



ADMINISTRATIVE SERVICES DIVISION
Office of Contracts and Procurement

14 APR -3 P4:01

Oregon
Health
Authority

John A. Kilzhaber, MD, Governor

250 Winter St NE, Room 306
Salem, OR 97301

Voice: (503) 945-5818

FAX: (503) 378-4324

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**EIGHTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES AGREEMENT #141431**

This Eighth Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services dated as of July 1, 2013 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Yamhill County ("County").

RECITALS

WHEREAS, OHA and County wish to: modify the OWITS Financial Assistance Award set for in Exhibit D-2, modify the Exhibit for MHS 37-Flexible Funding, and update section 16., "Purchase and Disposition of Equipment" of Exhibit F, "General Terms and Conditions".

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the OWITS Financial Assistance are hereby amended as described in Exhibit 1 attached hereto and incorporated herein by this reference. Exhibit 1 must be read in conjunction with the portion of Exhibit D-2 of the Agreement that describes the effect of an amendment of the financial and service information.
2. Exhibit MHS 37-Flexible Funding, is hereby amended to read in its entirety as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.

B.O. 14-127

3. Exhibit F, "General Terms and Conditions", is hereby amended to read in its entirety as set forth in Exhibit 3 attached hereto and incorporated herein by this reference.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit G of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

Yamhill County

By:

Mary P. Stern Chair, BOC 3/6/14
Authorized Signature Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Title Date

by Christian Boenisch
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
3/16/14 by Board Order
14-127

3. Exhibit F, "General Terms and Conditions", is hereby amended to read in its entirety as set forth in Exhibit 3 attached hereto and incorporated herein by this reference.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit G of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

Yamhill County

By:

Authorized Signature

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Title

Date

I Approved (As To Form)
by Christian Boenisch
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on

3/10/14 by Board Order
14-127

**Exhibit 1 to the 8th Amendment to
Oregon Health Authority
2013-2015 Intergovernmental Agreement for the
Financing of Community Addictions and Mental Health Services Agreement #141431**

OREGON HEALTH AUTHORITY
OWTS FINANCIAL ASSISTANCE AWARD
2013-2015

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Exhibit D-2

CONTRACT NAME: Yamhill County CONTRACT #: 141431
EFFECTIVE DATE: 7/1/2013 12:00:00 AM AMENDMENT#: 8

ADDICTIONS AND MENTAL HEALTH SERVICES

SERVICE REQUIREMENTS MEET EXHIBIT B, MHS 37- FLEXIBLE FUNDING

Yamhill County-141431

Fund Source Description	Start Date	End Date	Approved Funding Level	Payment Frequency	Special Condition
0806 MH GENERAL FUND NEW INVESTMENT	01/01/2014	06/30/2014	\$125,000.00	Lump Sum	These funds are for Mental Health Prevention and Promotion services.
0806 MH GENERAL FUND NEW INVESTMENT	01/01/2014	06/30/2014	\$167,311.80	Lump Sum	These funds are for Crisis services.
0806 MH GENERAL FUND NEW INVESTMENT	01/01/2014	06/30/2014	\$93,541.50	Lump Sum	These funds are for Jail Diversion services.
0806 MH GENERAL FUND NEW INVESTMENT	07/01/2014	06/30/2015	\$18,590.20	Monthly	These funds are for Crisis services.
0806 MH GENERAL FUND NEW INVESTMENT	07/01/2014	06/30/2015	\$10,393.50	Monthly	These funds are for Jail Diversion services.
Total Authorized Amount			\$414,837.00		

Amendment Reason:

The funds subject to this amendment are a result of Package 810 of the Legislative Fiscal Office Analyst Adjustment -- Invest in Capacity in Community Mental Health.

**Exhibit 2 to the 8th Amendment to
Oregon Health Authority
2013-2015 Intergovernmental Agreement for the
Financing of Community Addictions and Mental Health Services Agreement #141431**

**Exhibit MHS 37 - Flexible Funding
MHS Special Projects**

1. Service Description

Promotion, prevention, early identification and intervention of conditions that lead to mental health, substance use and addiction disorders represent the array of interventions supported by Flexible Funding. 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 block 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 substance abuse 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, selected 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 AMHI.
- (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) Mobile crisis services are crisis services delivered in a person's home, a public setting, in a school, in a residential program or in a hospital to enhance community integration. Mobile crisis services may include:
- (a) Mental health crisis assessment
 - (b) Brief crisis intervention
 - (c) Assistance with placement in crisis respite or residential services
 - (d) Initiation of civil commitment process if applicable,
 - (e) Assistance with hospital placement, and
 - (f) Connecting individual with ongoing services and supports.
- (4) Provide Pre-Commitment Services:
- (a) Pre-commitment investigation
 - (b) Treatment planning and referral
 - (c) Adherence to the individual's rights through all legal proceedings.
- (5) 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/amb/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.
- (6) Provide monitoring and supervision services, described below, 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.
- (7) 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 (DUI) 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.

- (8) Provide Secured Transport.
- (9) Provide Supported Employment (SE) services in a manner that is consistent with fidelity standards established in OAR 309-016-0825 through 309-016-0855 and consistent with their BIP, or RHIP as applicable. If County lacks qualified Providers to deliver SE services and supports, County shall implement a plan, in consultation with AMH, to develop a qualified Provider network to access SE.
- (10) Assertive Community Treatment (ACT) and Early Assessment and Support Alliance (EASA). When providing these services, the County shall provide ACT and EASA services in a manner that is consistent with fidelity standards established by AMH and which incorporate the following:
 - (a) Assess individuals to determine whether ACT and EASA services and supports are appropriate.
 - (b) Provide those services with the individual's engagement and choice.
 - (c) EASA services are to be provided to young adults aged 14 to 24 who:
 - i. Have an IQ of 70 or above,
 - ii. Have not received treatment for a psychotic illness prior to the last 12 months, and

- iii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
 - (d) EASA services shall also include
 - i. Rapid access to psychiatric and counseling services
 - ii. Education about causes, treatment and management of psychosis
 - iii. Coaching on rights regarding access to employment, school, housing and additional resources
 - iv. Family psycho-education and support groups
 - v. Support for vocational education and independent living goals
 - vi. Access to local teams including psychiatrists, social workers, psychologists and occupational therapists
 - (e) The assessment and ACT or EASA services and supports must be provided by Providers that meet fidelity standards found at <http://www.oregon.gov/OHA/amb/Pages/reporting-reqs.aspx>.
 - (f) If the County lacks qualified Providers to deliver ACT or EASA services and supports, the County is encouraged to develop a plan to develop qualified Provider network or to access ACT or EASA for individuals in a manner that is consistent with their BIP, or RHIP as applicable, and in consultation with AMH.
- (11) Provide pre-booking and post-booking jail diversion services that increase interaction with justice-involved people with Serious and Persistent Mental Illness (SPMI) that result in the reduction or avoidance of jail time through the availability of alternative community based services, programs, or treatment approaches.
- (a) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers.
 - (b) Create opportunities for individuals to access housing in addition to vocational and educational services.
 - (c) Provide support services to prevent or curtail relapses and other crises.
 - (d) Assist people to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations.
 - (e) Promote peer support and the social inclusion of individuals with or in recovery from mental and substance use disorders in the community.

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), Section 16. 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-regs.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-regs.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. Supported Employment Services

- (1) County shall submit a written quarterly summary report, on delivery of Supported Employment services funded in whole or in part with funds provided under this Special Project, to OHA no later than the 15th of October, January, April, and July during the period for which funds are awarded for Supported Employment under this Agreement.
- (2) Reports must be prepared using forms and procedures prescribed by OHA.

c. EASA:

- (1) Counties providing EASA services directly to clients will submit data as specified to the EASA Center for Excellence.
- (2) For Counties in the implementation phase, a report will be developed to describe progress made in implementing the described plan within the EASA solicitation to include staff hired, trained, community outreach efforts and expected start date of service provision.
- (3) Quarterly and year-to-date budget expenditures.
- (4) Providers must prepare and submit a written annual summary of project accomplishments and challenges and a narrative interpretation of project data on outcomes, including fidelity review outcomes. Reports must be prepared using forms and procedures prescribed by OHA, and sent to:

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

d. 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.

e. Jail Diversion

- (1) For Services fully or partially funded with this financial assistance:

- (a) Report the total number of people that received services designated as pre-booking or post-booking diversion. Break out the following information:
 - i. Report the number of people that received services designated as pre-booking diversion.
 - ii. Report the number of people that were arrested that received services designated as post-booking diversion.
 - (b) Report the number of incidences where charges were dismissed or dropped as a result of jail diversion services.
 - (c) Report the number of people that were diverted from the Oregon State Hospital for 161.370 aid & assist services.
 - (d) Report the charges for which people were arrested that received jail diversion services.
 - (e) Provide a description of jail diversion services that people received in the current reporting period.
 - (f) Provide a detailed description of any jail diversion service created prior to the current reporting period.
 - (g) Provide information regarding any activities related to jail diversion that involve law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.
- (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.

f. 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 substance abuse 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 on a quarterly basis. The MDS system can be found on the internet at: <https://mds.hr.state.or.us>

Mental Health Promotion and Prevention service activity shall be captured by submitting quarterly expenditure and service reports to OHA subject to this Special Project as indicated at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>,
- (4) 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>.

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.

**Exhibit 3 to the 8th Amendment to
Oregon Health Authority
2013-2015 Intergovernmental Agreement for the
Financing of Community Addictions and Mental Health Services Agreement #141431**

**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)(e). 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 (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:
 - Network
 - Personal Computer
 - Printer/Plotter
 - Server
 - Storage device that will contain client information
 - Storage device that will not contain client information, when the acquisition cost is \$100 or more
 - Software, when the acquisition cost is \$100 or more

- b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:

- (1) description of the Equipment;
- (2) serial number;
- (3) where Equipment was purchased;
- (4) acquisition cost and date; and
- (5) location, use and condition of the Equipment

County shall provide the Equipment inventory list 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 Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 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.