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

This Twelfth 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 add an Exhibit to MHS 37 Special Projects for "Aid and Assist Client Services."

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

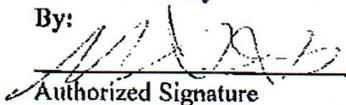
1. Exhibit B-1, "Service Descriptions" is hereby amended to add as an Exhibit to MHS 37 Special Projects, "Exhibit MHS 37 – Aid and Assist Client Services" which is attached to this Amendment as Attachment 1 and with this reference incorporated herein.
2. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1, 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.

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

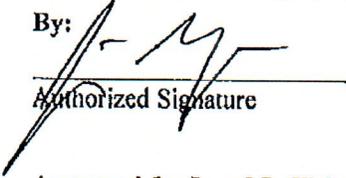
Mary Starrett
 Printed Name

Chair Board of
 Title Commissioners

7/14/16
 Date

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

By:


 Authorized Signature

Justin Hopkins
 Printed Name

Contracts and
 Compliance Director
 Title

7/29/16
 Date

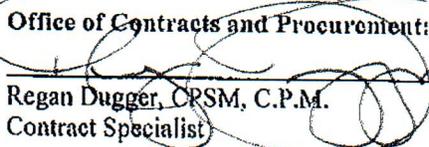
Approved for Legal Sufficiency:

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

OHA Program:

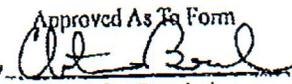
Approved by Carmen Armendariz on June 24, 2016, email in Contract file.

Office of Contracts and Procurement:


 Regan Dugger, CRSM, C.P.M.
 Contract Specialist

08/04/2016
 Date

Approved As To Form


 Christian Boenisch
 County Counsel
 Yamhill County

Accepted by Yamhill County
Board of Commissioners on

7-14-16 by Board Order
 # 16-282

ATTACHMENT 1

Exhibit MHS 37 – Aid and Assist Client Services To MHS 37 Service Description MHS Special Projects

1. Service Description

MHS 37 Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant's capacity to stand trial as required in ORS §161.370 while the defendant resides in the community. These services are required to restore an individual's ability to aid and assist in their own defense, before the person can stand trial.

a. Restoration Services include:

- (1) Providing the defendant with the education necessary to best facilitate the defendant's return to capacity including, but not limited to:
 - (a) Skills training regarding court room procedures, roles, language and potential outcomes of the court process;
 - (b) Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and
 - (c) Linkages to benefits and community resources such as SNAP, housing/shelter, Medicaid enrollment, and cash assistance.
- (2) Coordination and consultation to the jurisdictional Court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the defendant is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:
 - (a) Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;
 - (b) Collaboration and coordination with community corrections;
 - (c) Consultation to Mental Health Court, if Mental Health Court is available in the service area;
 - (d) Participation in Mental Health/Law Enforcement collaboration meetings; and
 - (e) Communication of court ordered requirements, limitations, and court dates.
- (3) Assist the defendant in accessing community supports that will promote recovery and community integration, including, but not limited to:
 - (a) Case management;
 - (b) Skills training;
 - (c) Crisis services;
 - (d) Individual or group therapy;
 - (e) Alcohol and drug addiction treatment; and
 - (f) Psychiatric prescription management and medication education.

- (4) Administrative activities related to the Restoration Services described above, including but not limited to:
 - (a) Reporting of the individual's compliance with the conditional release requirements through monthly reports to appropriate court; and
 - (b) Providing interim quarterly reports for the purpose of communicating current status of defendants to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.
- b. The County shall allocate adequate staffing to meet the needs of the community and provide the necessary services as described in Section a. above.

2. Performance Requirements

Providers of MHS 37 Services funded through this Agreement shall comply with ORS 161.370 and any rules promulgated to detail the statute(s).

3. Special Reporting Requirements

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

Each quarterly report shall provide the following information per month for each subject quarter:

- (1) Beginning date of services;
- (2) Description of services provided; and
- (3) Individual demographic information to include:
 - (a) Name of individuals served;
 - (b) MOTS identification number;
 - (c) Medicaid identification number (if applicable);
 - (d) Oregon Corrections – State identification number (SID) (if applicable);
 - (e) Gender;
 - (f) Race;
 - (g) Ethnicity;
 - (h) Date of birth;
 - (i) Living situation; and
 - (j) Primary diagnosis (if applicable).
- b. All individuals receiving 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.

All individuals receiving Restoration Services must be coded as "Aid and Assist (ORS 161.370)" as the 'Legal Status' in MOTS.

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

OHA provides financial assistance for MHS 37 Aid and Assist Client Services in two different ways, through Part A and Part C Awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 37 lines in which column one will contain an "A" for Part A or "C" for Part C award.

a. For the six established County programs:

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

- (a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 37 Aid and Assist Client Services identified in a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, from funds identified in that line of the Financial Assistance Award. The total OHA financial assistance for all MHS 37 Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.
- (b)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 37 Aid and Assist Client 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:
 - i.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded from MHS 37 Services provided under that line of the Financial Assistance Award; and
 - ii.** OHA is not obligated to provide financial assistance for any MHS 37 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 Services, or termination of county's obligation to include the Program Area in which MHS 37 Services fall in its CMHP.

(2) The Part C awards will be calculated, disbursed and settled as follows:

- (a)** Calculation of Performance Award: County will qualify for a performance award at the end of each subject quarter if it reached target outcomes as agreed upon between OHA and County and as evidenced by the data properly reported in accordance with Section 3. "Special Reporting Requirements".
- (b)** Disbursement of Performance Award: The performance award is based on achievement of the performance criteria as agreed upon between OHA and County.

- i. Upon OHA’s determination that County met or exceeded the performance criteria, County may electronically submit to amhcontract.administrator@state.or.us a written invoice to OHA for a performance award not to exceed amounts agreed upon between OHA and County. The total OHA financial assistance for all MHS 37 Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.
- ii. OHA is not obligated to provide payment for any invoice received 60 calendar days after the date of the expiration or termination of this Agreement, whichever is earlier.

(c) Agreement Settlement.

Agreement Settlement will be used to confirm implementation of the project described herein based on data properly reported in accordance with Section 3. “Special Reporting Requirements” above.

b. For Counties without an established program:

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

- (a)** Calculation of Financial Assistance Award: County will provide a written request for a Financial Assistance Award to OHA for performance of MHS 37 Aid and Assist Client Services as agreed upon between OHA and County and as evidenced by the data properly reported in accordance with Section 3 “Special Reporting Requirements”.
- (b)** Disbursement of Financial Assistance: Upon approval of request, OHA will provide financial assistance for MHS 37 Aid and Assist Client Services identified in a particular line of Exhibit C, “Financial Assistance Award” containing a “C” in column one, to County per receipt and approval of invoice and required reports.
 - i. County shall electronically submit to amhcontract.administrator@state.or.us a written invoice with required reports due no later than 45 calendar days following the end of the subject quarter, to be disbursed in the monthly allotments during the period specified in that line of the Financial Assistance Award. The total OHA financial assistance for all MHS 37 Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.
 - ii. OHA is not obligated to provide payment for any invoice received 60 calendar days after the date of the expiration or termination of this Agreement, whichever is earlier.
- (c)** Agreement Settlement.

Agreement Settlement will be used to confirm implementation of the project described herein based on data properly reported in accordance with Section 3 “Special Reporting Requirements” above.

ATTACHMENT 2

Exhibit C Financial Assistance Award

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

CONTRACTOR: YAMHILL COUNTY
DATE: 06/21/2016

Contract#: 147808
Reference#: 013

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	1/2016- 6/2016	N/A	\$33,333	\$0	0.	NA	N/A	M0351 1
A	1/2016- 6/2016	N/A	\$33,333	\$0	0.	NA	N/A	M0351 3
A	7/2016- 6/2017	N/A	\$66,667	\$0	0.	NA	N/A	M0351 1
A	7/2016- 6/2017	N/A	\$66,667	\$0	0.	NA	N/A	M0351 3
C	1/2016- 6/2016	N/A	\$6,315	\$0	0.	NA	N/A	M0351 4
C	7/2016- 6/2017	N/A	\$25,260	\$0	0.	NA	N/A	M0351 4
C	10/2016- 6/2017	N/A	\$2,000	\$0	0.	NA	N/A	M0351 2
SUBTOTAL SE# 37			\$233,575	\$0				
TOTAL SECTION 1			\$233,575	\$0				
TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES							\$233,575	
TOTAL AUTHORIZED FOR THIS FAAA:			\$233,575					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: YAMHILL COUNTY
DATE: 06/21/2016

Contract#: 147808
REF#: 013

REASON FOR FAAA (for information only):

MHS Special Projects (MHS 37) Exhibit MHS 37 - Community Behavioral and Mental Health Services funds are awarded for Jail Diversion Services, funds are awarded for Early Assessment and Support Alliance (EASA) Services and funds are awarded for Crisis Services; Exhibit MHS 37 - Aid and Assist Client Services funds are awarded for Restoration Services and periodic assessment of a defendant's capacity to stand trial.

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.

- M0351 1 These funds are awarded for the special project described in Exhibit MHS 37 - Community Behavioral and Mental Health Services to MHS 37 Service Description for Jail Diversion Services.
- M0351 2 A) These funds are for the special project described in Exhibit MHS 37 - Community Behavioral and Mental Health Services to MHS 37 Service Description for Early Assessment and Support Alliance (EASA) Services. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 days after the date this Amendment becomes executed. C) These fund may only be used in accordance with federal regulations related to Mental Health Block Grant.
- M0351 3 These funds are awarded for the special project described in Exhibit MHS 37 - Community Behavioral and Mental Health Services to MHS 37 Service Description for Crisis Services.
- M0351 4 These funds are awarded for the special project described in Exhibit MHS 37 - Aid and Assist Client Services to MHS 37 Service Description for Restoration Services and periodic assessment of a defendant's capacity to stand trial.

Keri Hinton

B.O. 11e-282

From: Silas Halloran-Steiner
Sent: Thursday, July 07, 2016 6:06 PM
To: Mary Starrett; Laura Tschabold
Cc: Keri Hinton; Lucy Flores Mendez; Christina Malae; Terry Malay; Marie Mcdaniel-Bellisario; Emily Piper; Krisan Pendleton
Subject: Board Consideration: CMHP Agreement #147808-12
Attachments: 147808-12 rjd Final.pdf

Hi Mary and Laura,

Attached is amendment #12 to our Intergovernmental Agreement #147808 with the Oregon Health Authority for the financing of Addictions and Mental Health Services. This amendment contains a service description for Aid and Assist Client Services and adds \$233,575 in multiple program areas as follows:

Program	Amount	Effective	End Date
Jail Diversion	\$100,000	January 1, 2016	June 30, 2017
Crisis Services	\$100,000	January 1, 2016	June 30, 2017
Aid and Assist Client services	\$31,575	January 1, 2016	June 30, 2017
Early Assessment & Support Alliance (EASA)	\$2,000	October 1, 2016	June 30, 2017

The Jail Diversion and Crisis funding is in response to our grant application to support the development of a secure crisis respite facility. The authorization to apply for this funding was approved under Board Order 16-20 and the amounts are included in our 2016-2017 Health and Human Services Adopted budget.

The Aid and Assist funding is in keeping with House Bill 2420 and allows us to invoice against the funds for non-Medicaid covered services for individuals who are in the criminal justice system awaiting case resolution but need restorative services in order to aid and assist in their defense. The portion of funding for the 2016-2017 fiscal year is included in our 2016-2017 Health and Human Services Adopted budget and we have sufficient expense authority for the 2015-2016 fiscal year funds.

The Early Assessment and Support Alliance provides information and support to young people experiencing symptoms of psychosis for the first time. While this amount is not included in our 2016-2017 Health and Human Services Adopted Budget, we have sufficient expense authority.

I recommend the Board approve these amendments as written. Please let me know if you have any questions.

Lucy/Keri, please place this item on the next Board Agenda for approval. Suggested Board Agenda language:

“Approve an amendment to the agreement between Yamhill County Health and Human Services and the Oregon Health Authority for \$233,575 effective January 1, 2016 through June 30, 2017.”

Contract return instructions are below.

Thanks,

Silas Halloran-Steiner
Director, Yamhill County Health and Human Services Department