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AGREEMENT # 141423

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

This 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **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 addictions and mental health programs operated or contracted for by one or more counties;

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

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

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

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

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

WHEREAS, within existing resources awarded under this Agreement, each CMHP/LMHA shall develop a plan to improve the integration of mental health, chemical dependency and physical/dental health care services with each Coordinated Care Organization (CCO) serving individuals in the CMHP/LMHAs county or counties. The plan shall be submitted as part of the Biennial Implementation Plan, required by ORS 430.630(9)(b), except for Central Oregon counties subject to the Regional Health Improvement Plan (RHIP) as identified in Oregon Laws 2011, SB204, Sections 13 -20. and be limited to providing a brief description of the approach, the basic goals and expected outcomes, and be attached hereto in Exhibit C.

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, 2013. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2015.
- 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	Biennial Implementation Plan or Regional Health Improvement Plan
Exhibit D-1	Financial Assistance Award
Exhibit D-2	OWITS Financial Assistance Award
Exhibit E	Special Terms and Conditions
Exhibit F	General Terms and Conditions
Exhibit G	Standard Terms and Conditions
Exhibit H	Required Federal Terms and Conditions
Exhibit I	Required Provider Contract Provisions
Exhibit J	Provider Insurance Requirements
Exhibit K	Startup Procedures
Exhibit L	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 H, (c) Exhibit A, (d) Exhibit D, (e) Exhibit E, (f) Exhibit B-1, (g) Exhibit B-2, (h) Exhibit C, (i) Exhibit G, ((j) Exhibit F,(k) Exhibit I, (l) Exhibit J, (m) Exhibit K. (n) Exhibit K, (o) Exhibit L.

**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.**

Multnomah County

By:

Authorized Signature

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Title

Date

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

**EXHIBIT A
DEFINITIONS**

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

1. **“Addiction Services”** means prevention, treatment, maintenance and recovery services for individuals diagnosed with substance use and problem gambling disorders or are at risk of developing those disorders.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Addictions and Mental Health” or “AMH”** means a division within the Oregon Health Authority that is responsible for substance abuse and problem gambling prevention and treatment services, children and adult mental health services, maintaining custody of persons committed to the state by courts for care and treatment of mental illness, and managing the state hospital system.
4. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County under this Agreement from the Financial Assistance Award 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 F, Section 1, Disbursement and Recovery of financial assistance.
5. **“Allowable Costs”** means the costs described in OMB Circular A-87 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 (FAA), or otherwise.
6. **“Amending Line”** has the meaning set forth in Exhibit D-1.
7. **“Authorizing Resolution”** has the meaning set forth in section 4 of Exhibit F.
8. **“Biennial Implementation Plan” or “BIP”** means a mechanism for the Community Mental Health Programs to articulate the service needs of their communities and plans to meet those needs as required by ORS 430.632.
9. **“Claim”** has the meaning set forth in section 1 of Exhibit G.

10. **“Client”** means, with respect to a particular Service, any individual who is receiving that Service, in whole or in part, with funds provided under this Agreement.
11. **“Client Process Monitoring System” or “CPMS”** means OHA’s information system that tracks and documents Service delivery or any successor system designated by OHA.
12. **“Community Mental Health Program” or “CMHP”** means a centrally organized and coordinated program of services for persons with mental and emotional disorders and addiction dependencies operated by, or contractually affiliated with a LMHA and operated in a specific geographic area of the State of Oregon.
13. **“Community Outcome Management and Performance Accountability Support System” or “COMPASS”** means the AMH project to implement a new contracts system, roll out an optional free Electronic health records system (OWITS), and enhance the collection of data through another new system (MOTS).
14. **“Coordinated Care Organizations” or “CCO”** means an entity that has been certified by the Oregon Health Authority to provide coordinated and integrated health services.
15. **“Corresponding Line”** has the meaning set forth in Exhibit D-1.
16. **“County”** has the meaning set forth in the first paragraph of this Agreement.
17. **“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.
18. **“DHS”** means the Department of Human Services of the State of Oregon.
19. **“Drug Court” or “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.
20. **“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.
21. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit D 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 the Exhibit B-1 Service Description for each respective Service.
22. **“Grant Appeals Board”** has the meaning set forth in section 1 of Exhibit F.
23. **“Local Mental Health Authority” or “LMHA”** means the county court or board of commissioners of one or more counties who choose to operate a CMHP.
24. **“Medicaid”** means Federal Funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program Funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
25. **“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.

26. **“Misexpenditure”** means money, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that:
- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - (b) Is identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
 - (c) Is identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
27. **“Measures and Outcomes Tracking System” or “MOTS”** means the AMH data system that stores data submitted by AMH contractors and subcontractors.
28. **“Overexpenditure”** means money disbursed by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement/payment reconciliation permitted or required by this Agreement, as in excess of the amount County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or Exhibit E.
29. **“Oregon Web Infrastructure for Treatment Services” or “OWITS”** means 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data and 2) a system to manage the AMH services and County Financial Assistance Agreements.
30. **“Program Area”** means any one of the following: Mental Health Services or Addiction Services.
31. **“Provider”** has the meaning set forth in section 5 of Exhibit F. 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.
32. **“Provider Contract”** has the meaning set forth in section 6 of Exhibit F.
33. **“Regional Health Improvement Plan” or “RHIP”** means a mechanism for Central Oregon counties subject to the Regional Health Improvement Plan (RHIP) as identified in Oregon Laws 2011, SB204, Sections 13 -20.
34. **“Service(s)”** means any one of the following services or group of related services as described in Exhibit B-1, whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D of this Agreement. Only Services whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D, as amended from time to time, are subject to this Agreement.

Service Name	Service Code
Local Administration – Mental Health Services	MHS 01
Local Administration – Addictions Services	A&D 03
A&D Special Projects	A&D 60
Adult Alcohol and Drug Residential Treatment	A&D 61
Housing Services for Dependent Children Whose Parents are in Alcohol and Drug Residential Treatment	A&D 62
Alcohol and Drug Residential Capacity Services	A&D 67
Problem Gambling Residential Services	A&D 82
Non-Residential Mental Health Services For Adults – General	MHS 20
Child and Adolescent Mental Health Services	MHS 22
Non-Residential Youth and Young Adults Mental Health Services In Transition (Designated)	MHS 26
Residential Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Treatment Services	MHS 28
Enhanced Care/Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older/Disabled Adult Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services	MHS 36
MHS Special Projects	MHS 37
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

35. **“Service Description”** means the description of a Service set forth in Exhibit B-1.
36. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2 whose costs are covered in whole or in part with Financial Assistance pursuant to Exhibit D of this Agreement. Only Services whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D, as amended from time to time, are subject to this Agreement.

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Intensive Treatment and Recovery Services	A&D 61A
Secure Residential Treatment Facility	MHS 28A
Relative Foster Care	MHS 34A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

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

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT B-1

SERVICE DESCRIPTIONS

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

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

Service ID Code: **MHS 01**

1. Service Description

Mental Health Local Administration (MHS 01) is the central management of a Mental Health Services system on behalf of an LMHA for which financial assistance is included in Exhibit D-1, “Financial Assistance Award” of this Agreement. As related to the Residential system, MHS 01 includes planning and resource development, coordination of a Mental Health Services system with state hospital services, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

2. Performance Requirements

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

3. Special Reporting Requirements

No special reporting requirements.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: The financial assistance awarded for MHS 01 is 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. Total OHA financial assistance for MHS 01 Services under a particular line of the Financial Assistance Award, Exhibit D-1 shall not exceed the total funds awarded for MHS 01 as specified on that line.
- b. Disbursement of Funds: Unless a different disbursement method is specified in Exhibit D-1, “Financial Assistance Award”, OHA will disburse the financial assistance awarded for MHS 01 Services identified in 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 MHS 01 Services on that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm County’s administration of a Mental Health Services system on behalf of a LMHA and reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of financial assistance awarded for MHS 01 Services under a particular line of the Financial Assistance Award 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 the Financial Assistance Award.

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

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

1. Service Description

Local Administration (A&D 03) is the central management of an Addictions Services system on behalf of a LMHA for which financial assistance is included in Exhibit D-1, “Financial Assistance Award”, of this Agreement. A&D 03 includes planning and resource development, coordination of service delivery for alcohol abuse, drug abuse and problem gambling, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

2. Performance Requirements

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

3. Special Reporting Requirements

No special reporting requirements.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance: The financial assistance awarded for A&D 03 is intended to be general financial assistance to County for local administration for Addiction Services. Accordingly, OHA will not track delivery of A&D 03 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for A&D 03 on administration of an Addictions Services system on behalf of a LMHA. Total OHA financial assistance for A&D 03 Services under a particular line of Exhibit D-1, “Financial Assistance Award” shall not exceed the total funds awarded for A&D 03 as specified on that line.
- b. Disbursement of Funds. Unless a different disbursement method is specified in Exhibit D-1, “Financial Assistance Award”, OHA will disburse the financial assistance awarded for A&D 03 Services identified in 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 on that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm County’s administration of an Addictions Services system on behalf of a 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 Addictions Services and the financial assistance awarded for those services under a particular line of Exhibit D-1, “Financial Assistance Award”.

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

Service ID Code: **MHS 20**

1. Service Description

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

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

- a. Supported Housing service payment;
- b. Rental Assistance;
- c. Non-Medically approved services required by PSRB (Part C); and
- d. Other services as needed for individuals at the sole discretion of AMH.

2. Performance Requirements

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

Providers of MHS 20 Services funded through this Agreement must:

- a. Comply with OAR 309-032-1500 through 309-032-1565, as such rules may be revised from time to time;
- b. Maintain a Certificate of Approval, for the delivery of clinical services, in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time; and
- c. Investigate and report allegations of abuse regarding served individuals and provide protective services to those individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0000 through 407-045-0980, as such statutes and rules may be revised from time to time.

3. Special Reporting Requirements

Providers of MHS 20 Services funded through this Agreement must:

- a. Submit information and data on abuse reports, investigations and protective services involving individuals to whom the Provider provides MHS 20 Services, as such information and data is reasonably requested by the Oregon Health Authority (OHA) in order to fully understand allegations and reports of abuse, the resulting investigations and protective services and any corrective actions.
- b. All individuals receiving MHS 20 Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:
 - (1) the Client Processing Monitoring System (CPMS as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time.
 - (2) the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement & Settlement Procedures

OHA provides financial assistance for MHS 20 Services in three different ways, through Part A, Part B ("Limitation"), and Part C Awards. The Award is set in Exhibit D-1, "Financial Assistance Award", on MHS 20 lines in column one (1) that contain an "A" for Part A or "B" for Part B or "C" for Part C Award.

The Part B award is not calculated, disbursed or settled under this Agreement, but is included for budgetary purposes. The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing the OHA for Medicaid mental health services outlined in the Chemical Dependency Medicaid Provider Manual. OHA calculates the rates and the claims are processed through the OHA's Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m>. OHA will provide notice to Contractor in a timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>

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

- a. Calculation of Financial Assistance: The Part A Award for MHS 20 Services is intended to be general financial assistance to County for MHS 20 Services. Accordingly, OHA will not track delivery of MHS 20 Services or service capacity on a per unit basis so long as County offers and delivers MHS 20 Services as part of its CMHP.
 - (1) Total OHA financial assistance for MHS 20 Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for MHS 20 Services as specified on that line.
 - (2) OHA is not obligated to provide financial assistance for any MHS 20 Services delivered to individuals that are not properly reported in accordance with section 3., "Special Reporting Requirements" above or as required by this Service Description or an applicable Specialized Service Requirement by the date sixty (60) days after the earlier of 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.
- b. Disbursement of financial assistance: Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the Part A Award for MHS 20 Services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments.
 - (2) 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 on that line of the Financial Assistance Award.
- c. The Part C Award financial assistance will be disbursed as follows:
 - (1) Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the Part C Award for MHS 20 Services identified in a particular line of the Financial Assistance Award to County per receipt and approval of written invoice, with attached copy of the bill or receipt for the item or service and a copy of the POC and CCO refusal of payment, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Part C Awards for PSRB non-medically approved services is for the time period as shown only and does not carry forward into following years funding.
- d. 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 data properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement. The settlement process will not apply to funds awarded for Rent Subsidy payments.

Service Name: **CHILD AND ADOLESCENT MENTAL HEALTH TREATMENT
FOSTER CARE SERVICES**

Service ID Code: **MHS 22**

1. Service Description

Funds awarded for MHS 22 Services that are identified in Exhibit D-1, “Financial Assistance Award”, as subject to Treatment Foster Care Services are reserved in Oregon Health Authority’s (OHA) budget for delivery of individual skills training services to Medicaid-eligible children residing in specialty foster homes approved by DHS’ Children, Adults and Family Division (CAF).

MHS 22 Services may be delivered, as appropriate, in clinic, home, school or other settings familiar and comfortable for the individual receiving such services.

2. Performance Requirements

Providers of MHS 22 Services funded through this Agreement must comply with applicable law including, but not limited to OAR 309-032-1540 (6), (7), (8), & (9) and OAR 309-016-0605 through 309-016-0650, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Providers of MHS 22 Services funded through this Agreement must be certified to provide Intensive Community-Based Treatment and Support Services (ICTS), or must refer children who meet criteria for ISA services to a provider certified as an ICTS provider under OAR 309-032-1540 (5).

3. Special Reporting Requirements

All individuals receiving services with funds provided under this Agreement must be enrolled and that client’s record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA’s CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Funds awarded for MHS 22 Services that are identified in Exhibit D-1, “Financial Assistance Award”, (the “MHS 22 Limitation”) are not calculated, disbursed or settled under this Agreement. The Limitation is set forth in the Financial Assistance Award on MHS 22 lines that contain a “B” in column one. The Limitation is included in this Agreement for budgetary purposes.

The provider of the Part B service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the claims are processed through OHA’ Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA’ Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m> OHA will provide notice to Contractor in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0000 through 309-016-0450 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>.

- b. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 22 Services by County as part of its CMHP, based on data properly reported in accordance with section 3., “Special Reporting Requirements” above.

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

Service ID Code: **MHS 26**

1. Service Description

Non-Residential Mental Health Services for Youth & Young Adults In Transition (Designated) (MHS 26) 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, specified in Exhibit D-1, "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 (Designated) include:

- a. Care coordination and residential case management services;
- b. Vocational and social services;
- c. Rehabilitation;
- d. Support to obtain and maintain housing;
- e. Abuse investigation and reporting;
- f. Medication and medication monitoring;
- g. Skills training;
- h. Mentoring;
- i. Peer support services;
- j. Emotional support;
- k. Occupational therapy;
- l. Recreation;
- m. Supported employment;
- n. Supported education;
- o. Secure transportation;
- p. Individual, family and group counseling and therapy;
- q. Rent Subsidy;
- r. Non-Medically approved services required by JPSRB (Part C); and
- s. Other services as needed for individuals at the sole discretion of AMH.

2. Performance Requirements

Services to individuals through 25 years of age under the jurisdiction of the JPSRB, or in the Young Adults in Transition (YAT) program, will be delivered with the least possible disruption to positive relationships, and will 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 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;
- 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 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 MHS 26 will be approved by OHA on a case by case basis.

3. Special Reporting Requirements

- a. County shall provide Oregon Health Authority (OHA) with a summary report of MHS 26 Services delivered with funds provided under this Agreement within 45 days after the end of each State fiscal year or within 40 days of termination, whichever occurs first.

Submit reports to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

- b. All individuals receiving services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- (1) the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- (2) the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

OHA provides financial assistance for MHS 26 Services in three different ways, through Part A, Part B ("Limitation"), and Part C Awards. The Award is set forth in Exhibit D-1, "Financial Assistance Award", on MHS 26 lines in column one (1) that contain an "A" for Part A or "B" for Part B or "C" for Part C Award.

The Part B award is not calculated, disbursed or settled under this Agreement, but is included for budgetary purposes. The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing the OHA for Medicaid mental health services outlined in the Medicaid Provider Manual. OHA calculates the rates and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at <http://egov.oregon.gov/OHA/mentalhealth/publications/codebooks/mh0109rates.pdf>. OHA will provide notice to Contractor in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with OHA's Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0000 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/OHA/mentalhealth/publications/codebooks/manual.pdf>.

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

- a. Calculation of Financial Assistance: The Part A Award for MHS 26 Services is intended to be general financial assistance to County or Contractor for MHS 26 Services. Accordingly, OHA will not track delivery of MHS 26 Services under a particular line of Exhibit D-1, "Financial Assistance Award", on a per unit basis so long as County or Contractor offers and delivers MHS 26 Services to the individual designated on that line of the Financial Assistance Award. Total OHA financial assistance for MHS 26 Services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 26 Services as specified on that line, subject to the following:

- (1) OHA is not obligated to provide financial assistance for any MHS 26 Services delivered to individuals who are not properly reported in accordance with section 3., “Special Reporting Requirements” above or as required by this Service Description or an applicable Specialized Service Requirement by the date sixty (60) days after the earlier of termination of this Agreement, termination of OHA’ 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.
 - (2) OHA will reduce the financial assistance for MHS 26 Services delivered under a particular line of Exhibit D-1, “Financial Assistance Award”, containing an “A” in the first column 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.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit D-1, “Financial Assistance Award”, OHA will disburse the Part A Award for MHS 26 Services identified in a particular line of the Financial Assistance Award to County or Contractor 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 or non-delivery of services identified in accordance with section 3., “Special Reporting Requirements” above or as required by this Service Description or an applicable Specialized Service Requirement;
 - (2) OHA may, upon written request of county, adjust monthly allotments; and
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 26 Services on that line of the Financial Assistance Award.
- c. The Part C Award financial assistance will be disbursed as follows:
- A. Unless a different disbursement method is specified in that line of Exhibit D-1, “Financial Assistance Award”, OHA will disburse the Part C Award for MHS 26 Services identified in a particular line of the Financial Assistance Award to County per receipt and approval of written invoice, with attached copy of the bill or receipt for the item or service and a copy of the POC and CCO refusal of payment, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Part C Awards for JPSRB non-medically approved services is for the time period as shown only and does not carry forward into following years funding.
- d. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 26 services by County as part of its CMHP based on the delivery of MH 26 services as properly reported in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement. The settlement process will not apply to funds awarded for an approved Rent Subsidy payment.

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

Service ID Code: **MHS 27**

1. Service Description

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 for individuals 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 and 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. Only those individuals who the OHA's Young Adult Service Delivery Team determines are unable to live independently without supervised intervention, training, or support.

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.

MHS 27 Services delivered in appropriately licensed and certified programs or facilities 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.

2. **Performance Requirements**

The 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 will be delivered with the least possible disruption to positive relationships, and will incorporate the following:

- a. The rapport between professional and individual will be given as much of an emphasis in service planning as other case management approaches;
- b. Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of services and supports across both adolescent and adult systems;
- c. Services will be engaging and relevant to Youth & Young Adults in Transition;
- d. Services will accommodate the critical role of peers and friends;
- e. The Individual Service and Support Plan will include a safety component to insure that identity development challenges and boundary issues are not cause for discontinuing service; and
- f. The Individual Service and Support Plan will include a specific section addressing services and supports unique to the developmental progress of Youth & Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention.

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

3. Special Reporting Requirements

County or Contractor must complete and deliver to Oregon Health Authority (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 and only if the MHS 27 Services for that individual are funded from the Residential Limitation (as defined below).

If County has authorized or anticipates authorizing delivery of MHS 27 Services to an individual with funds from the Residential Limitation (as defined below) 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 must submit a written Reserved Service Capacity Payment (RSCP) Request and Contract Amendment Request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP and Contract Amendment Request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce Funding, Part A, and Residential Limitation, Part B, and add funds necessary to make the approved payments to reserve the service capacity to the Part A Award. OHA shall have no obligation to make the payments unless and until the Financial Assistance Award has been so amended.

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, County must submit a written Reserved Service Capacity Payment (RSCP) Request and Contract Amendment Request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP and Contract Amendment Request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce Residential Limitation, Part B, and add funds necessary to make the approved payments to reserve the service capacity to the Part A Award. OHA shall have no obligation to make the payments unless and until the Financial Assistance Award has been so amended.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client’s record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA’s CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

OHA provides financial assistance for MHS 27 Services in two different ways. Certain funds (the “Part A Award”) are calculated, disbursed and settled as set forth in section 4.a.below. The Part A Award is set forth in Exhibit D-1, “Financial Assistance Award”, on MHS 27 lines that contain an “A” in column one. Other funds (the “Residential Limitation”) are not calculated, disbursed or settled under this Agreement. These funds are set forth in Exhibit D-1, “Financial Assistance Award”, on MHS 27 lines that contain a “B” in column one and are paid as described in section 4.b. below.

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

- (1) Calculation of Financial Assistance. OHA will provide financial assistance for MHS 27 Services identified in a particular line of the Financial Assistance Award, Exhibit D-1 with an “A” in column one from funds identified on 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, subject to the following:
 - (a) Total OHA payment for MHS 27 Services delivered under a particular line in Exhibit D-1, “Financial Assistance Award”, containing an “A” in column one shall not exceed the total funds awarded for MHS 27 Services as specified in that line of the Financial Assistance Award;
 - (b) OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement by the date sixty (60) days after the earlier of termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 27 Services, or termination of County’s or Contractor’s obligation to include the Program Area, in which MHS 27 Services fall, in its Community Mental Health Program (CMHP); and
 - (c) OHA will reduce the financial assistance for MHS 27 Services delivered under a particular line of Exhibit D-1, “Financial Assistance Award”, containing an “A” in column one by the amount received by a Provider of MHS 27 Services, as payment of a portion of the cost of the services, from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.
- (2) Disbursement of Financial Assistance. OHA will disburse funds awarded for MHS 27 Services identified in a particular line of Exhibit D-1, “Financial Assistance Award”, with an “A” in column one, to County or Contractor 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 in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement;
 - (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 MHS 27 Services on that line of the Financial Assistance Award.
- (3) Agreement Settlement. Agreement Settlement will 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 D-1, “Financial Assistance Award”, containing an “A” in column one and amounts due for such services provided by County based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County is determined by actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

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

b. Part B Limitation:

The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the claims are processed through OHA’s Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA’ Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. OHA sets procedures and rates for the Limitation. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m>

OHA will provide notice to County in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for

Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>

- c. Residential Limitation. The Residential Limitation Part B, is disbursed by OHA directly to service providers based on monthly rates authorized by County or Contractor after consultation with OHA, subject to the following:
- (1) All payment rates authorized by County under this section 4.b. for delivery of MHS 27 Services must meet the following requirements:
 - (a) The rates must be reasonable under the facts and circumstances in existence at the time each rate is set, including but not limited to the state of the market for MHS 27 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;
 - (b) County may (i) set different rates for delivery of MHS 27 Services to different individuals and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payment for MHS 27 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board;
 - (c) County must document its methodology for determining a particular rate and furnish such documentation to OHA. County or Contractor shall retain such documentation in accordance with section 10 of Exhibit E of this Agreement.
 - (2) County shall not authorize, in aggregate under this section 4.b., financial assistance for MHS 27 Services in excess of the Residential Limitation. Total aggregate financial assistance means the total of all financial assistance authorized before reducing payments to account for client resources received by the provider from a client, or another on behalf of the client, in support of client care and services provided;
 - (3) The monthly rate will be prorated for any month in which the individual is not served for a portion of the month;
 - (4) Financial assistance will be reduced (offset) by the amount of client resources received by the provider from the client or the client's health insurance in support of client care and services provided; and
 - (5) The Residential Limitation is included in this Agreement for budgetary purposes. If OHA anticipates that payments for MHS 27 Services authorized by County under this section 4.b. will exceed the amount of the Residential Limitation, OHA may unilaterally reduce the award of funds, as set forth in Exhibit D-1, "Financial Assistance Award", for any other MHS Service or Services to the extent of the general fund portion of the anticipated Residential Limitation shortfall. OHA and County or Contractor shall execute an appropriate amendment to the Financial Assistance Award to reflect the reduction of the Part A Award and the increase in the Residential Limitation.

Service Name: **RESIDENTIAL TREATMENT-SERVICES**

Service ID Code: **MHS 28**

1. Service Description

Residential Treatment Services (MHS 28) are:

- a. Services delivered on a 24-hour basis to individuals 18 years of age or older with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a danger to themselves or others or who otherwise require continuing care to remain in the community; and
- b. Services delivered to individuals who the County, in conjunction with the Oregon Health Authority (OHA) determines are unable to live independently without supervised intervention, training or support.

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

MHS 28 Services delivered in Residential Treatment Facilities (as defined in OAR 309-035-0100 through 309-035-0190) (RTF) or Residential Treatment Homes (as defined in OAR 309-035-0250 through 309-035-0460) (RTH), 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 with nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management and using community resources;
- e. Provision of care including assumption of a responsibility for the safety and well-being of the individual;

- f. Administration and supervision of prescribed and non-prescribed medication;
- g. Provision or arrangement of routine and emergency transportation;
- h. Management of aggressive or self-destructive behavior;
- i. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- j. Management of physical or health problems, including, but not limited to, seizures or incontinency.

Financial assistance is dependent upon an individual meeting defined criteria, established by the Oregon Health Authority (OHA) and posted on the OHA, Addictions and Mental Health (AMH) website. OHA and its designees have the authority to review Clinical records and have direct contact with individuals. The County and any Providers must notify individuals in writing within five state business days of a determination on admission, as defined by OHA policy, posted on the OHA AMH website located at: <http://www.oregon.gov/oha/amh/Pages/tools-providers.aspx>.

2. Performance Requirements

A provider of MHS 28 services shall give first priority in admission to referrals from individuals transitioning from the State Hospitals, and referrals of individuals on the State Hospital wait list.

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

3. Special Reporting Requirements

County must complete and deliver to OHA the form 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 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 the Residential Limitation (as defined below).

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 must submit a written Reserved Service Capacity Payment (RSCP) Request and Contract Amendment Request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP and Contract Amendment Request, OHA and County shall execute

an amendment to the Financial Assistance Award to reduce Residential Limitation, Part B, and add funds necessary to make the approved payments to reserve the service capacity to the Part A Award. OHA shall have no obligation to make the payments unless and until the Financial Assistance Award has been so amended.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

OHA provides financial assistance for MHS 28 Services in two different ways. Certain funds (the "Part A Award") are calculated, disbursed and settled as set forth in Section 4.a. below. The Part A Award is set forth in Exhibit D-1, "Financial Assistance Award", on MHS 28 lines that contain an "A" in column one. Other funds (the "Residential Limitation") are not calculated, disbursed or settled under this Agreement. These funds are set forth in Exhibit D-1, "Financial Assistance Award", on MHS 28 lines that contain a "B" in column one and are paid as described in Section 4.b. below.

Part B Limitation: The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. OHA sets procedures and rates for the Limitation. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m>.

OHA will provide notice to County in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>.

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

- (1) Calculation of Financial Assistance. OHA will provide financial assistance for MHS 28 Services identified in a particular line of Exhibit D-1, "Financial Assistance Award" with an "A" in column one from funds identified on 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, subject to the following:
 - (a) Total OHA payment for MHS 28 Services delivered under a particular line in the Financial Assistance Award containing an "A" in column one shall not exceed the total funds awarded for MHS 28 Services as specified in that line of the Financial Assistance Award;
 - (b) OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with section 2., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date 60 days after the earlier of termination or expiration of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 28 Services, or termination of County's obligation to include the Program Area, in which MHS 28 Services fall, in its Community Mental Health Program (CMHP); and
 - (c) OHA will reduce the financial assistance for MHS 28 Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one by the amount received by a Provider of MHS 28 services, as payment of a portion of the cost of the services from an individual receiving such services.
- (2) Disbursement of Financial Assistance. Unless a different disbursement method is specified in that line of Exhibit D-1 "Financial Assistance Award", OHA will disburse funds awarded for MHS 28 Services identified in a particular line of the Financial Assistance Award with an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments identified in accordance with section 3., "Special Reporting Requirements" above or applicable Special Terms and Conditions.
 - (b) OHA may, upon written request of County, adjust monthly allotments.

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

(3) Agreement Settlement. Agreement Settlement will 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 D-1, “Financial Assistance Award”, containing an “A” in column one and amounts due for such services provided by County based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County is determined by the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with section 3. “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

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

b. Residential Limitation. The Residential Limitation, Part B is disbursed by OHA directly to service providers based on monthly rates authorized by County after consultation with OHA, subject to the following:

- (1) All payment rates authorized by County under this Section IV (B) for delivery of MHS 28 Services must meet the following requirements:
 - (a) The rates must be reasonable under the facts and circumstances in existence at the time each rate is set, including but not limited to the state of the market for MHS 28 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services.
- (2) County shall not authorize, in aggregate under this Section IV (B), financial assistance for MHS 28 Services in excess of the Residential Limitation. Total aggregate financial assistance means the total of all financial assistance authorized before reducing payments to account for client resources received by the provider from a client, or another on behalf of the client, in support of client care and services provided;
- (3) The monthly rate will be prorated for any month in which the individual is not served for a portion of the month;
- (4) Financial assistance will be reduced (offset) by the amount of client resources received by the provider from the client or client’s health insurance in support of client care and services provided;

- (5) The Residential Limitation is included in this Agreement for budgetary purposes. If OHA anticipates that payments for MHS 28 Services authorized by County under this Section IV (B) will exceed the amount of the Residential Limitation, OHA may unilaterally reduce the award of funds, as set forth in the Financial Assistance award, for any other MHS Service or Services to the extent of the general fund portion of the anticipated Residential Limitation shortfall. OHA and County shall execute an appropriate amendment to the Financial Assistance Award to reflect the reduction of the Part A Award and the increase in the Residential Limitation; and
- (6) OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with section 3., “Specialized Reporting Requirements” above or as required in an applicable Specialized Service Requirement by the date 60 days after the earlier of termination or expiration of this Agreement, termination of OHA’ obligation to provide financial assistance for MHS 28 Services or termination of County’s obligation to include the Program Area, in which MHS 28 Services fall, in its CMHP.

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

Service ID Code: **MHS 31**

1. Service Description

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

- a. Severe and persistent mental illness or behavioral disorders;
- b. Reside in a nursing facility, residential care facility, assisted living facility or foster home operated by a Provider licensed by the Department of Human Services (DHS) Aging and People with Disabilities Division (APD); and
- c. Exhibit symptoms and related behaviors requiring a high level of service including, but not limited to:
 - (1) History of self-endangering behaviors with a likelihood of continued self-endangering behaviors without 24-hour supervision;
 - (2) Aggressive behavior that could not be managed in a lesser level of care;
 - (3) Intrusive or sexually inappropriate behavior;
 - (4) Inability to set and maintain appropriate personal boundaries requiring a high level of management and supervision;
 - (5) Intractable psychiatric symptoms requiring intensive management, problematic medication needs and ongoing potential adjustments of multiple medications requiring 24-hour supervision;
 - (6) Documented history of failed community placements; and
 - (7) Length of stay at a psychiatric hospital and been denied placement in a lesser level of care.

Requirements for MHS 31 also include:

- (1) Evaluation: All individuals shall be evaluated by the provider and local APD licensed facility staff prior to placement; and
- (2) Transition/Discharge: CMHP or its designee shall notify Enhanced Care Services (ECS) Coordinator prior to transition from ECS. The CMHP or

its designee shall notify the ECS Coordinator within three working days of any change in an individual's medical or psychiatric condition which jeopardizes the placement.

2. Performance Requirements

Providers of MHS 31 Services funded through this Agreement must comply with OAR 309-032-1540 (3), as such rules may be revised from time to time.

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

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 the APD Division to provide services to designated individuals and that is licensed by DHS', APD Division.

If County wishes to use MHS 31 funds made available under this Agreement for delivery of MHS 31 Services to otherwise eligible individuals not residing in an APD facility, County must receive a variance from the Oregon Health Authority (OHA) in accordance with OAR 309-032-1565, as such rules may be revised from time to time.

3. Special Reporting Requirements

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

- a. Monthly Enhanced Care Services Census Report;
- b. Enhanced Care Services Referral Outcome Form;
- c. ECS Data Base Part I;
- d. ECS Data Base Part II; and
- e. Enhanced Care Staffing Requirement Report Form.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at:

<http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>,
and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

OHA provides financial assistance for MHS 31 Services in two different ways, through Part A and part B (“Limitation”) Awards. The Award is set in Exhibit D-1., “Financial Assistance Award”, on MHS 31 lines in column one that contain an “A” for Part A or “B” for Part B Award.

The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the Part B Limitation and the claims are processed through OHA’s Medicaid Management Information System (MMIS). OHA’s Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m>.

OHA will provide notice to County in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>.

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

- a. Calculation of Financial Assistance: The Part A Award for MHS 31 Services is intended to be general financial assistance to County for MHS 31 Services. Accordingly, OHA will not track delivery of MHS 31 Services on a per unit basis so long as County offers and delivers MHS 31 Services as part of its CMHP. Total OHA financial assistance for MHS 31 Services under a particular line of Exhibit D-1, “Financial Assistance Award”, shall not exceed the total funds awarded for MHS 31 Services as specified on that line.
- b. Disbursement of financial assistance: OHA will disburse the Part A Award for MHS 31 Services identified in a particular line of Exhibit D-1., “Financial Assistance Award”, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments.

- (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes for MHS 31 Services on 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 data properly reported in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

1. Service Description

Adult Foster Care Services (MHS 34) are services delivered to individuals with chronic or severe mental illness who have been hospitalized or are at immediate risk of hospitalization, are in need of continuing services to avoid hospitalization, or who pose a danger to the health and safety of themselves or others, and who are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer individuals receiving MHS 34 Services. MHS 34 Services are delivered, in part, either by relatives, as defined in OAR 309-040-0305(57), referred to herein as Relative Foster Care, or by non relatives, referred to herein as Non-Relative Foster Care. The purpose of MHS 34 Services is to maintain the individual at his or her maximum level of functioning or to improve the individual's skills to the extent that he or she may live more independently.

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

- a. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- b. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- c. Management of personal money and expenses;
- d. Supervision of daily living activities and life skills such as training with nutritional wellness, personal hygiene, clothing care and grooming, communication, social skills, health care, household management and using community resources;
- e. Provision of care including assuming the responsibility for the safety and well-being of the individual;
- f. Administration and supervision of prescribed and non-prescribed medication;
- g. Provision or arrangement of routine and emergency transportation;
- h. Management of aggressive or self-destructive behavior;
- i. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- j. Management of physical or health problems, including seizures or incontinence.

2. **Performance Standards**

Providers of Non-Relative Foster Care MHS 34 Services funded by the Oregon Health Authority (OHA) must comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.

Prior to commencement of both Relative and Non-Relative Foster Care MHS 34 Services funded by OHA for an individual, County or its designee must develop and submit to OHA for review and approval a personal care plan for the individual. After commencement of MHS 34 Services, the County must insure that the Provider of MHS 34 Services delivers the Services to the individual in accordance with the personal care plan. County must complete a new personal care plan annually for each individual receiving MHS 34 services funded by OHA and review the plan at least every 180 days or as needed and revise the plan as necessary.

County must assist OHA in licensing and certifying homes providing Non-Relative Foster Care MHS 34 Services funded by OHA by performing the following tasks within timelines required in the above-referenced administrative rules:

- a. For new licenses and certifications, inspection of the homes, and completion and submission to OHA of the following forms, as prescribed by OHA: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (c) any other information necessary for licensing or certifying the residences;
- b. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
- c. Assistance to currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
 - (1) Maintaining and distributing copies of OHA' "Basic Training Course and Self-Study Manual" and associated video tapes;
 - (2) 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 the County and as required above.

3. **Special Reporting Requirements**

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

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

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

OHA provides financial assistance for MHS 34 Services in two different ways. Certain funds (the "Part A Award") are calculated, disbursed and settled as set forth in Section 4.a. below. The Part A Award is set forth in Exhibit D-1, "Financial Assistance Award", on MHS 34 lines that contain an "A" in column one. Other funds (the "Residential Limitation") are not calculated, disbursed or settled under this Agreement. These funds are set forth in the Financial Assistance Award on MHS 34 lines that contain a "B" in column one and are paid as described in Section 4.b. below.

- a. The Part A Award 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 D-1, "Financial Assistance Award", with an "A" in column one from funds identified on 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, subject to the following:
 - (a) Total OHA payment for MHS 34 Services delivered under a particular line in the Financial Assistance Award containing an "A" in column one shall not exceed the total funds awarded for MHS 34 Services as specified in that line of the Financial Assistance Award;
 - (b) OHA is not obligated to provide financial assistance for any MHS 34 Services that are not properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date sixty (60) days after the earlier of termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 34 Services, or termination of County's obligation to include

the Program Area, in which MHS 34 Services fall, in its Community Mental Health Program (CMHP); and

- (c) OHA will reduce the financial assistance for MHS 34 Services delivered under a particular line of the Financial Assistance Award containing an “A” in column one by the amount received, by a Provider of MHS 34 Services as payment of a portion of the cost of the services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.
 - (2) Disbursement of Financial Assistance. OHA will disburse the Part A funds awarded for MHS 34 Services identified in a particular line of the Financial Assistance Award, Exhibit D-1 with an “A” in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (a) OHA may after notice to County, reduce the monthly allotments based on under delivery of services identified in accordance with section 3., “Special Reporting Requirements” above;
 - (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 MHS 34 Services on that line of the Financial Assistance Award.
 - (3) Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 34 Services under a particular line of Exhibit D-1, “the “Financial Assistance Award”, containing an “A” in column one and amounts due for such services provided by County based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County is determined by the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with section 3., “Special Reporting Requirements” or as required in an applicable Specialized Service Requirement.
- b. Part B Limitation. The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the claims are processed through OHA’s Medicaid Management Information System (MMIS). OHA calculates the Part B limitation and OHA’s Division of Medical Assistance Programs (DMAP) disburses the payment directly to service

providers on a fee-for-service basis. Rates are available on the OHA website at <http://www.oregon.gov/oha/amh/pages/tools-providers.aspx#m> . OHA will provide notice to County in a timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and the OHA AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at <http://www.oregon.gov/oha/amh/publications/other/provider2009manual.pdf>.

- c. County shall not authorize, in aggregate, financial assistance for MHS 34 Services funded by OHA during the period specified in the Financial Assistance Award, in excess of the Adult Foster Care Limitation. Total aggregate financial assistances means the total of all financial assistance authorized before reducing payments to account for client resources received by the Provider from a client, or another on behalf of the client, in support of client care and services provided.
- d. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.
- e. Financial Assistance will be reduced (offset) by the amount of client resources received by the Provider from the client in support of client care and services provided.
- f. The Adult Foster Care Limitation is included in this Agreement for budgetary purposes. If OHA anticipates that financial assistance for MHS 34 Services authorized by County will exceed the amount of the Adult Foster Care Limitation, OHA may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other MHS Service or Services to the extent necessary to offset OHA's general fund cost of the payments authorized by County in excess of the Adult Foster Care Limitation. OHA and County shall execute an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other MHS Service or Services and the increase in the Adult Foster Care Limitation.
- g. OHA is not obligated to pay for any MHS 34 Services that are not properly reported through in accordance with section 3.. "Special Reporting Requirements" above or as required in an applicable Special Service Requirements by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

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

Service ID Code: **MHS 35**

1. Service Description

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

- a. If Specialized Service Requirement 35A applies, specialized geriatric mental health services delivered to older/disabled adults with mental health illness, as such services are further described in the 35A Specialized Service Requirement; or
- b. If Specialized Service Requirement 35B applies, residential services delivered to older/disabled individuals with severe and persistent mental health illness, as such services are further described in the 35B Specialized Service Requirement.

2. Performance Requirements

Funds awarded for MHS 35 Services on lines in Exhibit D-1, “Financial Assistance Award”, specifying that Specialized Service Requirement 35A applies may only be expended on MHS 35 Services described in paragraph a. below and funds awarded for MHS 35 Services on lines in Exhibit D-1, “Financial Assistance Award”, specifying that Specialized Service Requirement 35B applies may only be expended on MHS 35 Services described in paragraph b. below:

- a. If Specialized Service Requirement 35A applies, the funds awarded for MHS 35 Services may only be expended on community based care services for older/disabled adults with mental health illness who are determined eligible for residential services from DHS’ Aging and People with Disabilities (APD) Division. Such services include, but are not limited to, medication management, quarterly interagency staffing and follow-up services after treatment in local or state inpatient psychiatric hospitals, or indirect services, including but not limited to, screening, referral, and consultation and training to agencies and caregivers who provide services that may affect older/disabled adults with mental health illness; or
- b. If Specialized Service Requirement 35B applies, the funds awarded for MHS 35 Services may only be expended on residential services for older/disabled adults with severe and persistent mental health illness who are determined not eligible for, yet require, residential services from DHS’ APD Division and who meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by the APD Division and has contracted with the APD Division to deliver residential services to specified individuals.

If indirect services, as described in Section 2.a. above, are delivered with MHS 35 funds provided under this Agreement, those services must be available to relevant agencies and

caregivers in the geographic area served by the CMHP operated by or contracted for by County and must be coordinated with protective services provided by DHS' APD Division and County's mental health crisis/commitment service.

All MHS 35 Services delivered with funds provided under this Agreement that are subject to Specialized Service Requirement 35A must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-016-0605(37)) (QMHP) and in compliance with OAR 309-032-1500 through 309-032-1565, Standards for Adult Mental Health Services, as such rules may be revised from time to time. The QMHP delivering such services must have a background with the older/disabled adult population or be participating in relevant training programs to acquire such knowledge.

3. Special Reporting Requirements

County shall provide summary reports on its delivery of MHS 35 Services that are supported with funds provided under this Agreement that are subject to Specialized Service Requirement 35A. The reports must be submitted within 45 days of the end of each State fiscal year (ending June 30) and after the termination of this Agreement.

Submit reports to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by the Oregon Health Authority (OHA).

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for MHS 35 Services are intended to be general financial assistance to County for MHS 35 Services.

Accordingly, OHA will not track delivery of MHS 35 Services or service capacity on a per unit basis so long as County offers and delivers MHS 35 Services as part of its CMHP. Total OHA financial assistance for MHS 35 Services under a particular line of Exhibit D-1, “Financial Assistance Award”, shall not exceed the total funds awarded for MHS 35 Services as specified on that line.

- b. Disbursement of financial assistance: OHA will disburse the Part A funds awarded for MHS 35 Services identified in a particular line of Exhibit D-1, “Financial Assistance Award”, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 35 Services on that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 35 Services by County as part of its CMHP, based on data properly reported in accordance with section 3. “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

Service Name: **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES**

Service ID Code: **MHS 36**

1. Service Description

Pre-admission Screening and Resident Review Services (MHS 36) are evaluation services delivered to individuals:

- 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 experiencing a significant change in mental health status.

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.

2. Performance Requirements

Providers of MHS 36 Services funded through Medicaid must 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 309-048-0050 through 309-048-0130, as such laws and rules may be revised from time to time. Providers must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time.

County must insure that all individuals referred for MHS 36 Services by licensed nursing facilities in County (or in the region served by the CMHP operated by or contractually affiliated with County, whichever area is larger) receive MHS 36 review and evaluation services.

All MHS 36 Services funded through Medicaid must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-016-0605) or a Licensed Medical Practitioner (as defined in OAR 309-032-1505).

3. Special Reporting Requirements

Providers of MHS 36 Services funded through Medicaid must complete and deliver to the Oregon Health Authority's (OHA) Addictions and Mental Health Division (AMH), within 21 days after a review, form AMH 0438 and form AMH 0440, with respect to that review.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation and Disbursement Procedures

OHA provides financial assistance for MHS 36 Services in Part B ("Limitation") Awards. The Award is set in Exhibit D-1, "Financial Assistance Award", on MHS 36 lines in column one that contain "B" for Part B Award.

The provider of the service needs to be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services outlined in the Medicaid provider manual. OHA calculates the rates and the Part B limitation and the claims are processed through OHA's Medicaid Management Information System (MMIS). OHA's Division of Medical Assistance Programs (DMAP) disburses the payment directly to service providers on a fee-for-service basis. Rates are available on the OHA website located at

<http://egov.oregon.gov/OHA/mentalhealth/publications/codebooks/mh0109rates.pdf>.

OHA will provide notice to County in timely manner if there is a change in rates. All Medicaid reimbursable service billings shall be in accordance with the OHA's Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755 and OHA's AMH Mental Health and Chemical Dependency Medicaid Provider Manual available on the OHA website located at

<http://www.oregon.gov/OHA/mentalhealth/publications/codebooks/manual.pdf>, and as it may be revised from time to time.

All Medicaid reimbursable service billings shall be in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0755.

Service Name: **MHS SPECIAL PROJECTS**

Service ID Code: **MHS 37**

1. Service Description

MHS Special Projects (MHS 37) are mental health services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time.

Each project is described in a separate exhibit to this MHS 37 Service Description. When the Financial Assistance Award in Exhibit D-1 contains a line awarding funds for MHS 37 Services, that line will contain a special condition specifying the exhibit to this MHS 37 Service Description that describes the project for which the funds are awarded.

The specific MHS 37 Services to be provided under this Agreement are described in exhibits, if any, to this MHS 37 Service Description, which exhibits are incorporated herein by this reference.

2. Performance Requirements

Providers of MHS 37 Services funded through this Agreement with Medicaid dollars must comply with OAR 309-016-0600 through 309-016-0755. See exhibits, if any, to this MHS 37 Service Description.

3. Special Reporting Requirements

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

4. Payment Procedures

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

Even if the Financial Assistance Award in Exhibit D-1 awards funds for MHS 37 Services, the Oregon Health Authority (OHA) shall have no obligation to provide financial assistance for any MHS 37 Services under this Agreement (even if funds therefore are disbursed to County) unless a special project description is attached to this Service Description as an exhibit.

Exhibit MHS 37-Start-Up

1. Service Description

The funds awarded for this special project must be used for start-up activities described in a Special Condition. 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 this special project may not be used for real property improvements of \$5,000 and above. When Oregon Health Authority (OHA) funds in the amount of \$5,000 and above are to be used for purchase or renovation of real property, County must contact the Community Housing, Employment & Supports Unit of the Addictions and Mental Health Division and follow procedures as prescribed by that Unit.

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

2. Performance Requirements

The funds awarded for this special project may be expended only in accordance with Exhibit K Start-Up Procedures, which is incorporated herein by this reference.

3. Special Reporting Requirements

- a. County must prepare and submit reports to the Oregon Health Authority (OHA) on the expenditure of the funds awarded for this special project and any special conditions which are specified in the Financial Assistance Award. The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit K Start-Up Procedures.
- b. When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing OHA's Addictions and Mental Health Division (AMH) as the Security Interest Holder to OHA within five (5) days of the acquisition from the seller. File Security Interest Holder information with DMV as follows:

Oregon Health Authority
Addictions and Mental Health Division

Attention: Contracts Administrator
500 Summer Street NE, E86
Salem, Oregon 97301

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds awarded. Dedicated use must continue for the useful life of the vehicle or five (5) years, whichever is less.

The following steps describe the process for removal of liens:

- (1) To release a vehicle title on which OHA is listed security interest holder County or any subcontractor(s) 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.
 - (2) If approved, the original title is signed off by OHA and forwarded to the County.
- c. The following circumstances require special written authorization from OHA prior to acquisition when using Start-Up funds awarded. These circumstances should be communicated to OHA within fourteen (14) days of the anticipated acquisition date.
- (1) When Leasing:
 - (a) Acquisition of real property, vehicles, or capital items pursuant to a Lease;
 - (b) 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;
 - (c) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.
 - (2) Other:
 - (a) A change in the intended use of Start-Up funds awarded or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: OHA will provide financial assistance, from funds awarded for this special project in a particular line of Exhibit D-1, "Financial Assistance Award", in an amount equal to the actual allowable expenditures (as described in Exhibit K Start-Up) incurred by a Provider in implementing the special project described herein, subject to the requirements of Exhibit K Start-Up and subject to the following additional restrictions:
 - (1) Total OHA financial assistance for implementation of the special project described herein under a particular line of Exhibit D-1, "Financial

Assistance Award”, shall not exceed the total funds awarded for the special project described herein as specified in that line of the Financial Assistance Award; and

- (2) OHA is not obligated to reimburse any special project expenditures that are not properly reported to OHA using forms prescribed by OHA and procedures contained in Exhibit K within sixty (60) days after the earlier of:
 - (a) Termination of this Agreement,
 - (b) Termination of OHA’s obligation to provide financial assistance for MHS 37 Services; or
 - (c) Termination of County’s obligation to include the Program Area, in which MHS 37 Services fall, in its Community Mental Health Program (CMHP).
- (3) Funds will be awarded for actual allowable expenses up to the limit approved in the Start-Up & Expenditure Inventory Form.
- (4) After execution of the Agreement or any amendment(s) for Start-Up payments, County may request an advance of funds it anticipates using in the subsequent one hundred twenty (120) days.

- b. Disbursement of Financial Assistance: OHA will disburse the funds awarded for this special project in a particular line of Exhibit D-1, “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 K Start-Up.

County shall keep a copy of all requests for payment using the Start-Up Request & Expenditure Form.

County shall keep a copy of all Expenditure Reports for Start-Up services using the Start-Up Request & Expenditure Form. County is responsible for requiring its subcontractors to comply with expenditure reporting requirements and furnishing evidence of filing OHA’s security interest on applicable items. OHA may inspect these reports, which must include the following by service element:

- (1) The amount advanced;
- (2) The amount expended on each allowable category, and the amount expended on each item listed for items needing special written approval authorization; and
- (3) Copies of all subcontractor contracts awarding Start-Up payments. Such contracts must require subcontractors to execute dedicated use contracts and other security documentation as required in this Exhibit.

Each County shall maintain supporting documentation for all expenditures (i.e., receipts).

- c. Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for this special project under a particular line of Exhibit D-1, "Financial Assistance Award", and amounts due for implementation of the special project based on actual allowable expenditures incurred in implementing the special project under that line of the Financial Assistance Award during the period specified on that line, as such expenses are properly reported using forms prescribed by OHA and procedures outlined in Exhibit K 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 thirty (30) calendar days after the expiration date of the contract shall not be accepted or owed by OHA.

In the event County fails to submit an expenditure report when due for itself or its subcontractor(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 payments as follows:

- (1) Bill the County for subject payment;
- (2) Following thirty (30) days' non-response to the billing, initiate a payment reduction schedule against any current payments or advances being made to County; or
- (3) Take other action needed to obtain payment.

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

1. Service Description

This special project is known as the Peer Delivered Services (PDS) project. “Peer Delivered Services” means an array of agency or community-based services and supports provided by peers and peer support specialists to individuals or family members with similar lived experience, that are designed to support the needs of individuals and families as applicable. This support may be financially compensated or voluntary. The PDS project will assist the establishment or expansion of PDS in a specified geographic area for the period of the Agreement.

2. Performance Requirements

County shall use the funds awarded under this Agreement for this special project to implement PDS in a manner that benefits individuals with a severe and persistent mental illness.

3. Special Reporting Requirements

Within 30 days after the end of each subject quarter, the County shall submit to the Oregon Health Authority’s (OHA) Addictions and Mental Health Division (AMH), a quarterly report that includes:

- 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 persons with severe and persistent mental illness who were trained or received PDS services during the quarter; and
- d. Outcome measures to include:
 - (1) Shortened hospital stays;
 - (2) Improved ability to cope with mental illness
 - (3) Reduced crisis events
 - (4) Improved quality of life
 - (5) Increased level of empowerment

Reports shall be submitted to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: Funds awarded for this special project are intended to be general financial assistance to County for this special project. Accordingly, OHA will not track delivery of special project services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. Total OHA financial assistance for this special project shall not exceed the total funds awarded for this special project as specified in Exhibit D-1, "Financial Assistance Award".
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit D-1. "Financial Assistance Award", OHA will disburse the funds awarded for this special project on a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments to reflect changes in the funds awarded for this special project on that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm implementation of the special project described herein based on data properly reported through reports required or permitted by this special project description.

Exhibit MHS 37 - Flexible Funding
MHS Special Projects

1. Service Description

Flexible funding is the promotion, prevention, early identification and intervention of conditions that lead to mental health, substance use and addiction disorders. This focus will lead to improved outcomes and enhanced healthcare experiences for individuals as well as reduce overall expenditures.

County will have the flexibility to allocate the funds to meet community needs and statutory requirements.

Based upon the source of the funds shown in OWITS, County shall prioritize persons to be served as outlined in ORS 430.644, federal Mental Health and Substance Abuse Prevention and Treatment grants, and OAR 309-032-1525.

County is responsible to 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 addictions or mental health services.

System design and oversight structure must include:

- a. Planning
- b. Implementation
- c. Monitoring
- d. Evaluation of services and supports
- e. Involvement in activities that focus on:
 - (1) Resource allocation
 - (2) Outcomes
 - (3) Quality improvement
 - (4) Advisory councils

2. Performance Requirements

County shall provide the following Services, subject to availability of funding. Services may be reduced commensurate with reductions in funding by OHA:

- a. Behavioral Health Promotion and Prevention.
 - (1) Behavioral Health Promotion and Prevention is distinct from treatment.
 - (2) Behavioral Health Promotion and Prevention is focused on changing common influences on the development of individuals across their lifespan, reducing risk factors and increasing protective factors.
 - (3) Behavioral Health Promotion and Prevention is designed to target universal populations and indicated populations based on risk.

- (4) Behavioral Health Promotion and Prevention must incorporate the Strategic Planning Framework (SPF). The SPF provides an effective, comprehensive prevention process and a common set of goals to be adopted and integrated at all levels. This process is built upon state and local data assessment, building capacity, development of a comprehensive strategic plan, implementation of evidence-based strategies, and evaluation of work.
- (5) The SPF takes a public health approach to prevent community problems. The focus is on change for entire populations, collections of individuals who have one or more personal or environmental characteristics in common. Population-based public health considers an entire range of factors that determine health.
- (6) The SPF strives to infuse data in decisions made across all steps. Deliberate processes to collect, analyze, interpret and apply lessons from data will drive state prevention efforts.

b. Outreach (Case Finding), Early Identification and Screening, Assessment and Diagnosis.

- (1) 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.
- (2) 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 Biennial Implementation Plan (BIP), or Regional Health Improvement Plan (RHIP) as applicable, pursuant to Exhibit C;
- (3) Assessment and Diagnosis: Perform multidimensional biopsychosocial assessment as appropriate based on OAR 309-032-1525 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions.
 - (a) Use the following standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture and language.
 - i. American Society of Addiction Medicine (ASAM) for individuals receiving alcohol and drug services
 - ii. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services and intensive community services. “Intensive community services” are defined as assertive community treatment, intensive case management and supported/supportive housing.
 - iii. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument

(ECSII) for children receiving services with an Intensive Community-Based Treatment and Support Services or Intensive Treatment Services as described in OAR 309-032-1540 (5 and 6).

(b) Identify individuals who need intensive care coordination.

c. Initiation and Engagement.

Promote initiation and engagement of individuals receiving services and supports which may include but are not limited to:

- (1) Brief motivational counseling;
- (2) Supportive services to facilitate participation in ongoing treatment; and
- (3) Withdrawal management for Substance Use and Addiction Disorders, supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal, following assessment.

d. Therapeutic Interventions.

(1) General Community Based Services which may include:

- (a) Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the individual;
- (b) General outpatient services;
- (c) Medication Management for:
 - i. Mental Health disorders
 - ii. Substance Use disorders

(A) 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.

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

- (d) Detoxification for alcohol and drug dependent individuals under OAR 415-012-0000 through 415-012-0090 and 415-050-0000 through 415-050-0095 and the equivalent type of service for pathological gamblers. 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.

- (e) Meaningful individual and family involvement; and
 - (f) Services provided by peers. The County is encouraged to make available services and supports delivered by peers. If the County lacks these services and supports, the County is encouraged to develop a plan to expand the array of services and supports provided by peers in a manner that is consistent with their Biennial Implementation Plan (BIP), or Regional Health Improvement Plan (RHIP) as applicable, and in consultation with AMH.
- (2) Provide Crisis Services including but not limited to 24 hours a day, seven days a week screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested.
- (3) Provide Pre-Commitment Services:
 - (a) Pre-commitment investigation
 - (b) Treatment planning and referral
 - (c) Adherence to the individual's rights through all legal proceedings.
- (4) Provide Acute Care Services in accordance with ORS 430.630 and ORS 426.241. Except as provided by ORS 426.241(1), which states that "[t]he county is responsible for the cost when state funds available therefore are exhausted," County need only provide services up to the funding amount outlined in the document found at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>
Acute Care Services shall be provided to:
 - (a) An individual in need of emergency hold services under ORS 426.232 and ORS 426.233.
 - (b) An individual committed to Oregon Health Authority under ORS 426.130.
 - (c) An individual voluntarily seeking crisis services provided that service capacity is available and the individual satisfies one or more of the following criteria:
 - i. The individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric services; or
 - ii. The individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of inpatient psychiatric treatment may provide stabilization; or
 - iii. The individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
- (5) Provide monitoring and supervision services to all individuals under the Jurisdiction of the Psychiatric Security Review Board (PSRB) or the

Juvenile Psychiatric Security Review Board (JPSRB) that have been referred to County:

- (a) Assessment and evaluation for the Court and the PSRB or JPSRB of an individual for Conditional Release from a state hospital or facility designated by OHA or placement on a waiting list for conditional release from a state hospital or facility designated by OHA to determine if the individual can be treated in the community; this includes identification of the specific requirements for the community placement of an individual.
 - (b) Supervision and Urinalysis Drug Screen consistent with the Conditional Release Order.
 - (c) Coordination with a state hospital or facility designated by OHA on transition activities related to conditional release of an individual.
 - (d) Administrative activities related to the supervision services described above, including but not limited to:
 - i. Modification of Conditional Release Orders.
 - ii. Revocations of conditional release.
 - iii. Admission or re-admission to a state hospital.
 - iv. Respond to Law Enforcement Data System (LEDS) notifications as a result of contact by the individual with law enforcement agencies.
- (6) Provide alcohol and drug treatment services in accordance with ORS 813.270. County shall be responsible for meeting service targets communicated by the Oregon Health Authority and are subject to regular review and reconciliation.

Treatment program and Driving under the Influence of Intoxicants (DUII) information program services shall be provided to:

- (a) Individuals who enter diversion agreements under ORS 813.200 and who are found to be indigent.
- (b) Individuals required to comply with the obligations imposed under ORS 813.020 or ORS 471.432 and who are found to be indigent.

OHA may redistribute the funding allocations quarterly, based on utilization data.

- (7) Provide Secured Transport.
- (8) Supported Employment (SE), Assertive Community Treatment (ACT) and Early Assessment and Support Alliance (EASA). When providing these services, the County shall provide SE, ACT and EASA services in a manner that is consistent with fidelity standards established by AMH.

- (a) Assess individuals to determine whether SE, ACT and EASA services and supports are appropriate.
 - (b) Provide those services with the individual's engagement and choice.
 - (c) The assessment and SE, ACT or EASA services and supports must be provided by Providers that meet fidelity standards found at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
 - (d) If the County lacks qualified Providers to deliver SE, ACT or EASA services and supports, the County is encouraged to develop a plan to develop qualified Provider network or to access SE, ACT or EASA for individuals in a manner that is consistent with their BIP, or RHIP as applicable, and in consultation with AMH.
- e. Continuity of Care and Recovery Management.
 - (1) Continuity of Care
 - (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 the 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 mental health disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed.
 - (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.
 - (2) Recovery Management
 - a. Continuous case management.
 - b. Monitoring of conditions and ongoing recovery and stabilization.
 - c. Individual and family engagement.
 - d. Transition planning that addresses the individual's needs and goals.

3. Special Reporting Requirements

- a. Biennial Implementation Plan (BIP) as identified in ORS 430.630 (9) (c) except for Central Oregon counties subject to the Regional Health Improvement Plan (RHIP) as identified in Senate Bill 204 (2011), Sections 6. The components of the RHIP are identified in OAR 309-014-0320.

- (1) Components of the BIP or RHIP can be found at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
 - (2) Submit BIP, or RHIP as applicable, in compliance with AMH BIP Policy and Procedures as specified in OHA's BIP Guidelines located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>. For counties subject to the RHIP, submit RHIP in compliance with OAR 309-014-0340.
 - (a) 2015-2017 BIP or RHIP due to OHA no later than March 1, 2015. County must participate in the collaboration process for revisions that result in an approved BIP or RHIP.
- b. PSRB/JPSRB Supervision Services
- (1) County must submit a copy of the Conditional Release Order to AMH for all individuals conditionally released into the community each month no later than 15 calendar days following the month the conditional release occurred.
 - (2) PSRB/JPSRB monthly progress report: County must submit a copy of each individual's monthly progress report to the PSRB/JPSRB directly, with a copy to OHA no later than 15 calendar days following the month supervision services were delivered.
- c. Jail Diversion
- (1) For services funded with this financial assistance fully or partially:
 - (a) Report the number of individuals receiving services intended to divert from jail.
 - (b) Report the number of individuals receiving services intended to divert from Oregon State Hospital aid and assist services.
 - (2) The reporting schedule is as follows:

Data from July 1-December 31, 2013 due February 14, 2014
 Data from January 1-June 30, 2014 due August 15, 2014
 Data from July 1-December 31, 2014 due February 14, 2015
 Data from January 1-June 30, 2015 due August 15, 2015
 - (3) Data will be submitted on a form provided by AMH.
 - (4) Co-management
- County shall facilitate transition of individuals at a state hospital campus within 30 calendar days following the Ready To Transition (RTT) date as determined by the Oregon State Hospital (OSH).
- OHA may reduce the monthly allocation, associated with this Special Project, when the County is identified by OHA as the County of

Responsibility of a patient at a state hospital campus and the patient exceeds the RTT date by more than 30 days. The reduction of the monthly allocation will be based on the following table:

Days Beyond RTT	Percentage of State Hospital Cost of Care
0 – 30	0%
31 – 60	25%
61 – 90	50%
91 – 120	75%
121 and over	100%

The percentage of the cost of care will be reduced by an additional 50% if the County's patient Average Daily Population (ADP) or identified OHA approved multi-county region's ADP is at or below the ADP Targets established by OHA as indicated at

<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>

State hospital cost of care will be identified in the current Institutional Cost of Care Rates Report published by the Oregon State Hospital Financial Services Division at <http://www.oregon.gov/OHA/amh/osh/cost-of-care.shtml>

An appeal of the reduction in funds related to co-management may be sent in writing to OHA when the procedural problems not related to the County's actions interfered with the County's ability to facilitate transition from the state hospital. All appeals must be submitted in writing.

Submit appeal as indicated at <http://www.oregon.gov/OHA/amh/osh/cost-of-care.shtml>

4. Data Reporting

a. The following reporting is required as applicable:

- (1) All individuals receiving Services with funds provided under this Special Project must be enrolled and that client's record maintained in either:
 - (a) the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at:
<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>; or
 - (b) the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS manual located at:
<http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

- (2) If the Services are provided in a designated psychiatric acute care setting, the Services must be reported in Oregon Patient and Resident Care System (OP/RCS) by the hospital providing the service, as specified in the OP/RCS Manual located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

- (3) Submission of applicable prevention data via the Minimum Data Set for Prevention (MDS).

All substance abuse prevention services delivered by County or its Providers must be entered into MDS. Mental Health, Education and Outreach service activity may also be captured using the MDS or by submitting bi-annual expenditure and service reports to OHA subject to this Special Project as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

- (4) Submission of applicable gambling services data as defined in the Gambling Process Management System (GPMS) Manual located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
- (5) County must participate in User Acceptance Testing and implementation activities for a new reporting system as designated by OHA. Once Testing has been completed, County must ensure data is submitted for all individuals receiving services with funds provided under this Special Project by way of one of the following options:
 - (a) comply with data submission using the Oregon Web Infrastructure for Treatment Services (OWITS) system as specified in the OHA OWITS Memorandum of Understanding located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or
 - (b) comply with the data submission specifications for submitting data using File Transfer from an existing Electronic Health Record (other than OWITS) as specified in the AMH File Transfer Specifications located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or
 - (c) comply with data submission specifications by entering data in the Minimum Data Entry (MDE) application as specified in the AMH MDE user manual located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
- (6) Submission of reports for child and adolescent mental health services provided with funds under this Special Project as applicable:
 - (a) comply with Level of Service Intensity Determination Data located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>, or
 - (b) comply with Integrated Service Array (ISA) Progress Review Report located at: <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

- (7) Non-encounter Reporting Categories: County shall submit the following non-encounter data as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>:
 - (a) Population or service specific funding carve outs
 - (b) Medical and physical health
 - (c) Behavioral health
 - (d) Transportation and travel
 - (e) Service management and planning
 - (f) Community services and supports
 - (g) Community housing planning and assistance
 - (h) Peer Services

b. The reporting schedule is as follows:

- (1) Claims paid data from July 1-December 31, 2013 due February 14, 2014
- (2) Claims paid data from January 1-June 30, 2014 due August 15, 2014
- (3) Claims paid data from July 1-December 31, 2014 due February 14, 2015
- (4) Claims paid data from January 1-June 30, 2015 due August 15, 2015

5. Financial Reporting

- a. County shall submit all Financial Reports as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx> .
- b. County shall submit a narrative 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; and
 - (5) Analyzing the service data they have reported.
- c. The reporting schedule is as follows:
 - (1) Data from July 1-December 31, 2013 due February 14, 2014
 - (2) Data from January 1-June 30, 2014 due August 15, 2014
 - (3) Data from July 1-December 31, 2014 due February 14, 2015
 - (4) Data from January 1-June 30, 2015 due August 15, 2015

6. **Financial Assistance Calculation, Disbursement & Reconciliation Procedures**

a. Calculation of Financial Assistance.

OHA will provide financial assistance identified in Exhibit D-2, “OWITS Financial Assistance Award”, from funds identified on that line in an amount equal to the amount set forth in that line of the OWITS Financial Assistance Award, subject to the following:

Total OHA financial assistance for this Special Project under a particular line of Exhibit D-2, “OWITS Financial Assistance Award”, shall not exceed the total funds awarded for this Special Project as specified on that line.

b. Disbursement of Financial Assistance.

OHA will disburse the funds awarded for this Special Project on a particular line of Exhibit D-2, “OWITS Financial Assistance Award”, to County in substantially equal monthly allotments during the period specified in the OWITS Financial Assistance Award, subject to the following:

- (1) Upon amendment to the OWITS Financial Assistance Award, OHA shall adjust monthly allotments to reflect changes in the funds awarded for this Special Project on that line of the OWITS Financial Assistance Award.

c. Calculation of Incentive Payment:

OHA will provide incentive payments (as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>) identified in Exhibit D-2, “OWITS Financial Assistance Award, with a special condition attached.

d. Disbursement of Incentive Payment:

OHA will disburse the funds awarded for this Special Project incentive payment on a particular line of Exhibit D-2, “OWITS Financial Assistance Award”, to County in a one-time payment during the period specified in the OWITS Financial Assistance Award.

e. Agreement Reconciliation:

Agreement Reconciliation will be used to:

- (1) Verify services were provided to priority populations and County complied with specific funding stream requirements, using data properly reported as required in this Special Project.
- (2) Verify County service delivery is consistent with the OHA approved BIP or RHIP as identified in Exhibit C.

Service Name: **PROJECTS FOR ASSISTANCE IN TRANSITION
FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: **MHS 39**

1. Service Description

The PATH program is designed to support the delivery of eligible services to persons who are:

- a. Homeless or at imminent risk of homelessness;
- b. Have serious mental health illnesses; and
- c. May have co-occurring substance use disorders.

Eligible services are as follows:

- a. Outreach services;
- b. Screening and diagnostic treatment services;
- c. Habilitation and rehabilitation services;
- d. Community mental health services;
- e. Alcohol and drug treatment services;
- f. Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where individuals who are homeless require services;
- g. Case management services;
- h. Supportive and supervisory services in residential settings;
- i. Referrals for primary health services, job training, educational services, and relevant housing services; and
- j. Housing services as specified in Section 522 (b) (10) of the Public Health Service Act (PHSA), 42 USC 290cc-22(b)(10) , including:
 - (1) Minor renovation, expansion, and repair of housing.
 - (2) Planning of housing.
 - (3) Technical assistance in applying for housing assistance.
 - (4) Improving the coordination of housing services.
 - (5) Security deposits.
 - (6) Costs associated with matching eligible individuals who are homeless with appropriate housing situations.
 - (7) One-time rental payments to prevent eviction.

OHA places particular emphasis on outreach, screening and diagnostic services. OHA also emphasizes that case management, community mental health services, and alcohol and drug treatment services funded by PATH are meant to be transitions services.

2. Performance Requirements

Providers of MHS 39 Services funded through this Agreement must comply with OAR 309-032-0175 through 309-032-0210, as such rules may be revised from time to time, and must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Services provided must be eligible services as stated in the Public Health Services Act, Section 522 (b).

Providers of MHS 39 Services funded through this Agreement shall:

- a. Assist the Oregon Health Authority (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 Projects for Assistance in Transition from Homelessness (PATH) funds consistent with federal requirements in Section 526, Part C, Public Health Service Act; and
- b. Provider minimum requirements:
 - (1) At least 85% of individuals serviced must be PATH-eligible and not currently enrolled in community mental health services.
 - (2) Of the total individuals who are PATH-enrolled, 75% must be transitioned into permanent housing.
 - (3) Of the total individuals who are PATH-enrolled, 100% must be engaged in community mental health services.
 - (4) Active participation in the local Continuum of Care.
 - (5) Attendance at semi-annual PATH provider meetings.
 - (6) Attendance at PATH Technical Assistance trainings as requested by OHA.
 - (7) Development of an annual PATH Intended Use Plan including a line item budget and budget narrative.
 - (8) Participation in annual PATH program site reviews conducted by OHA.
 - (9) Participation in Federal site reviews as needed or requested by OHA.

3. Special Reporting Requirements

Providers of MHS 39 Services funded through this Agreement must submit:

- a. Annual on-line report on the activities conducted and services provided during the year with the funds awarded under this Agreement for MHS 39 services. The report must comply with federal requirements for 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 must supply actual utilization numbers for the Federal Voluntary Outcomes Measures within the annual on-line report.

- b. Quarterly written report documenting PATH eligible expenditures and actual utilization and demographic data due no later than forty-five (45) days following the end of the reporting period.

Reports shall be submitted to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for MHS 39 Services are intended to be general financial assistance for MHS 39 Services. 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 in the special condition identified in a particular line of Exhibit D-1, "Financial Assistance Award", from funds identified on that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award. Total OHA financial assistance for MHS 39 Services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 39 Services as specified on that line.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the financial assistance awarded for MHS 39 Services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (1) OHA may, upon written consent of County, adjust monthly allotments;
and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 39 Services on that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for PATH services, as described herein, under a particular line of Exhibit D-1, "Financial Assistance Award", and satisfaction of the minimum performance requirements, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement and/or through reports required or permitted by this MHS 39 Service Description.

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

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

1. Service Description

A&D Special Projects (A&D 60) are alcohol and drug abuse services within the scope of ORS 430.630. Each project is described in a separate exhibit to this A&D 60 Service Description. When Exhibit D-1, "Financial Assistance Award" contains a line awarding funds for A&D 60 Services, that line will contain a special condition specifying the exhibit to this A&D 60 Service Description that describes the project for which the funds are awarded.

The specific A&D 60 Services for which financial assistance is provided under this Agreement are described in exhibits, if any, to this A&D 60 Service Description, which exhibits are incorporated herein by this reference.

2. Performance Standards

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

3. Special Reporting Requirements

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

4. Payment Procedures

See 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 under this Agreement for any A&D 60 Services (even if funds therefore are disbursed to County) unless a corresponding special project description is attached to this Service Description as an exhibit.

Exhibit A&D 60-Startup

1. Service Description

The funds awarded for this special project must be used for start-up activities described in a special condition. For purposes of this special project description, start-up activities are activities necessary to prepare for new or revised implementation of alcohol and drug abuse services.

2. Performance Requirements

The funds awarded for this special project may be expended only in accordance with Exhibit K, Startup Procedures, which is incorporated herein by this reference.

3. Special Reporting Requirements

County shall prepare and submit expenditure reports to OHA on the expenditure of the funds awarded for this special project. Reports shall be sent to:

Oregon Health Authority
Addictions and Mental Health Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

4. Financial Assistance Calculation and Disbursement Procedures

a. Financial Assistance Calculation: OHA will provide financial assistance for this special project, from funds identified in a particular line of Exhibit D-1, "Financial Assistance Award", in an amount equal to the actual allowable expenditures (as described in Exhibit K, Startup Procedures) incurred in implementing the special project during the period specified in that line, subject to the requirements of Exhibit K, Startup Procedures and subject to the following additional restrictions:

- (1) Total financial assistance for implementation of the special project described herein under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for the special project described herein in that line of the Financial Assistance Award; and
- (2) OHA is not obligated to provide financial assistance for any special project expenditures that are not properly reported to OHA using forms and procedures described in Exhibit K, Startup Procedures by the date 60 days after the earlier of termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 60 services, or

termination of County's obligation to include the Program Area, in which A&D 60 Services fall, in its CMHP.

- b. Disbursement: OHA will disburse the funds awarded for this special project in a particular line of Exhibit D-1, "Financial Assistance Award", after OHA's receipt of County's properly completed "Request for Payment of Start-Up Funds", as described in and in accordance with Exhibit K, Startup Procedures.
- c. Agreement Settlement: Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for these special projects under a particular line of Exhibit D-1, "Financial Assistance Award", and amounts due for implementation of the special projects based on actual allowable expenditures incurred in implementing the special project under that line of the Financial Assistance Award, as such expenses are properly reported using forms and procedures described in Exhibit K, Startup Procedures.

Exhibit A&D 60
Oregon Children's Plan – Parent Child Interaction Therapy

1. Service Description

This special project is intended to meet the goals of the Oregon Childhood System (ORS 417.727) and to serve children ages 2 through 8 and their parents when the children have traits of the disruptive behavior disorders of Conduct Disorder, Oppositional Defiant Disorder and Attention Deficit Hyperactivity Disorder, who are not Medicaid eligible and who have no other resources to pay for services.

All services delivered as part of this special project must be provided in a culturally competent manner, including sensitivity to family, language, race and ethnicity.

This special project will:

- a. Implement the evidence-based practice Parent Child Interaction Therapy (PCIT) with fidelity review by OHA or an OHA approved entity, and provision of services to families;
- b. Demonstrate outreach to and access by identified ethnic, linguistic or cultural minorities;
- c. Establish and maintain a formal relationship with, and support and link family members through referral to a family organization, that meets the purpose of assuring that family and youth voices are part of all decision making and planning for the development of mental health supports and services, quality assurance, and use of resources. The formal relationship includes the following:
 - (1) The relationship is defined in a written agreement;
 - (2) Family representation is included on governing and advisory bodies in numbers that result in meaningful participation; and
 - (3) The family organization is developed by family members; the organization is 51% family members or advocates; and the organization is more than an advisory group of family members. It has links with and standing in the community, operates in accordance with system of care principals, and the support of the County Mental Health Program and the Coordinated Care Organization.
- d. Certify two or more mental health clinicians in PCIT, and at least one of these clinicians is from the identified ethnic, cultural or linguistic population or with experience with the population;
- e. Develop two or more trainers for PCIT, including at least one trainer from the ethnic, cultural or linguistic population or with experience with the population; and
- f. Develop a local and statewide training program in PCIT.

2. **Performance Standards**

Providers of these special project services must coordinate, collaborate and otherwise participate actively in regularly scheduled meetings with:

- a. The local early childhood team per Oregon Administrative Rule on Early Childhood Planning 423-045-0020 through 423-045-0025;
- b. 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. The local partners for the OHA-funded program Intensive Treatment and Recovery Services for Addicted Families, a cross-system collaborative approach including DHS Children Adults and Families, addiction service providers, recovery support services and early childhood system partners funded through the 2013 Legislatively Adopted Budget; and
- d. The local family-run organization.

Providers of these services must develop the infrastructure for implementing the evidence based practice PCIT, including system, agency and direct service supports, provide initial staff training, support and supervision to at least 2 mental health clinicians. At least one clinician and one trainer must have experience working with the identified population, linguistic capability or links to the ethnic population. Providers will train an annual cohort (5 or more) of clinicians.

Providers of these services must collaborate to develop and implement plans with members from an identified cultural, ethnic or linguistic minority community and a family-run organization to link and retain family members from the identified cultural, ethnic or linguistic population and other appropriate groups with PCIT services. Providers of these services must provide planning, outreach and implementation of culturally, linguistically and ethnically appropriate PCIT services. They must implement any necessary incentives to engage and maintain families in treatment. They must develop information about and referral processes for family members to the local family run organization for peer support, family groups or other support processes. They must provide participating families the means to complete the Youth Services Survey for Families found at <http://www.mhsip.org/>.

Providers of these services must establish and maintain information pertinent to fidelity reviews including:

- a. Content and hours of clinician training, support and supervision;
- b. Evidence of data-driven treatment decisions and the development of performance expectations through the use of the Eyberg Child Behavior Inventory, the Dyadic Parent-Child Interaction Coding System and the Parenting Stress Index-Short Form;
- c. Use of manuals and workbooks for implementing the practice;
- d. Developing, tracking and utilizing client level data in clinical decisions; and
- e. Developing and maintaining appropriate clinic space, equipment and toys for the children.

Providers of these services must participate in one or more fidelity reviews by OHA or an OHA-approved external entity and implement required changes.

Providers of these services must develop and deliver local and statewide training to clinicians in PCIT, including training of a cohort of clinicians to deliver PCIT services following the most current PCIT Training Guidelines in their training of PCIT therapists. The training guidelines are disseminated by the PCIT Training Committee and posted on the PCIT website at <http://pcit.phhp.ufl.edu>. Trainers must stay up-to-date in PCIT innovations by attending conferences, reading the research, etc, and be available to provide guidance and supervision throughout the consultation period.

Providers of these services must disseminate lessons learned, collaborate to develop an Oregon annual forum or regional PCIT conference or provide presentations at other Oregon conferences, and support the implementation of state and local systems of care and other behavioral health cross systems projects.

3. Special Reporting Requirements

Each provider of these project services must submit quarterly written reports to OHA in a format prescribed by OHA within 30 days following the end of each calendar quarter including:

- a. Data on the reporting form developed by AMH in conjunction with county PCIT providers, including child and session level data;
- b. One or more case examples describing child behaviors, family challenges and changes accomplished through implementation of PCIT, and noteworthy skill development by clinicians;
- c. Narrative describing project accomplishments and challenges;
- d. Electronic copies of notes from meetings with the local Early Childhood Team, cultural/ethnic or linguistic community members, service providers with the Intensive Treatment and Recovery Services, the family run organization and other referral sources;
- e. Annual report including:

- (2) Names of therapists in training and trained, including the following information:
 - (a) Identified ethnic, cultural or linguistic population or with experience with the population and other specialties;
 - (b) Location of therapists; and
 - (c) Training dates.
 - (3) Names of therapists trained, including identified ethnic, cultural or linguistic population or with experience with the population and other specialties.
 - (4) Description of lessons learned and dissemination activities.
- f. Quarterly and year-to-date budget expenditures.

Providers must prepare and submit a written annual summary of project accomplishments and challenges and a narrative interpretation of project data. Reports must be prepared using forms and procedures prescribed by OHA, and sent to:

Oregon Health Authority
Addictions and Mental Health Division
Attention: PCIT Coordinator
500 Summer Street N.E. E86
Salem, OR 97301-1118

All individuals receiving services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. A dedicated provider number in the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Payment Procedures

Basis of Payment. The funds awarded for this special project are intended to be general financial assistance to County for the project. Accordingly, except as necessary to verify that the performance standards set forth above have been met, OHA will not track delivery of special project services or service capacity on a per unit basis as long as County implements the special project described herein. Total OHA payment for the

special project described herein shall not exceed the total funds awarded for this special project in Exhibit D-1, "Financial Assistance Award".

Disbursement of Funds. OHA will disburse the funds awarded, for the special project services described herein, in a particular line of Exhibit D-1, "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award and subject to the following:

- a. OHA may reduce the monthly allotments based on under delivery of services identified through the quarterly reports described above;
- b. OHA may adjust monthly allotments to meet cash flow requirements for continued delivery of the special project services described herein; and
- c. OHA may adjust monthly allotments to reflect changes in the funds awarded for the special project services described herein, on that line of the financial Assistance Award as a result of amendments to the Financial Assistance Award.

5. **Agreement Settlement** Agreement Settlement will be used to confirm implementation of the special project described herein and satisfaction of the minimum performance requirements, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above.

EXHIBIT A&D 60-Strategic Prevention Framework (SPF)

1. Service Description

The Strategic Prevention Framework State Incentive Grant (SPF SIG) program will provide an effective, comprehensive prevention framework with a common set of goals to be adopted and integrated at the local level to:

- Prevent the onset and reduce the progression of substance abuse, including childhood and underage drinking;
- Reduce substance abuse-related problems; and
- Build prevention capacity and infrastructure at the local level.

SPF SIG-funded programs shall utilize the Department of Health and Human Service's Substance Abuse Mental Health Service Administration's (SAMHSA's) SPF SIG (available at <http://prevention.samhsa.gov/evidencebased/evidencebased.pdf>) as the model on which to develop long-range strategic plans and annual action plans. The SPF SIG is a five-step evidence-based process for community planning and decision-making.

The five-step model includes, but is not limited to:

- a. Assessment: Mobilize key stakeholders to collect the needed data to understand substance abuse consequences, consumption patterns, and contributing factors to those patterns of the specific drug use issues identified.
- b. Capacity: Mobilize/build capacity with a local coalition to change the conditions and address the specific drug use issues identified.
- c. Planning: Produce strategic goals, objectives, and performance targets as well as preliminary action plans including a logic model.
- d. Implementation: Implement the plan with multiple policies, practices, strategies, or interventions based on characteristics, culture, and context of the target population.
- e. Evaluation: Measure impact of SPF and monitor, sustain, improve, or replace implemented practices, policies or programs based on evaluation findings.

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

- a. Information Dissemination- media campaigns, speaking engagements;
- b. Prevention Education – school curricula and parenting education and skill building;
- c. Alcohol, Tobacco & Other Drug (ATOD) free alternatives, youth leadership and community service projects;
- d. Problem Identification and Referral – student assistance programs

- e. Community Based Processes- interagency collaboration, coalition building, and networking;
- f. Environmental/Social Policy- school policies and community laws concerning alcohol, tobacco and other drugs.

2. Performance Requirements

County, in providing A&D 60 Services, must comply with OAR 415-056-0000 through 415-056-0025, and must have a current Letter of Approval issued by OHA.

County must implement its SPF SIG Services funded through this Agreement in accordance with the SPF SIG framework, described in section I, culminating with a Strategic Plan, (Plan), which is subject to OHA approval, within the first six months of funded services. OHA Financial Assistance to the County in the subsequent biennium, for SPF SIG Services, will in part depend upon the County achievement of the outcomes set forth in the Plan. In the event of a conflict or inconsistency between the provisions of the Plan and the provisions of this Service Description, the provisions of this Service Description shall control.

County's performance shall include the following:

Assessment:

- Additional needs assessment data collection: measuring the intervening variables for problem behavior through completion of a logic model. Data is expected to be as localized as possible.
- Complete other assessment tools as directed to include Tri-Ethnic Community Readiness Assessment and cross-site evaluation instruments (e.g. GLI, CLI and PLI).

Capacity:

- One FTE for Project Director.
- Coalition: County must either have in place or form a coalition with required sectors, as defined by the SPF Advisory Council. The coalition must demonstrate the following: mission statement, bylaws (including cultural competency statement/policy), officers, records of meeting notes/minutes, meeting schedule, coalition/board development/training plan, etc.

Planning:

- A comprehensive Plan will be completed for priorities identified by OHA. The Plan will address all five steps of the SPF SIG process with inclusion of sustainability and cultural competency. Logic models addressing root causes or intervening variables from sub-recipient location will be included to ensure that counties will be able to guarantee the right fit of the practices, policies or programs selected for implementation to make countywide changes in the priority area.
- Detailed timelines, goals and objectives, and challenges/barriers will also be addressed in the Plan.

Implementation:

- The Plan will be reviewed by OHA's Evidence-Based Practices Committee to ensure that the appropriate strategies, policies, and practices are implemented to address the priority area. All chosen strategies, policies, and practices must meet the 75% threshold of being evidence based. The Plan must also be approved by the SPF Advisory Council.
- Training will be provided by OHA to ensure that the County has the capacity to deliver and replicate the programs, policies, and practices in order to reach the desired change.

Evaluation:

- County will complete evaluation tools and any other evaluation requirements as instructed by OHA's evaluation team.
- Data entry and reports will be monitored and tracked.
- County will make best efforts to have a written commitment from all of the County's schools to implement the Student Wellness Survey.

County must participate in site visits, any state trainings or required meetings. County shall comply with OHA's written materials provided at OHA's training sessions.

3. Special Reporting Requirements

Ongoing monitoring and evaluation are essential to determine if the outcomes desired are achieved and to assess program effectiveness and service delivery quality. All tools and evaluation measures will be provided by OHA's prevention unit.

- County must provide federally required performance data including the Community Level Instrument (CLI) and the Program Level Instrument (PLI) upon request by OHA, with quarterly reports being completed for and returned to OHA.
- County will complete the needs assessment workbook, evaluation workbook and any other tool deemed reasonably necessary by OHA.
- County must provide a one-year budget narrative (budget detail and justification) for each year of funding to OHA's prevention unit.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance. The funds awarded for SPF are intended to be general financial assistance to County for this SPF project. Accordingly, OHA will not track delivery of SPF services on a per unit basis so long as County delivers SPF Services as part of its CMHP. Total OHA financial assistance for SPF Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for SPF Services as specified on that line.

- b. Disbursement: OHA will disburse the funds awarded for SPF Services identified in a particular line of Exhibit D-1, “Financial Assistance Award”, to County as set forth in the Special Condition on that line:
- (1) OHA may, upon written request of County, adjust allotments.
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary, to reflect changes in the funds awarded for SPF Services on that line of the Financial Assistance Award.
 - (3) OHA may, after notice to County, suspend allotments pending receipt of complete and accurate CLI and PLI data and required reports described in Section III above.
- c. Agreement Settlement. Agreement Settlement will be used to verify the inclusion of SPF Services as part of County’s CMHP, based on data properly reported to OHA through reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Exhibit A&D 60-Housing Assistance

1. Service Description

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

Housing Assistance Services include:

- a. Rental assistance in the form of cash payments made on behalf of individuals recovering from substance abuse to cover all or a portion of the monthly rent and utilities and may include payment of associated move-in costs, such as cleaning and security deposits; and
- b. Housing coordination services to assist individuals recovering from substance abuse in locating suitable housing, equipping the housing unit, referrals to other resources, and housing repairs. No more than 10% of the total funds awarded under this Exhibit may be used for housing repairs.

2. Performance Standards

All individuals receiving Housing Assistance Services (A&D 60-Housing Services) funded through this Agreement must reside in County, be in recovery from substance abuse and be enrolled in a verifiable program of substance abuse recovery.

Utilization requirements for 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. Special Reporting Requirements

For each calendar quarter (or portion thereof) during the period for which financial assistance is awarded under this Agreement for Housing Assistance Services, County shall submit written quarterly progress reports on the delivery of Housing Assistance Services not later than 30 days after the end of the quarter, which shall be sent to:

Oregon Health Authority
Addictions and Mental Health Division
Attention: Housing Specialist
500 Summer Street NE E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by OHA.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance. OHA will provide financial assistance to County for Housing Assistance Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", in an amount equal to the amount of cash assistance actually paid by County on behalf of the individuals for rent assistance, as described above, plus the costs incurred by County in providing housing coordination services, under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
 - (1) Total OHA financial assistance for all Housing Assistance Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for Housing Assistance Services as specified in that line of the Financial Assistance Award;
 - (2) OHA is not obligated to provide financial assistance for any Housing Assistance Services that are not properly reported to OHA in the quarterly reports described above; and
 - (3) OHA will not provide financial assistance, under this Agreement, for more than 24 months of Housing Assistance Services for any particular individual unless approved in advance and in writing by OHA.
- b. Disbursement of Financial Assistance. Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the funds awarded for Housing Assistance Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under used allotments identified through the required quarterly reports.
 - (2) OHA may, upon written request of County, adjust monthly allotments.
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 60-Housing Assistance Services on that line of the Financial Assistance Award.
- c. Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Housing Assistance Services under a particular line of Exhibit D-1, "Financial Assistance Award", and amounts due for such services based on the cash assistance paid on behalf of the individuals for rent assistance and costs incurred by County for housing coordination services under that line of the Financial Assistance Award, as properly reported in the quarterly reports described above.

Service Name: **ADULT ALCOHOL AND DRUG RESIDENTIAL TREATMENT SERVICES**

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

1. Service Description

Adult Alcohol and Drug 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 and are in need of 24-hour supervision, treatment and care. 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 III of the chemical dependency placement, continued stay and discharge criteria set forth in OAR 309-032-1500 through 309-032-1565, 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. In addition, providers must 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 address the needs of diverse population groups within the community, with special emphasis on ethnic minorities.

2. Performance Requirements

Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-032-1500 through 309-032-1565, 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 license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090.

- a. Subject to the preference for pregnant women and intravenous drug users described in Exhibit H, Required Federal Terms and Conditions, County and Providers of A&D 61 Services funded through this Agreement must give priority access to such Services first to individuals referred from 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, then from Coordinated Care Organizations, and then from relevant Providers. 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 relevant Coordinated Care Organization. Providers of A&D 61 Services funded through this Agreement must only provide such Non-Medicaid funded Services to individuals who are not eligible for Medicaid.

- b. Providers of A&D 61 Services funded through this Agreement must participate in client outcome studies conducted by OHA.

3. Special Reporting Requirements

All individuals receiving services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance for Non-Medicaid Funded Services: OHA will provide financial assistance for A&D61 Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", from funds identified on 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, subject to the following:
 - (1) Total OHA financial assistance for A&D61 Services delivered under a particular line in the Financial Assistance Award shall not exceed the total funds awarded for A&D61 Services as specified in that line in the Financial Assistance Award; and
 - (2) OHA is not obligated to provide financial assistance for any A&D61 Services for individuals who are not properly reported in accordance with section 3., "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date 60 days after the earlier of 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 under this Agreement.
- b. Disbursement of Financial Assistance for Non-Medicaid funded Services. Unless a different disbursement method is specified in that line of Exhibit D-1, "Financial Assistance Award", OHA will disburse the financial assistance awarded for A&D 61 Services in a particular line of the Financial Assistance

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

- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement or Special Terms and Conditions;
- (2) OHA may, upon written request of County, adjust monthly allotments; and
- (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 61 Services on that line of the Financial Assistance Award.

- c. Agreement Settlement. Agreement Settlement will 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 under a particular line of Exhibit D-1, “Financial Assistance Award”, and amounts due for such services provided 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” is determined by the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

Service Name: **HOUSING SERVICES FOR DEPENDENT CHILDREN WHOSE PARENTS ARE IN ALCOHOL AND DRUG RESIDENTIAL TREATMENT**

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

1. Service Description

Housing Services for Dependent Children Whose Parents are in Alcohol and Drug Residential Treatment (A&D 62) are housing services (room and board) delivered to individuals who are dependent children age 18 and younger so the child(ren) may reside with their custodial parent in the same adult alcohol and drug residential treatment facility.

2. Performance Requirements

Providers of A&D 62 services funded through this Agreement must comply with OAR 309-032-1500 through 309-032-1565, 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 the 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 the OHA.

3. Special Reporting Requirements

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance. The funds awarded for A&D 62 services are intended to be general financial assistance to the County for A&D 62 services with funds provided under this Agreement. Accordingly, the 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 D-1, "Financial Assistance

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

- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of the Financial Assistance Award, OHA will disburse the financial assistance awarded for A&D 62 Services in a particular line of Exhibit D-1, “Financial Assistance Award”, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 62 Services on that line of the Financial Assistance Award.
- c. Agreement Settlement. Agreement Settlement will be used to confirm the offer and delivery of A&D 62 services by County as part of its CMHP based on the delivery of A&D 62 services as properly reported in accordance with section 3., “Special Reporting Requirements” above or as required in an applicable Specialized Service Requirement.

Service Name: **ALCOHOL AND DRUG RESIDENTIAL CAPACITY SERVICES**

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

1. Service Description

Alcohol and Drug Residential Capacity Services (A&D 67) are 24-hour residential services delivered to individuals who are enrolled in alcohol and drug adult or youth residential treatment services, or both. A&D 67 Services provide a structured environment for an individual on a 24-hour basis consistent with Level III of the chemical dependency, continued stay and discharge criteria set forth in OAR 309-032-1500 through 309-032-1565, as such rules may be revised from time to time, are appropriate to the individual's needs and include housing and food services.

2. Performance Requirements

Providers of A&D 67 Services funded through this Agreement must comply with OAR 309-032-1500 through 309-032-1565, 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 license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

3. Special Reporting Requirements

No special reporting requirements.

4. Financial Assistance Calculation and Disbursement Procedures

- a. Calculation of Financial Assistance. The funds awarded for A&D 67 services are intended to be general financial assistance to the County for A&D 67 services for individuals receiving alcohol and drug adult or youth residential treatment services or both. Accordingly, OHA will not track delivery of A&D 67 services on a per unit basis, so long as the County offers and delivers A&D services under this Agreement. Total OHA payment for all A&D 67 services delivered under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for A&D 67 services as specified in that line of the Financial Assistance Award.
- b. Disbursement of Financial Assistance. Unless a different disbursement method is specified in that line of the Financial Assistance Award, OHA will disburse the financial assistance awarded for A&D 67 Services in a particular line of Exhibit D-1, "Financial Assistance Award", to County as set forth in the Special Condition on that line, subject to the following:
 - (1) OHA may, upon written request of County, adjust allotments; and

- (2) Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary, to reflect changes in the funds awarded for A&D 67 Services on that line of the Financial Assistance Award.
- c. Agreement Settlement. Agreement Settlement will be used to confirm the offer and delivery of A&D 67 services by County under this Agreement based on the delivery of alcohol and drug adult or youth residential treatment services, or both.

Service Name: **PROBLEM GAMBLING TREATMENT SERVICES
(RESIDENTIAL)**

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

1. Service Description

Problem Gambling Treatment Services (A&D 82) are residential problem gambling treatment services that provide problem gambling assessment, treatment, rehabilitation and twenty-four hour observation monitoring for pathological and problem gamblers consistent with appropriate level of care.

For purposes of this Agreement, an individual with a gambling related problem is an individual with (a) a primary diagnosis of Pathological Gambling (DSM-IV code 312.31), (b) a primary diagnosis of sub-clinical Pathological Gambling (meets two to four DSM-IV diagnostic criteria for Pathological Gambling), or (c) a primary diagnosis of Relational Problem Related to Pathological Gambling (a variant of DSM-IV code V61.9).

Problem Gambling Treatment Services are to be made available to any Oregon resident meeting criteria as described above. Service to out of state residents is permissible if the presenting gambling problem is reported as primarily related to an Oregon lottery product.

2. Performance Standards

Providers of A&D 82 Services must maintain a License as a Mental Health Service Agency or a Letter of Approval as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment in accordance with OAR 309-032-1500 through 309-032-1565 Building Requirements, OAR 415-012-0000 through 415-012-0090 Standards for Approval/Licensure of Alcohol and Other Drug Programs and OAR 309-012-0130 through 309-012-0220 Certificates of Approval for Mental Health Services; as such rules may be revised from time to time.

Providers of A&D 82 Services paid through this Agreement must comply with OAR 415-012-0050 through 415-012-0090 Onsite Reviews.

Providers of A&D 82 Services must meet the performance standards below. These performance standards are imposed and assessed on an individual Provider basis. If OHA determines that a Provider of A&D 82 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 or a discretionary site review could be scheduled specifically to review these areas.

Access: The amount of time between a problem gambling affected individual's request for A&D 82 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.

Retention: The percent of problem gambling affected individuals receiving A&D 82

Services who actively engage in the A&D 82 Services for at least 10 clinical contact sessions must not be less than 40%.

Successful Completion: The percent of all individuals receiving A&D 82 Services who successfully complete treatment must not be less than 35%. A successful problem gambling treatment completion is defined as the individual's: (a) achievement of at least 75% of short-term treatment goals, (b) completion of a continued wellness plan (i.e., relapse prevention plan), and (c) lack of engagement in problem gambling behaviors for at least 30 days prior to successful completion of A&D 82 Services.

Client Satisfaction: The percent of problem gambling affected 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 50% of total enrollments.

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

3. **Special Reporting Requirements**

Providers of A&D 82 Services must submit the following information to OHA (or to OHA's designee), regarding individuals receiving A&D 82 Services. All providers must comply with the current GPMS User Manual located at <http://www.oregon.gov/OHA/addiction/gambling/2010/gpms-data-collection.pdf>.

- a. **GPMS (Gambling Process Monitoring System) Intake Data:** The GPMS record abstracting form and the client self-report survey must be collected and submitted within 14 days of the first face-to-face treatment contact with an individual.
- b. **Client Consent Form:** A completed client informed consent form to participate in evaluation follow-up efforts must be collected and submitted prior to service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- c. **Encounter Data:** Encounter data for billing must be collected and submitted as described in Exhibit A&D 82-1 attached hereto and incorporated herein by this reference. Prior to submitting an encounter claim each claimed encounter must be documented in the clinical record. Encounter claim documentation placed in the clinical record must include the date of the encounter service, the type of service delivered, the length of service, a clinical note describing data from the session, the clinician's signature and date the note was completed.
- d. **GPMS Discharge Data:** GPMS discharge data must be collected and submitted within 90 days after the last date of service to an individual.

4. **Financial Assistance Calculation and Disbursement Procedures**

- a. **Financial Assistance Calculation.** OHA will provide financial assistance for A&D 82 Services identified in Exhibit 82-2, Procedure Code and Rate on a per diem basis.

- (1) Providers of A&D 82 Services may not charge individuals whose A&D 82 Services are paid under this Agreement any co-pay or other fees for such Services;
 - (2) OHA is not obligated to provide financial assistance for any A&D 82 Services that are not properly reported as described or referenced in this Service Description by the date 60 days after the 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;
 - (3) If 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 D-1, "Financial Assistance Award", OHA may unilaterally reduce the amount of the remaining financial assistance for services in that line.
 - (4) County is expected to reconcile encounter data reports and correct any errors within 30 days of receipt of encounter data report received from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.
- b. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit D-1 "Financial Assistance Award", OHA will disburse the funds awarded for A&D 82 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line, subject to the following:
- (1) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on actual delivery of services identified through GPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement;
 - (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 total allotments for A&D 82 Services on that line of the Financial Assistance Award; and
 - (4) County may, with OHA approval, apply A&D 82 allotments for services not provided in the first fiscal year toward A&D 82 Services in the second fiscal year.

- c. Agreement Settlement: Agreement settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements for A&D 82 services under a particular line of Exhibit D-1, “Financial Assistance Award”, and amounts due for such services provided by County based on the rates set forth in Exhibit A&D 82-2. 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 on that line of the Financial Assistance Award, as properly reported as described or referenced in this Service Description or an applicable Specialized Service Requirement.

- d. Provider Audits. Providers and sub-contracted Providers receiving A&D 82 payments from OHA are subject to audit for all payments applicable to A&D 82 services rendered. The audit ensures that proper payments were made for covered services, to recover overpayments, and to discover possible instances of fraud and abuse. This audit will verify that encounter data submissions are documented in the client file as described in section 3.c. above. OHA may apply the Division of Medical Assistance Program (DMAP) Provider Audit rules and the Fraud and Abuse rules to providers and provider sub-contractors of A&D 82 Services in accordance with OAR 410-120-1505 through 410-120-1510 Provider Audits, as such rules may be revised from time to time.

Exhibit A&D 82-1 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 to submit individual-level service delivery activity (encounter data) within 30 days following the end of each month to OHA or its designee.

Data shall be electronically submitted utilizing the HIPAA approved “837” format. Files to be transferred over non-secure web/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 2013) and the words “Gambling Encounter Data.”

Agencies with secure web services may post the data to their server as long as access and timely notification is provided to OHA, Problem Gambling Services.

EXHIBIT A&D 82-2

Oregon Problem Gambling Services
Procedure Code and Rate

Code	Description	Rate	Service Criteria
H2013	Psychiatric health facility service, per diem	\$160.00	Services provided in a licensed mental health residential facility and intensively staffed 24-hours under a physician approved treatment plan for which treatment includes an appropriate mix and intensity of assessment, medication management, individual and group therapies and skills development to reduce or eliminate the acute symptoms of the disorder and restore the client's ability to function in a home or the community to the best possible level.

*** Providers must bill at rates, based upon the cost of services determined through a cost allocation, not in excess of their usual and customary charge to the general public ** (OAR 309-016-0105 and OAR 309-016-0420)

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT B-2

SPECIALIZED SERVICE REQUIREMENTS

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit D of this Agreement. Only Services whose costs are covered in whole or in part with financial assistance pursuant to Exhibit D, as amended from time to time, are subject to this Agreement.

Service Name: **RESIDENTIAL TREATMENT SERVICES**
Service ID Code: **MHS 28**
Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**
Exhibit B-2 Code: **28A**

1. Service Description and Performance Requirements (exceeding Exhibit B-1, MHS 28)

Funds awarded for MHS 28 Services that are identified in Exhibit D-1., “Financial Assistance Award”, as subject to this Specialized Service Requirement may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (as defined in OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time) to individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have a history of behaviors that are harmful to themselves or others. MHS 28 Services delivered with funds provided under this Agreement and subject to this Specialized Service Requirement include the following, in addition to the services otherwise described in the MHS 28 Service Description:

- 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;
- d. Establishment of a therapeutic milieu;
- e. Group and individual skills training;
- f. Consultation to other Agencies/Providers serving individuals receiving MHS 28 Services.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must 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.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must deliver the services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-035-0100 through 309-035-0190), Qualified Mental Health Associates (as defined in OAR 309-032-0180(8)) 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.

County must perform a standardized level of care assessment prior to admission. MHS 28 Services delivered under this Agreement that are subject to this Specialized Service Requirement may only be delivered to individuals who meet the standardized criteria

developed by OHA for this level of care. The standardized criteria will be posted on the OHA AMH web page. Priority will be for individuals ready to discharge from the State Hospitals. OHA will have the right to review admissions and continued stay determinations.

2. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must provide data related to the assessment of outcomes of such services, as such data may be reasonably requested by OHA' AMH.

3. **Financial Assistance Calculation, Disbursement and Settlement Procedures**
(exceeding Exhibit B-1, MHS 28)

None

Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

Specialized Service: **RELATIVE FOSTER CARE**

Exhibit B-2 Code: **34A**

1. Service Description (exceeding Exhibit B-1, MHS 34)

Relative Foster Care is personal care as detailed in a personal care plan provided to an adult client, age 18 or older, by a relative caregiver in a private residence setting that promotes the client's safety and independence.

2. Performance Requirements (exceeding Exhibit B-1, MHS 34)

For new Relative Foster Care providers, County must complete an inspection of the provider's home and submit to the Oregon Health Authority (OHA) the following documents, as prescribed by OHA:

- a. County's letter of support;
- b. Approved Criminal Record Check (CRC) 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 approval of the Relative Foster Care provider.

For renewal of existing Relative Foster Care providers, County must complete an inspection of the home and submit to OHA a completed Relative Foster Care Renewal Form. Relative Foster Care providers must renew their applications every two years.

3. Reporting Requirements (exceeding Exhibit B-1, MHS 34)

None

4. Financial Assistance Calculation and Disbursement Procedures (exceeding Exhibit B-1, MHS 34)

None

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

Service Element ID Code: **MHS 35**

Specialized Service: **GERO-SPECIALIST**

Exhibit B-2 Code: **35A**

1. Service Description

Older/Disabled Adult Mental Health Services (MHS 35) Specialized Service Requirement (MHS 35A) are specialized geriatric mental health services delivered directly or indirectly to older/disabled adults with mental health illness.

2. Performance Requirements

The funds awarded for MHS 35A Services may only be expended on community based care services for older/disabled adults with mental health illness who are determined eligible for residential services from DHS' Aging and People with Disabilities (APD) Division. Such services include, but are not limited to, medication management, quarterly interagency staffing and follow-up services after treatment in local or state inpatient psychiatric hospitals, or indirect services, including but not limited to, screening, referral, and consultation and training to agencies and caregivers who provide services that may affect older/disabled adults with mental health illness.

If indirect services, as described above, are delivered with MHS 35A funds provided under this Agreement, those services must be available to relevant agencies and caregivers in the geographic area served by the CMHP operated by or contracted for by County and must be coordinated with protective services provided by DHS' APD Division and County's mental health crisis/commitment service.

All MHS 35A Services delivered with funds provided under this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-016-0605) (QMHP) and in compliance with OAR 309-032-1500 through 309-032-1565, Standards for Adult Mental Health Services, as such rules may be revised from time to time. QMHP' delivering such services must have a background with the older/disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must insure that staff providing such services:

- a. Regularly access a psychiatrist or nurse practitioner for case and medication review for individuals receiving MHS 35 Services;
- b. Regularly participate in interdisciplinary team meetings with DHS' Aging and People with Disabilities (APD) staff or contractors serving individuals receiving MHS 35 Services;

- c. Provide discharge assistance (from in-patient psychiatric hospitals) and provide, or arrange for, short term follow-up services for individuals receiving MHS 35 Services; and
- d. Be available to County's crisis team and DHS' APD protective services for consultation on geriatric cases.

3. Special Reporting Requirements

County shall provide summary reports on its delivery of MHS 35A Services that are supported with funds provided under this Agreement. The reports must be submitted within 45 days of the end of each State fiscal year (ending June 30) and after the termination of this Agreement.

Submit reports to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by the Oregon Health Authority (OHA).

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for MHS 35A Services are intended to be general financial assistance to County for MHS 35A Services. Accordingly, OHA will not track delivery of MHS 35A Services or service capacity on a per unit basis so long as County offers and delivers MHS 35A Services as part of its CMHP. Total OHA financial assistance for MHS 35A Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for MHS 35A Services as specified on that line.
- b. Disbursement of financial assistance: OHA will disburse the funds awarded for MHS 35A Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 35A Services on that line of the Financial Assistance Award.
- c. Agreement Settlement: Agreement Settlement will be used to confirm the delivery of MHS 35 Services by County as part of its CMHP, based on data properly reported in reports required or permitted by this Specialized Service Requirement.

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

Service ID Code: **MHS 35**

Specialized Service: **APD RESIDENTIAL**

Exhibit B-2 Code: **35B**

1. Service Description

Older/Disabled Adult Mental Health Services (MHS 35) Specialized Service Requirement (MHS 35B) are residential services delivered directly or indirectly to individuals with severe and persistent mental health illness.

2. Performance Requirements

Providers of MHS 35 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must, with respect to each individual receiving MHS 35 Services, enter into and maintain a written agreement with DHS' Aging and People with Disabilities Division (APD) and the Provider of residential services to that individual that addresses: approval of APD or its designee for the placement, the services to be provided by each entity, and an annual review of the appropriateness of the placement.

The funds awarded for MHS 35B Services may only be expended on residential services for older/disabled adults with severe and persistent mental health illness who are determined not eligible for, yet require, residential services from DHS' APD Division and who meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by the APD Division and has contracted with the APD Division to deliver residential services to specified individuals.

3. Special Reporting Requirements

Providers of MHS 35 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must notify the Oregon Health Authority's (OHA), Addictions and Mental Health Division (AMH), when the Provider discontinues such services to an individual whose services are delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement.

Providers of MHS 35 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must be able to provide a copy of all written agreements described above to OHA upon request.

Submit reports to:

Oregon Health Authority
Addictions and Mental Health Services Division
Attention: Contracts Administrator
500 Summer Street N.E. E86
Salem, OR 97301-1118

Reports must be prepared using forms and procedures prescribed by the Oregon Health Authority (OHA).

All individuals receiving Services with funds provided under this Agreement must be enrolled and that client's record maintained in either:

- a. the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, and as it may be revised from time to time; or
- b. the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

Over the next two years, AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

4. Financial Assistance Calculation, Disbursement and Settlement Procedures

- a. Calculation of Financial Assistance: The funds awarded for MHS 35B Services are intended to be general financial assistance to County for MHS 35B Services. Accordingly, OHA will not track delivery of MHS 35B Services or service capacity on a per unit basis so long as County offers and delivers MHS 35B Services as part of its CMHP. Total OHA financial assistance for MHS 35B Services under a particular line of Exhibit D-1, "Financial Assistance Award", shall not exceed the total funds awarded for MHS 35B Services as specified on that line.
- b. Disbursement of financial assistance: OHA will disburse the funds awarded for MHS 35A Services identified in a particular line of Exhibit D-1, "Financial Assistance Award", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
 - (1) OHA may, upon written request of County, adjust monthly allotments; and
 - (2) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 35A Services on that line of the Financial Assistance Award.

- c. Agreement Settlement: Agreement Settlement will be used to confirm the delivery of MHS 35B Services to the individuals specified in Exhibit D-1, "Financial Assistance Award", by County as part of its CMHP, based on data properly reported in accordance with section 3., "Special Reporting Requirements" above or as permitted by this Specialized Service Requirement.

Service Name(s): **Adult Alcohol and Drug Residential Treatment Services**

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

Specialized Service: **Intensive Treatment and Recovery Services**

Exhibit B-2 Code: **61A**

1. Service Description (exceeding Exhibit B-1, A&D 61)

Funds awarded for A&D 61 Services that are identified in the Financial Assistance Award as subject to this Specialized Service Requirement may only be expended on A&D 61 Services that are delivered in Residential Alcohol and Other Drug Treatment Programs (as defined in OAR 309-032-1505(109)). Families referred by the Department of Human Services-Children, Adults and Families Division (CAF) not covered by the Oregon Health Plan shall receive first priority followed by any person needing residential treatment while parenting children under the age of 18. In addition, providers must 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 61A Services delivered with funds provided under this Agreement, in addition to the services otherwise described in the A&D 61 Service Description; include a recovery oriented system of care for addicted parents involved in or at risk of involvement with child welfare and self-sufficiency programs (CAF) that includes the following:

- a. Effective transitions for clients moving from one level of care to another level of care;
- b. Collaborative case planning and management with CAF as evidenced by staffing notes, progress notes, or other documentation; and
- c. Coordination and referral services for client's family members including early childhood services for infants and toddlers and recovery support services for spouses and older children.

2. Performance Standards

- a. All individuals receiving addiction services with funds provided under this Agreement and subject to this A&D 61A Specialized Service Requirement must be clients involved in, or individuals at risk of involvement with, child welfare or CAF self-sufficiency programs
- b. County is responsible for the following outcome for those clients referred to in Section I of this Specialized Service Requirement:
 - Continuum of Care- Clients who are stabilized and who no longer meet American Society of Addiction Medicine Level III criteria must receive at least one face-to-face service in an outpatient setting within 7 days of transitioning from residential treatment.

3. Special Reporting Requirements (exceeding Exhibit B-1, A&D 61)

- a. One copy of Intensive Treatment and Recovery Services (ITRS) referral form is filed in client records.
- b. Clients shall be reported according to A&D 61, section 3., “Special Reporting Requirements”. Use of a dedicated provider number for ITRS is required for data reported through CPMS.

4. Financial Assistance Calculation and Disbursement Procedures (exceeding Exhibit B-1, A&D 61)

None.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT C

BIENNIAL IMPLEMENTATION PLAN

Local Mental Health Authority/Community Mental Health Program
Biennial Implementation Plan 2013 – 2015

Part 1: System Narrative:**1. System Overview**

- a) Provide an overview of the County's current addictions and mental health services and supports system, including:
 - Mental Health Promotion
 - Mental Illness, Substance Abuse and Problem Gambling Prevention
 - Early intervention
 - Treatment and recovery
 - Crisis and respite services
 - Services available to required populations and specialty populations
 - Activities that support individuals in directing their treatment services and supports
-

Multnomah County is the most populous county with 19% of the State's population; 18.6% of our residents are estimated to have a mental illness. Multnomah County also has the greatest number of homeless individuals in the tri-county region.

The co-location of the Local Mental Health Authority/Community Mental Health Program and the mental health managed care plan Health Share / Multnomah Mental Health within the Department of County Human Services allows for system coordination between units, divisions, departments and funding sources. Revenue can be woven together to support a strong system of care for children, youth, adults, and families. Multnomah County has dedicated more than \$16 million in county general fund annually to support and backfill services for the community.

Multnomah County maintains a strong mental health crisis infrastructure that includes urgent walk-in, mobile crisis, crisis assessment and treatment center, crisis respite, inpatient hospitalization, and a 24/7 call center that acts as the 'hub' of the system. The Portland Police Bureau is a community partner: our call center answers suicidal calls transferred from 9-1-1.

There are five acute care hospitals within our county borders; our commitment program responds to the highest number of holds placed in the State.

We provide residents services not available elsewhere: a sobering station, a crisis assessment and treatment center, and specialty providers serving homeless youth, the LGBTQ community, and communities of color. Multiple specialty courts to help divert from criminal justice, law enforcement, and child welfare – Mental Health Court, Drug Court, Forensic Court, Family Court, and the Community Court at Bud Clark Commons, which is the first of its kind in the nation.

Multnomah County places school-based mental health clinicians in over 89 schools providing services to 1,150 students in grades K - 12 across the county. Our Early Assessment and Support Alliance (EASA), which has achieved a 90% reduction in client hospitalization after six months in treatment, just passed its Supported Employment fidelity review.

Mental Health Promotion

Multnomah County employees regularly staff public and private events to educate the community about mental health and addiction and the services available to them through the county. Venues include cable access programming, radio, health fairs and exhibits, conferences, and community-wide events. County staff also do outreach to local businesses such as Starbucks, where clients are frequent customers.

Mental health and addiction services division employees also provide training and assistance to non-human service departments such as the Multnomah County library.

Addictions prevention services (described under following Substance Abuse and Problem Gambling section) include activities that build youth life skills, competency and promote resilience through positive experiences and building family strengths.

Mental Illness, Substance Abuse and Problem Gambling Prevention

Mental Illness/Suicide Prevention:

The Garrett Lee Smith grant-funded RESPONSE, ASIST, and QPR programs have reached an estimated 7,213 individuals within Multnomah County. The Garrett Lee Smith grants funds were used to train school staff in ASIST, so that on-site staff members have the assessment and intervention skills needed to help students in crisis. Currently, RESPONSE is being implemented in 11 schools within Multnomah County. The schools teach the RESPONSE curriculum in their health classes.

Multnomah County plans to use county general fund to pay for Mental Health First Aid training for all its employees.

Substance Abuse Prevention

The Multnomah County substance abuse prevention program provides prevention services for children and families at high risk for substance abuse, school failure, and juvenile justice problems. Prevention services include after-school activities, individualized support for youth, and a family engagement/education program. These programs promote school success, family bonding, improved parenting skills and youth life skills. The program is primarily focused on serving youth living in public housing. In addition, the Strategic Prevention Framework State Incentive Grant (SPF SIG) is addressing alcohol abuse and dependence among young adults through environmental prevention strategies, e.g., changes in community policies, laws, and norms. Details provided below.

The structured after-school program for public housing residents is a long-standing collaboration with Home Forward (formerly the Housing Authority of Portland), providing afternoon and evening services offering on-site homework assistance, socializing and skill-building activities to a minimum of 200 youth whose families live in public housing. The structured services at Home Forward sites also include tutoring, mentoring, and family-support home visits, primarily serving children and youth between 5 to 15 years old. Site-and culturally-specific problem gambling activities for youth and adults have also recently been integrated into the addictions prevention programming based on problem gambling needs assessments conducted at each site.

By directly addressing community risk factors, prevention reduces multiple problem behaviors and improves outcomes for children and families. The Multnomah County prevention program builds partnerships with collaborative community partners and local prevention coalitions, including the Multnomah Educational School District's Project LAUNCH initiative to improve young child wellness birth to 8 years old and the Future Generations Collaborative to prevent substance-exposed pregnancies among Native American women ages 15-24.

As one of 12 counties to receive an Oregon Strategic Prevention Framework SIG grant, Multnomah County has initiated a new collaborative effort to reduce high risk drinking among young adults ages 18-25. High risk drinking is defined as binge drinking, heavy drinking, and underage drinking. The Strategic Prevention Framework process included: completing a community needs and resources assessment identifying consumption patterns, consequences, contributing factors and local conditions; conducting community readiness interviews that were evaluated and rated by the Oregon SPF SIG evaluation team; and a County strategic plan was developed. Two task forces have formed to carry out the strategic plan: one task force works with colleges and universities to adopt best practice policies and programs, and foster positive campus norms; the other engages stakeholders in Portland's "nightlife and entertainment district" to reduce over-service and advocate for policies that promote prevention and change community norms.

See Attachment A for the Multnomah County SPF-SIG Logic Model.

Problem Gambling Prevention and Treatment

Multnomah County's Problem Gambling Services are guided by a public health approach that takes into consideration biological, behavioral, economic, cultural, and policy factors influencing gambling and health. Problem Gambling Services incorporate prevention, harm reduction, and outpatient treatment by placing emphasis on quality of life issues for the person who gambles, family members, and communities. In 2011-2012, 292 gamblers enrolled in treatment. As noted, family participation is important and approximately 37 family members enrolled in treatment as well.

Multnomah County has one of the highest rates, per capita 18 years and older, of lottery sales statewide. Approximately 86% of the gambling treatment clients report video poker as their primary gambling activity. Problem gambling

treatment services are closely aligned to the County's Basic Living Needs priority by promoting healthy behaviors. Treatment services include problem gambling assessment, treatment and rehabilitation services delivered on an outpatient basis. The treatment focus is on relieving initial client stress and crisis, supporting the client and family members in treatment, and assisting the family to return to a level of healthy functioning. Problem gambling treatment assists the gambler and family in managing money/finances, rebuilding trust within the family, learning gambling relapse prevention techniques, and maintaining recovery.

Currently in Multnomah County there are four / five contracted problem gambling treatment providers: Cascadia Behavioral Healthcare, In/Act Volunteers of America, Oregon Health Science University's Intercultural Psychiatric Program (OHSU/IPP and the Avel Gordly Center, and Lewis & Clark College. Some of the unique features of the county's gambling treatment program are: 1) In/Act has staff dedicated to serving Latino problem gamblers and their families and focusing on client finding and outreach; 2) OHSU's IPP provides treatment and client finding services for Asian problem gamblers; and 3) Lewis & Clark provides treatment services on Saturday and Sunday and is able to provide services in both Spanish and Korean.

Multnomah County has recently developed a specialized outreach project for Asian problem gamblers utilizing large billboards in Chinese, Korean, Vietnamese, Laotian, and English placed strategically in the Southeast parts of Portland. The use of outdoor advertising directed at a population with multiple languages and multiple cultural barriers to treatment is an untried method of client finding. The early findings from this project will be presented at the National Problem Gambling Conference in July of this year.

Current problem gambling prevention services have primarily focused on information dissemination and education to Latino and Asian populations, including presentations to Asian business groups, Latino high school students, and the production of a culturally-specific Spanish language video for presentations to Latino families, in addition to the activities introduced at Home Forward sites mentioned above. Future problem gambling prevention contracts will be determined by the upcoming RFPQ – see below.

Multnomah County will soon be conducting a Request for Programmatic Qualifications (RFPQ) procurement of Problem Gambling Prevention and Treatment Services to qualify providers for new multi-year contracts starting in

fiscal year 2013-2014. The RFPQ will reflect new Oregon Administrative Rules (OARs) aligning problem gambling prevention with substance abuse prevention research, strategies and requirements. Problem gambling prevention process objectives (outputs) and outcomes will be developed for prevention contract(s) awarded following the procurement process. (Problem gambling treatment providers will be awarded contracts after the procurement/allocation process.)

Early intervention

Mental Illness:

Mental health consultants from Multnomah County work with early childhood care and education settings located in Multnomah County. They provide a comprehensive continuum of culturally competent services to poverty level, at-risk children and families to promote positive emotional, relational development of children up to age 6.

Services include early childhood classroom consultation, child mental health assessment and family centered treatment, family mental health services, child specific consultation with early childhood educators, triage and referral, and parent support and education, including parenting groups. Through this program Spanish-speaking parenting and counseling services are provided to Hispanic families at Portland Public Schools Head Start, Migrant Head Start, Albina Head Start, and Mt Hood Head Start.

The Early Assessment and Support Alliance (EASA) is an early psychosis intervention program addressing the needs of young persons aged 15-25 who demonstrate initial symptoms of psychosis, with the goal of managing long-term problems and consequences. EASA offers formal psychiatric treatment services as well as vocational and educational support, and involves the young person's family in treatment.

Treatment and recovery

Multnomah County provides a broad continuum of treatment options based on individual need. Services include school-based mental health, clinic-based outpatient services, intensive care management, chemical dependency

residential treatment, transitional housing, supported employment, wraparound, supportive housing, forensic diversion and specialty courts. The Community Court at Bud Clark Commons is the first of its kind in the nation.

Forensic and hospital diversion programs were designed to alleviate the backup at the state hospital. They also divert from inappropriate incarceration. These programs connect us to our community partners: community justice, judges, probation officers, district attorneys and public defenders.

Detoxification and supportive housing are two vital steps to working towards long-term recovery and stability. Detoxification, a medically monitored inpatient service in Multnomah County, is the primary entrance point into addiction services for many low-income individuals who are facing a severe addiction. Individuals receive prescribed medication to ease withdrawal symptoms and acupuncture to reduce physiological stress so they are more likely to complete the process.

The detoxification program includes an integrated medical clinic with primary care and dual-diagnosis services. There are approximately 2,400 admissions to detoxification annually. Detoxification prepares individuals for further alcohol and drug treatment and connects them to other services needed to resolve their homelessness and health issues.

Supportive housing is available for people who are homeless addicts who have completed detoxification and are continuing treatment. Supportive housing greatly increases post-detoxification treatment retention rates and promotes recovery. Supportive housing for individuals who are homeless addicts is one of the vital steps to working towards long-term recovery and stability. After detoxification, supportive housing addresses two interwoven challenges: without housing, individuals lack the stability necessary to address the problems that lead to homelessness, and without supportive services, the individual is likely to remain homeless due to unaddressed addiction issues.

Supportive housing is an evidence-based, low cost resource when compared to inpatient hospitalization or adult residential treatment and allows Multnomah County to provide less restrictive/expensive outpatient treatment while the individual is in supportive housing. Findings from a 2006 study of adults who are homeless in Portland showed a 36% reduction in community cost when supportive housing is provided. Benefitting from both clinical and housing

support, individuals move from active addiction, through treatment and into the recovery community; and from homelessness through supportive housing and into permanent housing.

The Family Involvement Team (FIT) is a collaborative effort with the State Department of Human Services/Child Welfare, Multnomah County alcohol and drug treatment providers, Multnomah County social service agencies, and the Family Dependency Court for parents identified by the State who are at risk of losing their children as a result of alcohol and drug abuse. This is an intervention project for Adoption and Safe Families Act (ASFA).

The team works with affected parents to remove barriers and to assist them in entering and engaging in addictions treatment. Support services include intensive case management, family therapy and supportive wrap-around services. By accepting services, parents are demonstrating to the State Department of Human Services (DHS) Child Welfare that they recognize that drugs or alcohol are affecting their abilities to parent effectively and are willing to take steps to become successful parents. In 2012-13, FIT connected 445 parents with addictions treatment as expeditiously as possible.

The Family Alcohol and Drug-Free Community Network (FAN) is a collaboration of community providers who serve indigent or homeless families who are in need of long-term alcohol and drug-free housing. These housing communities provide a clean, safe, and sober living environment in which parents can raise their children while new recovery principles are reinforced. FAN agencies provide supportive services to their clients, such as locating suitable housing, providing rent assistance, payment of move-in costs, equipping the housing unit, providing assistance with housing maintenance, family mentoring, case management, childcare, and transportation.

Recovery Community Services help to prevent relapse and promote long-term recovery. Multnomah County uses a peer delivered services model to help individuals in their community maintain recovery and gain overall wellness. Peer delivered services are support services from people who share the experiences of addiction and recovery. Peer Support Specialists assist the recovery process by guiding individuals to an array of agency or community-based services that are designed to support the needs of individuals and families.

This model recognizes that those individuals in recovery, their families, and their community allies are critical resources that can effectively extend, enhance, and improve formal treatment.

Multnomah County helps to fund a Community Center with the goal of promoting continued recovery and an enhanced quality of life for participants by providing an alcohol- and drug-free environment in which people can socialize, build personal support systems, and develop collaborative partnerships in the community in which they live. Learning new social and recreational skills and feeling a sense of belonging can be important in helping the recovering person form a new personal identity structured around health and wellness rather than alcohol and drugs.

Crisis and respite services

Multnomah County maintains a strong mental health crisis infrastructure that includes urgent walk-in, mobile crisis, crisis assessment and treatment center, crisis respite, inpatient hospitalization, and a 24/7 call center that acts as the 'hub' of the system. In addition to taking crisis calls from the community, the call center staff answers lines dedicated to the police and 9-1-1.

Staffed 24 hours a day, seven days a week by Multnomah County mental health professionals, the Call Center is a crisis line and a dispatcher for the Mobile Crisis Outreach Team. In 2012, they responded to more than 67,000 callers.

The county's Urgent Walk-in Clinic is open seven days a week from 7:00 a.m. to 10:30 p.m. to see individuals and families who are in crisis and need an urgent appointment with a mental health professional.

For individuals not appropriate for crisis respite but not ill enough for hospitalization, the Crisis Assessment and Treatment Center (CATC) is available for crisis stabilization in a secure setting. Peers, medical and mental health professionals are on staff at the site.

Services available to required populations and specialty populations

Multnomah County makes a complete continuum of services available based on the individual level of need. Please see Attachment A for a list of services available to required and specialty populations.

Activities that support individuals in directing their treatment services and supports

Multnomah Wraparound provides 325 screenings on children per year for intensive service array level care and provides wraparound team facilitation and care coordination for up to 129 children/youth with severe mental health needs who are involved in at least two other systems. This includes forming and facilitating Child and Family Teams to develop a single plan of care with blended resources. The plan of care is family-guided, culturally competent, multidisciplinary and includes natural supports to help children stay with family, in the community, in school and out of trouble.

Multnomah County, in its role as Health Share / Multnomah Mental Health, funds a variety of peer-directed programming delivered by NAMI Multnomah, including Peer to Peer classes and Peer Support Specialist training. Multnomah Mental Health also contracts with NAMI for Family System Navigators, peers/family members who assist children and families negotiate the mental health system.

Multnomah Mental Health provides a peer-run ICCD clubhouse featuring supported-employment. The clubhouse, Northstar, is operated by NAMI Multnomah.

In addition to its work with NAMI, Multnomah Mental Health and Multnomah County LMHA contract with Luke-Dorf for recovery planning/support brokerage services. Luke-Dorf assists individuals in developing a vision for their future through a person-directed plan. That plan is used to create a goal attainment plan addressing six categories: personal health, environment, hobby development, productivity, spirituality, and relationship. Individuals receive a small fund to help them attain their goals.

Multnomah County LMHA also contracts with Luke-Dorf to provide Recovery Planning/Sustainable Housing Peer Brokerage Supports to state funded adults and transition aged youth. These services help individuals successfully transition to independent and supported community housing.

b) List the roles of the LMHA and any sub-contractors in the delivery of addictions and mental health services.

Please see Attachment B for a list of all services provided by LMHA and all sub-contractors of LMHA.

c) Describe how the LMHA is collaborating with the CCOs serving the county.

Multnomah County is actively involved as a founding member of Health Share of Oregon. Leaders and key staff participate on multiple work groups to address areas where the LMHA and the CCO can work together to provide high quality care for the shared community.

Multnomah County has county representatives on both the Health Share and Family Care community advisory councils to ensure collaboration on the community needs assessment.

Health Share of Oregon committees and work groups with LMHA representation:

- Care Management Workgroup
- Behavioral Health Steering Committee
- Crisis System Workgroup
- Quality and Performance Workgroup
- Delivery System Management sub-group
- Mental Health, Addiction, and Primary Care Workgroup
- Cultural Competence Workgroup

In addition to planning and implementation workgroups, Multnomah County is part of the CMMI grant that involves Health Share member partners Clackamas and Washington counties, Providence, and CareOregon. The Intensive Transition Team offers short-term intensive services to Health Share members transitioning out of acute care settings, connection to community-based care, and, community-based outreach and engagement.

-
- d) List the Mental Health Advisory Council and the Local Alcohol and Drug Planning Committee (LADPC) Members, including their stakeholder representation.
-

Please see Attachment C for a list of the advisory council membership.

2. Community Needs Assessment – Deferred

- a) Describe the community needs assessment process, including the role of peers and family members in the design and implementation of the process.*
 - b) Describe how data from the community needs assessment is used to evaluate prevalence, needs and strengths in the local service system.*
 - c) How does the community needs assessment process include feedback from advisory and quality improvement groups? Please identify the specific groups.*
-

3. Strengths and Areas for Improvement - Deferred

Part II: Performance Measures

Describe findings from any current data available in applicable areas, as well as describe a plan for addressing the performance measures in planning, development and delivery of services and supports.

Please see attachment D and E.

Part III: Budget Information

Budget information includes planned use of all flexible funding included in the contract and planned use of beer and wine tax funds and funds specifically allocated for problem gambling and prevention and substance abuse prevention.

Please see attachment F.

Additional Information

- a) What are the current/upcoming training and technical assistance needs of the LMHA related to system changes and future development?

We will have a better understanding of our needs after the community needs assessment and performance measures are complete.

Examples of assistance needs we can identify currently:

- Treat to target for behavioral health
- Identification and care management of high-risk populations
- Mental Health First Aid
- Non-traditional workforce training

LOGIC MODEL: Multnomah County

The Oregon Target:

High-risk Drinking among Young Adults

- Any use of alcohol by 18 to 20 year olds
- Binge drinking by 18-25 year olds
- Heavy drinking by 18-25 year olds

What are the problems it is causing in the community?

Consequences

Alcohol abuse or dependence among 18-25 year olds in Multnomah County:

16.4% of 18-25 year old adults are alcohol dependent

What are we trying to fix?

Consumption Patterns

High risk drinking in Multnomah County:

21.8% male binge drinkers

14% female binge drinkers

7% male heavy drinkers

8.2% female heavy drinkers

Why does this happen?

Community Norms

Criminal Justice/ Enforcement

Retail Availability

But why here and now?

Misperception of consumption rates among college students 18% perceived daily use vs. 3% actual daily use (PSU NCHA).

Alcohol licenses on campus and alcohol served at campus events

Visible intoxication and high rates of calls for service to police for alcohol related crime in Portland's Entertainment District

Multnomah County has higher than the state average consumption rates but lower MIP, DUII and Liquor Law Adult Arrest rates, indicating low enforcement

The large number of outlets catering to young adults in the Entertainment District tax OLCC and PPB resources

State laws regarding alcohol licensees prevent local jurisdictions from penalizing bars/nightclubs that are over-serving.

State laws prohibit local jurisdictions from placing limits on alcohol outlet density, price and promotion

Retailers cater to 18-25 high risk drinkers

3.6 outlets per 100 young adults (vs. 2.8 state average)

How do we fix it?

Engage students in social norms campaign

Review and improve campus policies, including on site alcohol service and promotion

Policy/zoning changes and campaign to create a safer and healthier norm in Portland's Entertainment District

Support increased OLCC and police enforcement in Portland's Entertainment District

Garner community support for increased enforcement

Advocate for policy changes that clearly define alcohol licensee violations and penalties.

Increase over-service education for servers

Advocate for policy change to allow local control over alcohol outlet density and price, promotion and products (alcohol impact area)

Advocate for increased education and certification requirements for servers to include over-service education.

120 of 225

Reductions in consequences & consumption ≈ **objectives**

Reductions in specific measures of consequences & consumption ≈ **outcomes**

Category	Services funded via CFAA in whole or part	Provided to Required and/or Specialty Population*	LMHA provides directly	LMHA provides via subcontractor
Mental Health Promotion	Regular outreach by EASA and Crisis Call Center staff at community events and conferences	Specialty	X	
	Addiction prevention services.	Specialty		X
Mental Illness, Substance Abuse and Problem Gambling Prevention	Mental Health Crisis Call Center Billboards	Specialty	X	X
	Problem Gambling Billboards	Specialty	X	
	Substance Abuse Prevention	Specialty		X
	Problem Gambling Prevention	Specialty		X
Early Intervention	Early Assessment and Support Alliance	Required	X	
	Early Childhood Mental Health/ Head Start	Required, Specialty	X	
	School-based mental health	Required, Specialty	X	
Treatment and Recovery	Detox and Detox Supportive Housing	Required, Specialty		X
	Outpatient Mental Health Treatment			X
	Outpatient Alcohol and Drug Addiction Treatment	Required, Specialty		X
	Outpatient Problem Gambling Treatment	Required, Specialty		X
	Supported Employment	Specialty		X
	Intervention project for ASFA Act (Family Involvement Team)	Required, Specialty		X
	Alcohol and drug-free Housing (Family Alcohol and Drug-Free Community Network)	Required, Specialty		X
	Mental health services to aged	Required, Specialty		X
	Residential addiction treatment and housing for dependent children	Required, Specialty		X
	Coordinated Diversion (370 Program, Mental Health Court, Community Court)	Required, Specialty	X	

	State Waitlist Reduction Project	Required, Specialty		X
	Housing for mentally ill homeless	Required, Specialty		X
Crisis and Respite	24/7 Crisis Services	Required, Specialty	X	X
	Commitment Services	Required, Specialty	X	
	Inpatient	Required, Specialty		X
	Sub-acute	Required, Specialty		X
	Respite	Required, Specialty		X
Activities supporting individuals in self-directed treatment and supports	Multnomah Wraparound	Specialty	X	
	Supported Housing Peer Brokerage	Required, Specialty		X

* Populations defined in the Federal Block Grant

Required:

- Children with Serious Emotional Disorders (SED)
- Adults with Serious Mental Illness (SMI)
- Persons who are intravenous drug users
- Women who are pregnant and have substance use and/or mental health disorders
- Parents with substance use and/or mental health disorders who have dependent children
- Persons with tuberculosis
- Persons with or at risk for HIV/AIDs and who are in addiction treatment

Specialty:

- Adolescents with substance use and/or mental health disorders
- Children and youth who are at risk for mental, emotional and behavioral disorders, including, but not limited to addiction, conduct disorder and depression
- Military personnel (active, guard, reserve and veteran) and their families
- American Indians/Alaskan Natives
- Persons with mental health and/or substance use disorders who are homeless or involved in the criminal or juvenile justice system

- Persons with mental health and/or substance use disorders who live in rural areas
- Underserved racial and ethnic minority and lesbian, gay, bi-sexual, transgender or questioning (LGBTQ) populations
- Persons with disabilities
- Community populations for environmental prevention activities, including policy changing activities, and behavior change activities to change community, school, family and business norms through laws, policy and guidelines for enforcement.
- Community settings for universal, selective and indicated prevention interventions, including hard-to-reach communities and 'late' adopters of prevention strategies.

Advisory Membership Roster (AMHSAAC and LADPC)

AMHSA Membership Roster May 2012

Executive Committee Co-Chairs (2)	Term Exp. Date	Email Address	Mailing Address	Phone
Kevin Bowers	May 2014	kevin.bowers@multco.us	2205 NE Columbia Blvd Portland, OR 97211	(503) 988-4428
Amy Anderson	May 2014	Advocate55@comcast.net	3735 SE Sherman St., Portland, OR. 97214	(503) 230-6936
Executive Committee Secretary (1)	Term Exp. Date	Email Address	Mailing Address	Phone
Ann Kasper	May 2014	bluepacem@gmail.com	628 NE Sacramento Portland, OR 97203	(503) 287-4124
Executive Committee Members at Large (4)	Term Exp. Date	Email Address	Mailing Address	Phone
Debra "Tess" Hubbard	May 2014	dfhubbard@lycos.com dfhubbard@freegeek.org	PO Box 14542 Portland OR, 97293	(503) 946-5017 VM only
Essie Morphis	May 2014	faithmor7@yahoo.com	PO Box 11721 Portland, OR 97207	(503) 282-0823

Advisory Membership Roster (AMHSAAC and LADPC)

Patricia Backlar	May 2014	backlarp@pdx.edu	PSU -- Philosophy Department, PO Box 751, Portland OR 97207	C-(503) 703-4405 LL-(503) 725-3499
Ryan Hamit	May 2014	garlingtontrust@gmail.com	920 NW Kearny St. #221, Portland, OR 97209	(503) 525-2890
AMHSAAC CONSUMERS SURVIVORS (11)	Term Exp. Date	Email Address	Mailing Address	Phone
Vacant				
Amy Anderson	May 2014	Advocates55@comcast.net	3735 SE Sherman St., Portland, OR. 97214	503-230-6936
Angel, Barbara Consumer	May 2013	Barbaraangel2@gmail.com	4249 N Alaska St #107 Portland, OR 97203	503-240-7258
Biggs, Ken	May 2014	Kennethbiggs1953@yahoo.com	8 NW 8 th Ave, #719 Portland, OR. 97209	971-295-1984
Hamit, Ryan Consumer	May 2014	garlingtontrust@gmail.com	920 NW Kearny St. #221 Portland, OR 97209	503-525-2890
Hubbard, Debra Consumer/Advocate	May 2014	dfhubbard@lycos.com	Po Box 14542 Portland, OR 97293	503-946-5017

Advisory Membership Roster (AMHSAAC and LADPC)

Henderson, Scott	May 2013	No email	506 NW 5 th Portland OR 97209	503-891-7128
Kasper, Ann Consumer/Advocate	May 2014	bluepacem@gmail.com	628 NE Sacramento Portland, OR 97212	503-287-4124
Morphis, Essie Consumer	May 2014	faithmor7@yahoo.com	PO Box 11721 Portland, OR 97218	503-282-0823
Shumway, Wendy	May 2014	Wendy2work@yahoo.com	204 SW 8 th , #709 Portland, OR. 97205	503-490-1959
Waite, Sue Family/ Advocate	May 2014	suewaite@juno.com	7205 SE 68TH Ave. Portland OR 97206	503-774-6260
AMHSAAC FAMILY/ADVOCATES (6)	Term Exp. Date	Email Address	Mailing Address	Phone
Arnold, Stephen	May 2014	Stephen.arnold@comcast.net	7140 N Alta Ave. Portland, OR. 97203	415-203-4319
Backlar, Trish Family/Advocate	May 2014	backlarp@pdx.edu	PSU – Philosophy Dept. PO Box 751 Portland, OR 97207	503-725-3499
Tran, Tam An Advocate	May 2014	patience.loowit2008@yahoo.com	7339 N Willamette Blvd Portland, OR 97203	503-866-7974

Advisory Membership Roster (AMHSAAC and LADPC)

Kennedy, Patricia NAMI	May 2014	pfkennedy.home@gmail.com	715 SE 60th Avenue, #1 Portland OR 97215	206-795-8016
Taylor, Victoria	May 2014	Veronica.Lord99@yahoo.com	309 SW 4 th Ave. Portland, OR. 97204	971-340-8774
Wilder, Nan	May 2013	nanwilder@gmail.com	1040 NW 10th Ave 410 Portland, OR 97209	503-236-6828
Public Service Representatives (9)	Term Exp. Date	Email Address	Mailing Address	Phone
Jay Auslander Cascadia MH Crisis Response System	May 2014	jay.auslander@cascadiabhc.org	Cascadia Behavioral HealthCare	503-238-0769
Bowers, Kevin DCJ	May 2014	kevin.bowers@multco.us	2205 NE Columbia Blvd Portland, OR 97211	503-988-4428 x84428
Brayden, Margaret NAMI	May 2014	mbrayden.nami@gmail.com	Deputy Director NAMI Multnomah 524 NE 52 nd Ave Portland, OR 97213	503-203-3391
Gerritsen, Liesbeth MH/A&D Portland Police Bureau	May 2014	Liesbeth.Gerritsen@portlandoregon.gov	CIT Coordinator Portland Police Bureau 7214 N. Philadelphia Portland, OR 97203	503-823-0183
Fisher, Erin Luke-Dorf Inc	May 2014	Efisher@luke-dorf	11895 SW Greenburg Rd. Tigard, OR. 97233	503-726-3762

Advisory Membership Roster (AMHSAAC and LADPC)

Goforth, Sarah Central City Concern	May 2014	sarah.goforth@ccconcern.org	412 SW 12th Ave. Portland, OR 97205	503-525-8483
Raczko, Maureen Multnomah County Sherriff	May 2014	maureen.raczko@mcso.us	1120 SW 3rd Ave. Portland OR, 97204	(503)988-3205
Oyemaja, Julie Multnomah County Health Department	May 2014	Julie.OYEMAJA@multco.us	426 SW Stark Portland, OR. 97204	503-988-3663 ext 22581
Lana Winnie Lifeworks NW	May 2014	lanaw@lifeworksnw.org	400 NE 7th Street Gresham, OR 97030	503-661-5455 x 129

Attachment D | Multnomah County 13/15 Biennial Implementation Plan
Performance Measures

AMH will identify performance measures and provide baseline data for several of the measures as it becomes available. LMHAs are required to describe findings from any current data they have available in applicable areas, as well as describe a plan for addressing the performance measures in planning, development and delivery of services and supports.

Performance Measure	Data Currently Available	Current Measures (if available)
a) Access/Number of people served	Total Crisis System Contacts	FY 12: 72,568 (number includes all sources of funding)
	Number of uninsured indigent adults admitted to sub-acute	FY 12: 243
	Number of holds investigated	FY12: 4,736
	Number of Commitments monitored	FY12: 643
	Number of Clients Served in AMHI	FY12: 550
	Total children receiving outpatient services	FY12: 4,662 (number includes all sources of funding)
	Number of unique children screened for mental health Integrated Service Array eligibility	FY12: 309 (number includes all sources of funding)
	Total unduplicated children receiving school-based mental health services	FY12: 1,152 (number includes all sources of funding)
b) Initiation of treatment services	N/A	
c) Treatment service engagement – Minimum frequency of contact within 30 days of initiation	N/A	

Performance Measures

d) Facility-based care follow up - % of individuals with follow up visit within 7 days after (1) hospitalization for mental illness; or (2) any facility-based service defined as 'residential'.	N/A	
e) Readmission rates 30 and 180 day: (1) Hospitalization for mental illness; or (2) any facility-based service defined as 'residential'.	N/A	
f) Percent of participants in ITRS reunited with child in DHS custody	N/A	
a) Percent of individuals who report the same or better housing status than 1 year ago.	N/A	
b) Percent of individuals who report the same or better employment status than 1 year ago.	N/A	
c) Percent of individuals who report the same or better school performance status than 1 year ago.	Percentage of children receiving school based mental health services showing improved school behavior & attendance	FY12: 91.4%
d) Percent of individuals who report decrease in criminal justice involvement.	N/A	

e) Stay at or below a target ADP of individuals for which the county is responsible in the state hospital psychiatric recovery program.	N/A Source data from Oregon Health Authority	
f) Maintain an average length of stay on the OSH ready to transition list at or below a pre-determined target	N/A Source data from Oregon Health Authority	
g) Each LMHA will complete a minimum of 80% of approved prevention goals and objectives.	Data source: Prevention Minimum Data Set and prevention subcontractor reports	Prevention Annual Report process objectives (outputs), outcomes and qualitative narratives. See attached Substance Abuse Prevention Goals & Outcomes table.
2) Plans to Incorporate Performance Measures		
<p>a) Describe the LMHA plan to actively incorporate the performance measures into planning, development and administration of services and supports:</p> <p>Multnomah County gathers available performance measure data throughout the year and reports to the Board of County Commissioners as part of the county's budgeting process. Information and performance goals inform procurements we release to the provider system.</p> <p>On a daily basis, we use performance data to monitor the system we manage. We make adjustments where needed and at the appropriate level – system or program-specific. Additional measures developed as the result of transformation, and new data accessible through COMPASS ,will be added to existing information to continually improve our work in achieving the triple aim.</p>		

Oregon Health Authority
Addictions & Mental Health Division
Multnomah County Biennial Implementation Plan
Prevention Program Outcomes Goals

Based on July 1, 2011 - June 30, 2012 Annual Report

Program	All Proposed Outcomes for this Program (Process, Attitudinal, Educational and Behavioral Outcomes)	
Prevention at Public Housing After-school program at Home Forward (formerly Housing Authority of Portland) sites, providing afternoon and evening on-site homework help, socializing and skill-building activities to youth who live in public housing. Includes tutoring, parent education and family-support home visits.	#1-10 Prevention at Public Housing* 1-P Serve a minimum of 200 unduplicated youth with structured activities, including but not limited to activity nights, family sessions, and individualized services. * Reflects Volunteers of America (VOA) response to Housing Authority of Portland (HAP -- now Home Forward) procurement effective 8/1/2010.	
	2-P Identify and engage 30 families per year in individualized Core Group services, including home visits. Families included will be those with youth identified as showing risk factors such as falling grades and behavioral problems at school and/or in the community.	
	3-P Provide at least three 6-week classes of family engagement/education programs, collaborating with residents to design a program that best fits their needs and preferences.	
	4-P Involve families in planning and development of the prevention program design and/or in implementation of the family engagement/education program.	

Program	All Proposed Outcomes for this Program (Process, Attitudinal, Educational and Behavioral Outcomes)	
	5-B 75% of youth served [by structured activities] will show positive outcomes and/or interactions with community and/or school as a results of participation as measured by self-report and parent report.	
	6-E 75% of Core Group youth with academic problems will increase academic performance as measured by self-report and parent report.	
	7-B 75% of Core Group youth with behavioral problems will show a decrease in behavioral problems at home and/or in school as measured by youth and parent self-report.	
	8-B 75% of families involved in Core Group services will report improvement in behavior problems at home and/or at school as measured by youth and family self-report.	
	9-E At least 40% of families will attend and complete one class consisting of 6 weekly sessions of a family engagement/education program.	
	10-B At least 20% of families at each site will take part in planning and development of the program design and/or in implementation of the family engagement/education program at their site.	
County Prevention Coordinator	#11-13 County Prevention Coordinator Minimum Data Set Reportable Outcomes	
OAR # 415-056-0045 Staff Requirements The substance abuse and/or problem gambling prevention program must be administered by a qualified Coordinator, a Certified Prevention Specialist (CPS).	11-P Prevention planning and implementation. Prevention procurement development.	

Program	All Proposed Outcomes for this Program (Process, Attitudinal, Educational and Behavioral Outcomes)	
Employed more than .50 FTE. Responsible for: development, monitoring and oversight of the Prevention Implementation Plan; implementation of the defined strategies; management of program staff; administration of funds; accountable for the oversight and quality of prevention services; and supervision of other staff related to their skill level with the goal of achieving the objectives of the prevention program and assisting staff to increase their knowledge, skills and abilities.	12-P Provide technical assistance on prevention work plan development, grant opportunities, Minimum Data Set training and reporting, and provider annual reports.	
	13-P Provide prevention technical assistance to community coalitions.	
Problem Gambling Prevention objectives and outcomes will be determined following the upcoming Problem Gambling Prevention and Treatment Request for Programmatic Qualifications (RFPQ) Procurement, provider selection, and contract negotiation.		

Local Mental Health Authority
Biennial Implementation Plan (BIP)
Planned Expenditures 2013 - 2015 (Based on historical allocation)

Budget Period: 7/1/2013 through 6/30/2015

Date Submitted:

			AMH Flex Funding*	Local Beer and Wine Tax	County GF	Other (Medicaid, Federal grant, revenue agreements, etc.)	Other CFAA Service Element	Total	Carry- over Amount
Category (as defined in the CFAA)	Sub-Category	Population							
Behavioral Health Promotion and	Distinct from treatment. Focus on changing common influences on the development of individuals.								
	Mental Health								
		Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Alcohol and Other Drug								
		Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	25086 Addiction Services Alcohol & Drug Prevention	Youth	\$453,518.00	\$0.00	\$0.00	\$0.00	\$185,386.00	\$638,904.00	\$0.00
	Problem Gambling 25086 Problem Gambling Prevention		\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00	\$0.00
Outreach (Early Identification and Screening, Assessment and Diagnosis)	Partner with HC and social service partners who provide screenings for BH conditions. Facilitate access to services. Identify individuals with BH & PH conditions. Assess/diagnosis to guide services & supports for BH and PH conditions.								
	Mental Health: Early Assessment and Support Alliance, Early Childhood, Head Start, and CARES NW								\$0.00
		Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children, Youth, Families	\$1,157,491.00	\$0.00	\$3,225,338.00	\$20,902,674.00	\$1,668,638.00	\$26,954,141.00	\$0.00
	Alcohol and Other Drug								
		Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Initiation and Engagement	Promote initiation and engagement of individuals.								

Multnomah County Biennial Implementation Plan Attachment F

	Mental Health								
		Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Alcohol and Other Drug								
		Adults	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Therapeutic Interventions (Community-based Outpatient, Crisis, Pre-Commitment, Acute Care, PSRB and JPSRB)	Condition management, general outpatient services, MAT for MH and A&D, Detox for A&D and Gambling, meaningful individual and family involvement, services delivered by peers.								
	Mental Health: School-based mental health, Crisis services, Adult Sub-acute, Crisis respite, Acute Care, Pre-Commitment Services, Residential (including PSRB), AMHI, Coordinated								
		Adults	\$19,177,244.00	\$0.00	\$7,288,684.00	\$52,317,196.00	\$21,359,726.00	\$100,142,850.00	\$0.00
		Children	\$1,538,736.00	\$0.00	\$1,001,990.00	\$993,670.00	\$0.00	\$3,534,396.00	\$0.00
	Alcohol and Other Drug								
	25080 Adult Treatment Continuum, 25090 Detoxification & Post-Detox Housing, 25094 Family & Youth Continuum, 25098 Family Involvement Team	Adults	\$5,734,956.00	\$1,090,600.00	\$6,570,618.00	\$0.00	\$10,088,324.00	\$23,484,498.00	\$0.00
		Children	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	25094 Family & Youth Continuum	Youth	\$1,244,194.00	\$49,400.00	\$268,558.00	\$0.00	\$0.00	\$1,562,152.00	\$0.00
	Problem Gambling: 25085 Problem Gambling Treatment		\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400,000.00	\$0.00
Continuity of Care and Recovery Management	Coordinate/facilitate access to housing and community supports, facilitate access to appropriate levels of care and coordinate management of services, continuous case management, monitor recovery & stabilization, engagement, transition planning.								
	Sustainable Housing Brokerage Services	Adults, Youth	\$302,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302,260.00	\$0.00

Multnomah County Biennial Implementation Plan Attachment F

	Mental Health: Multnomah Wraparound		\$257,052.00	\$0.00	\$0.00	\$3,561,650.00	\$0.00	\$3,818,702.00	\$0.00
	Alcohol and Other Drug 25080 Adult Treatment Continuum, 25098 Family Involvement		\$1,011,006.00	\$60,000.00	\$1,317,936.00	\$0.00	\$0.00	\$2,388,942.00	\$0.00
	Problem Gambling		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Peer-Delivered Services	No description.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A&D Specific Administration	25086 Addiction Services Alcohol & Drug Prevention; 25085 Problem Gambling; 25094 Family & Youth TX Continuum; 25098 FIT		\$354,704.00	\$0.00	\$0.00	\$0.00	\$199,318.00	\$554,022.00	\$0.00
Overall Division and Mental Health Specific	MHASD Administration, Medical Records, QM and Protective Services		\$1,489,622.00	\$0.00	\$3,826,166.00	\$5,862,504.00	\$782,120.00	\$11,960,412.00	\$0.00
Other (Include Description)			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$34,240,783.00	\$1,200,000.00	\$23,499,290.00	\$83,637,694.00	\$34,283,512.00	\$176,861,279.00	\$0.00

*AMH Flex Funding includes
State General Fund, State Beer
and Wine Tax, Lottery Funds,
SAPT Block Grant and Mental
Health Block Grant

**Note: This chart does not reflect programs in the system
of care that have no state funding.**

Special Funding Allocation			
Area	Allocation/Comments	Review	
		Yes	No
a) Maintenance of Effort attestation for Beer and Wine Tax funding of addictions prevention and treatment services.	\$9,357,112 In accordance with ORS 430.345 to 430.380, Multnomah County shall maintain its 2013-15 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for 2011-13 unless Multnomah County requests a waiver of all or part of the financial contribution from OHA.		
b) Use of lottery funds allocated for Problem Gambling prevention and treatment.	\$1,520,000		

Multnomah County Biennial Implementation Plan Attachment F

c) Use of funds allocated for alcohol and other drug use prevention.	\$1,025,000		
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**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT D-1

FINANCIAL ASSISTANCE AWARD

CONTRACTOR: _____ AGREEMENT #: _____

DATE: _____ REFERENCE #: _____

PROGRAM AREA:

<u>Part</u>	<u>Start/End Dates</u>	<u>Client Code</u>	<u>Approved Service Funds</u>	<u>Approved Start-up</u>	<u>Serv. Units</u>	<u>Unit Type</u>	<u>EXHIB B2 Codes</u>	<u>Spec Cond #</u>
_____	_____	_____	_____	_____	_____	_____	_____	_____

SE#: _____

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
2013-2015

CONTRACTOR: MULTNOMAH COUNTY
DATE: 05/16/2013

Contract#: 141423
Reference#: 001

ALCOHOL AND DRUG SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SE# 60 A&D-SPECIAL PROJECTS								
A	7/2013- 6/2014	N/A	\$247,030	\$0	0.	NA	N/A	A0001 1
A	7/2014- 6/2015	N/A	\$247,030	\$0	0.	NA	N/A	A0001 1
C	7/2013- 6/2014	N/A	\$180,000	\$0	0.	NA	N/A	A0001 2
SUBTOTAL SE# 60			\$674,060	\$0				
SE# 61 ADULT ALCOHOL/DRUG RES TMNT								
A	7/2013- 6/2014	N/A	\$62,415	\$0	730.	CSD	61A	A0001 4
A	7/2013- 6/2014	N/A	\$1,740,781	\$0	20360.	CSD	N/A	A0001 3
SUBTOTAL SE# 61			\$1,803,196	\$0				
SE# 62 DEPENDENT RESIDENTIAL								
A	7/2013- 6/2014	N/A	\$245,718	\$0	8030.	CSD	N/A	A0001 5
A	7/2013- 6/2014	N/A	\$55,845	\$0	1825.	CSD	N/A	A0001 6
SUBTOTAL SE# 62			\$301,563	\$0				
SE# 67 A&D RESIDENTIAL CAPACITY								
C	7/2013-12/2013	N/A	\$531,584	\$0	0.	NA	N/A	A0001 7
C	7/2013-12/2013	N/A	\$66,240	\$0	0.	NA	N/A	A0001 8
SUBTOTAL SE# 67			\$597,824	\$0				
TOTAL SECTION 1			\$3,376,643	\$0				

TOTAL AUTHORIZED FOR ALCOHOL AND DRUG SERVICES

\$3,376,643

TOTAL AUTHORIZED FOR THIS FAAA:

\$3,376,643

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MULTNOMAH COUNTY
DATE: 05/16/2013

Contract#: 141423
REF#: 001

REASON FOR FAAA (for information only):

The Financial Assistance Award is for Alcohol or Other Drug Abuse Treatment within the Governor's 2013-2015 Balanced Budget (GBB). Additional funding categories have been moved out of individual Service Elements and into MHS 37-Flexible Funding in this Agreement. Medicaid-eligible Alcohol and Drug Residential Treatment services were moved to the Coordinated Care Organizations (CCO) beginning July 1, 2013. Residential Capacity, A&D 67, will be funded as lump sum payments for six-month intervals pending being moved to the CCOs. Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2013-2015 Budget, at the level proposed in the Governor's Balanced Budget or higher.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0001 1 A) These funds are awarded for the special project described in Exhibit 60-Housing Assistance. B) The expenditure of financial assistance awarded for this special project must result in the delivery of at least 1,200 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 during a particular year, in an amount averaging more than \$912 per individual per month for both rental assistance and housing coordination services.

A0001 2 A) These funds are awarded for the special project described in Exhibit A&D 60-Strategic Prevention Framework (SPF). B) The financial assistance awarded for A&D 60-Strategic Prevention Framework (SPF) will be disbursed in substantially equal quarterly allotments.

A0001 3 The rate for A&D 61 is \$85.50 per CSD (Client Service Day), with total financial assistance not to exceed the total amount awarded on this line.

A0001 4 A) The rate for A&D 61A is \$85.50 per CSD (Client Service Day), with total financial assistance not to exceed the total amount awarded on this line.

A0001 5 The rate for A&D 62 is \$30.60 per CSD (Client Service Day), with total financial assistance not to exceed the total amount awarded on this line.

A0001 6 A) These funds are for A&D 62 services for the Intensive
141423 Multnomah County

Treatment and Recovery Services (ITRS) B) The rate for A&D 62 is \$30.60 per CSD (Client Service Day), with total financial assistance not to exceed the total amount awarded on this line.

A0001 7 The financial assistance subject to this special condition will be disbursed to County in one lump sum after the later of the date of the Agreement or the date of the amendment that awards the financial assistance.

A0001 8 A) The financial assistance subject to this special condition will be disbursed to County in one lump sum after the later of the date of the Agreement or the date of the amendment that awards the financial assistance. B) These funds are for A&D 67 services to be passed through to DePaul Treatment Center for the capacity portion of their Youth Residential Treatment Services.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part A
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY		CONTRACT#: 141423			
DATE: 05/16/2013		REF#: 001			
SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
60	A&D-SPECIAL PROJECTS	\$0	\$0	\$494,059	\$494,059
TOTAL SE# 60		\$0	\$0	\$494,059	\$494,059
61	ADULT ALCOHOL/DRUG RES TWNT	\$0	\$0	\$62,415	\$62,415
61	ADULT ALCOHOL/DRUG RES TWNT	\$0	\$0	\$1,740,781	\$1,740,781
TOTAL SE# 61		\$0	\$0	\$1,803,196	\$1,803,196
62	DEPENDENT RESIDENTIAL	\$0	\$0	\$301,563	\$301,563
TOTAL SE# 62		\$0	\$0	\$301,563	\$301,563
		\$0	\$0	\$2,598,818	\$2,598,818

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part C
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 05/16/2013

CONTRACT#: 141423

REF#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
60	A&D-SPECIAL PROJECTS	\$0	\$0	\$180,000	\$180,000
TOTAL SE# 60		\$0	\$0	\$180,000	\$180,000
67	A&D RESIDENTIAL CAPACITY	\$0	\$0	\$597,824	\$597,824
TOTAL SE# 67		\$0	\$0	\$597,824	\$597,824
		\$0	\$0	\$777,824	\$777,824

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Summary
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY		CONTRACT#: 141423			
DATE: 05/16/2013		REF#: 001			
SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
60	A&D-SPECIAL PROJECTS	\$0	\$0	\$674,059	\$674,059
TOTAL SE# 60		\$0	\$0	\$674,059	\$674,059
61	ADULT ALCOHOL/DRUG RES TMNT	\$0	\$0	\$62,415	\$62,415
61	ADULT ALCOHOL/DRUG RES TMNT	\$0	\$0	\$1,740,781	\$1,740,781
TOTAL SE# 61		\$0	\$0	\$1,803,196	\$1,803,196
62	DEPENDENT RESIDENTIAL	\$0	\$0	\$301,563	\$301,563
TOTAL SE# 62		\$0	\$0	\$301,563	\$301,563
67	A&D RESIDENTIAL CAPACITY	\$0	\$0	\$597,824	\$597,824
TOTAL SE# 67		\$0	\$0	\$597,824	\$597,824
CONTRACT TOTAL		\$0	\$0	\$3,376,642	\$3,376,642

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
2013-2015

CONTRACTOR: MULTNOMAH COUNTY
DATE: 05/16/2013

Contract#: 141423
Reference#: 002

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
SE# 1 LOCAL ADMIN MENTAL HEALTH SVCS								
A	7/2013-12/2013	N/A	\$23,592	\$0	0.	NA	N/A	M0000 1
A	7/2013-12/2013	N/A	\$41,132	\$0	0.	NA	N/A	M0000 2
A	7/2013-12/2013	N/A	\$16,808	\$0	0.	NA	N/A	M0000 3
A	7/2013-12/2013	N/A	\$19,040	\$0	0.	NA	N/A	M0000 4
SUBTOTAL SE# 1			\$100,572	\$0				

SE# 20 NON-RESIDENTIAL ADULT MH SERV

A	7/2013-12/2013	AGGAME-760923	\$17,490	\$0	0.	NA	N/A	M0000 5
A	7/2013-12/2013	ILLOBE-700324	\$17,490	\$0	0.	NA	N/A	M0000 5
A	7/2013-12/2013	ITTUSA-770701	\$34,950	\$0	0.	NA	N/A	M0000 7
A	7/2013-12/2013	AECAE--790710	\$537	\$0	0.	NA	N/A	M0000 11
A	7/2013-12/2013	N/A	\$2,250	\$0	0.	NA	N/A	M0000 15
A	7/2013-12/2013	N/A	\$10,622	\$0	0.	NA	N/A	M0000 16
A	7/2013-12/2013	N/A	\$11,982	\$0	0.	NA	N/A	M0000 17
A	7/2013-12/2013	N/A	\$97,901	\$0	0.	NA	N/A	M0000 20
A	7/2013-12/2013	ORTONA-871212	\$1,500	\$0	0.	NA	N/A	M0000 21
A	7/2013-12/2013	NOTEVI-880528	\$1,500	\$0	0.	NA	N/A	M0000 21
A	7/2013-12/2013	EE-ONA-690919	\$1,500	\$0	0.	NA	N/A	M0000 21
A	7/2013-12/2013	ORGARO-780604	\$1,500	\$0	0.	NA	N/A	M0000 21
A	7/2013-12/2013	ALLAVI-660415	\$30,084	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	ARRKAI-800512	\$32,184	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	IBBOUR-660429	\$52,920	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	AILIND-440819	\$5,520	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	ERGANI-660531	\$3,330	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	HRIATH-550828	\$23,100	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	ODGAND-600518	\$1,440	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	EREONA-830916	\$12,000	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	RAMAUS-640414	\$12,000	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	OLKOB-581227	\$12,987	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	OOMAME-580617	\$10,224	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	OHLHRI-760210	\$4,566	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	ADEODN-631218	\$4,668	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	OUNARD-590203	\$15,392	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	OWEONA-600606	\$2,640	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	OYLOBE-540116	\$40,278	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	URSEVG-630930	\$1,230	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	REEUSA-470222	\$9,474	\$0	0.	NA	N/A	M0000 23
A	7/2013-12/2013	UITOBE-580120	\$8,400	\$0	0.	NA	N/A	M0000 23

CONTRACTOR: MULTNOMAH COUNTY
DATE: 05/16/2013

Contract#: 141423
Reference#: 002

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#	
A	7/2013-12/2013	UNDART-780723	\$1,500	\$0	0.	NA	N/A	M0000	23
A	7/2013-12/2013	CGOOBE-541006	\$3,930	\$0	0.	NA	N/A	M0000	23
A	7/2013-12/2013	USHENN-621012	\$9,432	\$0	0.	NA	N/A	M0000	23
A	7/2013-12/2013	VALNDY-600130	\$9,888	\$0	0.	NA	N/A	M0000	23
A	7/2013-12/2013	YANTEP-550925	\$14,251	\$0	0.	NA	N/A	M0000	23
A	7/2013-12/2013	ASHABR-560315	\$26,436	\$0	0.	NA	N/A	M0000	23
A	7/2013-12/2013	CHMORE-800118	\$15,783	\$0	0.	NA	N/A	M0000	23
A	7/2013-12/2013	ASSAVI-600314	\$13,140	\$0	0.	NA	N/A	M0000	23
A	7/2013-12/2013	N/A	\$13,362	\$0	0.	NA	N/A	M0000	51
A	7/2013-12/2013	N/A	\$25,000	\$0	0.	NA	N/A	M0000	52
A	7/2013-12/2013	N/A	\$15,637	\$0	0.	NA	N/A	M0000	53
A	7/2013-12/2013	OHNANI-551018	\$17,145	\$0	0.	NA	N/A	M0000	54
A	7/2013-12/2013	N/A	\$198,820	\$0	90.	SLT	N/A	M0000	9
A	7/2013-12/2013	N/A	\$93,820	\$0	30.	SLT	N/A	M0000	10
A	7/2013-12/2013	N/A	\$9,981	\$0	30.	SLT	N/A	M0000	12
A	7/2013-12/2013	N/A	\$11,811	\$0	30.	SLT	N/A	M0000	13
A	7/2013-12/2013	N/A	\$5,631	\$0	30.	SLT	N/A	M0000	14
A	7/2013-12/2013	N/A	\$3,120	\$0	12.	SLT	N/A	M0000	16
A	7/2013-12/2013	N/A	\$16,024	\$0	24.	SLT	N/A	M0000	18
A	7/2013-12/2013	N/A	\$16,024	\$0	24.	SLT	N/A	M0000	19
A	7/2013-12/2013	N/A	\$143,972	\$0	72.	SLT	N/A	M0000	20
A	7/2013-12/2013	N/A	\$39,285	\$0	30.	SLT	N/A	M0000	22
A	7/2013-12/2013	N/A	\$34,925	\$0	90.	SLT	N/A	M0000	26
A	7/2013-12/2013	N/A	\$21,234	\$0	60.	SLT	N/A	M0000	27
A	7/2013-12/2013	N/A	\$92,284	\$0	66.	SLT	N/A	M0000	28
A	7/2013-12/2013	N/A	\$12,736	\$0	12.	SLT	N/A	M0000	29
A	7/2013-12/2013	N/A	\$31,445	\$0	42.	SLT	N/A	M0000	30
A	7/2013-12/2013	N/A	\$12,178	\$0	54.	SLT	N/A	M0000	31
A	7/2013-12/2013		\$4,089	\$0	30.	SLT	N/A	M0000	32
A	7/2013-12/2013	N/A	\$16,920	\$0	24.	SLT	N/A	M0000	33
A	7/2013-12/2013	N/A	\$27,636	\$0	84.	SLT	N/A	M0000	34
A	7/2013-12/2013	N/A	\$22,178	\$0	60.	SLT	N/A	M0000	35
A	7/2013-12/2013	N/A	\$8,386	\$0	30.	SLT	N/A	M0000	36
A	7/2013-12/2013	N/A	\$3,678	\$0	60.	SLT	N/A	M0000	37
A	7/2013-12/2013	N/A	\$8,386	\$0	30.	SLT	N/A	M0000	38
A	7/2013-12/2013	N/A	\$25,778	\$0	60.	SLT	N/A	M0000	39
A	7/2013-12/2013	N/A	\$9,047	\$0	36.	SLT	N/A	M0000	40
A	7/2013-12/2013	N/A	\$21,455	\$0	36.	SLT	N/A	M0000	41
A	7/2013-12/2013	N/A	\$27,610	\$0	90.	SLT	N/A	M0000	42
A	7/2013-12/2013	N/A	\$5,109	\$0	30.	SLT	N/A	M0000	43
A	7/2013-12/2013	N/A	\$12,178	\$0	54.	SLT	N/A	M0000	44
A	7/2013-12/2013	N/A	\$31,650	\$0	66.	SLT	N/A	M0000	45
A	7/2013-12/2013	N/A	\$10,819	\$0	42.	SLT	N/A	M0000	46
A	7/2013-12/2013	N/A	\$38,880	\$0	90.	SLT	N/A	M0000	47
A	7/2013-12/2013	N/A	\$18,045	\$0	30.	SLT	N/A	M0000	48
A	7/2013-12/2013	N/A	\$50,394	\$0	66.	SLT	N/A	M0000	49
A	7/2013-12/2013	N/A	\$23,868	\$0	54.	SLT	N/A	M0000	50
A	7/2013-12/2013	N/A	\$115,004	\$0	132.	SLT	N/A	M0000	54

CONTRACTOR: MULTNOMAH COUNTY
DATE: 05/16/2013

Contract#: 141423
Reference#: 002

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#	
A	7/2013-12/2013	N/A	\$123,498	\$0	30.	SLT	N/A	M0000	63
A	7/2013-12/2013	N/A	\$44,636	\$0	30.	SLT	N/A	M0000	69
A	7/2013- 6/2014	N/A	\$284,040	\$0	0.	NA	N/A	M0000	6
A	7/2014- 6/2015	N/A	\$284,040	\$0	0.	NA	N/A	M0000	6
B	7/2013-12/2013	OLBAME-550828	\$3,000	\$0	6.	SLT	N/A	M0000	23
B	7/2013-12/2013	OUSELI-670411	\$8,658	\$0	6.	SLT	N/A	M0000	23
B	7/2013-12/2013	ECKAYM-440922	\$3,000	\$0	6.	SLT	N/A	M0000	23
B	7/2013-12/2013	MELILL-610720	\$3,000	\$0	6.	SLT	N/A	M0000	23
B	7/2013-12/2013	USHENN-621012	\$7,686	\$0	6.	SLT	N/A	M0000	23
B	7/2013-12/2013	N/A	\$15,000	\$0	30.	SLT	N/A	M0000	24
B	7/2013-12/2013	N/A	\$30,000	\$0	30.	SLT	N/A	M0000	25
B	7/2013-12/2013	N/A	\$226,999	\$0	132.	SLT	N/A	M0000	54
B	7/2013-12/2013	N/A	\$81,000	\$0	90.	SLT	N/A	M0000	56
B	7/2013-12/2013	N/A	\$100,695	\$0	42.	SLT	N/A	M0000	57
B	7/2013-12/2013	N/A	\$112,584	\$0	72.	SLT	N/A	M0000	58
B	7/2013-12/2013	N/A	\$65,016	\$0	54.	SLT	N/A	M0000	59
B	7/2013-12/2013	N/A	\$117,275	\$0	90.	SLT	N/A	M0000	60
B	7/2013-12/2013	N/A	\$90,000	\$0	60.	SLT	N/A	M0000	61
B	7/2013-12/2013	N/A	\$28,350	\$0	30.	SLT	N/A	M0000	62
B	7/2013-12/2013	N/A	\$28,350	\$0	30.	SLT	N/A	M0000	64
B	7/2013-12/2013	N/A	\$72,000	\$0	60.	SLT	N/A	M0000	65
B	7/2013-12/2013	N/A	\$6,300	\$0	42.	SLT	N/A	M0000	66
B	7/2013-12/2013	N/A	\$31,273	\$0	24.	SLT	N/A	M0000	67
B	7/2013-12/2013	N/A	\$31,273	\$0	24.	SLT	N/A	M0000	68
B	7/2013-12/2013	N/A	\$54,000	\$0	54.	SLT	N/A	M0000	70
B	7/2013- 6/2014	N/A	\$943,179	\$0	0.	NA	N/A	M0000	8
B	7/2014- 6/2015	N/A	\$943,179	\$0	0.	NA	N/A	M0000	8
SUBTOTAL SE# 20			\$5,609,594	\$0					

SE# 22 CHILD & ADOLES MH SERVICES

B	7/2013- 6/2014	N/A	\$297,875	\$0	10.	SLT	22A	M0000	71
B	7/2014- 6/2015	N/A	\$297,875	\$0	10.	SLT	22A	M0000	71
SUBTOTAL SE# 22			\$595,750	\$0					

SE# 28 RESIDENTIAL TREATMENT SERVICES

A	7/2013-12/2013	ALLAVI-660415	\$6,019	\$0	6.	SLT	N/A	M0000	72
A	7/2013-12/2013	N/A	\$120,534	\$0	60.	SLT	N/A	M0000	73
A	7/2013-12/2013	N/A	\$199,920	\$0	12.	SLT	N/A	M0000	74
A	7/2013-12/2013	N/A	\$133,069	\$0	42.	SLT	N/A	M0000	75
A	7/2013-12/2013	N/A	\$1,870	\$0	30.	SLT	N/A	M0000	76
A	7/2013-12/2013	N/A	\$70,038	\$0	84.	SLT	N/A	M0000	77
A	7/2013-12/2013	N/A	\$72,572	\$0	90.	SLT	N/A	M0000	78

CONTRACTOR: MULTNOMAH COUNTY
DATE: 05/16/2013

Contract#: 141423
Reference#: 002

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
A	7/2013-12/2013	N/A	\$134,274	\$0	30.	SLT	N/A	M0000 79
A	7/2013-12/2013	N/A	\$134,274	\$0	30.	SLT	N/A	M0000 80
A	7/2013-12/2013	ARRKAI-800512	\$28,457	\$0	6.	SLT	N/A	M0000 81
A	7/2013-12/2013	RAMAUS-640414	\$18,821	\$0	6.	SLT	N/A	M0000 82
A	7/2013-12/2013	YAROKA-600206	\$18,821	\$0	6.	SLT	N/A	M0000 82
A	7/2013-12/2013	N/A	\$57,057	\$0	90.	SLT	N/A	M0000 83
A	7/2013-12/2013	N/A	\$84,282	\$0	24.	SLT	N/A	M0000 84
A	7/2013-12/2013	N/A	\$84,282	\$0	24.	SLT	N/A	M0000 85
A	7/2013-12/2013	EREONA-830916	\$14,400	\$0	6.	SLT	N/A	M0000 86
A	7/2013-12/2013	YANTEP-550925	\$28,906	\$0	6.	SLT	N/A	M0000 87
A	7/2013-12/2013	N/A	\$60,961	\$0	90.	SLT	N/A	M0000 88
B	7/2013-12/2013	N/A	\$3,424,531	\$0	258.	SLT	28A	
B	7/2013-12/2013	ATEHIE-691005	\$12,573	\$0	6.	SLT	N/A	
B	7/2013-12/2013	N/A	\$5,831,930	\$0	1470.	SLT	N/A	
B	7/2013-12/2013	URNYRA-640523	\$15,252	\$0	6.	SLT	N/A	
SUBTOTAL SE# 28			\$10,552,843	\$0				

SE# 31 ENHANCED CARE SERVICES

B	7/2013-12/2013	N/A	\$1,272,649	\$0	135780.	CSD	N/A	
SUBTOTAL SE# 31			\$1,272,649	\$0				

SE# 34 ADULT FOSTER CARE MHS

A	7/2013-12/2013	AMWAY-591112	\$6,006	\$0	6.	SLT	34A	M0000 89
A	7/2013-12/2013	ILLESS-520703	\$4,391	\$0	6.	SLT	34A	M0000 90
A	7/2013-12/2013	INDASW-601010	\$6,029	\$0	6.	SLT	34A	M0000 91
A	7/2013-12/2013	INDIMA-620419	\$3,676	\$0	6.	SLT	34A	M0000 92
A	7/2013-12/2013	LEXHAR-531123	\$6,225	\$0	6.	SLT	34A	M0000 93
A	7/2013-12/2013	YLYEDI-671226	\$6,043	\$0	6.	SLT	34A	M0000 94
B	7/2013-12/2013	N/A	\$570,892	\$0	0.	NA	N/A	
B	7/2013-12/2013	ATTOMP-631208	\$7,686	\$0	6.	SLT	N/A	
B	7/2013-12/2013	AKHALE-560531	\$9,410	\$0	6.	SLT	N/A	
B	7/2013-12/2013	N/A	\$148,424	\$0	30.	SLT	N/A	
B	7/2013-12/2013	O--AI--620919	\$9,000	\$0	6.	SLT	N/A	
B	7/2013-12/2013	OSEAND-410130	\$16,012	\$0	6.	SLT	N/A	
B	7/2013-12/2013	UJCEVZ-510227	\$10,749	\$0	6.	SLT	N/A	
SUBTOTAL SE# 34			\$804,543	\$0				

SE# 35 OLDER/DISABLED ADULT MH SVCS

A	7/2013-12/2013	OGEORR-481008	\$30,000	\$0	6.	SLT	35B	
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CONTRACTOR: MULTNOMAH COUNTY
DATE: 05/16/2013

Contract#: 141423
Reference#: 002

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#
A	7/2013-12/2013	NYDARC-430913	\$5,669	\$0	6.	SLT	35B	
A	7/2013-12/2013	ESNEVI-540314	\$8,749	\$0	12.	SLT	35B	
A	7/2013- 6/2014	N/A	\$130,776	\$0	0.	NA	35A	
A	7/2014- 6/2015	N/A	\$130,776	\$0	0.	NA	35A	
SUBTOTAL SE# 35			\$305,970	\$0				
TOTAL SECTION 1			\$19,241,921	\$0				

TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES

\$19,241,921

TOTAL AUTHORIZED FOR THIS FAAS:

\$19,241,921

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MULTNOMAH COUNTY
DATE: 05/16/2013

Contract#: 141423
REF#: 002

REASON FOR FAAA (for information only):

The Financial Assistance Award is for Mental Health Services within the Governor's 2013-2015 Balanced Budget (GBB). Additional funding categories have been moved out of individual Service Elements and into MHS 37-Flexible Funding in this Agreement. Mental Health Residential funding has only been included for six months based on movement of funding and services to the Coordinated Care Organizations (CCO) beginning January 1, 2014. Payment of funds in this Financial Assistance Award is subject to Legislative approval of the Oregon Health Authority's 2013-2015 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) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Centennial RTH.
- M0000 2 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Fairview Firs SRTF.
- M0000 3 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Hoodview RTF.
- M0000 4 A) Local Administration - Mental Health Services (MHS 01)
Financial Assistance Associated with Specific Program Area: The financial assistance subject to this special condition is awarded
- 141423 Multnomah County

for local administration of services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for services at Telecare ACT.

M0000 5 These funds are for Additional Staff services.

M0000 6 These funds are for Aid and Assist Project services.

M0000 7 These funds are for Case Management services.

M0000 8 These funds are for Habilitative Services for 1915i eligible individuals residing in the community and not in a licensed residential program.

M0000 9 These funds are for Intensive Case Management services at Cascadia.

M0000 10 These funds are for Intensive Case Management services at CODA.

M0000 11 These funds are for Interpreter services.

M0000 12 These funds are for Rent Subsidy services at 23rd Avenue RTH.

M0000 13 These funds are for Rent Subsidy services at 75th Street RTH

M0000 14 These funds are for Rent Subsidy services at Overton House RTH.

M0000 15 These funds are for PSRB Rent Subsidy services at Rosewood.

M0000 16 These funds are for PSRB Rent Subsidy services.

M0000 17 These funds are for PSRB Rental Assistance services.

M0000 18 These funds are for Rent Subsidy services at Rolfson North RTH.

M0000 19 These funds are for Rent Subsidy services at Rolfson South RTH.

M0000 20 These funds are for PSRB Service Payment services.

M0000 21 These funds are for PSRB Sex Offender Treatment Services.

M0000 22 These funds are for PSRB Service Payment services at Quints.

M0000 23 These funds are for PSRB Treatment Services.

M0000 24 These funds are for PSRB Treatment Services at 23rd Avenue RTH.

M0000 25 These funds are for PSRB Treatment Services at 75th Street RTH.

M0000 26 These funds are for Rent Subsidy services at Andrea Place RTF.

M0000 27 These funds are for Rent Subsidy services at Boise-Cameron RTF.

M0000 28 These funds are for Rent Subsidy services at Cognitive Enrichment Center RTF.

M0000 29 These funds are for Rent Subsidy services at Centennial RTH.

M0000 30 These funds are for Rent Subsidy services at CODA-8041 Recovery RTF.

M0000 31 These funds are for Rent Subsidy services at Columbia Rose RTF.

M0000 32 These funds are for Rent Subsidy services at Court House RTH.

M0000 33 These funds are for Rent Subsidy services at Fairview Firs SRTF.

M0000 34 These funds are for Rent Subsidy services at Garfield-Cameron RTF.

M0000 35 These funds are for Rent Subsidy services at Glisan Street RTF.

M0000 36 These funds are for Rent Subsidy services at Hazelwood RTH.

M0000 37 These funds are for Rent Subsidy services at Hoodview RTF.

M0000 38 These funds are for Rent Subsidy services at Horizon RTH.

M0000 39 These funds are for Rent Subsidy services at McCarthy Place RTF.

M0000 40 These funds are for Rent Subsidy services at Nadine's Place RTF.

M0000 41 These funds are for Rent Subsidy services at Orchid RTF.

M0000 42 These funds are for Rent Subsidy services at Powell-Cameron RTF.

M0000 43 These funds are for Rent Subsidy services at Rosewood.

M0000 44 These funds are for Rent Subsidy services at Willamette Rose RTF.

M0000 45 These funds are for Rent Subsidy services at Halsey Street.

M0000 46 These funds are for Rent Subsidy services at Rita May RTF.

M0000 47 These funds are for Supported Housing Brokerage-Luke Dorf services.

M0000 48 These funds are for Rent Subsidy services at Women's House.

M0000 49 These funds are for Supported Housing services at Halsey Street.

M0000 50 These funds are for Supported Housing services at Prescott Terrace.

M0000 51 These funds are for Service Payment at Mt. Scott Care Center.

M0000 52 These funds are for Supported Housing Coordinator services.

M0000 53 These funds are for Supported Housing services.

M0000 54 These funds are for Treatment Services at Alberta Plaza.

M0000 55 (Intentionally left blank)

M0000 56 These funds are for Treatment Services at Andrea Place RTF.

M0000 57 These funds are for Treatment Services at CODA 8041 Recovery RTF.

M0000 58 These funds are for Treatment Services at Cognitive Enrichment Center RTF.

M0000 59 These funds are for Treatment Services at Columbia Rose RTF.

M0000 60 These funds are for Treatment Services at Faulkner Place SRTF.

M0000 61 These funds are for Treatment Services at Glisan Street RTF.

M0000 62 These funds are for Treatment Services at Horizon RTH.

M0000 63 These funds are for Treatment Services at Instar Cascadia.

M0000 64 These funds are for Treatment Services at Hazelwood RTH.

M0000 65 These funds are for Treatment Services at McCarthy Place RTF.

M0000 66 These funds are for Treatment Services at Rita May RTF.

M0000 67 These funds are for Treatment Services at Roberts East SRTF.

M0000 68 These funds are for Treatment Services at Roberts West SRTF.

M0000 69 These funds are for Treatment Services at Rosewood.

M0000 70 These funds are for Treatment Services at Willamette Rose RTF.

M0000 71 These funds are for Foster Care Treatment services.

M0000 72 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,003.22 per month per individual. B) These funds are for services at 75th Street 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 \$2,008.90 per month per individual. B) These funds are for services at Boise-Cameron RTF.

M0000 74 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$16,659.98 per month per individual. B) These funds are for services at Centennial RTH.

M0000 75 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,168.30 per month per individual. B) These funds are for services at CODA- 8041 Recovery.

M0000 76 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$62.32 per month per individual. B) These funds are for services at Court House RTH.

M0000 77 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$833.79 per month per individual. B) These funds are for services at Garfield-Cameron RTF.

M0000 78 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$806.35 per month per individual. B) These funds are for services at Glynn Terrace RTF.

M0000 79 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$4,475.80 per month per individual. B) These funds are for services at Hazelwood RTH.

M0000 80 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$4,475.80 per month per individual. B) These funds are for services at Horizon RTH.

M0000 81 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$4,742.86 per month per individual. B) These funds are for services at Overton.

- M0000 82 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,136.83 per month per individual. B) These funds are for services at Pisgah RTF.
- M0000 83 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$633.97 per month per individual. B) These funds are for services at Powell-Cameron RTF
- M0000 84 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,511.74 per month per individual. B) These funds are for services at Rolfson North RTH.
- M0000 85 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$3,511.74 per month per individual. B) These funds are for services at Rolfson South RTH.
- M0000 86 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$2,400 per month per individual. B) These funds are for services at Rolfson South RTH.
- M0000 87 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$4,817.70 per month per individual. B) These funds are for services at Valeo RTH.
- M0000 88 A) MHS 28 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$677.34 per month per individual. B) These funds are for services at Wallula RTF.
- M0000 89 MHS 34 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,001.00 per month per individual.
- M0000 90 MHS 34 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$731.85 per month per individual.
- M0000 91 MHS 34 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,004.76 per month per individual.
- M0000 92 MHS 34 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$612.66 per month per individual.
- M0000 93 MHS 34 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,037.42 per month per individual.
- M0000 94 MHS 34 Rate: For services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$1,007.22 per month per individual.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part A
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY		CONTRACT#: 141423			
DATE: 05/16/2013		REF#: 002			
SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
1	LOCAL ADMIN MENTAL HEALTH SVCS	\$0	\$0	\$100,572	\$100,572
TOTAL SE# 1		\$0	\$0	\$100,572	\$100,572
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$1,215,243	\$1,215,243
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$1,392,531	\$1,392,531
TOTAL SE# 20		\$0	\$0	\$2,607,774	\$2,607,774
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$1,268,556	\$1,268,556
TOTAL SE# 28		\$0	\$0	\$1,268,556	\$1,268,556
34	ADULT FOSTER CARE MHS	\$0	\$0	\$32,369	\$32,369
TOTAL SE# 34		\$0	\$0	\$32,369	\$32,369
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$261,552	\$261,552
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$44,418	\$44,418
TOTAL SE# 35		\$0	\$0	\$305,970	\$305,970
		\$0	\$0	\$4,315,241	\$4,315,241

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Part B
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY		CONTRACT#: 141423			
DATE: 05/16/2013		REF#: 002			
SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$1,886,358	\$1,886,358
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$1,115,458	\$1,115,458
TOTAL SE# 20		\$0	\$0	\$3,001,816	\$3,001,816
22	CHILD & ADOLLES MH SERVICES	\$0	\$0	\$595,750	\$595,750
TOTAL SE# 22		\$0	\$0	\$595,750	\$595,750
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$3,424,531	\$3,424,531
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$5,859,754	\$5,859,754
TOTAL SE# 28		\$0	\$0	\$9,284,285	\$9,284,285
31	ENHANCED CARE SERVICES	\$0	\$0	\$1,272,649	\$1,272,649
TOTAL SE# 31		\$0	\$0	\$1,272,649	\$1,272,649
34	ADULT FOSTER CARE MHS	\$0	\$0	\$570,892	\$570,892
34	ADULT FOSTER CARE MHS	\$0	\$0	\$201,281	\$201,281
TOTAL SE# 34		\$0	\$0	\$772,173	\$772,173
		\$0	\$0	\$14,926,673	\$14,926,673

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Summary
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY		CONTRACT#: 141423			
DATE: 05/16/2013		REF#: 002			
SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
1	LOCAL ADMIN MENTAL HEALTH SVCS	\$0	\$0	\$100,572	\$100,572
TOTAL SE# 1		\$0	\$0	\$100,572	\$100,572
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$3,101,601	\$3,101,601
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$2,507,989	\$2,507,989
TOTAL SE# 20		\$0	\$0	\$5,609,590	\$5,609,590
22	CHILD & ADOLES MH SERVICES	\$0	\$0	\$595,750	\$595,750
TOTAL SE# 22		\$0	\$0	\$595,750	\$595,750
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$3,424,531	\$3,424,531
28	RESIDENTIAL TREATMENT SERVICES	\$0	\$0	\$7,128,310	\$7,128,310
TOTAL SE# 28		\$0	\$0	\$10,552,841	\$10,552,841
31	ENHANCED CARE SERVICES	\$0	\$0	\$1,272,649	\$1,272,649
TOTAL SE# 31		\$0	\$0	\$1,272,649	\$1,272,649
34	ADULT FOSTER CARE MHS	\$0	\$0	\$32,369	\$32,369
34	ADULT FOSTER CARE MHS	\$0	\$0	\$570,892	\$570,892
34	ADULT FOSTER CARE MHS	\$0	\$0	\$201,281	\$201,281

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
FAAA Totals
Summary
2013-2015

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY		CONTRACT#: 141423			
DATE: 05/16/2013		REF#: 002			
SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
TOTAL SE# 34		\$0	\$0	\$804,542	\$804,542
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$261,552	\$261,552
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$44,418	\$44,418
TOTAL SE# 35		\$0	\$0	\$305,970	\$305,970
CONTRACT TOTAL		\$0	\$0	\$19,241,914	\$19,241,914

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. **Heading.** The heading of the Financial Assistance Award consists of the following information (1) County name, (2) the identification number of the Agreement of which the Financial Assistance Award is a part, and (3) the date of the Financial Assistance Award (which should be on or about the date of this Agreement). The Financial Assistance Award is then broken down by Program Area, with all Services in a particular Program Area that are awarded funds grouped together under the Program Area heading. The Financial Assistance Award may also be labeled as Section 1. This Section designation has no relevance to the original Financial Assistance Award and should be ignored. The Financial Assistance Award also contains a reference number which is used for administrative tracking purposes only and has no legal significance.
- b. **Financial and Service Information.** Each Service awarded funds is listed by its Service number and name (full or abbreviated). The amount of financial assistance awarded for the Service and certain other Service information is listed below the Service number and name on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted by section 3.a of Exhibit F of this Agreement. The funds set forth on a particular line will be disbursed in accordance with and are subject to the restrictions set forth on that line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1, Part:** This column will contain the character A, B or C to indicate the method by which OHA will disburse the awarded funds. The disbursement method indicated in this column will usually be consistent with the disbursement method set forth in the Service Description for the particular Service. Occasionally, a disbursement method different than that set forth in the Service Description is necessary. And if a disbursement method specified in this column is different than the method set forth in the Service Description, the method specified in this column shall control. This column only identifies the disbursement method and is not relevant to determining whether County is ultimately entitled to payment. Payment entitlement is determined in accordance with the basis of payment set forth in the applicable Service Description and any disbursements to County in excess of the payments County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement. The characters A, B and C signify the following disbursement methods:

- (a) The character A means OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in column 2.
 - (b) The character B means the funds are disbursed and paid under another agreement and are set forth in this Agreement for tracking purposes.
 - (c) The character C means OHA will disburse the awarded funds in the manner specified in column 9.
- (2) **Column 2, Start/End dates:** These dates specify the period during which it is expected that the Service or Service capacity, as applicable, will be delivered utilizing the approved service funds set forth on that line of the Financial Assistance Award. For purposes of disbursement method A (described above), these dates also specify the period during which the approved service funds will be disbursed to County.
 - (3) **Column 3, Client Code:** When a Client Code appears in this column the approved service funds set forth on that line of the Financial Assistance Award may only be expended on the delivery of the specified Service to the specified individual. When the approved service funds are not intended for any particular individual, an N/A designation will appear in this column.
 - (4) **Column 4, Approved Service Funds:** This is the amount awarded for delivery of the Service and is OHA's maximum obligation during the period specified on that line in support of the Services described on that line of the Financial Assistance Award
 - (5) **Column 5, Approved Start-up:** If funds appear in this column they may only be used to cover one-time expenses incurred in initiating, expanding or upgrading the specified Service or for other special one-time expenses related to the Service. Start-up funds may only be spent for the purposes specified in the special conditions appearing in column 9. Start-up funds may only be expended in accordance with Exhibit K of this Agreement and with start-up procedures within the applicable Service Elements.
 - (6) **Column 6, Service Units:** This is the amount of Service or Service capacity, as applicable, that OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in relatively equal amounts over the course of the period specified on that line of the Financial Assistance Award. This column will read zero if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. This column must be read in conjunction with column 7.

- (7) **Column 7, Unit Type:** The unit type is the unit of measurement associated with the Service units set forth in column 6. The unit types are expressed in three character designations that have the following meanings:
- (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one individual or made available for delivery to one individual, as applicable.
 - (b) **N/A:** N/A means unit type is not applicable to the particular line
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Exhibit B-2 Codes:** The codes appearing in this column correspond to the Specialized Service Requirement Codes for the Specialized Service Requirements described in Exhibit B-2. If a Specialized Service Requirement Code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirements when the Service is delivered with approved service funds set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Special Conditions:** These are the special conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the special conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The special conditions are identified by an alphanumeric code. A table or tables listing the special conditions by alphanumeric code is included in the Financial Assistance Award

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same CPMS Name (if applicable), and specifies the same Exhibit B-2 code as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the date range specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved service funds column, those funds are added to the approved service funds of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the

approved service funds column, those funds are subtracted from the approved service funds of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the service units column, those service units are added to the service units in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the service units column, those units are subtracted from the service units in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

OWITS Financial Assistance Award

EXHIBIT D-2

OREGON HEALTH AUTHORITY
OWITS FINANCIAL ASSISTANCE AWARD
2013-2015

CONTRACTEE: CONTRACT#: DATE:
BASE/AMENDMENT# (This line will be labeled "Base for initial Agreement or "Amendment #" for amendments)

ADDICTIONS AND MENTAL HEALTH SERVICES

SERVICE REQUIREMENTS MEET EXHIBIT B, MHS 37 – FLEXIBLE FUNDING

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
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TOTAL AUTHORIZED AMOUNT: \$ (This line will be used for initial Agreement, will be blank for amendments)
TOTAL AUTHORIZED AMOUNT OF THIS AMENDMENT: \$(This line will be used for amendments only)

BASE FUNDING PURPOSE: (This line will be used for initial Agreement, will be blank for amendments)
AMENDMENT REASON: (This line will be used for amendments only)

**OREGON HEALTH AUTHORITY
OWIT'S FINANCIAL ASSISTANCE AWARD
2013-2015**

Exhibit D-2

CONTRACT NAME: Multnomah County **CONTRACT #:** 141423

EFFECTIVE DATE: 07/01/2013 **BASE/AMENDMENT #:** Base Funding

ADDICTIONS AND MENTAL HEALTH SERVICES

SERVICE REQUIREMENTS MEET EXHIBIT B, MHS 37- FLEXIBLE FUNDING

Multnomah County-141423

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
0300 COMM MH BLOCK EVEN YR FF 93.958 SUB RECIPIENT	07/01/2013	03/31/2014	\$357,123.60	Monthly	These funds may only be used in accordance with federal regulations related to MH Block Grant.
0420 BEER & WINE 20% DETOX TREATMENT OF VENDOR	07/01/2013	06/30/2014	\$138,529.50	Monthly	A) These funds may only be used in accordance with state statutes related to Beer and Wine 20. B) These funds are for Detox Services.
0420 BEER AND WINE 20% TREATMENT OF VENDOR	07/01/2013	06/30/2014	\$192,023.00	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 20.
0421 BEER AND WINE 40% DETOX TREATMENT OF VENDOR	07/01/2013	06/30/2014	\$249,353.50	Monthly	A) These funds may only be used in accordance with state statutes related to Beer and Wine 40. B) These funds are for Detox Services.
0421 BEER AND WINE 40% TREATMENT OF VENDOR	07/01/2013	06/30/2014	\$345,641.50	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 40.

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
0422 BEER AND WINE 40% PREVENTION OF VENDOR	07/01/2013	06/30/2014	\$25,029.00	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 40.
0424 A&D IDP-OUTPATIENT OF VENDOR	07/01/2013	06/30/2014	\$420,780.00	Monthly	These funds are for IDPF Outpatient Services.
0426 A&D CFA-PREVENTION OF VENDOR	07/01/2013	06/30/2014	\$1,506.00	Monthly	These funds are for IDPF Outpatient Services.
0520 SAPT DETOX TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2013	06/30/2014	\$908,732.50	Monthly	A) These funds may only be used in accordance with federal regulations related to SAPT Block Grant. B) These funds are for Detox Services.
0520 SAPT GR DETOX ENH TREATMENT IF 93.959 SUB-RECIPIENT	07/01/2013	06/30/2014	\$261,400.50	Monthly	A) These funds may only be used in accordance with federal regulations related to SAPT Block Grant. B) These funds are for Detox Enhancement Services.
0520 SAPT GR TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2013	06/30/2014	\$1,941,325.00	Monthly	These funds may only be used in accordance with federal regulations related to SAPT Block Grant.
0530 SAPT GR PREVENTION FF 93.959 SUB-RECIPIENT	07/01/2013	06/30/2014	\$282,425.00	Monthly	These funds may only be used in accordance with federal regulations related to SAPT Block Grant.
0804 MH GENERAL FUND GF VENDOR	07/01/2013	12/31/2013	\$7,023,192.90	Monthly	
0808 A&D PREVENTION GF VENDOR	07/01/2013	06/30/2014	\$14,790.00	Monthly	
0888 PROBLEM GAMBLING LF VENDOR	07/01/2013	06/30/2014	\$698,000.00	Monthly	These funds are for Problem Gambling Services.
0908 A&D ITRS TANF (GF MATCH) GF VENDOR	07/01/2013	06/30/2014	\$842,443.50	Monthly	
0804 MH GENERAL FUND GF VENDOR	01/01/2014	06/30/2014	\$4,504,797.81	Monthly	
0301 COMM MH BLOCK ODD YR FF 93.958 SUB-RECIPIENT	04/01/2014	06/30/2014	\$119,041.20	Monthly	These funds may only be used in accordance with federal regulations related to MH Block Grant.
0301 COMM MH BLOCK ODD YR FF 93.958 SUB-RECIPIENT	07/01/2014	03/31/2015	\$357,123.60	Monthly	These funds may only be used in accordance with federal regulations related to MH Block Grant.

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
0420 BEER & WINE 20% DETOX TREATMENT OF VENDOR	07/01/2014	06/30/2015	\$138,529.50	Monthly	A) These funds may only be used in accordance with state statutes related to Beer and Wine 20. B) These funds are for Detox Services.
0420 BEER AND WINE 20% TREATMENT OF VENDOR	07/01/2014	06/30/2015	\$192,023.00	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 20.
0421 BEER AND WINE 40% DETOX TREATMENT OF VENDOR	07/01/2014	06/30/2015	\$249,353.50	Monthly	A) These funds may only be used in accordance with state statutes related to Beer and Wine 40. B) These funds are for Detox Services.
0421 BEER AND WINE 40% TREATMENT OF VENDOR	07/01/2014	06/30/2015	\$345,641.50	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 40.
0422 BEER AND WINE 40% PREVENTION OF VENDOR	07/01/2014	06/30/2015	\$25,029.00	Monthly	These funds may only be used in accordance with state statutes related to Beer and Wine 40.
0424 A&D IDP-OUTPATIENT OF VENDOR	07/01/2014	06/30/2015	\$420,780.00	Monthly	These funds are for IDPF Outpatient Services.
0426 A&D CFA-PREVENTION OF VENDOR	07/01/2014	06/30/2015	\$1,506.00	Monthly	These funds are for IDPF Outpatient Services.
0520 SAPT DETOX TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2014	06/30/2015	\$908,732.50	Monthly	A) These funds may only be used in accordance with federal regulations related to SAPT Block Grant. B) These funds are for Detox Services.
0520 SAPT GR DETOX ENH TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2014	06/30/2015	\$261,400.50	Monthly	A) These funds may only be used in accordance with federal regulations related to SAPT Block Grant. B) These funds are for Detox Enhancement Services.
0520 SAPT GR TREATMENT FF 93.959 SUB-RECIPIENT	07/01/2014	06/30/2015	\$1,941,325.00	Monthly	These funds may only be used in accordance with federal regulations related to SAPT Block Grant.
0530 SAPT GR PREVENTION FF 93.959 SUB-RECIPIENT	07/01/2014	06/30/2015	\$282,425.00	Monthly	These funds may only be used in accordance with federal regulations related to SAPT Block Grant.
0804 MH GENERAL FUND GF VENDOR	07/01/2014	06/30/2015	\$9,009,595.63	Monthly	
0808 A&D PREVENTION GF VENDOR	07/01/2014	06/30/2015	\$14,790.00	Monthly	

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
0908 A&D ITRS TANF (GF MATCH) GF VENDOR	07/01/2014	06/30/2015	\$842,443.50	Monthly	
0300 COMM MH BLOCK EVEN YR FF 93.958 SUB RECIPIENT	04/01/2015	06/30/2015	\$119,041.20	Monthly	These funds may only be used in accordance with federal regulations related to MH Block Grant.
Total Authorized Amount			\$33,435,873.94		

Base Funding Purpose: The Financial Assistance Award in MHS 37-Flexible Funding is within the Governor's 2013-2015 Balanced Budget and is subject to Legislative approval of OHA's 2013-2015 Budget, at the level proposed in the Governor's Balanced Budget or higher.

EXPLANATION OF OWITS 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 OWITS Financial Assistance Award.

1. Format in OWITS Financial Assistance Award

- a. **Heading.** The heading of the OWITS Financial Assistance Award consists of the following information: (1) County name, (2) the identification number of the Agreement of which the Financial Assistance Award is a part, (3) the date of the Financial Assistance Award (which should be on or about the date of this Agreement) and (4) “BASE” as an indicator of initial funding of this Agreement or “AMENDMENT” for subsequent Amendments followed by Amendment number.
- b. **Financial and Service Information** The funds set forth on a particular line will be disbursed in accordance with and are subject to the restrictions set forth in a special condition on that line. The awarded funds, fund source, service dates, payment frequency and conditions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1, Fund Source Description:** This column will contain a description of the fund source which includes the AMH fund number and title of the fund source.
 - (2) **Columns 2 and 3, Start and End dates:** These dates specify the period during which it is expected that the Services will be delivered utilizing the approved service funds set forth on that line of the OWITS Financial Assistance Award. For purposes of disbursement these dates also specify the period during which the approved service funds will be disbursed to County
 - (3) **Column 4, Approved Funding Level:** This is the amount awarded for delivery of Service from a specified funding source and is OHA’s maximum obligation during the period specified on that line in support of Services described on that line of the OWITS Financial Assistance Award.
 - (4) **Column 5, Payment Frequency:** This column only identifies the payment frequency on that line and is not relevant to determining whether County is ultimately entitled to payment. Payment entitlement is determined in accordance with the basis of payment set forth in Exhibit MHS 37 – Flexible Funds.
 - (5) **Column 6, Special Conditions:** These are the special conditions, if any, that must be complied with when providing Services using approved funds set forth on that line of the OWITS Financial Assistance Award.

- c. **OWITS Financial Assistance Award Calculations.** This amount is a calculation of all funding lines in this OWITS Financial Assistance Award.
- (1) If Exhibit D-2 is for funding of the initial Agreement, the calculated amount will be labeled “Total Authorized Amount.” If Exhibit D-2 is for amended funding of this Agreement, the calculated amount will be labeled “Total Authorized Amount for this Amendment.”
 - (2) If Exhibit D-2 is for funding of the initial Agreement, the purpose of this funding will be preceded by “Base Funding Purpose.” If Exhibit D-2 is for amended funding of this Agreement, the purpose will be preceded by “Amendment Reason.”

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

- 1. County Expenditures on Addiction Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account” also known as the “Beer and Wine Tax Account”), County shall maintain its 2013-2014 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2012-2013. Furthermore, and in accordance with the Beer and Wine Tax Account, County shall maintain its 2014-2015 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2013-2014. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
- 2. Limitations on use of Financial Assistance Awarded for Addiction Services.** Financial assistance awarded under this Agreement for Addiction Services (as reflected in the Financial Assistance Award), may not be used:
 - a. To provide inpatient hospital services;
 - b. To make cash payments to intended recipients of health services;
 - c. To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. To carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5).
- 3.** County shall maintain separate fund balances for the Mental Health, Alcohol and Drug and Problem Gambling Services.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT F

GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.

 - (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
 - (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Section 1.c.(1), as an Underexpenditure, Overexpenditure or Misexpenditure.
- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

 - (1)** No County default as described in Section 6 of Exhibit G has occurred.
 - (2)** County's representations and warranties set forth in Section 4 of Exhibit G 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 or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Section 1.c.(2) below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Section 1.c.(3) below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If County fails to respond within that 90 day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** If County notifies OHA that it wishes to engage in the appeals process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(2)(c) below. If OHA and County continue to disagree as to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to Section 1.c.(2), OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other contract or agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset, (including the contracts or

agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, after providing notice to the County and within the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

(a) County's Response. From the effective date of the notice of Misexpenditure, County shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:

- i. Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA; or
- ii. Notify OHA that County wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to Section 1.c.(3)(c). below; or
- iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.(3)(b). below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in Section 1.c.(3)(b). below.

(b) Appeal Process. If County notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

- i. **Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 21(b) or (c) of

Exhibit A, County and OHA shall engage in the process described in this Section to resolve a dispute regarding the noticed Misexpenditure. First, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to the OHA County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration.

ii. **Appeal from Federal-Identified Misexpenditure.**

- A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Section 21(a) of Exhibit A and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, prior to 30 days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal funds,

federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to OHA the interest, if any, charged by the federal government on such amount.

- B. If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final County shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to

OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c) below.

- C. If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, prior to 30 days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.(3)(c). below.
- D. Notwithstanding Section 1.c.(3)(a)(i) through iii., if the Misexpenditure was expressly authorized by a OHA rule or an OHA writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- (i) Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - (ii) For purposes of this Section, an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of OHA or by the Assistant Director of Addictions and Mental Health Services Division.
- OHA shall designate an alternate officer in the event the Addictions and Mental Health Services Division is abolished. Upon County request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.

- (iii) The writing must be in response to a request from County for expenditure authorization, or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
 - (iv) If OHA writing is in response to a request from County for expenditure authorization, the request must be in writing and signed by the director of a County department with authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - (v) An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
 - (vi) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
 - (vii) OHA rule does not authorize an expenditure that this Agreement prohibits.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to Section 1.c.(3)(b)(i) and (ii)., OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other contract or agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from

those OHA wishes to deduct payments from). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then the OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and within the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due County under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties rights/obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a. Except for MHS 37-Flexible Funding pursuant to Exhibit D-2, County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the effective date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Section 3 and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 26, MHS 27, MHS 37-Start-Up, A&D 61, A&D 60-Start-Up, and A&D 82 which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Section 3.a, County shall promptly notify in writing of such use.
- b. Financial Assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. **Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section promptly after County's receipt thereof. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered

accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.

- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in Section 4.a. of this Exhibit, promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each 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 this Agreement shall be considered amended as set forth in the accepted amendment.

- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to Section 6 of this Exhibit F, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 6 of this Exhibit F, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. Except for MHS 20 emergency services, if County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing and contain each of the provisions set forth on Exhibit I, 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. County may purchase MHS 20 emergency services according to County's policies and pay for these services upon receipt of an itemized invoice, purchase order, or other proper billing instrument evidencing the services rendered, or by a Provider Contract containing the provisions set forth in Exhibit I, if required by County policy.

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. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
7. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Services, County shall:
- a. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to County.
 - b. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, any and all written materials in the prevalent non-English languages in the area served by County's CMHP.
 - c. Make available to a Client, without charge to the Client, upon the Client's or OHA's request, oral interpretation services in all non-English languages in the area served by County's CMHP.
 - d. Make available to Clients with hearing impairment, without charge to the Client, upon the Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Services and all Provider Contracts related to this Agreement.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
- a. Client, Service and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
9. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Section 8 of Exhibit G or (c) termination by the County, in accordance with Section 8 of Exhibit G, 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 the CPMS, AMH Measures and Outcomes Tracking System (MOTS) data and other Client data 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 D-1 and D-2 for the delivery of Services.
- b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.

11. Technical Assistance. During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.

12. Payment of Certain Expenses. If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t) as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

13. Effect of Amendments Reducing Financial Assistance. If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.

14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration. If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in

accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Deputy Director for Addictions and Mental Health Services Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Section 15 below.

- 15. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

16. Purchase and Disposition of Equipment.

- a. For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:

Network
Personal Computer
Printer/Plotter
Server
Storage
Software

- b. For any Equipment authorized by DHS/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 to the Contract Administrator 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 subcontractors. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.

- c. Upon termination of this Contract, or any service thereof, for any reason whatsoever, County shall, upon request by DHS/OHA, immediately, or at such later date specified by DHS/OHA, tender to DHS/OHA any and all Equipment purchased with funds under this Contract as DHS/OHA may require to be returned to the State. At DHS'/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 DHS/OHA or to a subsequent contractor, DHS/OHA may require County to pay to DHS/OHA the current value of the Equipment. Equipment value will be determined as of the date of Contract or service termination.
 - d. If funds from this Contract are authorized by DHS/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 92.32, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- 17.** Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit F.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT G

STANDARD TERMS AND CONDITIONS

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable Agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) 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, as may be revised; (c) all state laws requiring reporting of Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Representations and Warranties.**

a. County represents and warrants as follows:

- (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work 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 Work; 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 and applicable Service Description.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA

and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Ownership of Intellectual Property.**

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that the 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).
 - e. The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.
- 7. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
- (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
 - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification;
 - (6) Immediately upon written notice to County, if OHA determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.
- c. OHA and County agree that this Agreement extends to September 1, 2015, but only for the purpose of amendments to adjust the allocated budget (Exhibit D) for Services performed, or not performed, by County during the 2013-2015 biennium and prior to July 1, 2015. If there is more than one amendment modifying Exhibit D, the amendment shall be applied to Exhibit D 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, 2015.

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 Local Administration (LA01) of Services in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial

assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP, and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.

- (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. **Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:

- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
- (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

d. **Survival.** Exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit F. 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 J, which is attached hereto.
12. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
 - b. **Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
 - d. **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client

basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:

- (1) Client identification;
- (2) Problem assessment;
- (3) Treatment, training or care plan;
- (4) Medical information when appropriate; and
- (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

13. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(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 subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0000 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 the Agreement.

- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

- 16. No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 17. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 18. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 19. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: April D. Barrett or delegate
Office of Contracts & Procurement
250 Winter Street NE, Room 306
Salem, OR 97301

COUNTY:

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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT H

REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of section 2 of Exhibit G, 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 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 or legislative body, except in presentation to the 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, except in presentation to the executive branch of any State or local government itself.

- 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. **HIPAA Compliance.** OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Services or obligations of OHA arising under this Agreement are covered by HIPAA. County shall determine if County will have access to, or create any protected health information in the performance of any Service or other obligations under this Agreement. To the extent that County will have access to, or create any protected health information to perform functions, activities, or Services for, or on behalf of, a healthcare component of OHA in the performance of any Service required by this Agreement, County shall comply and require all Providers to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:
- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of Services to Clients which are funded in whole or in part under this Agreement. To the extent that County is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Services required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 *et. seq.*, or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or by

looking up form number 2090 on the OHA web site at <https://apps.state.or.us/cf1/FORMS/>.

- b. Data Transactions Systems.** If County intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an EDI Trading Partner Agreement with OHA and shall comply with OHA EDI Rules.
 - c. Consultation and Testing.** If County reasonably believes that the County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the OHA Information Security Office. County or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- 7. 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.
- 8. Audits.**
 - a.** County shall comply, and require all Providers to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b.** Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds Including, but not limited to, OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
- 9. 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 Nonprocurement 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.
- 10. Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County against its

employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Provider 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 or 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.

11. **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.).
12. **Medicaid Services.** To the extent County provides any Service whose 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 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 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 431.107(b)(4), and 42 CFR 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).
13. **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.
14. **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.
15. **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.

16. Special Federal Requirements Applicable to Addiction Services.

- a. **Women's Services.** If County provides A&D 61 or A&D 62 Services, County must:
 - (1) Treat the family as a unit and admit both women 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 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 and their children have access to the services in (a) through (d) above.
- b. **Pregnant Women.** If County provides any A&D Services other than A&D 70 Services, County must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such Services;
 - (2) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs;
 - (3) If County has insufficient capacity to provide treatment Services to a pregnant woman, refer the woman to another Provider with capacity or if

no available treatment capacity can be located, refer the women to OHA's Addictions and Mental Health Division for referral to another provider in the state. If capacity cannot be located, AMH will make available interim services within 48 hours, including a referral for prenatal care.

- c. **Intravenous Drug Abusers.** If County provides any A&D Services other than A&D 70 Services, County must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven days.
 - (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the individual to another Provider with treatment capacity, admit the individual to treatment not later than:
 - (a) 14 days after the request for admission to County is made; or
 - (b) 120 days after the date of such request if no Provider has the capacity to admit the individual on the date of such request and, if interim Services are made available not less than 48 hours after such request
 - (4) For purposes of (3) above, "Interim Services" means:
 - (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - (b) Referral for HIV or TB treatment Services, where necessary; and
 - (c) Referral for prenatal care if appropriate, until the individual is admitted to a Provider's Services.
 - (d) If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall document such activities.
- d. **Infectious Diseases.** If County provides any A&D Services other than A&D 70 Services, County must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually

transmitted diseases, based on protocols established by OHA, for every individual seeking Services from County; and

- (2) Routinely make tuberculosis services available to each individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis Services.
 - (3) For purposes of (2) above, “tuberculosis services” means:
 - (a) Counseling the individual with respect to tuberculosis;
 - (b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 - (c) Appropriate treatment services.
- e. **OHA Referrals.** If County provides any A&D Services other than A&D 70 services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by OHA.
- f. **Barriers to Treatment.** Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- g. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- h. **Oregon Residency.** A&D Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as a resident so long as the individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- i. **Tobacco Use.** If County has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- j. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Service to that individual.
- 17. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for MHS 20, MHS 22, MHS 37 or MHS 38 Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.
- 18. **Substance Abuse Prevention and Treatment.** To the extent County provides any Service whose costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66). Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT I

REQUIRED PROVIDER CONTRACT PROVISIONS

- 1. Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver alcohol, drug abuse and addiction services, Provider may not use the funds paid to Provider under this Contract for such services:
 - (1) To provide inpatient hospital services;
 - (2) To make cash payments to intended recipients of health services;
 - (3) To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - (5) With respect to federal Substance Abuse Prevention and Treatment Block Grant moneys only, to purchase services from any person or entity other than a public or non-profit entity; or
 - (6) To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)).
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with federal OMB Circular A-87 as that circular is applicable on allowable costs.
- 2. Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of

making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.

- b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All individuals receiving services with funds provided under this Contract must enroll and maintain that client's record in either:

- (1) the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at:
<http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- (2) the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at:
<http://www.oregon.gov/oha/amh/pages/compass/electronic-data-capture.aspx>, as may be revised from time to time.

Over the next two years AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

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 H, Required Federal Terms and Conditions, Section 15. 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; (c) all state laws requiring reporting of client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H to the certain 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J of the certain 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon

Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.

- 11** Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT J

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.** Insurance 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). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

☒ **Required by OHA** ☐ **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

- ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. COMMERCIAL GENERAL LIABILITY

- ☒ Required by OHA ☐ Not required by OHA.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

- ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

- ☒ Required by OHA ☐ Not required by OHA.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

- ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"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.
7. **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).
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.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES**

EXHIBIT K

START-UP PROCEDURES

**A&D Special Projects (AD 60-Start-Up)
MHS Special Projects (MHS 37-Start-Up)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$5,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any special conditions which are specified in Exhibit D.

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 K. OHA must approve payment for all Start-Up funds.
- b. After execution of the Contract or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 days. Ordinarily, OHA will not release funds earlier than 90days prior to the projected first day of service. However, under justifiable circumstances, OHA may release funds earlier.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to the 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 the OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable the OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Addictions and Mental Health Division as the Security Interest Holder to OHA within five (5) days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Addictions and Mental Health Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. Special Written Approval Authorizations

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

a. WHEN LEASING:

- (1) Acquisition of real property, vehicles or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition;
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. OTHER:

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

3. Release of Payments

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 days of

the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. Start-Up Expenditure Documentation Maintained by County

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in section 2 above and pre-approved by OHA;
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit K.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 90 days following the effective date of the award, or within 60 days of termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. Dedicated Use Requirement

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

8. Removal of Liens

The following steps describe the process for removal of liens:

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

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

ALLOWABLE START-UP EXPENDITURES

Addictions and Mental Health Division

Policies: Start-Up funds:

1. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
2. Must be expended only for items and services listed below.
3. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients. If, however, some or all clients in a new program are not enrolled when a program opens, and this delay results in a loss of service payment or room and board revenue, Phase-In funds may be used to make up for those lost revenues up to 30 days.
4. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit K.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by AMH.

Allowable Costs (includes costs incurred during client trial visits)

1. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - a. Salaries and wages;
 - b. OPE costs; and
 - c. Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
2. **Facility Costs:**
 - a. Lease/mortgage payments and deposits;
 - b. Property taxes and maintenance fees not included in, lease or mortgage payments;
 - c. Utility costs, including hook-up fees; or,
 - d. Equipment rental costs.
3. **Program Staff Training:**
 - a. Training materials;
 - b. Training fees;
 - c. Trainer fees; and
 - d. Travel costs (excluding out of state).

4. **Services and Supplies:**
 - a. Program and office supplies;
 - b. Initial supplies of food, maintenance, and housekeeping items; or
 - c. Initial insurance premiums, (general, liability, and professional liability insurance;
5. **Capital Outlay**
 - a. Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs, work-related equipment for vocational programs;
 - b. Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
 - c. Office furnishings and equipment proportionate to size of residential program/staff being implemented;
 - d. Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps;
 - e. Renovation of real property costing less than \$5,000.

**2013-2015 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES**

**EXHIBIT L
Catalogue of Federal Domestic Assistance (CFDA) Number Listing**

Multnomah County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #(s)
MHS 01	Local Administration - Mental Health Services	Vendor	Medicaid General Fund Match MH General Fund	93.778
A&D 03	Local Administration - Addictions Services (Problem Gambling)		N/A	
A&D 60	Special Projects		N/A	
A&D 60	Strategic Prevention	Vendor	SPF-SIG	93.243
A&D 61	Adult Alcohol and Drug Residential Treatment		General Fund Beer/Wine 20 Beer/Wine 40	
A&D 62	Housing Services For Dependent Children Whose Parents are in Alcohol and Drug Residential Treatment	Subrecipient	General Fund Beer/Wine 20 Beer/Wine 40 SAPT Block Grant	93.959
A&D 67	Alcohol and Drug Residential Capacity Services	Subrecipient	General Fund SAPT Block Grant	93.959
A&D 82	Problem Gambling Residential Services		N/A	
MHS 20	Non-Residential Mental Health Services For Adults - General	Vendor	Medicaid General Fund Match MH General Fund	93.778
MHS 22	Child and Adolescent Mental Health Services Treatment Foster Care	Vendor	Medicaid General Fund Match	93.778
MHS 24	Regional Acute Psychiatric Inpatient Services		N/A	
MHS 26	Non Residential Youth and Young Adults Mental Health Services In Transition (Designated)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services	Vendor	Medicaid MH General Fund General Fund Match	93.778
MHS 31	Enhanced Care/Enhanced Care Outreach Services	Vendor	Medicaid General Fund Match	93.778
MHS 34	Adult Foster Care Services	Vendor	Medicaid MH General Fund General Fund Match	93.778
MHS 35	Older/Disability Adult Mental Health Services		MH General Fund	
MHS 36	Pre-Admission Screening and Resident Review Services		N/A	
MHS 37	MHS Special Projects		N/A	
MHS 37	Flex Funds	Sub-recipient	MH Block Grant	93.958
		Vendor	MH General Fund AD General Fund (Prev)	93.558
		Sub-recipient	TANF Match (GF)	
		Sub-recipient	Beer & Wine 20 Beer & Wine 40 SAPT Block Grant (Trmt)	93.959
			SAPT Block Grant (Prev) IDPF Lottery	93.959
MHS 39	Projects For Assistance In Transition From Homelessness (PATH) Services	Sub-recipient	PATH Grant	93.150