidy at 8041 Recovery RTF.

M0000 23 These funds are for Rent Subsidy at Andrea Place RTF.

M0000 24 These funds are for Rent Subsidy at Boise-Cameron RTF.

M0000 25 These funds are for Rent Subsidy at Cognitive Enrichment Center RTF.

M0000 26 These funds are for Rent Subsidy at Centennial RTH.

M0000 27 These funds are for Rent Subsidy at Columbia Rose RTF.

M0000 28 These funds are for Rent Subsidy at Court House RTH.

M0000 29 These funds are for Rent Subsidy at Fairview Firs SRTF.

M0000 30 These funds are for Rent Subsidy at Garfield-Cameron RTF.

M0000 31 These funds are for Rent Subsidy at Glisan Street RTF.

M0000 32 These funds are for Rent Subsidy at Hazelwood RTH.

M0000 33 These funds are for Rent Subsidy at Hoodview RTF.

M0000 34 These funds are for Rent Subsidy at Horizon RTH.

M0000 35 These funds are for Rent Subsidy at McCarthy Place RTF.

M0000 36 These funds are for Rent Subsidy at Nadines Place RTF.

M0000 37 These funds are for Rent Subsidy at Powell-Cameron RTF.

M0000 38 These funds are for Rent Subsidy at Rita May RTF.

M0000 39 These funds are for Rent Subsidy at Rockwood RTH.

M0000 40 These funds are for Supported Housing Brokerage Services.

M0000 41 These funds are for Rent Subsidy at Sisters RTH.

M0000 42 These funds are for Rent Subsidy at Stults House RTH.

M0000 43 These funds are for Rent Subsidy at Willamette Rose RTF.

M0000 44 These funds are for Supported Housing Services at Alberta Plaza.

M0000 45 These funds are for Supported Housing Services at Prescott Terrace.

M0000 46 These funds are for Supported Housing Coordinator Services.

M0000 47 These funds are for Treatment Services at Instar.

M0000 48 These funds are for MHS 24 for Acute Psychiatric Inpatient Services from the Community Behavioral and Mental Health Services funds.

M0000 49 These funds are for MHS 25.

M0000 50 These funds are for MHS 25 from the Community Behavioral and Mental Health Services funds.

M0000 51 These funds are for MHS 26A (EASA).

M0000 52 These funds are for MHS 26A for EASA Services from the Community Behavioral and Mental Health Services funds.

M0000 53 A) These funds may only be used in accordance with federal regulations related to Mental Health Block Grant (MHBG). B) These funds are for MHS 26A (EASA).

M0000 54 These funds are for MHS 26 for Invoice Services from 07/01/2017 to 06/30/2019 with Part C.

M0000 55 These funds are for Rent Subsidy at Firefly RTH-YAT.

M0000 56 A) MHS 27 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $8,748.74 per month per individual. B) These funds are for services at Firefly RTH-YAT.

M0000 57 These funds are for Service Payment Services for ARRROY-761203.

M0000 58 These funds are for Service Payment Services for RISICH-920316.

M0000 59 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $3,341.67 per month per individual. B) These funds are for services at 8041 Recovery RTF.

M0000 60 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $2,118.82 per month per individual. B) These funds are for services at Boise-Cameron RTF.

M0000 61 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $17,571.61 per month per individual. B) These funds are for services at Centennial RTH.

M0000 62 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $65.73 per month per individual. B) These funds are for services at Court House RTH.

M0000 63 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $879.41 per month per individual. B) These funds are for services at Garfield-Cameron RTF.

M0000 64 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $850.47 per month per individual. B) These funds are for services at Glynn Terrace RTF.

M0000 65 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $4,720.71 per month per individual. B) These funds are for services at Hazelwood RTH.

M0000 66 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $4,720.71 per month per individual. B) These funds are for services at Horizon RTH.

M0000 67 These funds are for MHS 28 for Invoice Services from 07/01/2017 to 06/30/2019 with Part C.

M0000 68 These funds are for Service Payment Services for YAROHA-600206.

M0000 69 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $668.66 per month per individual. B) These funds are for services at Powell-Cameron RTF.

M0000 70 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $12,073.64 per month per individual. B) These funds are for services at Rockwood RTH.

M0000 71 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $3,703.90 per month per individual. B) These funds are for services at Rolfson North RTH.

M0000 72 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $3,703.90 per month per individual. B) These funds are for services at Rolfson South RTH.

M0000 73 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $8,526.13 per month per individual. B) These funds are for services at Stults House RTH.

M0000 74 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of $714.40 per month per individual. B) These funds are for services at Wallula RTF.

M0000 75 MHS 30 Rate and Slot: For slots utilized during a particular month, OHA will provide financial assistance at the rate of $465.27 per month per slot for up to 1 slot.

M0000 76 These funds are for MHS 30 for Invoice Services from 07/01/2017 to 06/30/2019 with Part C.

M0000 77 MHS 30 Rate and Slot: For slots utilized during a particular month, OHA will provide financial assistance at the rate of $465.27 per month per slot for up to 134 slots.

M0000 78 These funds are for Relative Foster Care Services for AMBWAY-591112.

M0000 79 These funds are for Relative Foster Care Services for ILLESS-520703.

M0000 80 These funds are for Relative Foster Care Services for INDASW-601010.

M0000 81 These funds are for Relative Foster Care Services for INDIMA-620419.

M0000 82 These funds are for Relative Foster Care Services for LEXHAR-531123.

M0000 83 These funds are for Relative Foster Care Services for YLYEDI-671226.

M0000 84 These funds are awarded for the special project described in Exhibit MHS 37-Aid and Assist Client Services to MHS 37 Service Description.

M0000 85 These funds are awarded for the special project described in Exhibit MHS 37- Assertive Community Treatment Services to MHS 37 Service Description from the Community Behavioral and Mental Health Services funds.

M0000 86 These funds are awarded for the special project described in Exhibit MHS 37-Emergency Department Diversion to Community-based Services and Supports to MHS 37 Service Description.

M0000 87 A) These funds may only be used in accordance with federal regulations related to Mental Health Block Grant (MHBG). B) These funds are awarded for the special project described in Exhibit MHS 37-Emergency Department Diversion to Community-based Services and Supports to MHS 37 Service Description.

M0000 88 These funds are awarded for the special project described in Exhibit MHS 37-Jail Diversion to MHS 37 Service Description from the Community Behavioral and Mental Health Services funds.

M0000 89 These funds are awarded for the special project described in Exhibit MHS 37-Jail Diversion to MHS 37 Service Description.

M0000 90 These funds are for MHS 38.

M0000 91 A) These funds may only be used in accordance with federal regulations related to Projects For Assistance In Transition From Homelessness (PATH) grant. B) Providers of MHS 39 Services shall provide PATH services to a minimum of 130 PATH-Enrolled consumers per year. Outreach services will be provided to a minimum of zero (0) PATH-Eligible consumers per year.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

a. Heading. The heading of the Financial Assistance Award consists of the following information:

(1) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.

(2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).

(3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.

(4) **Input Checked** is for OHA's internal use only.

(5) **Date Checked** is for OHA's internal use only.

b. Financial and Service Information. Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit E, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:

(1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.

(2) **Column 2, Fund:** This column identifies the type of funding for this specific line of the Financial Assistance Award. The types of funds are as follows:

(a) 301 Mental Health Block Grant (MHBG) – Federal Funds

(b) 313 Projects for Assistance in Transition from Homelessness (PATH) – Federal Funds

(c) 406 Tobacco Tax New Investments – Other Funds

(d) 420 Beer and Wine Tax (20%) – Other Funds

(e) 421 Beer and Wine Tax (40%) Treatment – Other Funds

(f) 424 Intoxicated Driver Program Fund Outpatient – Other Funds

(g) 426 Criminal Finds Assessment Prevention – Other Funds

(h) 427 Marijuana Tax (20%) – Other Funds

(i) 450 Marijuana Tax (40%) – Other Funds

(j) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds

(k) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds

(l) 804 Mental Health – General Funds

(m) 806 Mental Health New Investments – General Funds

(n) 807 Alcohol and Drug Treatment – General Funds

(o) 888 Gambling Treatment – General Funds

(p) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match

(q) STD Standard Fund Splits – Uses multiple fund types by percentage.

(3) **Column 3, Proj Code:** This item is for OHA internal use only.

(4) **Column 4, CPMS:** This item is for OHA's internal use only.

(5) **Column 5, Provider:** This is either the Provider's name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.

(6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method "A" (as described in Section (11), "Column 11, Part ABC," below), these dates also specify the time period during which the approved Service funds will be disbursed to County.

(7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period, as specified on that line of the Financial Assistance Award. This column will be blank, followed by NA if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three character designations and have the following meanings:

(a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.

(b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.

(c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.

(8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds, as set forth on that line of the Financial Assistance Award.

(9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.

(10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses, incurred in initiating, expanding, or upgrading the specified Service, or for other special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit J of this Agreement and with startup procedures within the applicable Service Elements.

(11) **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:

(a) The letter 'A' indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, "Effective Dates."

(b) The letter 'B' indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.

(c) The letter 'C' indicates OHA will disburse the awarded funds in the manner specified in Column 16, "SP#."

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

(12) **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.

(13) **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.

(14) **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:

(a) The letter "Y" in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. . This will be contingent on the Services still being required, at that time and at that level, and upon OHA's funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.

(b) The letter "N" in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.

(c) The letter "M" in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are "maybe" going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium's Agreements. This code is typically used for Services paid by Federal Grants.

(15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.

(16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, 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 electronic Child and Adolescent Needs and Strengths (eCANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING SERVICES

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **County Expenditures on Substance Use Disorders Services.** In accordance with ORS 430.345 to 430.380 (the "Mental Health Alcoholism and Drug Services Account"), County shall maintain its 2017-2018 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2016-2017. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2018-2019 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2017-2018. 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 Substance Use Disorders.** Financial assistance awarded under this Agreement for Substance Use Disorders (as reflected in the Financial Assistance Award), may not be used to:

   a. Provide inpatient hospital services;

   b. Make cash payments to intended recipients of health services;

   c. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;

   d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or

   e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.

3. County shall maintain separate fund balances for the Mental Health, Substance Use Disorders 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.

5. **Trauma Informed Services** also referred to as **Trauma Informed Care (TIC)**. CMHP shall comply with OAR 309-019-0105(114) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care (TIC) Policy located at https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.

7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.

8. **Performance Standards and Quality Measures.** County shall comply with the following:

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

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

      (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

      (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

      (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

      (4) **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.

(5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

(6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

(7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to substance use disorder Services only.

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

(a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; mental health, problem gambling, and substance use disorder services.

(b) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

(c) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of Individuals with a goal of improved attendance. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

(d) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; mental health, problem gambling, and substance use disorder Services.

(e) **Average Daily Population (ADP) in State Hospital:** This measure is defined as staying at or below a target ADP of Individuals in the state hospital psychiatric recovery program for which the County is responsible... 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.

(f) **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 Individuals on the OSH ready to transition list who exceed the target length of stay, divided by the total number of Individuals placed on the OSH ready to transition list. This measure applies only to mental health services.

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING 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 Recovery of Financial Assistance section below.

b. Conditions Precedent to Disbursement. OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(1) No County default, as described in Section 6 of Exhibit F, "Standard Terms and Conditions," has occurred.

(2) County's representations and warranties, as set forth in Section 4 of Exhibit F, "Standard Terms and Conditions," are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

(1) Notice of Underexpenditure, Overexpenditure. If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) Recovery of Underexpenditure or Overexpenditure.

(a) County's Response. County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.

(b) Appeals Process. Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.

(c) Recovery from Future Payments. To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by

OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

(a) If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.

(b) **County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:

i. Make a payment to OHA in the full amount of the Misexpenditure as identified by OHA in the notice; or

ii. Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or

iii. Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

(c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:

i. **Appeal from OHA-Identified Misexpenditure**. If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, "Definitions," County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County's request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration.

ii. **Appeal from Federal-Identified Misexpenditure**.

A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A, "Definitions," and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal

funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also pay to OHA the interest, if any, charged by the federal government on such amount.

B. If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

C. If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

D. Notwithstanding County's Response section above, , if the Misexpenditure was expressly authorized by OHA rule or an OHA writing that applied when the expenditure was made but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

I. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.

II. For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Chief Health Systems Officer, or the Section Director.

OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.

III. The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the OHA writing.

IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.

V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.

VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement, law, or any other applicable authority.. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.

VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

(d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent

of County, shall OHA deduct from any one payment due County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties' rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

(a) County shall cooperate with OHA in the Agreement Settlement process.

(b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County's recovery of any money from any other entity.

(c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.

(e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

a. County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 80, A&D 81, A&D 82, and A&D 83, 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 Award Adjustments section, County shall promptly notify in writing of such use.

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

4. Amendments Proposed by OHA.

a. Amendments of Financial Assistance Award. County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.

b. Other Amendments. County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each 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 the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to the Provider Monitoring section below, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and those subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit H, "Required Provider Contract Provisions," in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

6. **Provider Monitoring.** County shall monitor each Provider's delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.

7. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of 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 by CMHP in connection with the Services and all Provider Contracts related to this Agreement. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the Client or CMHP, in the prevalent non-English language.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:

a. Client, Service and financial information as specified in the Service Description.

b. All additional information and reports that OHA reasonably requests.

9. **Operation of CMHP**. County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Exhibit F, Termination section; or (c) termination by the County, in accordance with Exhibit F, Termination section, of County's obligation to include in its CMHP a Program Area that includes that Service.

10. **OHA Reports.**

a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:

(1) Summary reports to County and County's Providers from MOTS data as reported to OHA under this Agreement; and

(2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.

b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.

11. **Technical Assistance**. During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.

12. **Payment of Certain Expenses**. If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (http://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

13. Effect of Amendments Reducing Financial Assistance. If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.

14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration. If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.

15. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

16. Purchase and Disposition of Equipment.

a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than $5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

(1) Network;

(2) Personal Computer;

(3) Printer/Plotter;

(4) Server;

(6) Storage device that will contain client information;

(7) Storage device that will not contain client information, when the acquisition cost is $100 or more; and

(8) 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 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Disbursement and Recovery of Financial Assistance above.

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING 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, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

3. Independent Contractors. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties.

a. County represents and warrants as follows:

(1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) **Due Authorization**. The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(3) **Binding Obligation**. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;

(5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and

(6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

(7) **Services**. To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

b. OHA represents and warrants as follows:

(1) **Organization and Authority**. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation**. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative**. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

c. County: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or

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

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

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

a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

a. County Termination. County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:

(1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 calendar days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

(3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

(4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:

(1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

(3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

(4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;

(5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.

c. OHA and County agree that this Agreement extends to September 1, 2019, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, "Financial Assistance Award") for Services performed, or not performed, by County during the 2017-19 biennium and prior to July 1, 2019. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after June 30, 2019.

9. Effect of Termination.

a. Entire Agreement.

(1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.

(2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

(1) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA's obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA's obligation to provide financial assistance for that Service.

(2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.

(3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Mental Health Services (MHS 01) and System Management and Coordination - Substance Use Disorders and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP;, and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.

(4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. **Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:

(1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and

(2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

d. **Survival.** Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit 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, "Provider Insurance Requirements," 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 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

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 calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Contact Name: _____

Title: _____

Street Address: _____

City, State Zip: _____

Telephone: _____ Facsimile: _____

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.

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING 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 calendar days of completion. If a sub recipient expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. **Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).

12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.

14. **Disclosure.**

a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider 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 Substance Use Disorders Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

(1) Pregnant women who inject drugs;

(2) Pregnant substance abusers;

(3) Other Individuals who inject drugs; and

(4) All others.

b. Women's or Parent's Services. If County provides A&D 61 and A&D 62 Services, County must:

(1) Treat the family as a unit and admit both women or parent and their children if appropriate.

(2) Provide or arrange for the following services to pregnant women and women with dependent children:

(a) Primary medical care, including referral for prenatal care;

(b) Pediatric care, including immunizations, for their children;

(c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and 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.

c. Pregnant Women. If County provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, County must:

(1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

(2) If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and

(3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

d. **Intravenous Drug Abusers.** If County provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, County must:

(1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;

(2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;

(3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:

(a) 14 calendar days after the request for admission to County is made;

(b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or

(c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.

e. **Infectious Diseases.** If County provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services County must:

(1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from County; and

(2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.

(3) For purposes of (2) above, "tuberculosis services" means:

(a) Counseling the Individual with respect to tuberculosis;

(b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and

(c) Appropriate treatment services.

f. **OHA Referrals.** If County provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Substance Use Disorders and Problem Gambling Service delivery to persons referred by OHA.

g. **Barriers to Treatment.** Where there is a barrier to delivery of any Substance Use Disorder and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:

(1) Providing, if needed, hearing impaired or foreign language interpreters.

(2) Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit E, "General Terms and Conditions," Section 7., "Alternative Formats and Translation of Written Materials, Interpreter Services").

(3) Providing devices that assist in minimizing the impact of the barrier.

(4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.

h. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.

i. **Oregon Residency.** Substance Use Disorders Services funded through this Agreement, except for A&D 60 Problem Gambling Client Finding Outreach Services, A&D 80, A&D 81, A&D 82 and A&D 83, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.

j. **Tobacco Use**. If County has Substance Use Disorders Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

k. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering a Substance Use Disorder 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 a Substance Use Disorder Service to that Individual.

16. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.

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) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87

18. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: http://www.oregon.gov/oha/amh/Pages/federal-reporting.aspx.

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FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS AND PROBLEM GAMBLING 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 Substance Use Disorders and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:

(1) Provide inpatient hospital services;

(2) Make cash payments to intended recipients of health services;

(3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;

(4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or

(5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.

d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link

to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access and Confidentiality.

a. Access to Records and Facilities. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.

b. Retention of Records. Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.

c. Expenditure Records. Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.

d. Client Records. Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:

(1) Client identification;

(2) Problem assessment;

(3) Treatment, training and/or care plan;

(4) Medical information when appropriate; and

(5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the "Who Reports in MOTS Policy," as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and

(4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

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; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G "Required Federal Terms and Conditions," to the certain 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.

8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.

10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I "Provider Insurance Requirements," of the certain 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.

11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("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.

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FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING 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 containing the following Services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 60-HOUSING, A&D 60-START UP, A&D 60-SPF-PFS, A&D 62, A&D 63, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 37-AID & ASSIST, MHS 37-CHOICE, MHS 37-JAIL DIVERSION, MHS 37-MH PROMOTION & PREVENTION, MHS 37-RENTAL ASSISTANCE, MHS 37-PARENT CHILD IINTERACTION THERAPY, MHS 37-PEER DELIVERED SERVICES, MHS 37-RESTORATIVE SERVICES, MHS 37-SCHOOL BASED, MHS 37-START UP, MHS 37-SUPPORTED EDUCATION, MHS 37-YOUNG ADULT HUB, MHS 39	$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 128	$2,000,000

3. Commercial General Liability: ☒ Required by OHA ☐ Not required by OHA.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 60-HOUSING, A&D 60-START UP, A&D 60-SPF-PFS, A&D 61, A&D 62, A&D 63, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 37-AID & ASSIST, MHS 37-CHOICE, MHS 37-JAIL DIVERSION, MHS 37-MH PROMOTION & PREVENTION, MHS 37-RENTAL ASSISTANCE, MHS 37-PARENT CHILD INTERACTION THERAPY, MHS 37-PEER DELIVERED SERVICES, MHS 37-RESTORATIVE SERVICES, MHS 37-SCHOOL BASED, MHS 37-START UP, MHS 37-SUPPORTED EDUCATION, MHS 37-YOUNG ADULT HUB, MHS 39, MHS 128	$1,000,000

4. **Automobile Liability:** ☒ **Required by OHA** ☐ **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 36, MHS 37-AID & ASSIST, MHS 37-CHOICE, MHS 37-JAIL DIVERSION, MHS 37-RENTAL ASSISTANCE, MHS 37-PARENT CHILD INTERACTION THERAPY, MHS 37-PEER DELIVERED SERVICES, MHS 37-RESTORATIVE SERVICES, MHS 37-SCHOOL BASED, MHS 37-START UP, MHS 37-SUPPORED EDUCATION, MHS 37-YOUNG ADULT HUB, MHS 39, MHS 128	$1,000,000
MHS 27, MHS 28, MHS 28A	$2,000,000

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **Notice of Cancellation or Change.** The Provider or its insurer must provide 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.

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EXHIBIT J
START-UP PROCEDURES

Substance Use Disorders and Problem Gambling Special Projects (A&D 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 $10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

1. Basis and Method of Payment

a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.

b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:

(1) When OHA Start-Up funds in the amount of $1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within five (5) calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97301

(2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. Special Written Approval Authorizations

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

a. WHEN LEASING:

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

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

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

b. OTHER:

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

3. Release of Payments

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. Start-Up Expenditure Documentation Maintained by County

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

a. The amount advanced;

b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and

c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

a. Bill County for subject funds;

b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or

c. Take other action needed to obtain payment.

7. Dedicated Use Requirement

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

8. Removal of Liens

The following steps describe the process for removal of liens:

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

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

ALLOWABLE START-UP EXPENDITURES

Mental Health, Substance Use Disorders, and Problem Gambling

1. **Policies**: Start-Up funds:

a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.

b. Must be expended only for items and services listed below.

c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.

d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

2. **Allowable Costs**

a. **Personnel Costs**: Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.

(1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;

(2) OPE costs; and

(3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).

b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.

(1) Lease/mortgage payments and deposits;

(2) Property taxes and maintenance fees not included in lease or mortgage payments;

(3) Utility costs, including hook-up fees;

(4) Equipment rental costs; and

(5) Initial insurance premiums (general liability and professional liability insurance).

c. **Program Staff Training**: Up to 2 weeks for program staff, or as otherwise approved by OHA:

(1) Training materials;

(2) Training fees;

(3) Trainer fees; and

(4) Travel costs (excluding out of state).

d. **Services and Supplies**:

(1) Program and office supplies; and

(2) Initial supplies of food, maintenance, and housekeeping items.

e. **<u>Capital Outlay:</u>**

(1) Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;

(2) Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;

(3) Office furnishings and equipment proportionate to size of residential program/staff being implemented;

(4) Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and

(5) Renovation of real property costing less than $10,000.

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING SERVICES

EXHIBIT K
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING

Multnomah County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Special Projects		N/A	
A&D 60	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 60	Problem Gambling Client Finding Outreach Services		N/A	
A&D 60	Start-Up to A&D 60 Service Description		N/A	
A&D 60	Housing Assistance	Subrecipient	SAPT	93.959
A&D 61	Adult Substance Use Disorder Residential Treatment Services	Subrecipient	SAPT	93.959
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use		N/A	
A&D 63	Peer Delivered Services	Subrecipient	SAPT	93.959
A&D 66	Community Behavioral and Substance Use Disorder Services	Subrecipient	SAPT	93.959
A&D 67	Substance Use Disorder Residential & Day Treatment Capacity	Subrecipient Vendor	SAPT TANF	93.959 93.558
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Treatment Enhancement		N/A	
MHS 20	Non-Residential Mental Health Services For Child, Youth and Adults		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition	Subrecipient	MHBG	93.958
MHS 26A	Non-Residential Mental Health Services For Youth & Young Adults in Transition	Subrecipient	MHBG	93.958
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In		N/A	

Multnomah County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction		N/A	
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 34A	Relative Foster Care		N/A	
MHS 35	Older/Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Assertive Community Treatment Services		N/A	
MHS 37	Aid and Assist Client Services		N/A	
MHS 37	Choice Model Services		N/A	
MHS 37	Emergency Department Diversion	Subrecipient	MHBG	93.958
MHS 37	Jail Diversion		N/A	
MHS 37	Mental Health Promotion and Prevention Services		N/A	
MHS 37	MHS Special Projects		N/A	
MHS 37	Peer Delivered Services (PDS)		N/A	
MHS 37	Parent Child Interaction Therapy Services (PCIT)		N/A	
MHS 37	Rental Assistance Program Services		N/A	
MHS 37	Restorative Services		N/A	
MHS 37	School-Based Mental Health Services		N/A	
MHS 37	Start-Up		N/A	

Multnomah County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 37	Tribal-Based Mental Health Services		N/A	
MHS 37	Young Adult Hub Programs (YAHP)		N/A	
MHS 37	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)	Subrecipient	PATH	93.150