

Agreement Number 151159

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **01** to Agreement Number **151159** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Yamhill County
acting by and through its Adult Mental Health Division
627 NE Evans Street
McMinnville, OR 97128
Attn: Silas Halloran-Steiner
Telephone: (503) 434-7523 ext. 4740
Facsimile: (503) 434-9846
E-mail address: halloras@co.yamhill.or.us**

hereinafter referred to as "County."

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or July 01, 2017 whichever date is later per the authority under OAR 125-247-0288.
2. The Agreement is hereby amended as follows:
 - a. Section 1., "Effective Date and Duration," is hereby amended by changing the expiration date from June 30, 2017 to September 30, 2017.
 - b. Effective July 1, 2017, Exhibit A, Part 1 "Statement of Work," Section 2.a. "Exhibit MHS 37 Choice Model Services to MHS 37 Service Description MHS Special Projects," is hereby amended, as set forth in Attachment 1, attached hereto and incorporated herein by this reference, as follows: language to be deleted or replaced is ~~struck through~~, new language is **underlined and bold**.
 - c. Effective July 1, 2017, Exhibit E, "Financial Pages," is hereby amended as set forth in Attachment 2, attached hereto and incorporated herein by this reference.
3. County agrees that this extension is for the purpose of negotiating contract language for the 2017-2019 Agreement and that County will participate in the negotiations in good faith.

4. Certification.

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
- (1) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (2) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (4) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Yamhill County acting by and through its Adult Mental Health Division

By:


Stan Promezich
Board of Commissioners, Chair
7-6-17

 Authorized Signature Printed Name Title Date

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

By:

 Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Assistant Attorney General

Date

OHA Program:

Approved by Sheryl Derting on June 28, 2017; email in Contract file.

Accepted by Yamhill County
 Board of Commissioners on
7-6-17 by Board Order
 # 17-263

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Yamhill County acting by and through its Adult Mental Health Division

By:

[Signature] Stan Pomeziak Board of Commissioners, Chair 7-6-17
Authorized Signature Printed Name Title Date

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

By:

[Signature] Chris Monahan Director 7/10/17
Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Assistant Attorney General

Date

OHA Program:

Approved by Sheryl Derting on June 28, 2017; email in Contract file.

Accepted by Yamhill County
Board of Commissioners on
7-6-17 by Board Order
17-243

ATTACHMENT 1

Exhibit MHS 37 – Choice Model Services to MHS 37 Service Description MHS Special Project

1. For purposes of this section the following definitions apply:
 - a. Face-to-Face means a personal interaction where both words can be heard and facial expressions can be seen in person or through telehealth services where there is a live streaming audio and video.
 - b. In-reach means services delivered from community resources to the individual while at the Oregon State Hospital (OSH), including Assertive Community Treatment (ACT) and peer services to help OSH develop stabilization strategies and to prepare individual's for discharge. These services can be delivered through meetings with Choice Model Services ENCC, hospital staff, and the individual being served.
 - c. Community Resource Development Plan means a plan to assess an individual's needs in the community for discharge within 30 calendar days of admission to OSH. County shall identify if the individual's needs are currently available in the community; if so, then reserve those resources; if not, then develop those resources to be ready once the individual is stable. A list of approved resources can be found on the OHA procedural website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time.
 - d. Behavioral Services means an array of mental health and substance use disorder services, from screening and prevention to the level of services an individual qualifies to receive. Considering this is a mental health primary population, it is especially important to address substance use disorders at any level identified, including detox, residential and outpatient treatment. Behavioral services should also be integrated into the individuals' medical home with options for receiving services in that setting as well as specialized behavioral healthcare settings, such as community mental health.
 - e. ENCC – Exceptional Need Care Coordination is a title of a County delivering Choice Model Services and emphasizes the role of identifying and creating new services that are specifically matched to the target population described in the Service Description. In addition, ENCCs also assist but not lead, in the placement of other clients outside of the target population as a resource for community placement or diversion from the Oregon State Hospital.
 - f. Qualifying Events (QEs) are transitions from one level of care to another, typically from OSH to independence with services to be successful, or to licensed residential or foster care. Transitions are not expected to be sequential up or down in levels of care but be matched with an individual's stabilization and abilities. More points are assigned to placements that are independent from OSH than to licensed care. More definitions can be found at the procedural website: <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time.
 - g. 1915(i) - The Home and Community-Based Services (HCBS) 1915 (i) is a state Medicaid plan amendment that allows for the use of Medicaid funding for Home-Based Habilitation. Behavioral Habilitation and Psychosocial Rehabilitation services are for qualified Medicaid recipients who have been diagnosed with a mental illness.

2. Service Description

The Choice Model Services, previously known as the Adult Mental Health Initiative (AMHI), is designed to promote more effective utilization of current capacity in facility based treatment settings, increase care coordination and increase accountability at a local and state level. It is designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the most independent environment possible and use of long term institutional care is minimized.

Target Population:

The target population is individuals who, because of mental illness:

- a. Currently reside at an institution listed in ORS 179.321 and includes patients residing within a Neuro/Gero ward at OSH in Salem, Oregon; or
- b. Currently reside in a licensed community based setting listed in ORS 443.400 and includes licensed programs designated specifically for young adults in transition; or
- c. Are under a civil commitment pursuant to ORS 426; or
- d. Were under a civil commitment that expired in the past 12 calendar months; or
- e. Would deteriorate to meeting one of the above criteria without treatment and community supports; and
- f. Does not include individuals who are under the jurisdiction of the Psychiatric Security Review Board (PSRB).

County shall:

- a. Provide oversight and care coordination of individuals within the target population to facilitate access to services consistent with the clinical needs of the individual and the purpose of the Choice Model Services; and
- b. Maintain and monitor a provider panel that requires written agreements between County and providers, and that has sufficient capacity and expertise to provide adequate, timely and medically appropriate access to services for the target population. The clinical services may be described and funded in other contracts or services for individuals who are 18 years of age or older, including the contracts between OHA and Coordinated Care Organizations (CCO).

3. Performance Requirements

County shall perform the following services as prescribed in the procedural website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be changed from time to time with mutual agreement between OHA and County.

Performance Requirements will be demonstrated as completed by submission of reports as required in Subsection (4) below, for each element as follows:

- a. Supported Housing;
- b. Exceptional Needs Care Coordination;
- c. Crisis and Mobile Crisis Services;
- d. Rehabilitative Mental Health Treatment Services;
- e. Transition Planning and Management;

- f. Develop and promote Peer Run and Peer Delivered Services;
- g. Recovery-oriented services;
- h. Guardianship, conservator and/or payee; and
- i. Supportive and Supported Employment.

Choice Model payments may be used to purchase services and for system development as mutually agreed upon between OHA and County as prescribed in Choice Model Services procedures located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx>, as it may be revised from time to time.

County may contract with subcontractors subject to prior review and written approval by OHA.

4. Reporting Requirements

County shall prepare and electronically submit to amhcontract.administrator@state.or.us written reports using forms and procedures as prescribed in OHA's website located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx> no later than 45 calendar days following the end of each stated subject time period during the term of the Agreement, as it may be revised from time to time.

- a. OHA licensed providers of adult mental health residential services shall comply with the prior authorization processes described in OAR 410-172-0140, service entry processes described in OAR 410-172-0240, and program requirements described in OAR 410-172-0250 through 410-172-0270.
- b. County shall prepare and electronically submit transition outcome Qualifying Events (QEs) to the E-Submission site located at <http://www.oregon.gov/oha/amh/Pages/cm.aspx> containing the Level of Service Intensity Determination Data as prescribed by OHA at the above web site no later than 45 calendar days following the end of each subject quarter, unless a different schedule is specified.
- c. For every individual who will exceed the OHA established timeline for placement, County shall prepare and submit to OHA a weekly review of the discharge plan update for every individual residing at OSH from their service area. The update must describe the specific barriers, strategies to overcome those barriers, and timelines to accomplish the transition to the community.
- d. County shall prepare and submit a Choice Model Services, Statement of Revenue and Expenses report following the end of each subject quarter.
- e. Upon OHA's identification of any deficiencies in the County's subcontractor performance under this Agreement, including failure to expend available funding, County shall prepare and submit to OHA an OHA approved Corrective Action Plan (CAP). The CAP must include the following information:
 - (1) The name of the subcontractor responsible for the deficiency;
 - (2) Reason or reasons for the CAP;
 - (3) The date the CAP will become effective;
 - (4) Proposed resolution of the deficiencies identified; and
 - (5) Proposed remedies, short of termination, should County's subcontractor not come into compliance within the timeframe set forth in the CAP.

5. Payment Calculation, Disbursement and Agreement Settlement Procedures

OHA provides payments for MHS 37 – Choice Model Services in two different ways, through Part A and Part C payments. The payment type is set forth in Exhibit E, “Financial Pages”, in MHS 37 lines that contain an “A” for Part A or “C” for Part C payments.

- a. The Part A payments will be calculated, and disbursed as follows:
- (1) Calculation of Payments: Payments for this special project are intended to be general payments for MHS 37- Choice Model Services provided through this Agreement. Accordingly, OHA will not track delivery of MHS 37- Choice Model Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met.
 - (2) Disbursement of Payment: Unless a different disbursement method is specified in that line of the Exhibit E, “Financial Pages”, OHA will make payments for MHS 37- Choice Model Services provided under a particular line of the Financial Pages to County in substantially equal monthly payments during the period specified in that line of the Financial Pages, subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly payments; and
 - (b) Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the funding MHS 37- Choice Model Services provided under that line of the Financial Pages.
- b. The Part C payments will be calculated and disbursed as follows:
- (1) Calculation of Performance Payment:
 - (a) For the period July 1, 2016 through June 30, 2017:** County will qualify for a performance payment at the end of each fiscal year if it was operational, as defined by serving individuals and evidenced by the data properly reported in accordance with Subsection (4), “Reporting Requirements”, for at least 180 calendar days per fiscal year and who meet the following performance criteria:
 - ~~(a)~~**i.** County has documented achievement of 100% of the minimum number of mutually agreed upon qualifying events prior to the end of each fiscal year of payments under this Agreement; and
 - ~~(b)~~ County has maintained an average daily population on OSH non-forensic units below target set by OHA (unless this requirement has been waived by OHA); and
 - ~~(c)~~**ii.** County has discharged all non-forensic OSH individuals (excluding Aging and People with Disabilities as well as Intellectual and Development Disabilities service eligible individuals) in less than 90 calendar days after being deemed ready to transfer.
 - (b) For the period July 1, 2017 through September 30, 2017: County will qualify for a performance payment at the end of the quarter if it was operational, as defined by servicing individuals and evidenced by the data properly reported in accordance with Subsection 4., “Reporting Requirements”, and who meet the following performance criteria:**

i. County has documented achievement of 100% of the minimum number of mutually agreed upon qualifying events prior to the end of the quarter under this Agreement; and

ii. County has discharged all non-forensic OSH individuals (excluding Aging and People with Disabilities as well as Intellectual and Development Disabilities service eligible individuals) in less than 90 calendar days after being deemed ready to transfer.

(2) Disbursement of Performance Payment: The performance payment is based on achievement of the performance criteria in accordance with Section (3), "Performance Requirements" above. Upon OHA's determination that County met or exceeded the performance criteria, County may prepare and electronically submit a written invoice to amhcontract.administrator@state.or.us for a performance payment not to exceed the amount specified in that particular line of Exhibit E, "Financial Pages".

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 (4), "Reporting Requirements" above.

Payments will be recovered for unconfirmed services, as noted by incomplete or missing reporting requirements, as a percentage of the payment made for that subject reporting period.

There is no Settlement on Performance Payments.

**ATTACHMENT 2
EXHIBIT E
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0113

CONTRACT#: 151159 CONTRACTOR: YAMHILL COUNTY ADULT MH-CHOICE

INPUT CHECKED BY: CA DATE CHECKED: 06/26/2017

SE#	FUND CODE	PROJ	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	ABC	PART IV	CD	CLIENT E CODE	SP#
37	804	BASE	AMHI ADULT MH INITIATIVE	7/1/2017 -9/30/2017	0./NA	\$0.00	\$46,709.11	\$0.00	A			1 N	1
37	804	BASE	AMHI ADULT MH INITIATIVE	7/1/2017 -9/30/2017	0./NA	\$0.00	\$2,458.37	\$0.00	C			1 N	2

TOTAL FOR SE#	37	\$49,167.48	\$0.00
TOTAL FOR 2017-2018		\$49,167.48	\$0.00
TOTAL FOR M0113	151159	\$49,167.48	\$0.00

OREGON HEALTH AUTHORITY
Direct Contract

CONTRACTOR: YAMHILL COUNTY ADULT MH-CHOICE
DATE: 06/27/2017

CONTRACT#: 151159
AMENDMENT#: 001

REASON FOR CONTRACT/AMENDMENT:

MHS Special Projects (MHS 37) and Exhibit MHS 37 Choice Model Services are awarded funds for three months while Service Element language is developed.

SPECIAL CONDITIONS:

- 1 These funds are for the Special Project described in Exhibit A, Part 1, Exhibit MHS 37 - Choice Model Services to MHS 37 Special Projects.
- 2 These funds are for the Exhibit MHS 37 - Choice Model Services Performance Payment.