

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

**FIRST AMENDMENT TO
OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH
SERVICES AGREEMENT #147808**

This First Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services effective as of July 1, 2015 (as amended, the "Agreement"), is entered into, when fully executed by every party, regardless of the date of execution by every party, shall become effective on October 1, 2015, 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 Exhibit A, "Definitions", Exhibit D, "Special Terms and Conditions", Exhibit E, "General Terms and Conditions", Exhibit G, "Required Federal Terms and Conditions", and Exhibit H "Required Provider Contract Provisions".

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. Exhibit A, "Definitions", section 28. "Service(s)" only is amended as follows: deleted language is ~~struck through~~.

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

Service Name	Service Code
Local Administration – Mental Health Services	MHS 01
Local Administration – Addictions Services	A&D 03
A&D Special Projects	A&D 60
Adult Substance Use Disorder Residential Treatment	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment	A&D 62
Peer Delivered Services	A&D 63
Community Behavioral and Substance Use Disorder Services	A&D 66
Substance Use Disorder Residential Capacity	A&D 67
Alcohol and Drug Abuse Prevention	A&D 70
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Non-Residential Mental Health Services For Adults	MHS 20
Child and Adolescent Mental Health Services	MHS 22
Non-Residential Youth and Young Adults Mental Health Services In Transition	MHS 26
Residential Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Treatment Services	MHS 28
Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board – PSRB and JPSRB	MHS 30
Enhanced Care/Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older/Disabled Adult Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services	MHS 36
MHS Special Projects	MHS 37
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

2. Exhibit D, “Special Terms and Conditions”, section 2. “Limitations on use of Financial Assistance Awarded for Addiction Services, subsection e. only is amended as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

- 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), **which generally prohibits funds provided under this Agreement from being used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public**

Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.

3. Exhibit E, “General Terms and Conditions”, section 1. “Disbursement and Recovery of Financial Assistance”, subsection c.(3)(a) only is amended as follows: Deleted Language is ~~struck through~~, and new language is **underlined and bold**.

(a) If OHA believes there has been a Misexpenditure (as defined in Exhibit A Definitions) ~~or of~~ **of** money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery with a detailed spreadsheet providing supporting data of the Misexpenditure attached and OHA and County shall engage in the process described in Section 1.c.(3)(c).

4. Exhibit E, “General Terms and Conditions”, section 5. “Provider Contracts” only is amended as follows: Deleted Language is ~~struck through~~, and new language is **underlined and bold**.

5. Provider Contracts. Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to Section 6 of this Exhibit E, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a “Provider”) through a contract (a “Provider Contract”). Subject to Section 6 of this Exhibit E, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, **identify for sub-recipients the amount of Substance Abuse Prevention and Treatment Block Grant included in the Provider Contract, provide the CFDA number**, and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and special conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

5. Exhibit G. “Required Federal Terms and Conditions”, section 15 “Special Federal Requirements Applicable to Addiction Services”, subsection c. “intravenous Drug Abusers” is hereby amended as follows: Deleted Language is ~~struck through~~, and new language is **underlined and bold**.

c. Intravenous Drug Abusers. If County provides any A&D Services other than A&D 70, A&D 80, A&D 81, or A&D 82 Services, County must:

- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
- (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven days.
- (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the individual to another Provider with treatment capacity, admit the individual to treatment not later than:
 - (a) 14 days after the request for admission to County is made; or
 - (b) 120 days after the date of such request if no Provider has the capacity to admit the individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request
 - (c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the individual is enrolled with will ensure that interim services are being offered. If the individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the individual's residence that is referring the individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.**

6. Exhibit G, "Required Federal Terms and Conditions" section 17 "Substance Abuse Prevention and Treatment" is amended as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

17. Substance Abuse Prevention and Treatment. To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) **and 45 CFR 96.130 regarding the sale of**

tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. **CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87**

7. Exhibit G, “Required Federal Terms and Conditions”, add new section 18. “Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” as follows:

18. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/amh/Pages/federal-reporting.aspx>

8. Exhibit H “Required Provider Contract Provisions” section 1. “Expenditure of Funds” only is amended as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

- a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
- b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
- c. If this Contract requires Provider to deliver alcohol, drug abuse and addiction services, Provider may not use the funds paid to Provider under this Contract for such services:
 - (1) To provide inpatient hospital services;
 - (2) To make cash payments to intended recipients of health services;
 - (3) To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - (5) To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5))-**5), which generally prohibits funds provided under this Agreement from being used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.**

d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 -CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

9. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
10. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
11. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
12. 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:

Allen Springer
Authorized Signature

Chair, Board of Commissioners
Title

11-23-15
Date

State of Oregon acting by and through its Oregon Health Authority

By:

Ka Wheel
Authorized Signature

Bus + op Policy Dir.
Title

12/3/15
Date

Approved As To Form
by Christian Boensch
Christian Boensch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on

11-12-15 by Board Order
15-458

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

Yamhill County

By:

Allen Springer Chair, Board of Commissioners 11-23-15
Authorized Signature Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Title Date

Approved As To Form
by Christian Boenisch
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
11.12.15 by Board Order
15-458

DOCUMENT RETURN STATEMENT

October 6, 2015

Re: Document #: **147808-1** hereinafter referred to as "Document."

Please complete the following statement and return it along with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable).

I Allen Springer, Chair, Board of Commissioners,
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Oregon Health Authority, and **Yamhill County**, by e-mail from Tami Goertzen on October 6, 2015.

On 11-12-15, I signed the electronically transmitted Document without
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

Allen Springer 11-12-15
(Authorizing Signature) (Date)