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

This Sixth 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, 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 Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and County wish to add an Exhibit to MHS 37 Special Projects "Rental Assistance Program Services".

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, Part 1 "Statement of Work" is hereby amended to add an Exhibit to MHS 37 Special Projects "MHS 37-Rental Assistance Program Services" as Attachment 1 to this Amendment, which is hereby incorporated herein by this reference.
2. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 2 attached hereto and incorporated herein by this reference. Attachment 2 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.

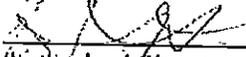
B.O. 116-58

3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. 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.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. 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

Mary Starrett
Printed Name

Chair, Board of Commissioners
Title
2-25-16
Date

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

By:


Authorized Signature

Karen Wheeler
Printed Name

Section Director
Title

3/2/16
Date

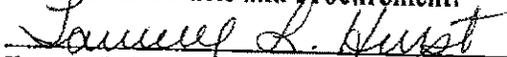
Approved for Legal Sufficiency:

Approved via e-mail from Assistant Attorney General Steven Marlowe on July 5, 2015

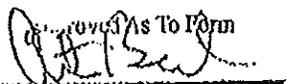
OHA Program:

Approved by Sheryl Derting on February 11, 2016, email in Contract file.

Office of Contracts and Procurement:


Tammy L. Hurst, OPBC, OCAC
Contract Specialist

3/7/16
Date


Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
2-25-16 by Board Order
12-58

Attachment 1

Exhibit MHS 37 - Rental Assistance Program Services to MHS 37 Service Description MHS Special Project

1. Service Description

Rental Assistance Program Services allow individuals to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

Rental Assistance Program Services (RAS) are intended to assist individuals who are 18 years of age or older with Serious Mental Illness (SMI), as defined in OAR 309-032-0311(17), and who meet at least one of the following criteria in paying for rental housing:

- a. Transitioning from the Oregon State Hospital;
- b. Transitioning from a licensed residential setting;
- c. Without supported housing are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an individual to live as independently as possible in their own home;
- d. Homeless as defined in 42 U.S.C. § 11302; or
- e. At risk of being homeless.

2. Performance Requirements

- a. Rental Assistance Program Services include the funding for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; the support service components including, but not limited to, financial budgeting, community navigation, and maintaining healthy relationships which supports individuals in their ability to live as independently as possible in the community. These funds shall not be used to fund any other county position.
- b. Rental assistance funding per individual will be set by program and will not exceed the HUD Fair Market Rent (FMR). Exceptions may be granted with OHA pre-approval. Payments for rental assistance made on behalf of individuals cover payment to landlords or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.
- c. Move-in expense payments will be based on the individual's need and determined by the program. Payments for move-in costs may include cleaning and security deposits, pet deposits, and outstanding utility bills.
- d. County shall annually inspect or have inspected rental housing units subject to this special project to assure unit passes the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.
- e. County will coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.
- f. Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:

B.O. 112-58

- (1) Payment for RAS data collection and documentation of service delivery in compliance with state and federal requirements; and
 - (2) Payment for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program office space, etc.
- g. Utilization requirements for RAS Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award".
 - h. County Compliance: No more than 20% of units in a building or complex of buildings may be reserved for tenants with SMI referred by the state or its' contractors or subcontractors. The County or subcontractor shall make good faith, reasonable, best efforts to facilitate the use of those units by persons with SMI. The remaining housing is available to all individuals in conformance with Fair Housing and other related laws.
 - i. Compliance with criteria in the County's application and this Agreement is equally binding.
 - j. County may contract with subcontractors subject to prior review and approval by OHA.
3. **Special Reporting Requirements**
- a. For each calendar quarter (or portion thereof) during the period for which financial assistance is awarded under this Agreement for MHS 37-Rental Assistance Program Services, the County shall electronically submit to amhcontract.administrator@state.or.us written quarterly reports on the delivery of MHS 37-Rental Assistance Program Services no later than 45 calendar days after the end of each subject quarter using forms and procedures prescribed by OHA.
 - b. Information and data as required on the OHA provided reporting template.
 - c. For financial settlement use, the following information shall be included for both monthly and subject quarter totals on each report:
 - (1) Amount expended for move-in and barrier removal services.
 - (2) Amount expended for housing rent.
 - (3) Amount expended for staff positions and administration.
 - d. All individuals receiving MHS 37-Rental Assistance Program Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, as it may be revised from time to time.
4. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**
- a. Calculation of Financial Assistance. OHA will provide financial assistance for MHS 37-Rental Assistance Program Services provided under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one from funds identified in that line in an amount equal to the amount of cash assistance actually paid by County on behalf of the individuals for Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 37-Rental Assistance Program Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one, shall not exceed the total funds awarded for MHS 37-Rental Assistance Program Services as specified in that line of the Financial Assistance Award.
 - b. Disbursement of Financial Assistance. Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 37-Rental Assistance Program Services provided under a particular line of the Financial

Assistance Award containing 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:

- (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 MOTS and other required reports in accordance with Section 3., "Special Reporting Requirements" above;
 - (2) OHA may, upon written request of County, adjust monthly allotments;
 - (3) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 37-Rental Assistance Program Services provided under that line of the Financial Assistance Award; and
 - (4) OHA is not obligated to provide financial assistance for any MHS 37-Rental Assistance Program Services that are not properly reported in accordance with Section 3. "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37-Rental Assistance Program Services, or termination of County's obligation to include the Program Area in which MHS 37-Rental Assistance Program Services fall in its CMHP.
- c. Agreement Settlement. Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 37-Rental Assistance Program Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the cash assistance paid on behalf of the program contractors for rental assistance, barrier removal, and move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with Section 3. "Special Reporting Requirements" above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award.

Attachment 2
Exhibit C
Financial Assistance Award

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 2015-2017

CONTRACTOR: YAMHILL COUNTY
 DATE: 02/05/2016

Contract#: 147808
 Reference#: 008

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# 37 MHS SPECIAL PROJECTS								
A	2/2016- 6/2016	N/A	\$17,057	\$0	0.	NA	N/A	M0199 2
A	2/2016- 6/2016	N/A	\$21,675	\$0	5.	SLT	N/A	M0199 1
A	7/2016- 6/2017	N/A	\$40,936	\$0	0.	NA	N/A	M0199 2
A	7/2016- 6/2017	N/A	\$52,020	\$0	5.	SLT	N/A	M0199 1
SUBTOTAL SE# 37			\$131,688	\$0				
TOTAL SECTION 1			\$131,688	\$0				

TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES

\$131,688

TOTAL AUTHORIZED FOR THIS FAAA:

\$131,688

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: YAMHILL COUNTY
DATE: 02/05/2016

Contract#: 147808
REF#: 008

REASON FOR FAAA (for information only):

MHS Special Projects (MHS 37) and Exhibit MHS 37 Rental Assistance Program Services to MHS 37 Services Description funds are awarded for Rental Assistance.

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.

- M0199 1 These funds are for MHS 37 Rental Assistance Program Services that must result in monthly rental assistance for 5 unduplicated clients not to exceed \$867.00 per month per client where under delivery of Services subject to this financial assistance may result in recovery of funds at a rate of \$867.00 for each month Services are under delivered.
- M0199 2 These funds are for MHS 37 Rental Assistance Program Services for Operating Expenses.

OREGON HEALTH AUTHORITY
 Financial Assistance Award Amendment (FAAA)
 FAAA Totals

Part A
 2015-2017

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

CONTRACTOR: YAMHILL COUNTY
 DATE: 02/05/2016

CONTRACT#: 147808
 REF#: 008

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
26	RESIDENTIAL TREATMENT SERVICES	\$309,512	\$0	\$0	\$309,512
TOTAL SE# 28		\$309,512	\$0	\$0	\$309,512
30	MONITORING, SECURITY, AND SUPE	\$32,524	\$0	\$0	\$32,524
TOTAL SE# 30		\$32,524	\$0	\$0	\$32,524
35	OLDER/DISABLED ADULT MENTAL HE	\$236,690	\$0	\$0	\$236,690
TOTAL SE# 35		\$236,690	\$0	\$0	\$236,690
37	MHS SPECIAL PROJECTS	\$2,618,680	\$0	\$57,993	\$2,676,673
37	MHS SPECIAL PROJECTS	\$0	\$0	\$73,695	\$73,695
TOTAL SE# 37		\$2,618,680	\$0	\$131,688	\$2,750,368
		\$3,197,406	\$0	\$131,688	\$3,329,094

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

2015-2017

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

CONTRACTOR: YAMHILL COUNTY
 DATE: 02/05/2016

CONTRACT#: 147808
 REF#: 008

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
28	RESIDENTIAL TREATMENT SERVICES	\$20,000	-\$4,000	\$0	\$16,000
TOTAL SE#	28	\$20,000	-\$4,000	\$0	\$16,000
30	MONITORING, SECURITY, AND SUPE	\$116,200	\$4,000	\$0	\$120,200
TOTAL SE#	30	\$116,200	\$4,000	\$0	\$120,200
		\$136,200	\$0	\$0	\$136,200

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
2015-2017

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

CONTRACTOR: YAMHILL COUNTY
DATE: 02/05/2016

CONTRACT#: 147808
REF#: 008

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL
28	RESIDENTIAL TREATMENT SERVICES	\$20,000	-\$4,000	\$0	\$16,000
28	RESIDENTIAL TREATMENT SERVICES	\$109,512	\$0	\$0	\$309,512
TOTAL SE# 28		\$329,512	-\$4,000	\$0	\$325,512
30	MONITORING, SECURITY, AND SUPE	\$116,200	\$4,000	\$0	\$120,200
30	MONITORING, SECURITY, AND SUPE	\$32,524	\$0	\$0	\$32,524
TOTAL SE# 30		\$148,724	\$4,000	\$0	\$152,724
35	OLDER/DISABLED ADULT MENTAL HE	\$236,690	\$0	\$0	\$236,690
TOTAL SE# 35		\$236,690	\$0	\$0	\$236,690
37	MHS SPECIAL PROJECTS	\$2,618,680	\$0	\$57,993	\$2,676,673
37	MHS SPECIAL PROJECTS	\$0	\$0	\$73,695	\$73,695
TOTAL SE# 37		\$2,618,680	\$0	\$131,688	\$2,750,368
CONTRACT TOTAL		\$3,333,606	\$0	\$131,688	\$3,465,294

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.

B.O. 16-08