**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.**

**AGREEMENT # 159184**

# 2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES

This 2019-21 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Yamhill County**, a political subdivision of the State of Oregon ("County").

## RECITALS

WHEREAS, **ORS 430.610(4) and 430.640(1)** authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h),each Local Mental Health Authority that provides Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment,

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Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at http://www.oregon.gov/oha/amh/Pages/contracts.aspx. County shall provide services per the Local Plan as agreed upon between OHA and County.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENT

**1. Effective Date and Duration.** This Agreement shall become effective on July 1, 2019. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2020.

**2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

| | |
|---|---|
| Exhibit A | Definitions |
| Exhibit B-1 | Service Descriptions |
| Exhibit B-2 | Specialized Service Requirements |
| Exhibit C | Financial Assistance Award |
| Exhibit D | Special Terms and Conditions |
| Exhibit E | General Terms and Conditions |
| Exhibit F | Standard Terms and Conditions |
| Exhibit G | Required Federal Terms and Conditions |
| Exhibit H | Required Provider Contract Provisions |
| Exhibit I | Provider Insurance Requirements |
| Exhibit J | Startup Procedures |
| Exhibit K | Catalog of Federal Domestic Assistance (CFDA) Number Listing |

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit G, (c) Exhibit A, (d) Exhibit C, (e) Exhibit D, (f) Exhibit B-1, (g) Exhibit B-2, (h) Exhibit F, (i) Exhibit E, (j) Exhibit H, (k) Exhibit I, (l) Exhibit J, (m) Exhibit K.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**3. Signatures.**

**Yamhill County**

**By:**

| Authorized Signature | Printed Name | Title | Date |
|---|---|---|---|
| | Richard L. Olson | Chair, Board of Commissioners | 6/27/19 |

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

**By:**

| Authorized Signature | Printed Name | Title | Date |
|---|---|---|---|
| | Steve Allen | Bft Director | 7/1/19 |

**Approved by: Director, OHA Health Systems Division**

**By:**

| Authorized Signature | Printed Name | Title | Date |
|---|---|---|---|
| | Jon C. Collins | Dep Dir HSD | 7/2/19 |

**Approved for Legal Sufficiency:**

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Business Transaction Unit, on May 9, 2019; email in Contract file.

Accepted by Yamhill County
Board of Commissioners on
6/27/19 by Board Order
# 19-228

**2019-2021 INTERGOVERMENTAL AGREEMENT**
**FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

## EXHIBIT A
## DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions, Specialized Service Requirements and Special Conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement or Special Condition in the Financial Assistance Award, the word or phrase shall not have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement or Special Condition in which it is defined.

1. **"Addiction Treatment, Recovery, & Prevention Services"** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.

2. **"Aging and People with Disabilities" or "APD"** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.

3. **"Agreement Settlement"** means OHA's reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit E, Section 1., "Disbursement and Recovery of Financial Assistance."

4. **"Allowable Costs"** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.

5. **"Behavioral Health"** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.

6. **"Client"** or "Individual" means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.

7. **"Community Mental Health Program" or "CMHP"** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.

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Exhibit "A"

**8** **Community Mental Health** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances..

**9.** **"Coordinated Care Organizations" or "CCO"** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization's members.

**10.** **"County Financial Assistance Administrator"** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.

**11.** **"DHS"** means the Department of Human Services of the State of Oregon.

**12.** **"Federal Funds"** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.

**13.** **"Financial Assistance Award" or "FAA"** means the description of financial assistance set forth in Exhibit C, "Financial Assistance Award," attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, "Service Descriptions," and Exhibit B-2, "Specialized Service Requirements," for each respective Service.

**14.** **"Gambling Disorder"** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.

**15.** **"Health Services Division" or "HSD"** means for the purpose of this Agreement, the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

**16.** **"Individual**" or "client" means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.

**17.** **"Interim Services"** as described in 45 CFR §96.121, means:

**a.** Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;

**b.** Referral for HIV or TB treatment Services, where necessary; and

**c.** Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider's Services.

**d.** If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.

**18.** **"Local Mental Health Authority" or "LMHA"** means one of the following entities:

**a.** The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;

**b.** The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or

**c.** A regional local mental health authority comprised of two or more boards of county commissioners.

**19.** **"Local Plan"** or **"Plan"** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.

**20.** **"Medicaid"** means federal funds received by OHA under Title XIX of the Social Security Act and Children's Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.

**21.** **"Misexpenditure"** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that is:

**a.** Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or

**b.** Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or

**c.** Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.

**22.** **"Measures and Outcomes Tracking System" or "MOTS"** means the OHA data system that stores data submitted by OHA contractors and subcontractors.

**23.** **"Oregon Health Authority" or "OHA"** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.

**24.** **"Overexpenditure"** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit D, "Special Terms and Conditions."

**25.** **"Problem Gambling Services"** means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling Services and Gambling Disorder will be used interchangeably.

**26.** **"Program Area"** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.

**27.** **"Provider"** has the meaning set forth in section 5 of Exhibit E, "General Terms and Conditions." As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.

**28.** **"Provider Contract"** has the meaning set forth in Exhibit E, "General Terms and Conditions," section 5.**29. "Serious and Persistent Mental Illness (SPMI)** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:

**a.** Schizophrenia and other psychotic disorders;
**b.** Major depressive disorder;
**c.** Bipolar disorder;
**d.** Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
**e.** Schizotypal personality disorder; or
**f.** Borderline personality disorder.

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

| Service Name | Service Code |
|---|---|
| | |
| System Management and Coordination – Addiction Treatment, Recovery, & Prevention Services | A&D 03 |
| | |
| Start-Up – Addiction Treatment, Recovery, & Prevention Services | A&D 60 |
| Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services | A&D 61 |
| Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment | A&D 62 |
| Peer Delivered Services – Addiction Treatment, Recovery, & Prevention Services | A&D 63 |
| Housing Assistance – Addiction Treatment, Recovery, & Prevention Services | A&D 64 |
| Intoxicated Driver Program Fund (IDPF) | A&D 65 |
| Community Behavioral and Addiction Treatment, Recovery, & Prevention Services | A&D 66 |
| Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity | A&D 67 |
| Youth Addiction, Recovery, & Prevention Residential Treatment Services | A&D 71 |
| Problem Gambling Prevention Services | A&D 80 |
| Problem Gambling Treatment Services | A&D 81 |
| Problem Gambling Residential Services | A&D 82 |
| Problem Gambling Respite Treatment Services | A&D 83 |

| Service Name | Service Code |
|---|---|
| Problem Gambling, Client Finding Outreach Services | A&D 84 |
| | |
| System Management and Coordination – Community Mental Health | MHS 01 |
| Aid and Assist Client Services | MHS 04 |
| Assertive Community Treatment Services | MHS 05 |
| Crisis and Acute Transition Services (CATS) | MHS 08 |
| Jail Diversion | MHS 09 |
| Mental Health Promotion and Prevention Services | MHS 10 |
| Rental Assistance Program Services | MHS 12 |
| School-Based Mental Health Services | MHS 13 |
| Young Adult Hub Programs (YAHP) | MHS 15 |
| Non-Residential Community Mental Health Services For Adults | MHS 20 |
| Non-Residential Community Mental Health Services For Child and Youth | MHS 22 |
| Acute and Intermediate Psychiatric Inpatient Services | MHS 24 |
| Community Mental Health Crisis Services For Adults and Children | MHS 25 |
| Non-Residential Community Mental Health Services For Youth and Young Adults In Transition | MHS 26 |
| Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition | MHS 27 |
| Residential Community Mental Health Treatment Services For Adults | MHS 28 |
| Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board | MHS 30 |
| Enhanced Care And Enhanced Care Outreach Services | MHS 31 |
| Adult Foster Care Services | MHS 34 |
| Older or Disabled Adult Community Mental Health Services | MHS 35 |
| Pre-Admission Screening and Resident Review Services (PASARR) | MHS 36 |
| Start-Up – Community Mental Health Services | MHS 37 |
| Supported Employment Services | MHS 38 |
| Projects For Assistance In Transition From Homelessness (PATH) Services | MHS 39 |
| | |

**31.** **"Service Description"** means the description of a Service or Service Element as set forth in Exhibit B-1, "Service Descriptions."

**32.** **"Specialized Service Requirement"** means any one of the following specialized service requirements as described in Exhibit B-2, "Specialized Service Requirements," in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," as amended from time to time, are subject to this Agreement.

| Specialized Service Requirement Name | Specialized Service Requirement Code |
|---|---|
| Veterans Peer Delivered Services | MHS 16A |
| Early Assessment and Support Alliance (EASA) | MHS 26A |
| Secure Residential Treatment Facility | MHS 28A |
| | |
| Gero-Specialist | MHS 35A |
| APD Residential | MHS 35B |

**33.** **"Trauma Informed Services"** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.

**34.** **"Underexpenditure"** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit E, "General Terms and Conditions," section 3.b.

**2019-2021 INTERGOVERNMENTAL AGREEMENT**
**FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

## EXHIBIT B-1
## SERVICE DESCRIPTIONS

Not all Services described in this Exhibit B-1 may be covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," as amended from time to time, are subject to this Agreement.

**1.** Service Name: **SYSTEM MANAGEMENT AND COORDINATION – ADDICTION TREATMENT, RECOVERY & PREVENTION AND PROBLEM GAMBLING SERVICES**

**Service ID Code: A&D 03**

**a. Service Description**

System Management and Coordination – Addiction Treatment, Recovery, & Prevention and Problem Gambling Services (A&D 03 Services) is the central management of an Addiction Treatment, Recovery, & Prevention and Problem Gambling Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, "Financial Assistance Award," of this Agreement. A&D 03 Services include planning and resource development, coordination of Service delivery for Addiction Treatment, Recovery, & Prevention and Problem Gambling Services, negotiation and monitoring of contracts and subcontracts, and documentation of Service delivery in compliance with state and federal requirements.

**b. Performance Requirements**

In providing A&D 03 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

No special reporting requirements.

**c. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

**(1)** Calculation of Financial Assistance: The financial assistance awarded for A&D 03 Services is intended to be general financial assistance to County for local administration of Substance Use Disorders and Problem Gambling Services. Accordingly, OHA will not track delivery of A&D 03 Services or service capacity on a per unit basis so long as County utilizes the funds awarded for A&D 03 Services on administration of an Addiction Treatment, Recovery, & Prevention and Problem Gambling Services system on behalf of an LMHA. Total OHA financial assistance for A&D 03 Services under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 03 Services as specified in that line.

**(2)** Disbursement of Funds: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the financial assistance awarded for A&D 03 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in funds awarded for A&D 03 Services provided under that line of the Financial Assistance Award.

**(3)** Confirmation of Performance and Reporting Requirements: Contractor shall be required to demonstrate through the data properly reported in qualifying services to which these services can be attributed, how funds awarded for A&D 03 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of said qualifying services, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 03 Service Description falls.

**2. Service Name:** **START-UP**

Service ID Code: **A&D 60**

**a. Service Description**

Funds awarded must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award." Description of Start-Up activities are activities necessary to begin, expand, or improve Substance Use Disorder and Problem Gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from A&D 60 may not be used for real property improvements of $10,000 and above. When OHA funds in the amount of $10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow procedures as prescribed by that unit.

A&D 60 funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-up expenditures, as described in Exhibit J, "Start-Up Procedures," that will be needed to provide the Services planned and to be delivered at the specified site(s).

**b. Performance Requirements**

The funds awarded for A&D 60 may be expended only in accordance with Exhibit J, "Start-Up Procedures," which is incorporated herein by this reference.

**c. Special Reporting Requirements**

Using the OHA prescribed "Start-Up Request & Expenditure Form," County shall prepare and submit electronically, to amhcontract.administrator@dhsoha.state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award." The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit J, "Start-Up Procedures." Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

**(1)** Calculation of Financial Assistance: OHA will provide financial assistance for A&D 60 activities as identified in a particular line of Exhibit C, "Financial Assistance Award," from funds identified in that line in an amount equal to the amount requested on the "Start-Up Request & Expenditure Form" submitted by County, subject to the requirements of Exhibit J, "Start-Up Procedures." The total OHA financial assistance for all A&D 60 activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 60, as specified in that line of the Financial Assistance Award.

**(2)** Disbursement of Financial Assistance:

**(a)** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the funds awarded for A&D 60 in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Form," as described in and in accordance with Exhibit J, "Start-Up Procedures."

**(b)** OHA is not obligated to disburse any A&D 60 funds for expenditures that are not properly reported in accordance with the "Special Reporting Requirements" section above and as described in Exhibit J, "Start-Up Procedures," by the date 45 calendar days after the earlier of the expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 60 activities, or termination of County's obligation to include the Program Area in which A&D 60 Services fall in its CMHP.

**(c)** After execution of the Agreement or any amendments(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

**(3)** 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 A&D 60 and amounts due for A&D 60 Services based on actual allowable expenditures incurred in accordance with this A&D 60 and Exhibit J, "Start-Up Procedures."

County shall submit all "Start-Up Request & Expenditure Reports" at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement shall not be accepted or owed by OHA.

**3. Service Name:** **ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **A&D 61**

**a. Service Description**

Adult Substance Use Disorder Residential Treatment Services (A&D 61) are Services delivered to Individuals 18 years of age or older who are unable to live independently in the community; cannot maintain even a short period of abstinence from substance abuse; are in need of 24-hour supervision, treatment, and care; and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 – 3.7.

The purpose of A&D 61 Services is to support, stabilize, and rehabilitate Individuals and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an Individual on a 24-hour basis, consistent with Level 3.1 – 3.7 treatment, including entry, assessment, placement, service plan, service note, service record, transfer and continuity of care, co-occurring mental health and substance use disorders (COD), residential substance use disorders treatment and recovery services, and residential women's substance use disorders treatment and recovery programs, as set forth in OAR 309-018-0135 through 309-018-0160 and OAR 309-018-0170 through 309-018-0180, as such rules may be revised from time to time, as appropriate to the Individual's needs and include structured counseling, educational services, recreation services, self-help group participation services, and planning for self-directed recovery management to support the gains made during treatment. A&D 61 Services address the needs of diverse population groups within the community with special emphasis on ethnic minorities.

Providers shall have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program.

A&D 61 Services provided under this Agreement must be provided only to Individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain insufficient healthcare coverage, including but not limited to, healthcare coverage that does not cover all of the services described herein or are limited to a limited number of days.

**b. Performance Requirements**

**(1)** Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.

**(2)** Subject to the preference for pregnant women and intravenous drug users described in Exhibit G, "Required Federal Terms and Conditions," County and Providers of A&D 61 Services funded through this Agreement shall

give priority access to such Services first to Individuals referred by the Department of Human Services and then to Individuals referred by Drug Treatment Courts from within the region, as such region is designated by OHA after consultation with County. For purposes of this Service Description, "Drug Treatment Court" means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services, and immediate sanctions and incentives. A&D 61 Services funded through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to Individuals referred from any particular county, provider, or other entity.

**(3)** Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program, able to meet the cultural and linguistic needs of the Individual, and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the Individual's clinical record:

**(a)** Address co-occurring disorders, including gambling, in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;

**(b)** Address the interaction of the substance-related and mental health disorders in assessing each Individual's history of psychological trauma, readiness to change, relapse risk, and recovery environment;

**(c)** Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;

**(d)** The provider's policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.

**(e)** In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to receive medication specific to the individual's diagnosed clinical needs, including medications used to treat opioid dependence.

**(f)** Involve the family or significant others of the Individual in the treatment process;

**(g)** Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;

**(h)** Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and

**(i)** Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) days of discharge from the residential program.

**(4)** Quality of Services provided under this Agreement will be measured in accordance with the following criteria:

**(a)** **Engagement**: Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment; and

**(b)** **Improvement in Life Circumstances**: Improvement in life circumstances will be measured by the number of Individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

**c.** **Reporting Requirements**

All Individuals receiving A&D 61 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) using the Healthcare Common Procedure Coding System (HCPCS) H0018 and H0019, as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx and the Who Reports in MOTS Policy as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII treatment providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

Provider is not entitled to payment for Part A or Part C payments (or both) in combination with Part B payments for the same Service, during the same time period or date of Service for the same Individual. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided

**(1)** Calculation of Financial Assistance: OHA will provide financial assistance for A&D 61 Services identified in a particular line of Exhibit C, "Financial Assistance Award," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of A&D 61 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for A&D 61 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 61 Services as specified in that line of the Financial Assistance Award. At no time will OHA pay higher than the Medicaid rate for adult residential treatment services.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the financial assistance awarded for A&D 61 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with the "Reporting Requirements" section above;

**(b)** OHA may, upon written request of County, adjust monthly allotments;

**(c)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 61 Services provided under that line of the Financial Assistance Award; and

**(d)** OHA is not obligated to provide financial assistance for any A&D 61 Services that are not properly reported in accordance with the "Reporting Requirements" section above by the date 60 days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for A&D 61 Services, or termination of County's obligation to include the Program Area in which A&D 61 Services fall in its Community Mental Health Program (CMHP); And

**(e)** OHA will reduce the financial assistance provided for A&D 61 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of A&D 61 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:

i. OHA Contract name and number;
ii. Client name and date of birth;
iii. Service for which payment was received;
iv. Date of service covered by payment; and
v. Amount of payment.

**(3)** 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 A&D 61 Services and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of Individuals served under that line of the Financial Assistance Award during the effective period of this Agreement, as properly reported in accordance with the "Reporting Requirements" section above.

**4. Service Name:** **SUPPORTED CAPACITY FOR DEPENDENT CHILDREN WHOSE PARENTS ARE IN ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT**

Service ID Code: **A&D 62**

**a. Service Description**

Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment (A&D 62) is housing services (room and board) delivered to Individuals who are dependent children age 18 and younger, of parent(s) who reside in substance use disorder residential treatment facilities, so the child(ren) may reside with their parent in the same substance use disorder residential treatment facility. The parent who is participating in residential treatment may or may not be a custodial parent during part or all of the treatment episode. The Department of Human Services, Child Welfare may have legal custody of the child(ren) but grant formal permission for the child(ren) to be placed with the parent during treatment and to reside in one of the dependent room and board placements.

**b. Performance Requirements**

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

**c. Reporting Requirements**

All Individuals receiving A&D 62 – Supported Capacity for Dependent Children Whose

Parents are in Adult Substance Use Disorder Residential Treatment with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx and the Who Reports in MOTS Policy as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(A)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health

providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(B)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(C)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(D)** `Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**d. Special Reporting Requirements**

**(1)** Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**(2)** County shall prepare and electronically submit to amhcontract.administrator@dhsoha.state.or.us written quarterly summary reports on the delivery of A&D 62 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

**(3)** Each report shall provide the following information:

**(a)** Number of parents and children residing in the substance use disorder residential treatment facilities, including length of stay; and

**(b)** If the parent of dependent child(ren) are TANF eligible.

**e. Financial Assistance Calculation, Disbursement and Confirmation of Performance and Reporting Requirements Procedures**

**(1)** Calculation of Financial Assistance: The funds awarded for A&D 62 Services are intended to be general financial assistance to the County for A&D 62 Services with funds provided under this Agreement. Accordingly, OHA will not track delivery of A&D 62 Services on a per unit basis so long as the County offers and delivers A&D 62 Services as part of its CMHP. Total OHA payment for all A&D 62 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 62 Services as specified in that line of the Financial Assistance Award.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of the Financial Assistance Award, OHA will disburse the financial assistance awarded for A&D 62 Services in a particular line of Exhibit C, "Financial Assistance Award," to County in

substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, upon written request of County, adjust monthly allotments; and

**(b)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 62 Services on that line of the Financial Assistance Award.

**(3)** Confirmation of Performance and Reporting Requirements: Contractor shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" section above, how funds awarded for A&D 62 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 62 Service Description falls.

**5. Service Name:** **PEER DELIVERED SERVICES**
Service ID Code: **A&D 63**

**a. Service Description**

For the purpose of A&D 63 Peer Delivered Services (A&D 63 Services), "Recovery Center," "Facilitating Center," "Peer Delivered Services," and "Peer Support Specialist" shall have the following meanings:

**Recovery Centers** are comprised of and led by people in recovery from Substance Use Disorders, which is defined in OAR 309-019-0105(112). The Recovery Centers maintain a structured daily schedule of activities where Peer Delivered Services may be delivered. Recovery Centers serve as recovery resources for the local community.

**Facilitating Centers** provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding, and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.

**Peer Delivered Services** means an array of agency or community-based services and supports provided by peers, Peer Support Specialists, and Peer Wellness Specialists to Individuals or family members with similar lived experience. These services are intended to support the needs of Individuals and families, as applicable, as they progress through various stages in their recovery from Substance Use Disorders. Peer Delivered Services include, but are not limited to, the following:

Emotional support. Emotional support refers to demonstrations of empathy, caring, and concern that enhance self-esteem and confidence. Peer mentoring, peer coaching, and peer-led support groups are examples of peer-to-peer recovery services that provide emotional support.

Informational support. Informational support refers to sharing knowledge, information and skills. Peer-led life skills training, job skills training, educational assistance, and health and wellness information are examples of informational support.

Instrumental support. Instrumental support includes modeling and peer-assisted daily-life tasks that people with Substance Use Disorders may lack. Examples of instrumental support include getting to support groups, accessing childcare, completing job applications, locating alcohol and drug-free housing, and obtaining vocational, educational, and navigating health and social service programs.

Affiliational support. Affiliational support facilitates contact with other people to promote learning of social and recreational skills, create a community, and acquire a sense of belonging. Examples of affiliational support include introduction to Recovery Centers, alcohol and drug-free socialization opportunities, and exploring activities.

Family support. Family support includes educational, informational, and affiliation services for family members with relatives (as identified by the family) who are in recovery from Substance Use Disorders. These services are designed to help families develop and maintain positive relationships, improve family functioning, increase understanding of recovery processes, and build connections among family members for mutual support.

**Peer Support Specialists** are individuals as defined in OAR 309-019-0105(81), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

**Population to be served, Eligible population, or Participants**: Individuals with Substance Use Disorders and who are seeking recovery are the target population.

**b. Performance Requirements**

County shall use the financial assistance awarded for A&D 63 Services through this Agreement to provide Peer Delivered Services in a manner that benefits the Population to be served. The Peer Delivered Services must be delivered at Recovery Centers, agencies, or in communities, by Peer Support Specialists or Peer Wellness Specialists.

To the satisfaction of OHA, County shall ensure that Peer Delivered Services are:

**(1)** Delivered by Peer Support Specialists and Peer Wellness Specialists who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;

**(2)** Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with Peer Delivered Services and a certified Peer Support Specialist or Peer Wellness Specialist;

**(3)** Delivered in accordance with a plan developed with or by the Individual receiving Services;

**(4)** Documented and regularly reviewed by the Individual receiving Services; and

**(5)** Documented either in MOTS or MMIS or comparably reported.

Providers employing Peer Support Specialists and Peer Wellness Specialist must develop and implement quality assurance processes to improve the quality of Peer Delivered Services supported by funds provided through this Agreement. OHA may recommend additional actions to improve quality.

**c. Reporting Requirements**

All Individuals receiving A&D 63 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:

http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO] or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**d. Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**(1)** Within 30 calendar days of the County providing A&D 63 Services, County shall prepare and electronically submit a written entry baseline assessment report to amhcontract.administrator@dhsoha.state.or.us.

**(2)** County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly summary reports on the delivery of A&D 63 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

**(3)** Each report shall provide the following information:

**(a)** The amount of financial assistance spent on A&D 63 Services as of the end of the reporting period;

**(b)** Number of Individuals served by Peer Support Specialist(s), categorized by age, gender, and ethnicity;

**(c)** Breakdown of Service received;

**(d)** Number of Individuals who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;

**(e)** Number of Individuals who gained employment or engaged in productive educational or vocational activities during Service participation;

**(f)** Number of Individuals who remained crime-free during Service participation; and

**(g)** Number of Individuals served who are being retained from the previous quarter.

**e.** **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

Provider is not entitled to payment for Part A or Part C payments (or both) in combination with Part B payments for the same Service, during the same time period or date of Service for the same Individual. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided

**(1)** Calculation of Financial Assistance: The funds awarded for A&D 63 Services are intended to be general financial assistance to the County for A&D 63 Services. Accordingly, OHA will not track delivery of A&D 63 Services or service capacity on a per unit basis except as necessary to verify the performance requirements set forth above have been met. The total OHA financial assistance for all A&D 63 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 63 Services as specified in that line of the Financial Assistance Award.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the funds awarded for A&D 63 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, upon written request of County, adjust monthly allotments; and

**(b)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 63 Services provided under that line of the Financial Assistance Award.

**i.** OHA will reduce the financial assistance provided for A&D 63 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of A&D 63 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:

**A.** OHA Contract name and number;
**B.** Client name and date of birth;
**C.** Service for which payment was received;
**D.** Date of service covered by payment; and
**E.** Amount of payment.

**(3)** Confirmation of Performance and Reporting Requirements: Contractor shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for A&D 63 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 63 Service Description falls.

**6. Service Name:** **HOUSING ASSISTANCE**

Service ID Code: **A&D 64**

**a. Service Description**

Housing Assistance Services assist Individuals, who are in recovery from Substance Use Disorders, in locating and paying for housing designated "alcohol and drug free," as defined in ORS 90.243 or approved by a Program Manager for the contracted Alcohol and Substance Use Disorder Program. Individuals who receive assistance may be living with other family members (e.g. where a parent is re-assuming custody of one or more children).

All Individuals receiving A&D 64 Services funded through this Agreement must reside in County, be in recovery from Substance Use Disorders, were previously homeless or at risk of homelessness, and be participating in a verifiable program of recovery.

**b. Performance Requirements**

Housing Assistance Services include:

**(1)** Rental Assistance in the form of cash payments, made on behalf of Individuals recovering from Substance Use Disorders, to cover all or a portion of the monthly rent and utilities for alcohol and drug free housing

**(2)** Housing Coordination Services in the form of staff support to assist Individuals recovering from Substance Use Disorders in locating and securing suitable housing, and referrals to other resources.

**(3)** Residential Costs to pay for move-in and barrier removal costs not to exceed 20% of total funds awarded to support securing and maintaining housing such as payment of rental deposits and fees, moving and storage costs, payment of past due utility bills and securing a credit report. These must be one-time payments only; no on-going expenses. Housing expenses not eligible are furnishings, appliances, household supplies and equipment; barrier removal expense not eligible are any payments made that do not advance the effort to secure rental housing.

Utilization requirements for A&D 64 will be identified in a special condition, subject to funds awarded in a particular line of the Financial Assistance Award.

No funds shall be paid directly to individuals benefiting from A&D 64 Services.

**c. Reporting Requirements**

All Individuals receiving A&D 64 services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx and the Who Reports in MOTS Policy as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide

treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly summary reports on the delivery of A&D 64 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

Each report shall provide the following information:

**(1)** Information and data as required on the OHA-provided reporting template;

**(2)** Provide, for financial settlement purposes, the total amount expended during the subject quarter for the following:

**(a)** Amount expended for staff positions (Housing Coordination)

**(b)** Amount expended for administration.

**(c)** Amount expended for move-in and barrier removal services (Residential Costs);

**(d)** Amount expended for Rental Assistance and

**(3)** All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission. Failure to submit complete and accurate reports could result in the withholding of future payment of Financial Assistance.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements**

OHA provides financial assistance for A&D 64 Services in two different ways, through Part A, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," on A&D 64 lines in column "Part ABC" that contains an "A" for Part A, or "C" for Part C award.

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

**(a)** Calculation of Financial Assistance: The funds awarded under Part A award for A&D 64Services will provide financial assistance for services identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the cash assistance actually paid by County on behalf of the Individuals for costs incurred by County in providing housing coordination services and administration costs, as described in the "Performance Requirements" section above, under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all A&D 64 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 64 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 financial assistance awarded for A&D 64 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, after 30 days (unless parties mutually agree otherwise) provide written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with the "Special Reporting Requirements" section above;

**ii.** OHA may, upon written request of County, adjust monthly allotments;

**iii.** Upon amendment to the Financial Assistance Award, OHA may adjust monthly allotments as necessary, to reflect changes in the financial assistance awarded for A&D 64 Services provided under that line of the Financial Assistance Award;

**iv.** OHA is not obligated to provide financial assistance for any A&D 64 Services that are not properly reported to OHA in accordance with the "Special Reporting Requirements" section above;

**v.** OHA will not provide financial assistance under this Agreement for more than 24 months of A&D 64 Services for any particular Individual, unless approved in writing, in advance, by OHA;

**vi.** Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**vii.** OHA will reduce the financial assistance provided for A&D 64 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of A&D 64 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:

**A.** OHA Contract name and number;
**B.** Client name and date of birth;
**C.** Service for which payment was received;
**D.** Date of service covered by payment; and
**E.** Amount of payment.

**(c)** Confirmation of Performance and Reporting Requirements: Contractor shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for A&D 64 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 64 Service Description falls.

**(2)** The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for A&D 64 Services for Rental Assistance and Residential Services provided under a particular line of the Financial Assistance Award with a "C" in column "Part ABC" to County per OHA's receipt and approval of a written invoice with required attachments, as specified below, in the quarterly

allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@dhsoha.state.or.us with the subject line “Invoice, contract #(your contract number), contractor name.”

**7. Service Name: INTOXICATED DRIVER PROGRAM FUND (IDPF)**

Service ID Code: **A&D 65**

**a. Service Description**

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

**(1)** Eligible Services to Individuals who have been adjudicated for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and

**(2)** Special Services provided for individuals adjudicated for DUII.

**b. Definitions**

**(1)** "Eligible Individual" means an Individual who:

**(a)** Is not eligible for Medicaid or is underinsured; and

**(b)** Demonstrates a need for financial assistance based on an income below 200% of the federal poverty guidelines.

**(2)** "Information programs" means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.

**(3)** "Treatment" means medically appropriate services for Individuals diagnosed with a substance use disorder

**c. Performance Requirements**

**(1)** Providers of Services funded through this Agreement must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

**(2)** DUII services providers funded through this Agreement must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.

**(3)** Eligible Services are limited to:

**(a)** Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or

**(b)** Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or

**(c)** Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432.

**(4)** Special Services funded through this Agreement are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:

**(a)** Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or

**(b)** Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.

**(c)** Services may only be due to the Individual's disability or limited proficiency in the use of English.

**(5)** OHA will follow the Medicaid fee schedule in making disbursements for Eligible Services. At no time will OHA provide financial assistance above the Medicaid fee schedule for Eligible Services.

**(6)** For Special Services, OHA will make disbursements based on the County's actual cost up to $500 per Individual. To receive payment for Special Services costs exceeding $500 per Individual, County must obtain OHA's approval of the Special Services prior to incurring such costs.

**d.** **Reporting Requirements**

All Individuals receiving A&D 65 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and the "Who Reports in MOTS Policy" as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**e. Special Reporting Requirements**

**(1)** County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly summary reports on the delivery of IDPF Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**(2)** County is responsible for documenting consent for disclosure compliant with 42 CFR Part 2 as necessary to comply with the reporting requirements in this section.

**f. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

Provider is not entitled to payment for Part A or Part C payments (or both) in combination with Part B payments for the same Service, during the same time period or date of Service for the same Individual. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided.

**(1)** Calculation of Financial Assistance: The funds awarded for A&D 65 Services are intended to be general financial assistance to the County for A&D 65 Services, with funds provided through this Agreement. The total OHA financial assistance for all A&D 65 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 65 Services as specified in that line of the Financial Assistance Award.

**(2)** 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 C awards for A&D 65 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per OHA's receipt and approval of a written invoice with required attachments, as specified below, in the quarterly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administator@dhsoha.state.or.us with the subject line - "Invoice, contract #(your contract number), contractor name", subject to the following:

**(a)** OHA will follow the Medicaid fee schedule in making disbursements for Eligible Services. At no time will OHA provide financial assistance above the Medicaid fee schedule for Eligible Services.

**(b)** For Special Services, OHA will make disbursements based on the County's actual cost. County shall attach a copy of the bill or receipt for the Special Service provided.

**(c)** OHA will reduce the financial assistance provided for A&D 65 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of A&D 65 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:

**i.** OHA Contract name and number;
**ii.** Client name and date of birth;
**iii.** Service for which payment was received;
**iv.** Date of service covered by payment; and
**v.** Amount of payment.

**(3)** Confirmation of Performance and Reporting Requirements: Contractor shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for A&D 65 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 65 Service Description.

**8. Service Name:** **COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES**

Service ID Code: **A&D 66**

**a. Service Description**

**(1)** Community Behavioral and Substance Use Disorder Services (A&D 66 Services) are Services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers the A&D 66 Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

**(2)** It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:

**(a)** Counseling and education about HIV and tuberculosis (TB);

**(b)** Risks of sharing needles;

**(c)** Risks of transmission to sexual partners and infants;

**(d)** Steps to ensure that HIV and TB transmission does not occur;

**(e)** Referral for HIV or TB treatment services, if necessary;

**(f)** Counseling on the effects of alcohol and drug use on the fetus; and

**(g)** Referral for prenatal care.

**(3)** A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by OHA. County shall provide the following Services, subject to availability of funds:

**(a)** Outreach (case finding), early identification and screening, assessment and diagnosis, and education:

**i.** 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.

**ii.** Early Identification and Screening: Conduct periodic and systematic screening 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

Local Plan or Regional Health Improvement Plan (RHIP) as applicable.

**iii.** Assessment and Diagnosis: Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. 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:

**A.** American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.

**B.** 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 or supportive housing.

**C.** 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 "Intensive Outpatient Services and Supports" or "Intensive Treatment Services," as defined in OAR 309-022-0105(43) and 309-022-0105(44), respectively.

**iv.** Education: Partner with other community groups and organizations, including but not limited to schools, community corrections, and other related organizations, to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups' needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment Services within these populations.

**(b)** Initiation and Engagement: Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:

**i.** Brief motivational counseling;

**ii.** Supportive Services to facilitate participation in ongoing treatment; and

**iii.** Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.

**(c)** Therapeutic Interventions:

General community-based Services, which may include:

**i.** Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;

**ii.** General outpatient Services;

**iii.** Medication management for:

**A.** Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).

**B.** 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.

**iv.** Detoxification for Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. 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; and

**v.** Meaningful Individual and family involvement.

**(d)** Continuity of Care and Recovery Management:

**i.** Continuity of care Services includes:

**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 their 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 Substance Use Disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and

**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.

**ii.** Recovery Management Services includes:

**A.** Continuous case management;

**B.** Monitoring of conditions and ongoing recovery and stabilization;

**C.** Individual and family engagement, including provision of child care for parents actively involved in any of these treatment, education, outreach, or recovery support Services; and

**D.** Transition planning that addresses the Individual's needs and goals.

**b.** **Performance Requirements**

**(1)** A Provider delivering A&D 66 Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.

**(2)** The quality of A&D 66 Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or potion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures and may recommend additional actions to improve quality.

**(a)** **Access**: Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.

**(b)** **Treatment Service Initiation**: Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.

**(c)** **Utilization**: Utilization requirements for Individuals receiving continuum of care services (non-detox) will be identified in a Special Condition, subject to a particular line in Exhibit C, "Financial Assistance Award."

**(d)** **Engagement**: Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.

**(e)** **Treatment Service Retention**: Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.

**(f)** **Reduced Use**: Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 day retention, whichever comes first.

**(g)** **Completion**: Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.

**(h)** **Facility-Based Care Follow-Up**: Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within 7 calendar days after: (A) hospitalization for mental illness; or (B) any facility-based Service defined as residential.

**(i)** **Hospital and Facility-Based Readmission rates**: Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.

**(j)** **Parent-Child Reunification**: Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.

**(k)** **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement**: The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:

**i.** Housing Status: If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.

**ii.** Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as

the number of Individuals who become employed, as indicated by a change in employment status, against the number of Individuals with a goal of becoming employed.

**iii.** School Performance: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.

**iv.** Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

**c. Reporting Requirements**

All Individuals receiving A&D 66 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**d. Special Reporting Requirements**

**(1)** Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**(2)** County shall prepare and electronically submit to amhcontract.administrator@dhsoha.state.or.us written quarterly summary reports on the delivery of A&D 66 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

**(3)** Each report shall provide the following information:

Description of the delivery of A&D 66 Services provided to individuals who are not enrolled in MOTS at the time of their participation in Prevention, Education, or Outreach Service delivery, as described in this Service Description. Cases without evidence of treatment engagement in the clinical record do not count toward the Service delivery requirement, except as listed above for Prevention, Education, and Outreach.

**e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

Provider is not entitled to payment for Part A or Part C payments (or both) in combination with Part B payments for the same Service, during the same time period or date of Service for the same Individual. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided

**(1)** Calculation of Financial Assistance: The funds awarded for A&D 66 Services are intended to be general financial assistance to the County for A&D 66 Services with funds provided through this Agreement. The total OHA financial assistance for all A&D 66 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 66 Services as specified in that line of the Financial Assistance Award.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award,"

OHA will disburse the financial assistance awarded for A&D 66 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, after 30 days (unless parties mutually agree otherwise) upon written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS or through other reports required by this Service Description or Special Conditions;

**(b)** OHA may, upon written request of County, adjust monthly allotments; and

**(c)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for A&D 66 Services provided under that line of the Financial Assistance Award.

**i.** OHA will reduce the financial assistance provided for A&D 66 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of A&D 66 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:

**A.** OHA Contract name and number;
**B.** Client name and date of birth;
**C.** Service for which payment was received;
**D.** Date of service covered by payment; and
**E.** Amount of payment.

**(3)** 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 for A&D 66 Services and amounts due for such Services based on biennial utilization requirements, as specified in the Special Condition identified in that line of the Financial Assistance Award, and as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above.

**9. Service Name:** **SUBSTANCE USE DISORDER RESIDENTIAL & DAY TREATMENT CAPACITY**

Service ID Code: **A&D 67**

**a. Service Description**

Substance Use Disorder (SUD) Residential and Day Treatment Capacity (A&D 67) is for housing/lodging services for indigent, underfunded, or Medicaid-eligible Individuals who are enrolled in SUD adult or youth residential services or day treatment services where housing/lodging services are provided. A&D 67 Services provide a structured environment for an Individual on a 24-hour basis consistent with Level II and Level III of the American Society of Addiction Medicine (ASAM) patient placement criteria and transfer and continuity of care set forth in OAR 309-018-0135 through 309-018-0155 and 309-019-0135 through 309-019-0140, as such rules may be revised from time to time, are appropriate to the Individual's needs and include housing and food services.

Housing/lodging services includes;

**(1)** Bed with a frame and clean mattress;

**(2)** Pillow(s);

**(3)** Linens; sheets, pillowcases, and blankets;

**(4)** Bath towel and wash cloth;

**(5)** Private dresser or similar storage area for personal belongings;

**(6)** Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);

**(7)** Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and

**(8)** Rent/Utilities (no additional charges to Individual while in treatment).

**b. Performance Requirements**

Providers of A&D 67 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0215 and OAR 309-019-0100 through 309-019-0220, as such rules may be revised from time to time. Providers of A&D 67 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

**c. Reporting Requirements**

All Individuals receiving A&D 67 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) using Health Care Common Procedure Coding System (HCPCS) Code S9976 – (for lodging, per diem), as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx and the Who Reports in MOTS Policy as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

Provider is not entitled to payment for Part A or Part C payments (or both) in combination with Part B payments for the same Service, during the same time period or date of Service for the same Individual. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided

**(1)** Calculation of Financial Assistance: The funds awarded for A&D 67 Services are intended to be general financial assistance to the County for A&D 67 Services for Individuals receiving alcohol and drug, adult or youth, residential or day treatment Services. Accordingly, OHA will not track delivery of A&D 67 Services on a per unit basis so long as the County offers and delivers A&D 67 Services under this Agreement. The total OHA

financial assistance for all A&D 67 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 67 Services as specified in that line of the Financial Assistance Award.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the financial assistance awarded for A&D 67 Services provided under a particular line of the Financial Assistance Award to County as set forth in the special condition in that line subject to the following:

**(a)** OHA may, upon written request of County, adjust allotments; and

**(b)** Upon amendment to the Financial Assistance Award, OHA shall adjust allotments as necessary to reflect changes in the funds awarded for A&D 67 Services provided under that line of the Financial Assistance Award.

**(c)** OHA will reduce the financial assistance provided for A&D 67 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of A&D 67 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:

**i.** OHA Contract name and number;
**ii.** Client name and date of birth;
**iii.** Service for which payment was received;
**iv.** Date of service covered by payment; and
**v.** Amount of payment.

**(3)** **Confirmation of Performance and Reporting Requirements**: Contractor shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for A&D 67 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 67 Service Description falls.

**10. Service Name:** **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

**a. Service Description**

**(1)** Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:

**(a)** Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and

**(b)** Prevent Problem Gambling.

**(2)** The goals and outcomes for County's A&D 80 Services must be described in County's OHA approved Biennial Problem Gambling Prevention Implementation Plan, completed using the form located at:www.oregonpgs.org/biennial-implementation-plans/; and submitted electronically to OHA at: amhcontractadministrator@dhsoha.state.or.us. County's A&D 80 Services will be monitored and evaluated on the basis of the County's effectiveness in achieving the goals and outcomes identified in the OHA approved County Biennial Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: http://www.oregonpgs.org/prevention/quarterly-data-collection/.

**b. Performance Requirements**

**(1)** County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, who shall be responsible for:

**(a)** Biennial plan development utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Planning frameworks shall demonstrate the following: assessment of current status of the problem, desired outcome, strategic plan to meet outcome; and evaluation plan;

**(b)** Conducting a community assessment to identify trackable outcome measurements to assist in biennial implementation plan development;

**(c)** Implementing problem gambling prevention activities each quarter related to their identified goals in their implementation plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;

**(d)** Monitoring, implementation, evaluation and oversite of the Biennial Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting it electronically to OHA through the Problem Gambling Prevention Data Collections System at www.oregonpgs.org/prevention/reporting tool ;

**(e)** Preparation of reports, as described in the "Special Reporting Requirements" section below;

**(f)** Oversight and coordination of A&D 80 Services, activities, and programs provided in the County;

**(g)** Completion of Problem Gambling Prevention Coordinator Training Series requirements within two years from the date of hire. The Problem Gambling Prevention Coordinator Training Series requirements are located at www.oregonpgs.org/prevention/new-coordinator-training/;

**(h)** Attend a minimum of 15 hours of OHA Problem Gambling Services approved trainings per biennium, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;

**(i)** Development and adoption of a comprehensive written policy, on gambling in the workplace; and.

**(j)** Participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule for visit, located at: https://www.oregonpgs.org/prevention/reporting-tools/.

**(2)** In accordance with OHA's Trauma Informed Care (TIC) Policy, as described in Exhibit D, "Special Terms and Conditions," County's CMHP providing A&D 80 Services shall have: a TIC plan; TIC as a core principle in CMHP's policies, mission statement, and written program/service information; initiated and completed an agency self-assessment; and a quality assurance structure/process to further develop and sustain TIC.

**(3)** The Biennial Problem Gambling Prevention Implementation Plan shall include details of the Services to be provided by County and must include as many of the Six Center for Substance Abuse Prevention (CSAP) Strategies as possible (e.g. Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities, and Environmental Strategies). The Six CSAP Strategies with Examples may be found at: http://www.oregonpgs.org/wp-content/uploads/2016/07/Six-CSAP-Strategies-with-Examples.pdf.

County shall not spend greater than 25% of their total allocation on the purchase of a product or supply unless preauthorized by OHA Problem Gambling Prevention Specialist. Problem Gambling Prevention funds are intended to support FTE for the integration and direct service of problem gambling prevention services.

The financial assistance awarded to County for A&D 80 Services in the subsequent biennium will, in part, depend upon achievement of the goals and outcomes set forth in the County's Biennial Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County's Biennial Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.

Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County's current Biennial Problem Gambling Prevention Implementation Plan.

**c. Special Reporting Requirements**

**(1)** All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis through the Oregon Problem Gambling Prevention Data Collection System, located at http://www.oregonpgs.org/prevention/quarterly-data-collection/, no later than 45 calendar days following the end of each quarter November, February, May, and August, with respect to Services provided in the prior quarter.

**(2)** County shall submit written annual reports to OHA, using the Problem Gambling Prevention Annual Report form(s) located at: www.oregonpgs.org/prevention/reporting-tools/, describing the results of A&D 80 Services in achieving the goals and outcomes set forth in the County's Biennial Problem Gambling Prevention Implementation Plan.

**(a)** The County's annual report(s) must describe the activities, appraisal of activities, trainings attended, and expenses in providing A&D 80 Services during the preceding fiscal year.

**(b)** The County's annual report(s) are due within 45 calendar days following the end of the state fiscal year and shall be sent to OHA electronically at: **amhcontract.administrator@dhsoha.state.or.us.**

**(3)** Trauma Informed Care (TIC): County shall submit a written, final biennial TIC report to OHA, using form(s) and procedure(s) prescribed by OHA, describing the results of A&D 80 Services in achieving the goals and outcomes regarding TIC, as set forth in the "Performance Requirements" section above. Final biennial reports are due within 45 calendar days following the end of the state biennium, and shall be sent to OHA electronically at the email address provided on the reporting form. Trauma Informed Care reporting form is located at http://www.oregonpgs.org/prevention/reporting-tools/.

**(4)** County shall notify OHA Statewide Problem Gambling Prevention and Outreach Specialist within 10 business of any changes related to designated Problem Gambling A&D 80 Services program staff.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

**(1)** Calculation of Financial Assistance:

**(a)** Funds awarded for A&D 80 Services through this Agreement are intended to be general financial assistance to the County for A&D 80 Services. Accordingly, OHA will not track delivery of A&D 80 Services on a per unit basis, so long as the County offers and delivers A&D 80 Services, as part of its CMHP. The total OHA financial assistance for all A&D 80 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not

exceed the total funds awarded for A&D 80 Services as specified in that line of the Financial Assistance Award.

**(b)** OHA is not obligated to provide financial assistance for any A&D 80 Services delivered under this Agreement that are not properly reported in accordance with the "Special Reporting Requirements" section above.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the financial assistance awarded for A&D 80 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, after 30 days (unless parties mutually agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with the "Special Reporting Requirements" section above;

**(b)** OHA may, upon written request of County, adjust monthly allotments; and

**(c)** Upon amendment to the Financial Assistance Award, OHA may adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 80 Services provided under that line of the Financial Assistance Award.

**(3)** Confirmation of Performance and Reporting Requirements: Contractor shall be required to demonstrate through the data properly reported in accordance with the "Special Reporting Requirements" sections above, how funds awarded for A&D 80 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 80 Service Description falls.

**11. Service Name:** **PROBLEM GAMBLING TREATMENT SERVICES**

Service ID Code: **A&D 81**

**a. Service Description**

**(1)** For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.

**(a)** A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to:

**i.** clinically significant impairment or distress, as indicated by the Individual exhibiting one or more diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders; or

**(b)** A diagnosis of relationship distress with spouse or intimate partner; a diagnosis of relational problems or problems related to psychosocial circumstances; or diagnosis of stressful life events affecting family and household, as listed within the most current version of the International Classification of Disease (ICD), as it relates to problem gambling.

**(2)** Problem Gambling Treatment Services (A&D 81 Services) are as follows:

**(a)** Outpatient A&D 81 Services provide problem gambling assessment, treatment, and rehabilitation services, delivered on an outpatient basis or intensive outpatient basis to Individuals and those in relationships with Individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. Outpatient A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services, in response to crisis for the Individual, and may include individual, group, couple, and family counseling.

**(b)** "Session" or "treatment session" means A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).

**(c)** Client-finding/referral pathway development and maintenance: Treatment-specific outreach is targeted outreach for which the primary purpose is to get disordered and problem gamblers and, if appropriate, their family members into treatment through screening, identification and referrals from entities such as social service, allied health, behavioral health and criminal justice organizations.

**(d)** In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs and/or SUD's treatment programs within County or subcontractors with screening, identification and referral to A&D 81 Services.

**(e)** A&D 81 Services are to be made available to any Oregon resident with a Gambling Disorder or diagnosis of relational problem as defined above. A&D 81 Services to out-of-state residents are permissible if the presenting Gambling Disorder or relational problem diagnoses are reported as primarily related to an Oregon Lottery product. Providers must request a waiver, to provide Services to out of state residents, using the Out of State Variance Form, located at: http://www.oregonpgs.org/treatment-resources/, and submitting the request to OHA electronically at the email address provided on the form.

**b. Performance Requirements**

**(1)** County shall maintain Certification, as provided under OAR 309-008-0100 through 309-008-1600 "Certification of Behavioral Health Treatment Services," for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 "Outpatient Behavioral Health Services," as such rules may be revised from time to time.

**(2)** County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 81 Services fails to meet any of the performance requirements, the specific performance requirements that are out of compliance will be reviewed at a specifically scheduled performance requirement site review or OHA may reduce the monthly allotments based on under-used allotments identified through the Gambling Participant Monitoring System (GPMS) or other required reports in accordance with the "Special Reporting Requirements" section below.

The performance requirements for A&D 81 Services are as follows:

**(a)** **Access**: The amount of time between an Individual with a Gambling Disorder requesting A&D 81 Services and the first offered service appointment must be 5 business days or less for at least [90%] of all Individuals receiving A&D 81 Services funded through this Agreement.

**(b)** **Client Satisfaction**: The percent of Individuals receiving A&D 81 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Client satisfaction surveys must be completed by no less than [50%]of total enrollments.

**(c)** **Long-term Outcome**: At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.

**(d)** **Retention**: The percent of Individuals receiving A&D 81 Services who actively engage in treatment for at least 10 clinical sessions must be at least [40%].

**(e)** **Successful Completion**: The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must be at least [35%] (unadjusted rate). Successful completion of problem gambling treatment is defined as Individuals who have: (a) achieved at least [75%] of short-term treatment goals; (b) completed a continued wellness plan (i.e., relapse prevention plan); and (c) lack of engagement in problem gambling behaviors for at least [30] consecutive days prior to successful completion of A&D 81 Services.

**(f)** **Client Enrollment Survey Completion**: The percent of Individuals receiving A&D 81 Services who complete a client enrollment survey must not be less than [95%.]

**(g)** **Accordance with OHA Trauma Informed Care (TIC) Policy**: County's CMHP providing A&D 81 Services shall have a TIC plan and have TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

**(3)** **Technical Assistance and Program Development**

**(a)** Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Schedule of visit, located at: https://www.oregonpgs.org/treatment/.

**(b)** Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: https://www.oregonpgs.org/treatment/.

**(c)** County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include engagement, education, screening, identification and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model.

**(d)** A&D 81 Services are limited to [12] months per Individual. This Service limitation will count [12] consecutive months, starting with the Individual's enrollment date. Individuals must have been out of Service for a minimum of [90] consecutive days prior to any re-enrollment in the state system.

Providers may request a waiver of the [12] month Service limitation by completing the Length of Stay Variance Form, located at: http://www.oregonpgs.org/treatment-resources/, and submitting the form to OHA electronically at the email address provided on the form. The request for a waiver must be received no less than 30 calendar days prior to exceeding the [12] month Service limitation period and shall include the clinical need for a waiver and a treatment plan indicating the requested length of time to complete the plan. Waivers, if approved, will be for fixed periods of time.

Continuing care or aftercare is limited to [12] months per Individual and provided upon successful completion of gambling treatment Services. This Service limitation will continue [12] consecutive months starting with the Individual's termination or discharge date.

**c. Special Reporting Requirements**

County shall notify OHA Problem Gambling Treatment and Recovery Specialist within 10 business days of any changes related to designated Problem Gambling A&D 81 Services program staff.

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services. Information to be submitted to OHA/PGS management information system provider. All Providers of A&D 81 Services shall comply with the current GPMS User Manual or OHA designated and approved data collection system and manual lottery located at https://www.oregonpgs.org/treatment-resources/.

**(a)** GPMS Intake Data: The GPMS enrollment record abstracting form and the gambling client survey must be collected and submitted within [14] calendar days of the first face-to-face treatment contact with an Individual.

**(b)** Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.

**(c)** Encounter Data Reporting Requirements: All Providers of A&D 81 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format. Files transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2020), and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Services, personnel rendering Services (including their name, credentials and signature),, and a clinical note that includes a description of the session .

**(d)** GPMS Discharge Data: GPMS discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.

**(e)** Trauma Informed Care (TIC): County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 81 Services in achieving the goals and outcomes set

forth in the "Performance Requirements" section above. Final biennial reports are due within 45 calendar days following the end of the state biennium and sent to OHA at the email address provided on the reporting form. Trauma Informed Care – PGS – Reporting Form is located at: http://www.oregonpgs.org/treatment/pgs-trauma-informed-care-reporting-form/

**d. Financial Assistance Calculation, Disbursement, Confirmation of Performance and Reporting Requirements, & Provider Audit Procedures**

**(1)** Calculation of Financial Assistance: The total OHA financial assistance for all A&D 81 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 81 Services as specified in that line of the Financial Assistance Award. OHA will provide financial assistance for A&D 81 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at: http://www.oregonpgs.org/treatment/billing-codes-and-rates/, as it may be revised from time to time and subject to the following.

**(a)** OHA will not make multiple financial assistance disbursements for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session;

**(b)** Providers of A&D 81 Services funded through this Agreement shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services;

**(c)** OHA is not obligated to provide financial assistance for any A&D 81 Services that are not properly reported, in accordance with the "Special Reporting Requirements" section above, by the date 60 calendar days after the expiration or termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 81 Services, or termination of County's obligation under this Agreement to include the Program Area in which A&D 81 Services fall within its CMHP;

**(d)** Providers of A&D 81 Services are expected to reconcile encounter data reports and correct any errors within 30 calendar days of receipt of encounter data report from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the financial assistance awarded for A&D 81 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, after 30 days (unless parties mutually agree otherwise) written notice to County, reduce the monthly allotments based on actual delivery of A&D 81 Services identified through GPMS or through other reports required in accordance with the "Special Reporting Requirements" section above;

**(b)** OHA may, upon written request of County, adjust monthly allotments;

**(c)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 81 Services provided under that line of the Financial Assistance Award;

**(d)** OHA may adjust monthly allotments as necessary if the performance requirements are not being met; and

**(e)** OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 81 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of A&D 81 Services, upon which allotments were calculated in a particular line of Exhibit C, "Financial Assistance Award," OHA may amend the amount of funds awarded for A&D 81 Services in that line of the Financial Assistance Award in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line of the Financial Assistance Award due to under-utilization. For purposes of documenting the revised amount of A&D 81 Services, County and OHA shall execute an amendment to the Financial Assistance Award to reflect this reduction.

**(3)** Confirmation of Performance and Reporting Requirements: Contractor shall be required to demonstrate through the data properly reported in accordance with the "Special Reporting Requirements" sections above, how funds awarded for A&D 81 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 81 Service Description falls.

**(4)** Provider Audits: Providers receiving funds under this Agreement, for providing A&D 81 Services, are subject to audits of all funds applicable to A&D 81 Services rendered. The purpose of these audits is to:

**(a)** Ensure proper disbursements were made for covered A&D 81 Services;

**(b)** Recover over-payments;

**(c)** Discover any potential or actual instances of fraud and abuse; and

**(d)** Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" above.

Providers of A&D 81 Services funded through this Agreement may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

**12. Service Name:** **PROBLEM GAMBLING RESIDENTIAL SERVICES**

Service ID Code: **A&D 82**

**a. Service Description**

For purposes of this A&D 82 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

**(1)** Problem Gambling Residential Services (A&D 82 Services) are Services that provide problem gambling assessment, treatment, rehabilitation, and 24-hour observation monitoring for Individuals with a Gambling Disorder.

**(2)** Referral to A&D 82 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 82 Service provider.

**(3)** A&D 82 Services are to be made available to any Oregon resident with a Gambling Disorder, as defined above. A&D 82 Services to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product.

**b. Performance Requirements**

**(1)** County shall maintain a License as provided under OAR 415-012-0000 through 415-012-0090, "Licensure of Substance Use Disorder and Problem Gambling Residential Treatment and Recovery Services," and provide gambling treatment residential services, in accordance with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services," as such rules may be revised from time to time.

**(2)** County shall meet the performance standards, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 82 Services fails to meet any of the performance standards, the specific performance standards that are out of compliance will be reviewed at a specifically scheduled performance standards site review or OHA may reduce the monthly allotments based on under-used allotments identified through the Gambling Participant Monitoring System (GPMS) or other required reports in accordance with the "Special Reporting Requirements" section below.

**(a)** **Access**: The amount of time between an Individual with a Gambling Disorder requesting A&D 82 Services and the first offered service appointment must be 10 calendar days or less for at least [90%] of all Individuals receiving A&D 82 Services funded through this Agreement.

**(b)** **Client Satisfaction**: The percent of Individuals receiving A&D 82 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must

not be less than [85%.] Client satisfaction surveys must be completed by no less than [85%] of total enrollments.

**(c)** **Long-term Outcome**: At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.

**(d)** **Retention:** The percent of Individuals receiving A&D 82 Services who actively engaged in treatment for [25] or more consecutive days must be at least [40%].

**(e)** **Successful Completion**: The percent of all Individuals receiving A&D 82 Services who successfully complete treatment must be at least [70%.] Successful Completion of problem gambling treatment is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact with a treatment professional, including a scheduled appointment, in their local community for continuing care; (b) have achieved at least [75% ]of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).

**(f)** **Client Enrollment Survey Completion**: The percent of Individuals receiving A&D 82 Services who complete a client enrollment survey must not be less than [95%.]

**(g)** **Accordance with OHA Trauma Informed Care (TIC) Policy**: County's CMHP providing A&D 82 services shall have a TIC plan and have TIC appear as a core principle in CMHP policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

**(3)** **Technical Assistance and Program Development**

**(a)** Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of visit, located at: https://www.oregonpgs.org/treatment/

Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: https://www.oregonpgs.org/treatment/

**c.** **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 82 Services program staff.
County shall submit the following information to OHA regarding Individuals receiving A&D 82 Services. Information to be submitted to ~~Herbert and Louis,~~ OHA/PGS management information system provider. ~~n contractor~~. All Providers of A&D 82 Services shall comply with the current GPMS User Manual located at http://www.oregonpgs.org/treatment-resources/ or OHA designated and approved data collection system and manual.

**(1)** GPMS Intake Data: The GPMS enrollment record abstracting form and the gambling client survey must be collected and submitted within 14 calendar days of the first face-to-face treatment contact with an Individual.

**(2)** Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.

**(3)** Encounter Data Reporting Requirements: All Providers of A&D 82 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format. Files transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2020) and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note that includes a description of the session.

**(4)** GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.

**(5)** Trauma Informed Care: County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 82 Services in achieving the goals and outcomes set forth in the "Performance Requirements" section above. Final biennial reports are due within 45 calendar days following the end of the state biennium and shall be sent to OHA at the email address provided on the reporting form. Trauma Informed Care – PGS – Reporting Form is located at: http://www.oregonpgs.org/treatment/pgs-trauma-informed-care-reporting-form/.

**d. Financial Assistance Calculation, Disbursement, Settlement, & Provider Audit Procedures**

**(1)** Calculation of Financial Assistance: The total OHA financial assistance for all A&D 82 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 82 Services as specified in that line of the Financial Assistance Award. OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet,

located at: http://www.oregonpgs.org/treatment/billing-codes-and-rates/, as it may be revised from time to time, and subject to the following.

**(a)** Providers of A&D 82 Services funded through this Agreement shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services;

**(b)** OHA is not obligated to provide financial assistance for any A&D 82 Services that are not properly reported, in accordance with the "Special Reporting Requirements" section above, by the date 60 calendar days after the expiration or termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 82 Services, or termination of County's obligation under this Agreement to include the Program Area in which A&D 82 Services fall within its CMHP; and

**(c)** Providers of A&D 82 Services are required to reconcile encounter data reports and correct any errors within 30 calendar days of receipt of encounter data report from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C "Financial Assistance Award," OHA will disburse the financial assistance awarded for A&D 82 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, after 30 days (unless parties mutually agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through GPMS or through other reports required in accordance with the "Special Reporting Requirements" section above;

**(b)** OHA may, upon written request of County, adjust monthly allotments;

**(c)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 82 Services provided under that line of the Financial Assistance Award;

**(d)** OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 82 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of A&D 82 Services, upon which allotments were calculated in a particular line of Exhibit C, "Financial Assistance Award," OHA may amend the amount of funds awarded for A&D 82 Services in that line of the Financial Assistance Award in proportion to the

under-utilization during that period, including but not limited to, reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line of the Financial Assistance Award due to under-utilization. For purposes of documenting the revised amount of A&D 82 Services, County and OHA shall execute an amendment to the Financial Assistance Award to reflect this reduction; and

**(e)** County may, with OHA approval, apply allotments for A&D 82 Services not provided in the first fiscal year toward A&D 82 Services in the second fiscal year.

**(3)** 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 for A&D 82 Services and amounts due for such A&D 82 Services based on the rates set forth in the PGS Procedure Codes and Rates for Treatment Providers. For purposes of this Section, "amounts due" to County for A&D 82 Services are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Special Reporting Requirements" section above.

**(4)** Provider Audits: Providers receiving funds under this Agreement, for providing A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits are to:

**(a)** Ensure proper disbursements were made for covered A&D 82 Services;

**(b)** Recover over-expenditures;

**(c)** Discover any potential or actual instances of fraud and abuse; and

**(d)** Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" section above.

Providers of A&D 82 Services funded through this Agreement may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

**13. Service Name:** **PROBLEM GAMBLING RESPTE TREATMENT SERVICES**

Service ID Code: **A&D 83**

**a. Service Description**

For purposes of this A&D 83 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

Problem Gambling Respite Treatment Services (A&D 83 Services) are problem gambling treatment Services designed to supplement outpatient Problem Gambling Treatment Services (A&D 81 Services). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

**(1)** The specific A&D 83 Services that may be delivered with funds provided through this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:

**(a)** Secure Residential Treatment Facility (1-14 days residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, "Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders".

**(b)** Respite Care Service (1-14 days residential care at an alcohol and drug treatment facility): Providers of this Service must have:

**i.** OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;" and

**ii.** A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 "Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services."

**(2)** Referral to A&D 83 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 83 Service provider.

**(3)** A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out of state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product.

**b. Performance Requirements**

County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 83 Services fails to meet any of the specified performance requirements, the specific performance requirements out of compliance will then be reviewed at a specifically scheduled performance standards site review or OHA may deny invoiced allotments based on insufficient data or performance requirements identified through the Gambling Participant Monitoring System (GPMS) or other required reports in accordance with the "Special Reporting Requirements" section below.

The performance requirements for A&D 83 Services are as follows:

**(1)** **Access**: The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be 5 business days or less for at least [100]% of all Individuals receiving A&D 83 Services funded through this Agreement.

**(2)** **Successful Completion**: The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who: (a) are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or (b) have been transferred to residential gambling treatment Services.

**(3)** **Client Enrollment Survey Completion**: The percent of Individuals receiving A&D 83 Services who complete a client enrollment survey must not be less than [95]%.

**(4)** **Accordance with OHA Trauma Informed Care (TIC) Policy**: County's CMHP providing A&D 83 Services shall have a TIC plan and have TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

**(5)** **Technical Assistance and Program Development**

**(a)** Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of visit, located at: https://www.oregonpgs.org/treatment/

**(b)** Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: https://www.oregonpgs.org/treatment

**c. Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff.

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. Information to be submitted to OHA/PGS

management information system provider. All Providers of A&D 83 Services shall comply with the current GPMS User Manual located at: http://www.oregonpgs.org/treatment-resources/ or OHA designated and approved data collection system and manual.

**(1)** GPMS Intake Data: The GPMS enrollment record abstracting form and the gambling client survey must be collected and submitted within 14 calendar days of the first face-to-face treatment contact with an Individual.

**(2)** Encounter Data Reporting Requirements: All Providers of A&D 83 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format. Files to be transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2020), and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim, must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Services (including their name, credentials and signature), and a clinical note that includes a description of the session.

**(3)** GPMS Discharge Data: GPMS discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.

**(4)** Trauma Informed Care (TIC): County shall submit written final biennial report to OHA, using forms and procedures prescribed by OHA, describing the results of A&D 83 Services in achieving the goals and outcomes set forth in the "Performance Requirements" section above. Final biennial reports are due within 45 calendar days following the end of the state biennium and sent to OHA at the email address provided on the reporting form. Trauma Informed Care – PGS – Reporting Form is located at: http://www.oregonpgs.org/treatment/pgs-trauma-informed-care-reporting-form/

**d. Financial Assistance Calculation, Disbursement and Provider Audit Procedures**

**(1)** Calculation of Financial Assistance: OHA will provide financial assistance for A&D 83 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Billing Codes and Rates for Treatment Providers rate sheet, located at: http://www.oregonpgs.org/treatment/billing-codes-and-rates/, as it may be revised from time to time and subject to the following.

**(a)** Providers of A&D 83 Services funded through this Agreement shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services; and

**(b)** OHA is not obligated to provide financial assistance for any A&D 83 Services that are not properly reported, in accordance with the "Special Reporting Requirements" section above, by the date 60 calendar days after the expiration or termination of this Agreement, termination of OHA's obligation under this Agreement to provide financial assistance to County for A&D 83 Services, or termination of County's obligation under this Agreement to include the Program Area in which A&D 83 Services fall in its CMHP;

**(2)** 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 C awards for A&D 83 Services, provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC," to County per OHA's receipt and approval of a written invoice, as specified below. Invoices are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administator@dhsoha.state.or.us with the subject - "Invoice, contract # (your contract number), contractor name".

**(a)** For A&D 83 Services, County shall attach an invoice for the item or Service to a combined monthly invoice itemized by Individual. OHA will verify the services provided with encounter data submitted to OHA/PGS management information system provider prior to approval of invoice.

**(3)** Provider Audits. Providers receiving funds under this Agreement, for providing A&D 83 Services, are subject to audits of all funds applicable to A&D 83 Services rendered. The purpose of these audits is to:

**(a)** Ensure proper disbursements were made for covered A&D 83 Services;

**(b)** Recover over expenditures;

**(c)** Discover any potential or actual instances of fraud and abuse; and

**(d)** Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" section above.

Providers of A&D 83 Services funded through this Agreement may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

**14. Service Name:** **PROBLEM GAMBLING, CLIENT FINDING/REFERAL PATHWAYS OUTREACH SERVICES**

Service ID Code: **A&D 84**

**a. Service Description**

A&D 84 Services is defined as Specific Outreach with the primary purposes of getting problem gamblers and/or family members enrolled in Problem Gambling Outpatient Treatment Services (A&D 81 Services).

The specific A&D 84 Services that may be delivered with funds provided under this Agreement are as follows:

**(1)** Outreach aimed at increasing the number of clients receiving outpatient treatment services;

**(2)** Targets a specific vulnerable population;

**(3)** Involves repeated contact and the development of a relationship with another professional provider; and

**(4)** Increases the number of Individuals that are assessed and referred to County problem gambling treatment programs.

A&D 84 - Services may be delivered by problem gambling treatment or prevention professionals.

**b. Performance Requirements**

**(1)** County shall designate a Problem Gambling, Client Finding/Referral Pathways Outreach specialist, who shall be responsible for:

**(a)** Development and implementation of Biennial Problem Gambling, Client Finding/Referral Pathway Outreach Strategic Plan.

**(b)** Overseeing and coordinating A&D 84 Services provided in the County; and

**(c)** Preparing the quarterly and annual reports as described in the "Special Reporting Requirements" section below.

**c. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly reports on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

Each report shall provide the following information:

**(1)** Description of results in achieving the goals and outcomes set forth in the Biennial Problem Gambling, Client Finding/Referral Pathways Outreach Strategic Plan.

**(2)** Description of the activities, appraisal of activities, and expenses during the preceding quarter in providing A&D 84 Services.

County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written annual report on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject year for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

**(1)** Calculation of Financial Assistance: Funds awarded for A&D 84 Services are intended to be general financial assistance to the County for A&D 84 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of A&D 84 Services on a per unit basis, so long as the County offers and delivers A&D 84 Services as part of its CMHP. The total OHA financial assistance for all A&D 84 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for A&D 84 Services as specified in that line of the Financial Assistance Award.

**(a)** OHA is not obligated to provide financial assistance for any A&D 84 Services delivered under this Agreement that are not properly reported in accordance with the "Special Reporting Requirements" section above.

**(b)** Providers of A&D 84 Services funded through this Agreement may not charge Individuals, whose A&D 84 Services are funded through this Agreement, any co-pay or other fees for such Services without OHA written approval of fees policy.

**(2)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the financial assistance awarded for A&D 84 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, after 30 days (unless parties mutually agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through data reported in accordance with the "Special Reporting Requirements" section above;

**(b)** OHA may, upon written request of County, adjust monthly allotments; and

**(c)** Upon amendment to the Financial Assistance Award, OHA may adjust monthly allotments as necessary to reflect changes in the funds awarded for A&D 84 Services provided under that line of the Financial Assistance Award.

**(3)** Confirmation of Performance and Reporting Requirements: Contractor shall be required to demonstrate through the data properly reported in accordance with the "Special Reporting Requirements" sections above, how funds awarded for A&D 84 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this A&D 84 Service Description.

**15.** Service Name: **SYSTEM MANAGEMENT AND COORDINATION**
Service ID Code: **MHS 01**

**a. Service Description**

As identified in OAR 309-014-0010 the purpose of a Community Mental Health Program (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

System Management and Coordination (MHS 01 Services) is the central management of a Mental Health Services system for which financial assistance is included in Exhibit C, "Financial Assistance Award," of this Agreement.

County shall 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 Mental Health Services.

System design and oversight must include:

**(1)** Planning;

**(2)** Implementation;

**(3)** Monitoring;

**(4)** Documentation of Service delivery in compliance with state and federal requirements;

**(5)** Contract and subcontract negotiation and monitoring;

**(6)** Coordination with state hospital Services;

**(7)** Evaluation of Services and supports; and

**(8)** Involvement in activities that focus on:

**(a)** Resource allocation;

**(b)** Outcomes;

**(c)** Quality improvement; and

**(d)** Advisory councils.

**b. Performance Requirements**

County shall provide, but is not limited to, the following:

**(1)** In providing MHS 01 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

**(2)** Provide pre-commitment Services to include, but not limited to:

**(a)** A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the Individual's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as established by OAR 309-033-0920) who has not provided to the Individual any crisis Services.

**(b)** The development of a treatment plan to:

**i.** Divert an Individual from a commitment hearing; or

**ii.** If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.

**(3)** Assigning and placing a committed Individual in a treatment Service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under County's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.

**(4)** Ensuring that all legal procedures are performed as required by statute and administrative rule.

**(5)** Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR 407-045-0000 through 407-045-0955, as such statutes and rules may be revised from time to time.

**c. Special Reporting Requirements**

None.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides funding for MHS 01 Services through Part A awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 01 lines in which column "Part ABC," contains an "A" for Part A award. OHA provide funding for MHS 01 Services claims submitted through Part A for non-Medicaid-eligible Services. County is not entitled to funding for Part A awards in combination with Medicaid funds for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 01 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health

insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide funding for any MHS 01 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 01 Services, or termination of County's obligation to include the Program Area in which MHS 01 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 01 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing and "A" in column "Part ABC," from funds identified in the line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all MHS 01 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total of awards for MHS 01 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(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 allotments for MHS 01 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:

**i.** OHA may, upon written request of County, adjust monthly awards;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for MHS 01 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting

Requirements" and "Special Reporting Requirements" sections above or applicable special conditions;

**iv.** OHS is not obligated to provide financial assistance for any MHS 01 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement; termination of OHA's obligation to provide funding for MHS 01 Services; or termination of County's obligation to include the Program Area in which MHS 01 fall in its Services; and

**v.** **E.** OHA will reduce the financial assistance provided for MHS 01 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 01 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(c)** Confirmation of Performance Requirements: County shall be required to demonstrate through the data properly reported in qualifying services to which these services can be attributed, how funds awarded for MHS 01 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 01 Service Description falls and subject to the terms and limitations in this MHS 01 Service Description.

**16.** Service Name: **AID AND ASSIST CLIENT SERVICES**
Service ID Code: **MHS 04**

**a.** **Service Description**

MHS 04 – 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 Individual can stand trial. Primary population for community Restoration Services are Individuals who are unable to aid and assist in their own defense due to a primary "mental disease or defect" (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

**(1)** Restoration Services include:

**(a)** Providing the Individual with the education necessary to best facilitate the Individual's return to capacity including, but not limited to:

**i.** Skills training regarding court room procedures, roles, language and potential outcomes of the court process;

**ii.** Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and

**iii.** Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.

**(b)** Coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the Individual is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:

**i.** Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;

**ii.** Collaboration and coordination with community corrections;

**iii.** Consultation to the County Mental Health Court, if Mental Health Court is available in the service area;

**iv.** Participation in Mental Health and Law Enforcement collaboration meetings; and

**v.** Communication of court ordered requirements, limitations, and court dates.

**(c)** Assist the Individual in accessing community supports that will promote recovery and community integration, including, but not limited to:

**i.** Case management;

**ii.** Skills training;

**iii.** Crisis services;

**iv.** Individual or group therapy;

**v.** Alcohol and drug addiction treatment; and

**vi.** Psychiatric prescription management and medication education.

**(d)** Administrative activities related to the Restoration Services described above, including but not limited to:

**i.** Reporting of the Individual's compliance with the conditional release requirements through monthly reports to appropriate court; and

**ii.** Providing interim quarterly reports for the purpose of communicating current status of Individuals to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.

**(2)** The County shall allocate reasonable staffing within available funding to meet the needs of the community and provide the necessary Services as described in subsection a. above.

**b.** **Performance Requirements**

Providers of MHS 04 Services funded through this Agreement:

**(1)** Shall comply with ORS 161.365, ORS 161.370, OAR 309-088-0105, OAR 309-080-0115, OAR 309-088-0125, and OAR 309-088-0135, as such statutes and rules may be revised from time to time; and

**(2)** May reasonably use funds to improve outcomes and services for Individuals found unfit to proceed by improving systems and collaboration effecting this population.

**c.** **Reporting Requirements**

All Individuals receiving MHS 04 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) and all Individuals receiving Restoration Services must be coded as "Aid and Assist (ORS 161.370)" as the "Legal Status" in MOTS, as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; or

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.
If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly reports on the delivery of MHS 04 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx. Each quarterly report shall provide the following information per month for each subject quarter:

**(1)** For Individuals who have a community consultation completed, provide the following information:

**(a)** Individuals' name;

**(b)** Gender;

**(c)** Date of birth

**(d)** Medicaid identification number (if applicable);

**(e)** Race;

**(f)** Ethnicity;

**(g)** Living Situation;

**(h)** Consultation referral date;

**(i)** Consultation face-to-face date;

**(j)** Date the findings report was provided to the court;

**(k)** Recommendation from the findings report provided to the court; and

**(l)** Court's determination on Individual's placement.

**(2)** For Individuals who are engaged in community-based restoration services, provide the following information:

**(a)** Individual's name;
**(b)** Gender;
**(c)** Date of birth
**(d)** Medicaid identification number (if applicable);
**(e)** Race;
**(f)** Ethnicity;
**(g)** Living situation;
**(h)** Beginning date of restoration services; and
**(i)** Description of services provided.

**e.** **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

OHA provides financial assistance for MHS 04 Services through Part A Awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 04 Services lines in which column "Part ABC" will contain an "A" for Part A award.

**(1)** Financial assistance provided to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 04 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide funding for any MHS 04 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 04 Services, or termination

of County's obligation to include the Program Area in which MHS 04 Services fall within its Services.

**(b)** The Part A awards will be calculated, disbursed and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 04 Services identified in a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" from funds identified in that line of the Financial Assistance Award. The total of OHA financial assistance for all MHS 04 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 04 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(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 04 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for MHS 04 Services provided under that line of the Financial Assistance Award; and

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions.

**iv.** OHA is not obligated to provide financial assistance for any MHS 04 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 04 Services, or termination of County's obligation to include the Program Area in which MHS 04 Services fall in its CMHP; and

**v.** OHA will reduce the financial assistance provided for MHS 04 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column

"Part ABC," by the amount received by a Provider of MHS 04 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(c)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 04 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 04 Service Description falls within its CMHP.

**17.** Service Name: **ASSERTIVE COMMUNITY TREATMENT SERVICES (ACT)**
Service ID Code: **MHS 05**

**a. Service Description**

**(1) Definitions:**

**(a)** **Assertive Community Treatment (ACT)** means an evidence-based practice designed to provide comprehensive treatment and support Services to Individuals with Serious and Persistent Mental Illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least 2 case managers, and are designed to meet the Individual's needs and to help keep the Individual in the community and out of a structured service setting, such as residential or hospital care. ACT is characterized by:

**i.** Low client to staff ratios;

**ii.** Providing Services in the community rather than in the office;

**iii.** Shared caseloads among team members;

**iv.** 24-hour staff availability;

**v.** Direct provision of all Services by the team (rather than referring Individuals to other agencies); and

**vi.** Time-unlimited Services.

**(b)** **ACT-Eligible Individual** means an Individual who meets ACT Admission Criteria established in OAR 309-019-0245.

**(c)** **Competitive Integrated Employment** means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

**(d)** **Division Approved Reviewer** means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA's contracted entity responsible for conducting

ACT fidelity reviews, training, and technical assistance to support new and existing ACT Programs statewide.

**(e)** **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an Individual 18 years of age or older:

**i.** Schizophrenia and other psychotic disorders;

**ii.** Major depressive disorder;

**iii.** Bipolar disorder;

**iv.** Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);

**v.** Schizotypal personality disorder; or

**vi.** Borderline personality disorder.

**(2) Services:**

**(a)** ACT is an evidence-based practice for Individuals with SPMI. ACT is characterized by:

**i.** A team approach;

**ii.** Community based;

**iii.** A small client-to-staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;

**iv.** Time-unlimited Services;

**v.** Flexible Service delivery;

**vi.** A fixed point of responsibility; and

**vii.** 24/7 crisis availability.

**(b)** MHS 05 Services include, but are not limited to:

**i.** Hospital discharge planning;

**ii.** Case management;

**iii.** Symptom management;

**iv.** Psychiatry services;

**v.** Nursing services;

**vi.** Co-occurring substance use and mental health disorders treatment services;

**vii.** Supported Employment (reference OAR 309-019-0275 through 309-019-0295);

**viii.** Life skills training; and

**ix.** Peer support services.

**(c)** The ACT Program is intended to serve Individuals (18 year old or older) with SPMI and who meet ACT Program admission criteria as described in OAR 309-019-0245.

**(d)** A Provider delivering MHS 05 Services with funds provided through this Agreement may not use MHS 05 Services funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.

**(e)** An ACT Program includes the following staff members:

**i.** Psychiatrist or Psychiatric Nurse Practitioner;

**ii.** Psychiatric Nurse(s);

**iii.** Qualified Mental Health Professional (QMHP) ACT Team Supervisor;

**iv.** Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;

**v.** Substance Abuse Treatment Specialist;

**vi.** Employment Specialist;

**vii.** Housing Specialist;

**viii.** Mental Health Case Manager; and

**ix.** Certified Peer Support Specialist.

**b.** **Performance Requirements**

County shall provide MHS 05 Services in a manner that meets minimum fidelity requirements and adheres to all standards in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver MHS 05 Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 05 Services.

The County shall work with their respective CCO to increase the number of eligible Individuals, with SPMI, served by ACT Team(s). If 10 or more Individuals in a County's region have been referred, are eligible and appropriate for MHS 05 Services, and are on a waiting list for more than 30 calendar days to receive MHS 05 Services, the County shall work with their appropriate CCO to take action to reduce the waitlist and serve those Individuals by:

**(1)** Increasing team capacity to a size that is still consistent with fidelity standards; or

**(2)** Adding additional ACT Team(s).

**c.** **Reporting Requirements**

All Individuals receiving MHS 05 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:

http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers;

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary reports on the delivery of MHS 05 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

Each report shall provide the following information:

**(1)** Individuals served;

**(2)** Individuals who are homeless at any point during a quarter;

**(3)** Individuals with safe stable housing for 6 months;

**(4)** Individuals using emergency departments during each quarter for a mental health reason;

**(5)** Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;

**(6)** Individuals hospitalized in an acute care psychiatric facility during each quarter;

**(7)** Individuals in jail at any point during each quarter;

**(8)** Individuals receiving Supported Employment Services during each quarter;

**(9)** Individuals who are employed in Competitive Integrated Employment; and

**(10)** Individuals receiving MHS 05 Services who are not enrolled in Medicaid Referrals and Outcomes, including the following:

**(a)** Number of referrals received during each quarter;

**(b)** Number of Individuals accepted during each quarter;

**(c)** Number of Individuals admitted during each quarter; and

**(d)** Number of Individuals denied during each quarter and the reason for each denial.

**e.** **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides financial assistance for MHS 05 Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in MHS 05lines in which column "Part ABC" contains an "A" for Part A award. The Part A awards for MHS 05 Services are intended to be general financial assistance to the County for MHS 05 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 05 Services except as necessary to verify that the Performance Requirements set forth above have been met. The total OHA financial assistance for all MHS 05 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total funds awarded for MHS 05 Services as specified in that line of the Financial Assistance Award.

**(1)** Awards provided to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 05 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under

which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided: and

**(b)** OHA is not obligated to provide funding for any MHS 05 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 05 Services, or termination of County's obligation to include the Program Area in which MHS 05 Services fall within its Services.

**(2)** The Part A financial assistance will be calculated, disbursed and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance form MHS 05 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from awards identified in that line of the Financial Assistance Award. The total of OHA awards for all MHS 05 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total financial assistance for MHS 05 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(3)** 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 funds awarded for MHS 05 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, upon written request of County, adjust monthly allotments;

**(b)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for MHS 05 Services provided under that line of the Financial Assistance Award; and

**(c)** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funds identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable special condition;

**(d)** OHA is not obligated to provide funding for MHS 05 Services that are not properly reported in accordance with the "Reporting

Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement; termination of OHA's obligation to provide funds for MHS 05 Services; or termination of County's obligation to include the Program Areas in which MHS 05 Services fall in its Services; and

**(e)** OHA will reduce the financial assistance provided for MHS 05 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 05 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(4)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 05 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 05 Service Description falls.

**18.** Service Name: **CRISIS AND ACUTE TRANSITION SERVICES (CATS) Formerly known as Emergency Department Diversion Community Based Services And Support**

**Service ID Code: MHS 08**

**a. Service Description**

MHS 08 –Crisis and Acute Transition Services (CATS) are designed to provide a community-based alternative to Emergency Department "boarding" for children, youth, and young adults (Individuals) in need of acute psychiatric treatment, who are awaiting inpatient psychiatric hospitalization.
The program includes and requires brief crisis services, stabilization, and transition to community-based supports and services when Individuals from birth through 24 years of age present to emergency departments or crisis centers and are at risk of admission for psychiatric or behavioral crises. Programs must serve all Individuals presenting in the settings indicated above, including those with public, private, or no insurance.

**b. Performance Requirements**

**(1)** Eligible Population: Individuals from birth through 24 years of age who have symptoms consistent with psychiatric or serious emotional disorders, and present at program partner Emergency Departments or community crisis centers (those that have a contractual agreement with the OHA Contract holder or County). This includes Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program. Programs are expected to maximize this funding to enhance an existing continuum of crisis and acute care for Individuals and families through the provision of the elements listed below.

**(2)** Clinical, Social, and Residential Services Provided:

**(a)** These Services are appropriate when the Individual is given a mental health and safety assessment, has reached an established level of acuity (through administration of a standardized acuity measure), and it is deemed safe, appropriate, and optimal to refer them to a CATS program.

**(b)** Clinical Services normally last up to 45 calendar days, or as long as is necessary to provide the Individual and their family with sufficient stabilization and support to establish strong connectivity with community-based supports.

**(c)** Initial contact from the clinical team will occur within 1-3 hours of the referral. Within 72 hours of the referral, both the family partner and the clinical team will meet with the Individual and family together. Contacts should be as frequent as is necessary for the goals of the project to occur, in person as much as possible, but no less than twice per week.

**(3)** CATS programs are team-based. Each team provides an array of recovery-oriented agency or community-based services and supports, including, but not limited to:

**(a)** Functioning as a collaborative unit, sharing duties, information and support for each Individual and family. This requires ongoing and frequent communication, supportive interagency processes, and intentional organization to support the provision of CATS as a model of coordinated care. The work is organized and agreed upon through a Memo of Understanding (MOU) between each program's partners, to be submitted to OHA within 45 calendar days of the execution of the contract. Hospitals must be partners in the service design and delivery;

**(b)** Conducting assessment, that includes mental health assessment, safety assessment, acuity level and safety plan prior to discharge from crisis center or emergency department;

**(c)** Alleviating the immediate crisis through connections to the family and Individual, and work with mental health team members;

**(d)** Providing CATS Guidebook for Families, or the equivalent, describing to the Individual and family the anticipated experience in the CATS program, and providing Individuals and families with relevant and individualized psycho-social information. An equivalent resource means a guide or booklet (print or online) which includes all items listed in the Family Transition Inventory/Checklist, and which has been reviewed and approved by OHA and OHSU staff. OHA staff will contact Contractor via email to notify Contractor of approval;

**(e)** Establishing with the family and Individual a transition plan designed to safely prevent readmission to the emergency department, and improved access and connectivity to community resources;

**(f)** Conducting a closing meeting (in-person or via phone) must be completed with the family prior to transitioning care, and data must be collected at this meeting. If the team is unable to have a closing meeting with the family, documentation explaining the circumstances is required;

**(g)** Participation in collaborative state-wide efforts to establish shared programmatic standards, expectations for results and services, and key reporting requirements; and

**(h)** Specific services associated with the required elements must include, but are not limited to:

**i.** Suicide-Related Interventions: Safety assessment, Counseling On Lethal Means (CALM), and lethal means counseling where needed;

**ii.** Family and Young Adult Peer Support;

**iii.** Access to and coordination of immediate resources:

**iv.** Brief mental health therapy provided during CATS participation;

**v.** Rapid access to psychiatric and counseling services;

**vi.** Transition to existing health and community resources; and

**vii.** Use of linguistically and culturally appropriate materials for the Individual and family, necessary for them to understand and to participate fully in the CATS program.

**(4)** Who Can Provide These Services:

**(a)** Family and youth peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Professional (QMHP), mental health therapists, and skills trainers;

**(b)** Programs must provide dedicated CATS staff and family partners. Those individuals are presented to the Individual and family as a combined resource that is the cornerstone of the CATS model;

**(c)** Recommended supplemental training might include supplemental peer and clinical training in crisis response, use of the CATS Guidebook for Families, use of the Oregon Health Sciences University (OHSU) RedCap survey, and any others that would enhance work with families in crisis; and

**(d)** Staff working in the programs must have training in suicide prevention and intervention strategies, and Trauma Informed Care (TIO), and must be provided with ongoing maintenance of the skills and practice associated with these approaches.

**(e)** Setting(s) for service delivery: Emergency departments, crisis centers, provider sites, homes, and community settings. Locations as preferred by the Individual and family, and family-inclusive safety planning.

**(f)** County is required to monitor sub-contracted Services and provide initial copies of the sub-contract to OHA staff, and work with OHA staff to devise an ongoing monitoring process.

**c. Reporting Requirements**

All Individuals receiving MHS 08 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers;

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.
If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County or sites providing MHS 08 Services directly to Individuals shall submit data quarterly, as specified by OHA, directly to the Oregon Health & Science University (OHSU) RedCap Data System.
Programs are expected to meet data reporting requirements to input data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team. This includes timely collection and submission of outcome-based measures for each Individual in the program, including but not limited to, demographic and presenting referral information, KIDSCREEN-10, Crisis Assessment Tool, intervention details, and transition plan details.

**(1)** Survey data that includes, but is not limited to, the following:

**(a)** Client demographics;

**(b)** Presenting diagnosis and issues;

**(c)** Diversions;

**(d)** Re-admissions;

**(e)** Response time;

**(f)** Connectivity with peer support;

**(g)** Initial contacts;

**(h)** Frequency of contact;

**(i)** Transitional service referrals; and

**(j)** Other information deemed beneficial to the development of the Service.

**(2)** Programs are required to encourage and enable CATS program participants, both Individuals and family members, to participate in a follow-up study. Staff from OHSU Child and Adolescent Psychiatry Unit will follow-up with CATS participants at exit and at established post exit interviews. Data from follow-up interviews will be shared with program teams and agencies with the goal of improved services.

**(3)** Programs will submit annual budget reports to OHA, detailing funds spent on specific services, staffing, administrative costs, and other costs

associated with the program. In addition, programs will be asked to describe the other types of funding and insurance payments used to conduct program services.

**e. <u>Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures</u>**

OHA provides financial assistance for MHS 08 Services through Part A awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 08 lines in which column "Part ABC" contains an "A" for Part A award. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to Contractor or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures" section, financial assistance requested for MHS 08 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided:

**(b)** OHA is not obligated to provide funding for any MHS 08 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 08 Services, or termination of County's obligation to include the Program Area in which MHS 08 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** <u>Calculation of Financial Assistance</u>: OHA will provide funding for MHS 08 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in that line of the Financial Assistance Award, during the period specified in that line. The total of OHA funding for all

MHS 08 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total funding for MHS 08 Services as specified in that line of the Financial Assistance Award, and are subject to the limitations described herein.

**(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 08 Services provided under a particular line of the Financial Assistance Award containing and "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the financial assistance shown for MHS 08 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions.

**iv.** OHS is not obligated to provide financial assistance for any MHS 08 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement; termination of OHA's obligation to provide funding for MHS08 Services; or termination of County's obligation to include the Program Area in which MHS 08 fall in its Services; and

**v.** OHA will reduce the financial assistance provided for MHS 08 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 08 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other

Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(c)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 08 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 08 Service Description falls.

**19.** Service Name: **JAIL DIVERSION SERVICES**
Service ID Code: **MHS 09**

**a.** **For purposes of this Service Description, the following definitions apply:**

**(1)** **Jail Diversion Services,** as defined by the Oregon Performance Plan, means community-based Services that are designed to keep Individuals with behavioral health issues out of the criminal justice system and, instead, supported by other community-based services, such as mental health services, substance abuse services, employment services, and housing. Jail Diversion Services are intended to minimize contact with law enforcement, avoid jail time, and/or reduce jail time. These Services are intended to result in the reduction of the number of Individuals with mental illness in the criminal justice system or the Oregon State Hospital.

**(2)** **SPMI** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:

**(a)** Schizophrenia and other psychotic disorders;

**(b)** Major Depressive Disorder;

**(c)** Bipolar Disorder;

**(d)** Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);

**(e)** Schizotypal Personality Disorder; or

**(f)** Borderline Personality Disorder.

**b.** **Service Description**

MHS 09 Jail Diversion Services increase Mental Health's interaction with Individuals with Serious and Persistent Mental Illness (SPMI) who are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

**c.** **Performance Requirements**

All Providers shall adopt the "**Sequential Intercept Model**" (SIM), and incorporated by reference herein, through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All Providers shall use the SIM to identify and intervene upon "points of interception" or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking MHS 09 Services:

**(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 Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and

**(e)** Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

**d. Reporting Requirements**

All Individuals receiving MHS 09 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(a)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(b)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(c)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers;

**(d)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**e. Special Reporting Requirements**

County shall prepare and electronically submit through secure e-mail as described in the Security and Privacy Agreement, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 09 Services no later than 45 calendar days from the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

Each quarterly report shall include, but is not limited to, the following:

**(a)** For Individuals receiving MHS 09 Services, report the following:

**i** Individuals name;

**ii** Gender;

**iii** Date of birth;

**iv** Medicaid identification number (if applicable);

**v** Race;

**vi** Ethnicity;

**vii** Whether the Individual has an SPMI diagnosis;

**viii** Identify whether the Individual received pre or post booking Services;

**ix** Number of times Individual was arrested during the reporting period;

**x** Charges Individual was arrested for during the reporting period; and

**xi** Description of Service provided.

**(b)** Report the number of incidences where charges were dismissed or dropped as a result of MHS 09 Services.

**(c)** Report the number of crisis consultations provided by mental health staff in pre-booking diversions.

**(d)** Provide a detailed description of any MHS 09 Service created prior to the current reporting period.

**(e)** Provide information regarding any activities related to MHS 09 Services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

**f. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

OHA provides financial assistance for MHS 09 Services in two different ways, through Part A, and Part C awards. The award type is identified in Exhibit C,

"Financial Assistance Award," on MHS 09lines in which column "Part ABC" contains an "A" for Part A award or "C" for Part C award. OHA will provide funds for MHS 09 Services claims submitted through either Part A or Part C awards, for non-Medicaid-eligible Services. County is not entitled to awards for Part A or Part C awards (or both) in combination with Medicaid payments for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(a)** Funds awarded to County or Service Provider are subject to the following:

**i** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures" section, financial assistance requested for MHS 09 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**ii** OHA is not obligated to provide funding for any MHS 09 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 09 Services, or termination of County's obligation to include the Program Area in which MHS 09 Services fall within its Services.

**(b)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**i.** Calculation of Award**:** OHA will provide funding for MHS 09 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Agreement during the period specified in that line. The total of OHA funding for all MHS 09 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total

funding for MHS 09 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**ii.** 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 09 Services delivered under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**A.** OHA may, upon written request of County, adjust monthly allotments;

**B.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for MHS 09 Services provided under that line of the Financial Assistance Award; and

**C.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funds identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions.

**D.** OHA is not obligated to provide financial assistance for any MHS 09 Services not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 09 Services; or termination of County's obligation to include the Program area in which MHS 09 Services fall within its CMHP; And

**E.** OHA will reduce the financial assistance provided for MHS 09 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 09 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**iii.** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 09 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 09 Service Description falls.

**(c)** The Part C financial assistance will be disbursed as follows:
Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 09 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this MHS 09 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

**20.** Service Name: **MENTAL HEALTH PROMOTION AND PREVENTION SERVICES**

Service ID Code: **MHS 10**

**a. Service Description**

MHS 10 Mental Health Promotion and Prevention Services are directed at changing common influences on the development of Individuals across their lifespan, reducing risk factors, and increasing protective factors, and is designed to target universal, selected, and indicated populations based on risk.

MHS 10 Services are interventions that aim to enhance an Individual's abilities to achieve developmentally appropriate tasks (competence), a positive sense of self-esteem, mastery, well-being, social inclusion, and strengthen their ability to cope with adversity.

Services shall be trauma informed and support the expansion of Mental Health Promotion and Prevention by strengthening the determinants of mental health and wellness, including the development of health communities, individual skill development, improved social emotional competence, and decreasing risk factors associated with negative mental health outcomes, such as adverse childhood experiences.

**b. Performance Requirements**

County shall prepare and submit to OHA for approval within 30 calendar days of the effective date of this Agreement, a written plan outlining how services as listed below will be provided using funds received through this Agreement.

**(1)** County shall:

**(a)** Strengthen the existing Mental Health Promotion and Prevention Services infrastructure, or build and develop new infrastructure.

**(b)** Support the Institute of Medicine Mental Health Promotion Classifications in the Continuum of Care Model.

**i.** Development and maintenance of healthy communities: Conduct interventions that may include, but are not limited to community safety promotion, violence reduction, bullying prevention, community connectively, and resource dissemination activities;

**ii.** Skill development: Interventions that include, but are not limited to programs based in schools, community centers, and other community-based settings that promote social and emotional competence through activities that emphasize social connection, problem solving and development of self-regulation; and

**iii.** Social emotional competence: Interventions may include, but are not limited to developing or sustaining community infrastructure, parenting education, stress reduction classes, communication skills classes, grief and other post distress supports, divorce and other losses, and community-based activities of which promote inclusion.

**(c)** Promote activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations, such as:

**i.** A commitment to work with the community-based organization to increase efficiency and broaden coordination of initiatives within, and crossing between, the community and health care settings to improve prevention and mental health promotion activities;

**ii.** A commitment to work with the community-based organization to continue the development of sustainable systems to address primary prevention and mental health promotion activities in the community and health system settings;

**iii.** A commitment to responsibility with experience engaging and providing mental health promotion services to communities of color, and in other underserved populations in a culturally and linguistically-appropriate manner; or

**iv.** Propose and implement joint strategies to sustain project work beyond the funding period, including the ability to engage other community organizations or stakeholders who will benefit from a healthier overall population, such as other public or commercial insurance carriers.

**c. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written semi-annual (two times per year) detailed budget expenditure and service reports on the delivery of Mental Health Promotion and Prevention Services, no later than 45 calendar days following the end of each subject term for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

Each report shall contain the following information:

**(1)** An explanation of activities conducted during the reporting period, and how each activity is supported in the following interventions:

**(a)** Development and maintenance;

**(b)** Skill development; and

**(c)** Social emotional competence.

**(2)** A description of how activities impacted Mental Health Promotion and Prevention Services.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

OHA provides financial assistance for MHS 10 Services in two different ways, through Part A, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award" on MHS 10 lines in which column "Part ABC" contains an "A" for Part A, or "C" for Part C award. OHA will provide funding for MHS 10 Services claims submitted through Part A or Part C awards for non-Medicaid-eligible Services. County is not entitled to financial assistance for Part A or Part C awards (or both) in combination with Medicaid payments for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 10 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide funding for any MHS 10 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 10 Services, or termination of County's obligation to include the Program Area in which MHS 10 Services fall within its Services.

**(2)** Part A awards will be calculated, and disbursed as follows:

**(a)** Calculation of Awards: OHA will provide funding for MHS 10 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified under that line of the Financial Assistance Award during the period specified in that line. The total of OHA awards for

all MHS 10 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total award for MHS 10 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(b)** Disbursement of Awards: Unless a different disbursement method is specified in that line of the Exhibit C, "Financial Assistance Award," OHA will disburse the Part A award for MHS 10 Services provided under a particular line of the Financial Assistance Award containing and "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the financial assistance shown for MHS10 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions.

**iv.** OHS is not obligated to provide financial assistance for any MHS 10 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement; termination of OHA's obligation to provide funding for MHS 10 Services; or termination of County's obligation to include the Program Area in which MHS 10 fall in its Services; and

**v.** OHA will reduce the financial assistance provided for MHS 10 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 10 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other

Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(3)** The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 10 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this MHS 10 Service Description.

**(c)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

**(d)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual.

**(4)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Special Reporting Requirements" sections above, how funds awarded for MHS 10 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 10 Service Description falls.

**21.** Service Name: **RENTAL ASSISTANCE PROGRAM SERVICES**

Service ID Code: **MHS 12**

**a. Service Description**

MHS 12 Rental Assistance Program Services are intended to assist Individuals 18 years of age and older with Serious and Persistent Mental Illness (SPMI), as defined in OAR 309-306-0105 (13), and who meet one of the criteria listed below, in paying for rental housing to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

**(1)** SPMI means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:

**(a)** Schizophrenia and other psychotic disorders;

**(b)** Major Depressive Disorder;

**(c)** Bipolar Disorder;

**(d)** Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);

**(e)** Schizotypal Personality Disorder; or

**(f)** Borderline Personality Disorder

**(2)** Criteria in paying for rental housing requires at least one of the following conditions:

**(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.

**b. Performance Requirements**

**(a)** MHS 12 Services includes financial assistance 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; and the support service components including, but not limited to, financial budgeting, applying for mainstream housing resources (like Section 8), community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the

community. These allotments shall not be used to pay any other staff position, and these two MHS 12 funded positions will only perform work for this MHS 12 program.

**(b)** MHS 12 Services financial assistance per Individual will be set by OHA and will not exceed the HUD Fair Market Rent (FMR). Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.

**(c)** Move-in expense and barrier removal financial assistance will be based on the Individual's need and determined by the Program based on their program design as described in their application. Financial assistance for move-in and barrier removal costs may include cleaning and security deposits, pet deposits, outstanding utility bills, and other related costs as determined in the County's program design.

**(d)** Rental housing units subject to this special project shall have an inspection, and pass the inspection prior to move-in, which shall be conducted by County or its contractor, based upon the criteria outlined in the OHA approved Housing Condition Checklist located at http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx.

**(e)** County shall 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:

**i.** Financial assistance for MHS 12 Services data collection and documentation of Service delivery in compliance with state and federal requirements; and

**ii.** Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program staff, office space, and other appropriate office expenses.

**(g)** Utilization requirements for MHS 12 Services Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award."

**(h)** County Compliance: No more than 25% of units in a building or complex of buildings is encouraged for Individuals with SPMI referred by the state, its contractors, or its subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SPMI. The remaining housing is available to all tenants, in conformance with Fair Housing and other related laws.

**(i)** Compliance with criteria in the County's application, award letter, and this Agreement is equally binding.

**(j)** County may only contract with subcontractors, subject to prior review and approval by OHA.

**c. Special Reporting Requirements**

**(1)** County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 12 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**(2)** For financial use, each report shall provide the following information for the subject quarter totals:

**(a)** Amount expended for move-in and barrier removal services;

**(b)** Amount expended for housing rental;

**(c)** Amount expended for staff positions and administration; and

**(d)** The number of housing slots rent was paid for MHS 12 Individuals.

**d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 12 Services in two different ways, through Part A, or Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 12 lines in which column "Part ABC" contains an "A" for Part A, or "C" for Part C awards. OHA will provide funding for MHS 12 Services claims submitted through Part A or Part C awards for non-Medicaid-eligible Services. County is not entitled to awards for Part A or Part C awards (or both) in combination with Medicaid payments for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Financial Assistance provided to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 12 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health

insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide funding for any MHS 12 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 12 Services, or termination of County's obligation to include the Program Area in which MHS 12 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide awards for MHS 12 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the amount awarded for County staff and administration based on County's approved application budget under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 12 Services delivered under a particular line of the Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total financial assistance for MHS 12 Services as specified in that line of the Financial Assistance Award, and are subject to the limitations described herein.

**(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 funds for MHS 12 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the financial assistance shown for MHS 12 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties mutually agree otherwise) written notice to County, reduce the monthly allotments based on under-used financial assistance identified through required reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" section above;

**iv.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the financial assistance made for Exhibit MHS 12 Services provided under that line of the Financial Assistance Award; and

**v.** OHA is not obligated to provide financial assistance for any MHS 12 Services that are not properly reported in accordance with the "Special Reporting Requirements" section 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 12 Services, or termination of County's obligation to provide MHS 12 Services.

**(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 financial assistance provided for MHS 12 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the "Reporting" and "Special Reporting Requirements" sections above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award, and is subject to the terms and limitations in this MHS 12 Service Description.

**(3)** The Part C financial assistance will be disbursed as follows:
Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 12 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a quarterly written invoice with required attachments, as specified below, in the allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this MHS 12 Service Description.

For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:

**(a)** Number of housing slots filled per month;

**(b)** For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award.

**(c)** For quarter 3 through 8, County shall request the total MHS 12 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.

**22.** Service Name: **SCHOOL BASED MENTAL HEALTH SERVICES**

Service ID Code: **MHS 13**

**a. Service Description**

County shall provide MHS 13 School-Based Mental Health Services to identified K-12 schools, that are not affiliated with a School-Based Health Center providing mental health services. County shall confirm that an appropriately qualified school based mental health service provider is available at identified schools. Counties shall provide appropriate levels of clinical supervision as set forth in OAR 309-019-0130 for school based mental health service providers. School Based Mental Health Services providers includes a state licensed or state Qualified Mental Health Professional (QMHP), licensed under state law to provide mental health services to children and adolescents.

School based mental health services are essential components of comprehensive learning supports. Access to school-based mental health services is linked to students' improved physical and psychological safety and reduces costly negative outcomes such as risky behaviors, disciplinary incidents, delinquency, dropout, substance abuse, and involvement with the criminal justice system. The provision of school based mental health services at the school, during the school day, will reduce the likelihood that students will need to miss school, drop out of school or have other undesirable outcomes that result in a missed opportunity to remain in school, retain satisfactory academic progress, and have quality of life.

**b. Performance Requirements**

**(1)** The primary role of MHS 13 Services providers is to provide school-based direct clinical services, care coordination when indicated, and support, or provide training to school personnel as follows:

**(a)** Provide school-based clinical services for rapid and easily accessible mental health treatment, and facilitate services needed for outpatient mental health and substance use treatment. Crisis services shall be prioritized.

**(b)** Provide trauma informed and coordinated care to improve school safety, provide crisis intervention, and mental health services to Individuals referred or self-referred, due to behavioral and emotional challenges, symptoms of mental illness, truancy, or behavioral issues in the classroom.

**(c)** Provider shall meet with the Individual and/or family, as clinically indicated, to complete a behavioral health risk assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community.

**(d)** Collaboration with families whenever possible promotes treatment integrity and success at home and in school. When clinically indicated, collaboration with the family including family therapy, if warranted, shall occur.

**(e)** Assist with the development of programs such as Wellness, peer support programs, family support programs, Mental Health First Aid training, and implementation of social emotional learning in the classroom. Provide consultation to school personnel on topics related to behavioral health issues that support students, through information learning opportunities. Promote discussions on topics such as conflict resolution, anxiety, depression, managing suicidal feeling, self-regulation, healthy relationships, and other topics.

**(2)** Through collaboration with the school, assist and create activities to improve climate and safety for children. Assist schools with data on bullying and harassment needed for state report cards. Create mechanisms for individuals to report plans by other children, adolescents, or adults to commit violence, and report incidents of any violence, so timely intervention may occur, and promote school safety for all students.

**(3)** MHS 13 Services providers shall be trained in suicide prevention, intervention and postvention. Documentation of training in Lethal Means and Safety Planning for each provider shall be submitted to OHA. MH 13 Services providers are obligated to report any known suicides in the school to their supervisor. Supervisors shall notify county staff who will report to the OHA Suicide Prevention and Intervention coordinator in accordance with OAR 309-027-0060.

**(4)** If County lacks qualified Providers to deliver MHS 13 Services, County shall notify OHA in writing prior to, or as soon as services become unavailable, and implement a plan for the provision of Services in consultation with OHA.

**(5)** If County would like to provide Services to other schools in addition to the identified high-risk schools, County shall notify OHA in writing. Elementary schools shall be prioritized in this process.

**(6)** If schools identified as having Individuals with a high unmet mental health need decline Services, OHA reserves the right to reduce funding based on inability of the County to deliver MHS 13 Services to identified schools.

**(7)** MHS 13 provides funding for mental health clinicians to be located in the school for the purpose of mental health outreach, engagement, and consultation with school personnel. Medicaid billable Services must be billed to Medicaid. Funding may also be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible and who have no other resources to pay for the Services.

**c.** **Reporting Requirements**

All Individuals receiving MHS 13 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; or

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 13 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

Each report shall provide the following information:

**(1)** The names and National Provider Index numbers of each Provider designated to provide the MHS 13 Services, or of the supervisor if the therapist does not have an NPI number;

**(2)** A summary of the number of Individuals served, their Oregon Health Plan ID number, the full name of the school the student attends, the name of the therapist serving the Individual, and the number of times during that quarter the Individual and therapist met;

**(3)** A summary of accomplishments with specific examples, and barriers to the implementation of MHS 13 Services shall also be provided in the report. Counties shall include in their quarterly report how the existing program addresses adverse childhood experiences, the critical mental and behavioral

health challenges facing youth, and how this work promotes school and student safety;

**(4)** Measure outcomes of therapy using an outcome-based tool. Make this information available to the OHA contract administrator is requested.

**(5)** Service providers mush report evidence of use of a universal research informed suicide assessment tool.

**e. <u>Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures</u>**

OHA provides financial assistance for MHS 13 Services in two different ways, through Part A, and Part C awards. The award is identified in Exhibit C, "Financial Assistance Award," on MHS 13 Services lines in which column "Part ABC" will contain an "A" for Part A, or "C" for Part C awards. OHA will provide funding for MHS 13 Services claims submitted through either Part A or Part C awards for non-Medicaid-eligible Services. County is not entitled to financial assistance for Part A or Part C awards (or both) in combination with Medicaid payments for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 13 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided:

**(b)** OHA is not obligated to provide funding for any MHS 13 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 13 Services, or termination of County's obligation to include the Program Area in which MHS 13 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide funding for MHS 13 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing and "A" in column "Part ABC," from funds identified in that line of the Financial Assistance Award during the period specified in that line. The total of OHA awards for all MHS 13 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total award for MHS 13 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(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 13 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for this special project on that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used awards identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions.

**iv.** OHA is not obligated to provide financial assistance for any MHS 13 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 13 Services; or termination of County's obligation to include the Program Area in which MHS 13 Services fall in its Services; and

**v.** OHA will reduce the financial assistance provided for MHS 13 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 13 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health

insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(c)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 13 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 13 Service Description falls.

**(3)** The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 13 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this MHS 13 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual.

**23.** Service Name: **YOUNG ADULT HUB PROGRAMS (YAHP)**

Service ID Code: **MHS 15**

**a. Service Description**

MHS 15 Services are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

**(1)** The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;

**(2)** Programs must serve all Individuals referred to the service, including those with public, private or no insurance; and

**(3)** Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.

**b. Performance Requirements**

**(1) Eligible Population**:

These Services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement supports. This may include, but are not limited to Individuals 14 through 24 years of age who have been:

**(a)** Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;

**(b)** Chronically involved in state systems of Mental Health care and who are in need of intensive community supports;

**(c)** Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired or has led to interface with the criminal justice system; or

**(d)** Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.

**(2) Provide Clinical, Social, and Residential Services**:

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice a week. Provider shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation

of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency departments, crisis centers, provider sites, homes, and community settings. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include, but are not limited to:

**(a)** Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;

**(b)** Recovery oriented, young adult centered planning;

**(c)** Creation of social support systems;

**(d)** Rapid access to psychiatric and counseling services;

**(e)** Coaching on rights regarding access to employment, school, housing, and additional resources;

**(f)** Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;

**(g)** Peer support provided by young adult peers, participatory decision-making;

**(h)** Meaningful Individual's engagement in program, community, and leadership activities; and

**(i)** Skill development.

**(3) Who Can Provide These Services?**

Recommended staff, staff expertise, and training:

**(a)** Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.

**(b)** Recommended supplemental trainings includes supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of the skills and practice associated with these approaches.

**(c)** Familiarity and use of system of care principles, trauma informed care, and the TIP Model located at http://www.tipstars.org/, or any other young adults in transition evidence-based or promising practices.

**c. Reporting Requirements**

All Individuals receiving MHS 15 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers;

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx. County shall:

**(1)** Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;

**(2)** Administer the Adult Hope Scale located at https://ppc.sas.upenn.edu/sites/ppc.sas.upenn.edu/files/hopescale.pdf as an

outcome measurement tool, or provide an alternative measure of a consistent nature to be approved by OHA.

**e. <u>Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures</u>**

OHA provides financial assistance for MHS 15 Services in two different ways, through Part A, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 15 lines in which column "Part ABC" will contain an "A" for Part A, or "C" for Part C award. OHA will provide financial assistance for MHS 15 Services claims submitted through Part A or Part C funds for non-Medicaid-eligible Services. County is not entitled to awards for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Awards made to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures" section, financial assistance requested for MHS 15 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide funding for any MHS 15 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 15 Services, or termination of County's obligation to include the Program Area in which MHS 15 Services fall within its Services.

**(2)** The Part A award will be calculated, disbursed, and confirmed as follows:

**(a)** <u>Calculation of Award</u>: OHA will provide funding for MHS 15 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from

funds identified in that line in an amount equal to the Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA awards for all MHS 15 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total award for MHS 15 Services as specified in that line of the Financial Assistance Award, and are subject to the limitations described herein.

**(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 15 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for MHS 15 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties mutually agree otherwise) written notice to County, reduce the monthly allotments based on under-used funds identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions.

**iv.** OHA is not obligated to provide financial assistance for any MHS 15 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 15 Services, or termination of County's obligation to include the Program Area in which MHS 15 Services fall in its Services; and

**v.** OHA will reduce the financial assistance provided for MHS 15 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 15 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance

provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(c)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 15 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 15 Service Description falls.

**(3)** The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 15 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this MHS 15 Service Description.

**(e)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

**(f)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual.

**24.** Service Name: **PEER DELIVERED SERVICES (PDS)**

Service ID Code: **MHS 16**

**a. Service Description**

Peer Delivered Services (MHS 16will assist the establishment or expansion of Peer Delivered Services (PDS) in a specified geographic area for the period of this Agreement. PDS means an array of County or community-based services and supports provided by peers, Peer Wellness Specialists (PWS), and Peer Support Specialists (PSS), including Family Support Specialists and Youth Support Specialists, to Individuals or family members with similar lived experience and that are designed to support the needs of Individuals and families as applicable.

Peer Support Specialists are experientially credentialed individuals who have successfully engaged in their own or their child's recovery and demonstrate the core competencies for Peer Support Specialists as defined by OHA's administrative rules, Traditional Health Worker Commission, and the Office of Equity and Inclusion, ORS 414.635 through 414.665, OAR 410-180, and OAR 309-019-0130 PSS and PWS shall deliver PDS, under the supervision of a qualified Clinical Supervisor, and are listed on the Traditional Worker Registry to provide services for that identified consumer population, as found at https://traditionalhealthworkerregistry.oregon.gov.

**b. Performance Requirements**

County shall use the funds awarded through this Agreement for MHS 16 to implement PDS in a manner that:

**(1)** Benefits Individuals with mental health conditions;

**(2)** Increases the number of Individuals certified to provide PDS;

**(3)** Requires that PDS work assignments are relevant to individuals Traditional Health Worker's certification;

**(4)** Program staff providing direct services shall receive clinical supervision by a qualified clinical supervisor related to the development, implementation, and outcome of services;

**(5)** Supervision shall be provided to assist program staff to increase their skills within their scope of practice, improve quality of services to Individuals, and supervise program staff and volunteers' compliance with program policies and procedures; and

**(6)** For persons providing direct PDS, one of the two hours of required supervision shall be provided by a qualified Peer Delivered Services Supervisor as resources are made available.

**c. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which

financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx. and include the following information:

**(1)** Amount of funds spent as of the end of the reporting period;

**(2)** Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;

**(3)** Number of Individuals with mental health conditions who were trained as PSS or PWS during the reporting period;

**(4)** Number of Individuals with mental health conditions who received PDS during the reporting period; and

**(5)** Outcome measures to include:

(a) Shortened psychiatric and addiction related hospital stays or reduced admissions to the emergency department due to psychiatric crisis;

(b) Improved ability to work towards recovery or establish a recovery plan;

(c) Reduced crisis events;

(d) Improved quality of life as identified by the Individuals receiving Services;

(e) Increased ability to advocate for themselves or, in the case of youth, increased ability for youth and their families to advocate for themselves and their family;

(f) Increase in a social support system;

(g) Work and education status maintenance or improvement for adults;

(h) School attendance and academic improvement for youth; and

(i) Number of out-of-home placements in the past 90 calendar days.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides financial assistance for MHS 16 Services in two different ways, through Part A, and Part B awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 16 lines in which column "Part ABC" will contain an "A" for Part A, or "C" for Part C award. County is not entitled to awards for Part A or Part C funding (or both) in combination with Medicaid-eligible funding for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 16 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide funding for any MHS 16 Services that are not properly reported in accordance with the "Special Reporting Requirements" section above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 16 Services, or termination of County's obligation to include the Program Area in which MHS 25 Services fall within its Services.

**(2)** The Part A award will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 16 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth under that line of the Financial Assistance Award during the period specified in that line. The total OHA funds for all MHS 16 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total funds awarded for MHS 16 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(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 16 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect

changes in the funds awarded for MHS 16 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments shown for MHS 16 Services provided under that line of the Financial Assistance Award;

**iv.** OHA is not obligated to provide financial assistance for any MHS 16 Services that are not properly reported in accordance with the "Special Reporting Requirements" section 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 16 Services, or termination of County's obligation to include the Program Area in which MHS 16 Services fall in its Services; And

**v.** OHA will reduce the financial assistance provided for MHS 16 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 16 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:

**A.** OHA Contract name and number;

**B.** Client name and date of birth;

**C.** Service for which payment was received;

**D.** Date of service covered by payment; and

**E.** Amount of payment.

**(c)** Confirmation of Performance and Reporting Requirements:

County shall be required to demonstrate through the data properly reported in accordance with the "Special Reporting Requirements" section above, how funds awarded for MHS 16 Services were utilized consistent with the terms and limitations herein to meet the performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 16 Service Description falls.

**(3)** The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 16 Services provided under a particular line of the Financial Assistance Award containing "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and any financial assistance provided by OHA are subject to the limitations described in this MHS 16 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate of Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual.

**25. Service Name:** **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS**

Service ID Code: **MHS 20**

**a. Service Description**

**(1)** Definitions:

**DSM 5** means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.

**(2)** MHS 20 Services are:

**(a)** Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

**(b)** Community based services that shall include one or more of the following:

**i.** Use of 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;

**ii.** Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;

**iii.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;

**iv.** General outpatient services including, but not limited to, care coordination and case management;

**v.** Medication and medication monitoring;

**vi.** Meaningful Individual and family involvement;

**vii.** Rehabilitation services including Individual, family and group counseling;

**viii.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and

**ix.** Other services and supports as needed for Individuals at the sole discretion of OHA.

**(c)** Services County shall provide, but is not limited to:

**i.** 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;

**ii.** 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 most recently submitted and approved Local Plan; and

**iii.** Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:

**A.** Brief motivational counseling; and

**B.** Supportive services to facilitate participation in ongoing treatment.

**b. Performance Requirements**

County shall:

**(1)** Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;

**(2)** (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and

**(3)** (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

**c. Reporting Requirements**

All Individuals receiving MHS 20 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health

Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides financial assistance for MHS 20 Services in three different ways, through Part A, Part B, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 20 lines in column "Part ABC" that contains an "A" for Part A, "B" for Part B, or "C" for Part C award. OHA will provide financial assistance for MHS 20 Services claims submitted through either MMIS, for Medicaid-eligible Services (Part B awards), or through Part A or Part C awards, for non-Medicaid-eligible Services. Prover is not entitled to financial assistance for Part A or Part C awards (or both) in combination with Part B awards for the same Service, during the same period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Financial assistance awarded to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this Financial Assistance" section, financial assistance requested for MHS 20 Services in excess of the contractual Not-to-Exceed amount. Total aggregated funding means the total of all funding authorized I Exhibit C, "Financial Assistance Award," before reducing to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion on the month. Financial Assistance will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided;

**(b)** County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;" and

**(c)** OHA is not obligated to provide financial assistance for any MHS 20 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 20 Services, or termination of County's obligation to include the Program Area is which MHS 20 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: The funds awarded under Part A award for MHS 20 Services are intended to be general financial assistance to the County for MHS 20 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 20 Services or service capacity on a per unit basis so long as the County offers and delivers MHS 20 Services as part of its CMHP. The total OHA financial assistance for all MHS 20 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 20 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 20 Services provided under a particular line of the Financial Assistance Award with an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 20 Services provided under that line of the Financial Assistance Award;

**iii.** OHA is not obligated to provide financial assistance for any MHS 20 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 20 Services, or termination of County's obligation to include the Program Area in which MHS 20 Services fall in its CMHP; and

**iv.** OHA will reduce the financial assistance awarded for MHS 20 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" by the amount received by a Provider of MHS 20 Services, as payment of a portion of the cost of the Services from an Individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

**v.** OHA will reduce the financial assistance provided for MHS 20 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 20 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**ii.** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" section above, how funds awarded for MHS 20 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 20 Service Description falls.

**(3)** The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name."

Any allotments made by OHA are subject to the limitations described in this MHS 20 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide financial assistance at the Medicaid Fee Schedule rate. At no time will OHA provide financial assistance above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt for the item or Service, to a combined monthly invoice itemized by Individual. Part C payments for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' funding.

**26.** Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR CHILD AND YOUTH**

Service ID Code: **MHS 22**

**a. Service Description**

**(1)** Definitions:

**DSM 5** means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), and incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.

**Intensive Outpatient Services** means a specialized set of comprehensive in-home and community-based supports and mental health treatment services for children that are delivered in the most integrated setting in the community.

**Intensive Treatment Services (ITS)** means the range of services in the system of care comprised of Psychiatric Residential Treatment Facilities (PRTF) and Psychiatric Day Treatment Services (PDTS), or other services as determined by OHA, that provide active psychiatric treatment for children with severe emotional disorders and their families as defined in OAR 309-022-0105.

**Child and Youth Needs and Strengths tool** means a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. http://praedfoundation.org/tools/the-child-and-adolescent-needs-and-strengths-cans/

**(2)** Child and Youth Mental Health Services are:

**(a)** Mental health services delivered to Individuals through age 17 (or through age 20 if Medicaid-eligible) who have primary mental, emotional, or behavioral health conditions diagnosed according to the DSM 5 criteria;

**(b)** Screening and assessment to identify appropriate mental health services for these Individuals;

**(c)** Referral and care coordination services with respect to mental health services delivered to these Individuals;

**(d)** Prioritized for Individuals who are at immediate risk of psychiatric hospitalization or removal from the home due to a mental, emotional, or behavioral health disorder or pose a danger to the health and safety of themselves or others; and

**(e)** Services that may be delivered, as appropriate, in a clinic, home, school, or other settings familiar and comfortable for the Individual receiving such services.

**b.** **Performance Requirements**

Child and Youth Services:

**(1)** County shall comply with applicable law including, but not limited to, OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-039-0520 through 309-039-0540, as such rules may be revised from time to time.

**(2)** County is responsible for the identification of children and adolescents who would benefit from an array of intensive services determined by the child and family team by utilizing the Child and Youth Needs and Strengths tool to assess Child and Youth needs and strengths in consideration of the following risk factors:

**(a)** Exceeding usual and customary services in a standard outpatient setting;

**(b)** Multiple agency involvement;

**(c)** Significant risk of out-of-home placement;

**(d)** History of one or more out-of-home placements;

**(e)** Frequent or imminent admission to acute inpatient psychiatric hospitalization or other intensive treatment services;

**(f)** Significant caregiver stress;

**(g)** School or child care disruption due to mental health symptomology;

**(h)** Elevating or significant risk of harm to self or others; and

**i.** History of abuse or neglect;

**ii.** Conditions interfering with parenting such as poverty, substance abuse, mental health needs, and domestic violence;

**iii.** Significant relationship disturbance between parent(s); and

**iv.** Child showing significant risk factors for more serious emotional/behavioral challenges (e.g. problems with social relatedness, significant difficulty with affective/behavioral self-regulation, multiple developmental delays).

**(3)** Providers shall be certified to provide Intensive Outpatient Services or must refer child or youth who meet criteria for Intensive Outpatient Services to a provider certified as an Intensive Outpatient Services provider under OAR 309-019-0100 through 309-019-0255.

**(4)** County shall provide or have provided care coordination and, based on family's identified needs, supportive services such as skills training, crisis planning, respite care, and in-home support to families of children who meet criteria for Intensive Outpatient Services.

**(5)** County shall use community-based and family and child or youth driven decision-making processes in developing the Service Plan as defined in OAR 309-019-0140.

**(6)** Planning shall include referral to appropriate types of care. When County refers a child or youth to Psychiatric Day Treatment Services (PDTS) as defined in OAR 309-022-0105(70) or Psychiatric Residential Treatment Services (PRTS) as defined in OAR 309-022-0105(71), the County shall submit a written approval for admission to the appropriate PDTS or PRTS provider, as well as the following:

**(a)** Name and contact information of the care coordinator;

**(b)** List of child and family team members;

**(c)** The current mental health assessment within the last 60 calendar days;

**(d)** Service Plan; and

**(e)** Other clinical documentation or collateral information.

**(f)** When County refers a child or youth to OHA for long-term psychiatric care at secure inpatient programs, Secure Children's Inpatient Program (SCIP) or Secure Adolescent Inpatient Program (SAIP) designated by OHA, the following materials shall be forwarded to the OHA designee:

i. All referrals shall include written Psychiatric recommendation for SCIP or SAIP admission;

ii. Documentation of the identified mental health provider;

iii. Clinical documentation;

iv. Care coordinator, child or youth, and family team members; and

v. The Service Plan.

When an Individual has insurance coverage through a third party resource (TPR), the case manager or a designee from the insurance provider shall be notified and encouraged to attend treatment meetings.

**(g)** Services shall include care coordination for children and youth referred to PDTS, PRTS, subacute, acute hospitalization, and long-term psychiatric care. Care coordination includes creating linkages to these programs for the purpose of service coordination planning, attending treatment review meetings, and ongoing participation in treatment during the episode of care at the specific PDTS, PRTS, subacute, acute hospital, or long-term psychiatric care program and after care planning.

**(h)** County shall provide care coordination and other medically appropriate services and make referrals to the appropriate treatment services for children and youth who do not meet criteria for Intensive Outpatient Services or Intensive Treatment Services.

**c. Reporting Requirements**

All Individuals receiving MHS 22 Non-Residential Mental Health Services for Child and Youth (MHS 22) with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

The Child and Youth Needs and Strengths (CANS) reporting and analytics system will be used as a tool to identify youth and caregiver needs and strengths, inform service planning, assess success of interventions, and monitor outcomes. County shall report using the CANS system for data and outcomes in a manner prescribed by OHA.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides financial assistance for MHS 22 Services in three different ways, through Part A, Part B, and Part C awards. The award type is set in Exhibit C, "Financial Assistance Award," on MHS 22 lines in column "Part ABC" that contains an "A" for Part A, "B" for Part B, or "C" for Part C award. OHA will

provide financial assistance for MHS 22 Services claims submitted through either MMIS, for Medicaid-eligible Services (Part B awards), or through Part A or Part C awards for non-Medicaid-eligible Services. County is not entitled to financial assistance for Part A or Part C awards (or both) in combination with Part B payments for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 22 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided:

**(b)** County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;" and

**(2)** OHA is not obligated to provide funding for any MHS 22 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 22 Services, or termination of County's obligation to include the Program Area in which MHS 22 Services fall within its Services. The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: The funds awarded under Part A award for MHS 22 Services are intended to be general financial assistance to the County for MHS 22 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 22 Services or service capacity on a per unit basis so long as the County offers and delivers MHS 22 Services as part of its

CMHP. The total of OHA financial assistance for all MHS 22 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 22 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(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 22 Services provided under a particular line of the Financial Assistance Award with an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 22 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly financial assistance based on reports in accordance with the "Reporting Requirements" and "Specialized Reporting Requirements" sections above or applicable special conditions.

**iv.** OHA is not obligated to provide financial assistance for any MHS 22 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 22 Services, or termination of County's obligation to include the Program Area in which MHS 22 Services fall in its CMHP; and

**v.** OHA will reduce the financial assistance awarded for MHS 22 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" by the amount received by a Provider of MHS 22 Services, as payment for the cost of the Services delivered to an Individual from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR

payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(c)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 22 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 22 Service Description falls and subject to the terms and limitations in this MHS 22 Service Description.

**(3)** Part B Limitation. Part B awards are not disbursed or settled under this Agreement but are included for budgetary purposes.

Part B awards are calculated and applied as follows:

**(a)** The provider of MHS 22 Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services for Medicaid-eligible Individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100

**(b)** OHA calculates the rates and then processes claims through OHA's Medicaid Management Information System (MMIS). Part B Limitation is calculated and payment is made through MMIS directly to the Service Provider on a fee-for-service (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx

**(c)** OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860

**(d)** OHA is not obligated to provide funding for any MHS 22 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 22 Services, or termination of County's obligation to include the Program Area in which MHS 22 Services fall within its Services.

**(4)** The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 22 Services provided under a particular line of the Financial Assistance Award with a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Any financial assistance provided by OHA are subject to the limitation described in this MHS 22 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide financial assistance above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C funding for JPSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

**27.** Service Name: **ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES**

Service ID Code: **MHS 24**

**a. Service Description**

**(1)** Acute Psychiatric Inpatient Services are inpatient psychiatric Services delivered to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program; and are suffering from an acute mental illness or other mental or emotional disturbance posing a danger to the health and safety of the Individual or others. The Services are primarily delivered on an inpatient basis and are intended to stabilize, control, or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the Individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary Services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric Services are delivered and to divert Individuals from acute care services.

**(2)** Intermediate Psychiatric Inpatient Services in this Service Description provide Long-Term Psychiatric Care (LTPC) Services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are Mental Health Services within the scope of ORS 430.630 and OAR 309-091-0000 through 309-091-0050 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

**(a)** CCOA – Mental Health, Physical Managed Care, and Dental services.

**(b)** CCOB – Mental Health and Physical Managed Care services.

**(c)** CCOE – Mental Health services.

**(d)** CCOG – Mental Health and Dental services.

**b. Performance Requirements**

**(1)** Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 (3) and (4), and ORS 426.241 (5).

**(a)** Services may only be delivered to the following Individuals:

**i.** An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;

**ii.** An Individual committed to OHA under ORS 426.130; or

**iii.** An Individual voluntarily seeking Acute and Intermediate Psychiatric Inpatient Services (MHS 24 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;

**II.** The Individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of intensive inpatient psychiatric treatment would reverse the decompensation process; or

**III.** Individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.

**(b)** Hospital and Secure Residential Treatment Providers of MHS 24 Services shall comply with OAR 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225, respectively, as such rules may be revised from time to time.

**(c)** Facilities used by County or its Providers for Services under MHS 24 Service Description shall maintain certification by the Joint Commission on Accreditation of Health Care Organization (JCAHO) or other nationally recognized accrediting body acceptable to OHA, licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, and comply with the following applicable rules:

**i.** OAR 309-008-0100 through 309-008-1600 "Behavioral Health Treatment Services"

**ii.** OAR 309-033-0200 through 309-033-0970 "Involuntary Commitment Proceedings"

**iii.** OAR 309-032-0301 through 309-032-0890 "Community Treatment and Support Services" Secured Transportation Services under MHS 24 Service Description shall be approved under OAR 309-033-0400 through 309-033-0440, as such rules may be revised from time to time.

**(d)** Hospital and Secure Residential Treatment Providers of Services under this Agreement shall submit required information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual's admission to and discharge from the Provider's facility for Services, as outlined in the OP/RCS Manual, located at http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx.

**(2)** Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:

**(a)** Services shall be delivered to the following Individuals:

**i.** Individuals who have been determined appropriate for LTPC Services by a representative of OHA but who remain in an intermediate psychiatric care setting pending transfer to intensive psychiatric rehabilitation or other tertiary treatment in an OSH or Extended Care Program;

**ii.** Individuals who have been determined to be eligible for Services under the Oregon Health Plan (OHP) and are enrolled with a CCO under contract with OHA; and

**iii.** Individuals who have been determined to be eligible for Services and are entered into the OP/RCS or its successor.

**iv.** Individuals who have been determined eligible for Services under the OHP but are not enrolled with a CCO on the day of admit for Intermediate Psychiatric Inpatient Services are to be billed through the OHA Medicaid Management Information System on a Fee for Service basis.

**(b)** Services include, but are not limited to:

**i.** Intermediate Psychiatric Inpatient Services that provide intensive psychiatric symptom stabilization; and

**ii.** Rehabilitative interventions include, but are not limited to therapy, medications, skills training, and mental health assessments or consultations.

**(c)** Notwithstanding the requirements above, OHA will provide financial assistance to County for the cost of Services, from the date of the LTPC determination until the date of discharge to LTPC, for Individuals enrolled with a CCO on the date of the LTPC determination and for Individuals who are dis-enrolled from the CCO prior to transfer to LTPC.

**(d)** Requests for LTPC for Individuals who are hospitalized and who require additional psychiatric inpatient care beyond the acute psychiatric care Service for which the CCO is responsible, must be reviewed by OHA.

**(e)** Appropriate candidates for LTPC are Individuals who meet the specific criteria as determined by OHA for either intensive psychiatric rehabilitation or other tertiary treatment in a State Hospital or extended and specialized medication adjustment in a secure or otherwise highly supervised environment.

**(f)** When an Individual is ultimately determined to be an appropriate candidate for LTPC, the effective date of determination shall be:

**i.** The date OHA receives from the CCO a complete LTPC referral packet. A complete referral packet must include:

**I.** A “Request of Long Term Psychiatric Care Determination” form, signed by the authorized CCO representative;

**II.** Documentation that the Individual is civilly committed and has a permanent Guardian or Attorney-in-fact (ORS 127.505 through 127.660); and

**III.** Clinical documentation including, but not limited to, Physician's History and Physical, Psychosocial History, labs and other testing, consultation documentation from medical and psychiatric providers, progress notes from psychiatrist(s) (and other physician(s)), nurse(s), social worker(s), and other therapist(s) involved in current episode of care; or

**ii.** A mutually agreed upon date by OHA and the CCO, if the OHA date of receipt (identified above as date of determination) cannot be firmly established.

**(g)** Ineligibility:

**i.** Individuals who are not OHP enrollees of a CCO upon hospitalization in LTPC Services are ineligible for financial assistance.

**ii.** Individuals who are dually or singly eligible Medicare or private/employee-based health care covered Individuals are ineligible for financial assistance.

**(h)** OHA reserves the right to re-determine if an Individual meets the eligibility qualifications for LTPC. If a re-determination results in the Individual no longer meeting the LTPC criteria, as determined by OHA, the days remaining for the Individual may no longer be eligible for financial assistance. Notification of determination and re-determination will be provided to County in written form, including rationale for the decision(s).

**(i)** OHA will provide financial assistance for Services for OHP-CCO enrolled members (Individuals) determined appropriate for such care beginning on the effective date of such determination as established above, until the time that the Individual is discharged from such setting.

**(j)** OHA will not be responsible for providing financial assistance for Services when OHA determines that an OHP-CCO enrolled member (Individual) is not appropriate for LTPC and denies the CCO's request for LTPC.

**(k)** OHA retains all rights regarding final determination of an Individual's eligibility for Services.

**c. Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**(1)** Acute Psychiatric Inpatient Services:

County shall submit electronically, to amhcontract.administrator@state.or.us, an annual accounting report of financial assistance by August 31st for the prior state fiscal year.

**(2)** Intermediate Psychiatric Inpatient Services:

Hospital and Secure Residential Treatment Providers of Services under this Agreement must submit required information to OHA electronically, through the Oregon Patient and Resident Care System (OP/RCS), within 12 hours of an Individual's admission to and discharge from the Provider's facility for Services, as outlined in the OP/RCS Manual, located at http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx.

**d. Financial Assistance Calculation, Disbursement Procedures, and Confirmation of Performance and Reporting Requirements:**

OHA provides financial assistance for MHS 24 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 24 Services lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C awards. OHA will provide funding for MHS 24 Services claims submitted through Part A, and Part B awards, for non-Medicaid-eligible Services. County is not entitled to funding for Part A or Part C awards (or both) in combination with Medicaid payments for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Financial assistance provided to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 24 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide funding for any MHS 24 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections

above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 24 Services, or termination of County's obligation to include the Program Area in which MHS 24 Services fall within its Services.

**(2)** Acute Psychiatric Inpatient Services

The Part A awards will be calculated and disbursed and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide Financial Assistance for MHS 24 Services under a particular line of Exhibit C, "Financial Assistance Award," containing and "A" in column "Part ABC" from funds identified in that line in an amount equal to the amount set forth in that line of the Financial Assistance Award provided, however, that OHA's obligation to provide financial assistance for MHS 24 Services under a particular line of the Financial Assistance Award is conditioned on County's delivery of MHS 24 Services during the period specified on that line for the number of units of MHS 24 Service capacity specified on that line (whether or not such capacity is utilized).

**(b)** Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will provide financial assistance for MHS 24 Services provided under a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the financial assistance for MHS 24 Services on that line of the Financial Assistance Award.

**(3)** Intermediate Psychiatric Inpatient Services

The Part C awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance:

OHA will provide financial assistance to County at $834.61 per day, per authorized Individual. OHA is not obligated to pay County for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices. All allotments made by OHA are subject to the limitation described herein.

**(b)** Disbursement of Financial Assistance:

**A.** Invoices shall be submitted electronically, to amhcontract.administrator@state.or.us, with the subject line "Invoice, contract #(your contract number), contractor's

name" on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual's last date of Services.

**B.** OHA is not obligated to provide financial assistance for any invoice received 60 calendar days after the date of the expiration or termination of the Agreement, whichever is earlier.

**C.** All payments made to County under this Agreement are subject to recovery by OHA as follows:

**I.** If an audit of the Services rendered by County under this Agreement, whether directly or through subcontract(s), results in a refund to or disallowance by the federal government of payment made to County under this Agreement, OHA may recover from County the amount of the refund or disallowance and any applicable OHA matching funds.

**II.** If County expends funds awarded to County under this Agreement for unauthorized expenditures, OHA may recover from County the full amount of unauthorized expenditures.

**III.** OHA will reduce the financial assistance provided for MHS 24 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 24 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**D.** In the event funds awarded to County under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to County:

**I.** Offset the amount subject to recovery against other funds due County from OHA under this Agreement or otherwise; or

**II.** Demand that County pay to OHA the amount subject to recovery, in which case County shall immediately pay said amount to OHA. Nothing in this section will

affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.

**E.** Upon 30 calendar days advance written notice to County, OHA may withhold financial assistance otherwise due County under this Agreement if County fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to County, OHA may withhold financial assistance if County or its Provider(s) no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Services. Withholding of financial assistance may continue until County submits the required reports or performs the required Services. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.

**F.** OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County or its Provider(s) performs Services subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

**(c)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Special Reporting Requirements" section above, how funds awarded for MHS 24 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 24 Service Description falls.

**28.** Service Name: **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

**a. Service Description**

**(1)** Purpose:

Community Crisis Services for Adults and Children (MHS 25 Services) are immediately available mental health crisis assessment, triage, and intervention Services delivered to Individuals experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

**(2)** Definitions:

**(a)** **Care Coordination** means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved Providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services.

**(b)** **Community-based** means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting.

**(c)** **Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to a significantly higher level of care.

**(d)** **Crisis Line Services** means phone-based Services that establish immediate communication links and provide supportive interventions and information for Individuals in an urgent or emergent situation.

**(e)** **Mobile Crisis Response Time** means the time from the point when a professional decision is made that a face-to-face intervention is required, to the time the actual face-to-face intervention takes place in the community.

**(f)** **Mobile Crisis Services** means Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis in the most integrated setting possible, and to avoid unnecessary hospitalization, inpatient

psychiatric treatment, involuntary commitment, and arrest or incarceration.

**(g)** **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional Services and supports.

**(h)** **Service Plan** means a comprehensive plan for Services and supports provided to or coordinated for an Individual and his or her family, per OAR 309-019-0105104) as applicable, that is reflective of the assessment and the intended outcomes of Service.

**(3)** MHS 25 Services shall include, but are not limited to, the following:

**(a)** Provide Crisis Services to 24 hours a day, 7 days a week face-to-face or telephone Screening to determine the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;

**(b)** A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate, as defined in OAR 309-019-0105(94) QMHP and (95) QMHA, regarding the need for further treatment;

**(c)** Provide brief Crisis intervention;

**(d)** In the case of a child, appropriate child and family psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;

**(e)** In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;

**(f)** Connect the Individual with ongoing Services and supports;

**(g)** Arrangement for the provision of involuntary psychiatric Services at a hospital or non-hospital facility approved by OHA, when an Individual's behavior requires it;

**(h)** Crisis Line Services shall be provided in accordance with OAR 309-019-0300 through 309-019-0320; and

**(i)** Mobile Crisis Services:

The effectiveness of Mobile Crisis Services in de-escalating a Crisis and diverting hospitalization or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These Services provide access to a multi-disciplinary support team and ready resources, such as access to

urgent appointments, brief respite services, and the ability to provide brief follow-up care when indicated.

County shall provide Mobile Crisis Services according to OAR 309-019-0151 including, but not limited to:

**i.** 24 hours a day, 7 days a week capability to conduct a face-to-face mental health status examination of an Individual by a Qualified Mental Health Professional (QMHP) (in accordance with OAR 309-019-0125(10) or Qualified Mental Health Associate (QMHA) (in accordance with OAR 309-019-0125(9)) under the supervision of a QMHP. Examination is used to determine the Individual's condition and the interventions necessary to stabilize the Individual and the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;

**ii.** A face-to-face therapeutic response delivered in a public setting at locations in the community where the Crisis arises including, but not limited to, an Individual's home, schools, residential programs, nursing homes, group home settings, and hospitals to enhance community integration;

**iii.** Services that are generally delivered in a natural environment by or under the supervision of a QMHP, such as QMHAs and peers, and resulting in a Service Plan. Disposition of Services shall maintain as the primary goal with diversion from hospitalization and incarceration through clinically appropriate Community-based supports and Services;

**iv.** County shall respond to Crisis events in its respective geographic service area with the following maximum response times:

**A.** Counties classified as "urban" shall respond within 1 hour.

**B.** Counties classified as "rural" shall respond within 2 hours.

**C.** Counties classified as "frontier" shall respond within 3 hours.

**D.** Counties classified as "rural" and "frontier" shall contact an Individual experiencing a Crisis event via telephone by a staff member who is trained in crisis management (such as a person from a crisis line or a peer) within 1 hour from the initial Crisis call.

**v.** Eliminating the need for transportation (frequently provided by law enforcement officers or emergency services) to a hospital's emergency department or a community crisis site;

**vi.** Are not intended to be restricted to services delivered in hospitals or at residential programs;

**vii.** Mental Health Crisis assessment;

**viii.** Brief Crisis intervention;

**ix.** Assistance with placement in crisis respite or residential services;

**x.** Initiation of commitment process, if applicable;

**xi.** Assistance with hospital placement;

**xii.** Connecting Individuals with ongoing supports and Services; and

**xiii.** Coordination with Crisis Line Services providers to support seamless transitions of care.

**(j)** Provide disaster response, Crisis counseling Services to include:

**i.** Responding to local disaster events by:

**A.** Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other "first-responders"; disaster relief shelters; and the community-at-large.

**B.** Coordinating Crisis counseling Services with County Emergency Operations Manager (CEOM); and providing Crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.

**ii.** Assisting CMHP's in the provision of these Services as part of a mutual aid agreement; and

**iii.** For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these Services.

**b. Performance Requirements**

**(1)** County shall comply with OAR 309-019-0100 through 309-019-0320, as such rules may be revised from time to time.

**(2)** County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

**c. Reporting Requirements**

All Individuals receiving MHS 25 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary reports on the delivery of Mobile Crisis Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

Each quarterly report shall include, but is not limited to the following :

**(1)** Individual's name;

**(2)** Gender;

**(3)** Date of birth;

**(4)** Medicaid identification number (if applicable)

**(5)** Race;

**(6)** Ethnicity;

**(7)** Location of Mobile Crisis Service

**(8)** Disposition of the Mobile Crisis contact;

**(9)** Mobile Crisis Response Time; and

**(a)** Response time begins from the point when a professional decision is made that a face-to-face intervention is required.

**(b)** Response time ends when the actual face-to-face intervention takes place in the community between the Individual and the mental health practitioner.

**(10)** Reason for exceeding maximum response time (if applicable).

**e.** **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides financial assistance for MHS 25 Services in two different ways, through Part A, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," in MHS 25 Services lines in which column "Part ABC" will contain an "A" for Part A, or "C" for Part C award. OHA will provide funding for MHS 25 Services claims submitted through Part A or Part C awards for non-Medicaid-eligible Services. County is not entitled to financial assistance for Part A or Part C awards (or both) in combination with Medicaid payments for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 25 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

OHA is not obligated to provide funding for any MHS 25 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 25 Services, or termination of County's obligation to include the Program Area in which MHS 25 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 25 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth under that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all MHS 25 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total award for MHS 25 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(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 25 Services provided under a particular line of the Financial Assistance Award containing and "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 25 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments shown for MHS 25 Services provided under that line of the Financial Assistance Award;

**iv.** OHA is not obligated to provide financial assistance for any MHS 25 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required inan applicable Specialized Service Requirement 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 25 Services; or termination of County's obligation to include the Program Area in which MHS 25 Services fall in its Services; and.

**v.** OHA will reduce the financial assistance provided for MHS 25 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 25 Services, as payment for the cost of the Services delivered

to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**iii.** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 25 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 25 Service Description falls.

**(3)** The Part C financial assistance does not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 25 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and any financial assistance provided by OHA are subject to the limitations described in this MHS 25 Service Description.

**(c)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

**(d)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

**29.** Service Description: **NON- RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

**a. Service Description**

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT) , as specified in Exhibit C, "Financial Assistance Award," and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

**(1)** Care coordination and residential case management services;

**(2)** Vocational and social services;

**(3)** Rehabilitation;

**(4)** Support to obtain and maintain housing (non-JPSRB only);

**(5)** Abuse investigation and reporting;

**(6)** Medication (non-JPSRB only) and medication monitoring;

**(7)** Skills training;

**(8)** Mentoring;

**(9)** Peer support services;

**(10)** Emotional support;

**(11)** Occupational therapy;

**(12)** Recreation;

**(13)** Supported employment;

**(14)** Supported education;

**(15)** Secure transportation (non-JPSRB only);

**(16)** Individual, family and group counseling and therapy;

**(17)** Rent Subsidy (non-JPSRB only); and

**(18)** Other services as needed for Individuals, at the sole discretion of OHA.

**b. Performance Requirements**

**(1)** Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or are considered Young Adults In Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:

**(a)** The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;

**(b)** Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;

**(c)** Services will be engaging and relevant to youth and young adults;

**(d)** Services will accommodate the critical role of peers and friends;

**(e)** The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

**(f)** The "Service Plan" will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;

**(g)** The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and

**(h)** Secured transportation services under the "Service Description" section for MHS 26 Services will be approved by OHA on a case by case basis.

**(2)** Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below. Approved Services may include one or more of the following:

**(a)** Additional staffing;

**(b)** Transportation;

**(c)** Interpreter services;

**(d)** Medical services and medications;

**(e)** Rental assistance, room and board, and personal incidental funds; or

**(f)** Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

**c.** **<u>Reporting Requirements</u>**

All Individuals receiving MHS 26 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:

http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers;

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

There shall be a report from each Young Adult Residential Treatment Program providing Services under this Agreement within the County (or one report that breaks out each separate entity) for data subject to that specific quarter. Each report shall include the following components:

**(1)** Number admitted;
**(2)** Number transitioning;
**(3)** Number and nature of program supports provided to all residents;
**(4)** Percentage change in residents' feelings of well-being, support and connectivity;

**(5)** Type and number of community-based supports residents accessed or participated in; and

**(6)** Type and number of goals accomplished by residents.

In addition, all programs for which financial assistance is awarded through this Agreement shall administer the Adult Hope Scale, located at https://ppc.sas.upenn.edu/sites/ppc.sas.upenn.edu/files/hopescale.pdf to each Individual and include the results on the quarterly report. Counties providing both MHS 26 and MHS 27 Services need only provide one report for both Services.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides financial assistance for MHS 26 Services in three different ways, through Part A, Part B, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 26 lines in which column "Part ABC" will contain an "A" for Part A, "B" for Part B, or "C" for Part C award. OHA will provide funding for MHS 26 Services claims submitted through either MMIS, for Medicaid-eligible Services (Part B Payments), or through Part A or Part C funding, for non-Medicaid-eligible Services. County is not entitled to awards for Part A or Part C funding (or both) in combination with Part B funding for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures" section, funding requested for MHS 28 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award," before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided;

**(b)** County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;" and

**(c)** OHA is not obligated to provide funding for any MHS 28 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections

above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 28 Services, or termination of County's obligation to include the Program Area in which MHS 28 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: The Part A awards for MHS 26 Services are intended to be general financial assistance to the County for MHS 26 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 26 Services on a per unit basis, so long as the County offers and delivers MHS 26 Services as part of its CMHP. The total OHA financial assistance for all MHS 26 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," shall not exceed the total funds awarded for MHS 26 Services as specified in that line of the Financial Assistance Award, and are subject to the limitations described herein.

**(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 26 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 26 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 days (unless parties mutually agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments or non-delivery of Services identified through MOTS and other reporting requirements in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above;

**iv.** OHA is not obligated to provide financial assistance for any MHS 26 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 26 Services, or termination of

County's obligation to include the Program Area in which MHS 26 Services fall in its CMHP; and

**v.** OHA will reduce the financial assistance awarded for MHS 26 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 26 Services, as payment for the cost of the Services from an Individual receiving such Services delivered to an Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(c)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 26 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and the County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 26 Service Description falls.

**(3)** Part B Limitation. Part B funds are not disbursed or settled under this Contract but are included for budgetary purposes.

Part B funds are calculated and applied as follows:

**(a)** The provider of MHS 28 Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services for Medicaid-eligible individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=l:100.

**(b)** OHA calculates the rates and then processes claims through OHA's Medicaid Management Information System (MMIS). Part B Limitation is calculated and payment is made through MMIS directly to the Service Provider on a fee-for-service (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx.

**(c)** OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA

HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

**(d)** OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 28 Services, or termination of County's obligation to include the Program Area in which MHS 28 Services fall within its Services.

**(4)** The Part C awards do not apply to JPSRB Individuals, as these Services are covered in the Service Description for MHS 30.

The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 26 Services, provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC," to County per OHA's receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.adminstrator@state.or.us with the subject line "Invoice, Agreement#(your Agreement number), County name". Any allotments made by OHA are subject to the limitations described in this MHS 26 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payment for the item or Service. OHA will provide financial assistance at the Medicaid Fee Schedule rate. At no time will OHA provide financial assistance above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C financial assistance for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' payments.

**30.** Service Name: **RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 27**

**a. Service Description**

**(1)** Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27 Services) are mental health Services delivered to Individuals 17 through 24 years of age in a group residential setting to enable the Individual to acquire sufficient stability and connectivity to the community to enable them to live as independently as they choose. These are Individuals who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB), and are transitioning from an institutional setting, or in need of a structured and supportive transitional living environment. This includes Individuals without insurance or those who are under-insured. Programs are expected to maximize this funding to enhance an Individuals' likelihood of living independently in the community through the provision of the Services listed in MHS 27.

**(2)** Individuals eligible for these Services are those that the OHA's Young Adult Coordinator or designee determines are unable to live independently at the time of the referral, without supervised intervention, training, or support.

**(3)** Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization, or who are a danger to themselves or others, or who otherwise require transitional care to remain in the community.

**(4)** These Services have no time line. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory.

**(5)** It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact, or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice per week.

**(6)** MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:

**(a)** Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;

**(b)** Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;

**(c)** Money and household management;

**(d)** Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;

**(e)** Provision of care including the assumption of responsibility for the safety and well-being of the Individual;

**(f)** Administration, supervision, and monitoring of prescribed and non-prescribed medication and client education on medication awareness;

**(g)** Provision or arrangement of routine and emergency transportation;

**(h)** Developing skills to self-manage emotions;

**(i)** Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;

**(j)** Management of physical or health problems including, but not limited to, diabetes and eating disorders;

**(k)** Skills training;

**(l)** Mentoring, peer delivered services, and peer support services;

**(m)** Positive use of leisure time and recreational activities;

**(n)** Supported education;

**(o)** Supported employment;

**(p)** Occupational therapy; and

**(q)** Recreation.

**b.** **Performance Requirements**

**(1)** Services to Youth & Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following principles and practices:

**(a)** The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;

**(b)** Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;

**(c)** Services will be engaging and relevant to Youth & Young Adults in Transition;

**(d)** Services will accommodate the critical role of peers and friends;

**(e)** The individual service and support plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

**(f)** The individual service and support plan will include a specific section addressing Services and supports unique to the developmental progress of Youth & Young Adults in Transition, including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention; and

**(g)** Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

**(2)** Services to JPSRB or Youth & Young Adults in Transition shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.

**(3)** Providers of MHS 27 Services funded through this Agreement shall comply with OAR 309-035-0100 through 309-035-0190, as such rule may be revised from time to time.

**(4)** Providers of MHS 27 Services funded though this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through 309-008-1100.

**c. Reporting Requirements**

All Individuals receiving MHS 27 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers;

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

**(1)** County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, the following written reports using forms and procedures prescribed on OHA's website located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**(a)** A quarterly report that includes the following elements per each Young Adult Residential Treatment Program per subject quarter:

**i.** Number admitted;
**ii.** Number transitioning;
**iii.** Number and nature of program supports provided to all Individuals;
**iv.** Percentage change in Individuals' feelings of well-being, support and connectivity;
**v.** Type and number of community-based supports Individuals accessed or participated in; and
**vi.** Type and number of goals accomplished by Individuals.

**(b)** In addition, all programs shall administer the Adult Hope Scale located at https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf as an outcome measurement tool.

**(2)** County shall complete and deliver to OHA the Personal Care Data Form For Residential Facilities for any Individual receiving MHS 27 Services funded through this Agreement when the Individual is transferred to another residence or facility operated by the Provider, the Individual is transferred to another Provider of MHS 27 Services, MHS 27 Services to the Individual end, or the payment rate for the Individual changes. An Individual's payment rate may only be changed after consultation with and approval by OHA.

**e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 27 Services in three different ways, through Part A, Part B, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," in MHS 27 lines in which column "Part ABC" will contain an "A" for Part A, "B" for Part B, or "C" for Part C award. OHA will provide funding for MHS 27 Services claims submitted through either MMIS, for Medicaid-eligible Services (Part B awards), or through Part A or Part C awards for non-Medicaid-eligible Services. County is not entitled to financial assistance for Part A or Part C awards (or both) in combination with Part B payments for the same Service, during the same time period or date of Service for the same

Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 27 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided:

**(b)** County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;" and

**(c)** OHA is not obligated to provide funding for any MHS 27 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 27 Services, or termination of County's obligation to include the Program Area in which MHS 27 Services fall within its Services.

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

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 27 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 27 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 27 Services delivered under a particular line of the Exhibit C, "Financial Assistance

Award," containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 27 Services as specified in that line of the Financial Assistance Award are subject to the limitations described herein.

**(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 27 Services provided under a particular line of the Financial Assistance Award, containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for MHS 27 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties mutually agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above;

**iv.** OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 27 Services, or termination of County's obligation to include the Program Area in which MHS 27 Services fall in its CMHP; and

**v.** OHA will reduce the financial assistance provided for MHS 27 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 27 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(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 27 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this MHS 27 Service Description.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

**(3)** Part B limitation. Part B financial assistance is not disbursed or settled under this Agreement but is included for budgetary purposes.

Part B awards are calculated and applied as follows:

**(a)** The provider of MHS 27 Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services for Medicaid-eligible individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100.

**(b)** OHA calculates the rates and then processes claims through OHA's Medicaid Management Information System (MMIS). Part B Limitation is calculated and funds are awarded through MMIS directly to the Service Provider on a fee-for-service (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx.

**(c)** All Medicaid reimbursable service billing shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

**(d)** OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 27 Services, or

termination of County's obligation to include the Program Area in which MHS 27 Services fall within its Services.

**(4)** The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 27 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per OHA's receipt and approval of a written invoice, with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line, "Invoice, contract #(your contract number), contractor name". any allotments made by OHA are subject to the limitation described in this MHS 27 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid, but are medically appropriate, County shall attach a copy of the Plan of Care and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate . At no time will OHA provide financial assistance above the Medicaid Fee Schedule for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C funding for JPSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

**31.** Service Name: **RESIDENTIAL TREATMENT SERVICES**
Service ID Code: **MHS 28**

**a. Service Description**

**(1)** Residential Treatment Services (MHS 28) are:

**(a)** Services delivered on a 24-hour basis to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program. Individuals must be 18 years of age or older with mental or emotional disorders, who have been hospitalized or are at immediate risk of hospitalization, who need continuing Services to prevent hospitalization or who are a danger to themselves or others, or who otherwise requires continuing care to maintain stability and learn skills needed to be placed in a more integrated community setting; and

**(b)** Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a Plan of Care that is individualized to promote stabilization, skill building, and preparation to be living in a more integrated community.

**(2)** MHS 28 Services delivered in Residential Treatment Facilities (RTF), as defined in OAR 309-035-0105, Residential Treatment Homes (RTH), as defined in OAR 309-035-0150, or another licensed setting approved by OHA include, but are not limited to, the following:

**(a)** Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;

**(b)** Timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;

**(c)** Management of personal money and expenses;

**(d)** Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;

**(e)** Provision of care including assumption of responsibility for the safety and well-being of the Individual;

**(f)** Administration and supervision of prescribed and non-prescribed medication(s);

**(g)** Provision of or arrangement for routine and emergency transportation;

**(h)** Management of aggressive or self-destructive behavior;

**(i)** Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and

**(j)** Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0200. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County and any Providers shall notify Individuals in writing of admission decisions in accordance with OAR 309-035-0163(10).

**b. Performance Requirements**

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital (OSH); second priority to referrals for Individuals on the OSH wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a RTH, a RTF or Secured Residential Treatment Facility (SRTF), in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Other required, approved Services for civil commitment (non-PSRB) Individuals who are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule Rate. Disbursement will be made by invoice in accordance with the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below. Approved Services may include one or more of the following:

**(1)** Additional staffing;

**(2)** Interpreter services;

**(3)** Medical services and medications;

**(4)** Rental assistance for Individuals not covered by Medicaid for reasons such as a PSRB Individual who is not Medicaid-eligible, or an Individual who is Medicaid-eligible but whose funding has not yet started; room and board; and personal and incidental funds; and

**(5)** Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

**c. Reporting Requirements**

All Individuals receiving MHS 28 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's "MOTS Reference Manual," located at:

http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the "Who Reports in MOTS Policy," as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

**(1)** If County has authorized or anticipates authorizing delivery of MHS 28 Services to an Individual and wishes to reserve MHS 28 Service capacity as defined in OAR 309-011-0115(3), up to a maximum of 30 calendar days for that Individual while the Individual is not actually receiving MHS 28 Services, County shall submit a written Reserved Service Capacity Payment (RSCP) request and a CAR to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP request and the CAR for a non-Medicaid-eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid-eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service

capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

**e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 28 Services in three different ways, through Part A, Part B, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," in MHS 28 lines in which column "Part ABC" will contain an "A" for Part A, "B" for Part B, or "C" for Part C award. OHA will make disbursement for MHS 28 Services claims submitted through either MMIS, for Medicaid-eligible Services (Part B awards), or through Part A or Part C awards, for non-Medicaid-eligible Services. County is not entitled to financial assistance for Part A or Part C disbursements (or both) in combination with Part B disbursements for the same Service, during the same time period or date of Service for the same Individual. County and Service Provider shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Payments made to Contractor or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, funding requested for MHS 28 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award," before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided;

**(b)** County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;" and

**(c)** OHA is not obligated to provide funding for any MHS 28 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 28 Services, or termination of County's obligation to include the Program Area in which MHS 28 Services fall within its Services.

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

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 28 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 28 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 28 Services delivered under a particular line of the Financial Assistance Award, containing an "A" in column "Part ABC," shall not exceed the total funds awarded for MHS 28 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(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 28 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments:

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for MHS 28 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions;

**iv.** OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 28 Services; or termination of County's obligation to include the Program Area in which MHS 28 Services fall within its CMHP; and

**v.** OHA will reduce the financial assistance awarded for MHS 28 Services delivered under a particular line of Exhibit C,

"Financial Assistance Award," containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 28 Services as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individuals care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us any TPR payments no later than 30 calendar days following receipt of payments by County or Service Provider.

**(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 28 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement, and subject to the terms and limitation in this MHS 28 Service Description.

The settlement process will not apply to funds awarded for approved reserved service capacity payments only.

**(3)** Part B Limitation. Part B payments are not disbursed or settled under this Contract but are included for budgetary purposes.

Part B payments are calculated and applied as follows:

**(a)** The provider of MHS 28 Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services for Medicaid-eligible individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=l:100.

**(b)** OHA calculates the rates and then processes claims through OHA's Medicaid Management Information System (MMIS). Part B Limitation is calculated and payment is made through MMIS directly to the Service Provider on a fee-for-service (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx.

**(c)** All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

**(d)** OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Contract, termination of OHA's obligation to provide payments for MHS 28 Services, or termination of Contractor's obligation to include the Program Area in which MHS 28 Services fall within its Services.

**(4)** The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Funds awarded by OHA are subject to the limitations described in this MHS 28 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will make disbursements at the Medicaid Fee Schedule rate. At no time will OHA provide financial assistance above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C awards for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' funding.

**32.** Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILEPANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

**a. Service Description**

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

**(1)** Monitoring Services include:

**(a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;

**(b)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;

**(c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;

**(d)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and

**(e)** Administrative activities related to the Monitoring Services described above, including but not limited to:

i. Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;

ii. Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;

iii. Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;

iv. Implementing board-approved modifications of Conditional Release Orders;

v. Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;

vi. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and

vii. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

**(2)** Security and Supervision Services includes:

**(a)** Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

| Security Services Matrix | Low Risk | Med Risk | High Risk |
|---|---|---|---|
| High Care | Rate 1 | Rate 2 | Rate 3 |
| Med Care | Rate 2 | Rate 3 | Rate 4 |
| Low Care | Rate 3 | Rate 4 | Rate 5 |

**(b)** Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below. Approved Supervision Services may include one or more of the following:

i. Additional staffing;

ii. Transportation;

iii. Interpreter services;

iv. Medical services and medications;

v. Rental assistance, room and board, and person and incidental funds;

vi. Payee

vii. Guardianship (initial and ongoing) costs;

viii. To obtain legal identification for Individuals receiving supported housing and intensive case management services as identified in Monitoring Services section above; and

ix. Non-medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

**b. Performance Requirements**

**(1)** Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.

**(2)** Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

**c. Reporting Requirements**

All Individuals receiving MHS30 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

**(1)** Conditional Release Plan or Conditional Release Order;

**(2)** Monthly progress notes;

**(3)** Incident reports;

**(4)** Evaluations and assessments;

**(5)** Notifications of Revocation and Order of Revocation;

**(6)** Treatment Plans

**(7)** Notification of Change of Residence; or

**(8)** Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

**e. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 30 Services in two different ways, through Part A and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," in MHS 30 lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C award.

**(1)** Financial assistance provided to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 30 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing financial assistance to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided;

**(b)** OHA is not obligated to provide payment for any MHS 30 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 30 Services, or termination of County's obligation to include the Program Area in which MHS 30 Services fall within its Services.

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

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 30 Services identified in a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 30 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 30 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 30 Services as specified in that line in the Financial Assistance Award and are subject to the limitations described herein.

**(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 30 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

i. OHA may, upon written request of County, adjust monthly allotments;
ii. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments, as necessary, to reflect changes in the funds shown for MHS 30 Services provided under that line of the Financial Assistance Award;
iii. OHA may, after 30 calendar days (unless parties mutually agreed otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reporting requirements in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above;
iv. OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in

accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 30 Services, or termination of County's obligation to include the Program Area in which MHS 30 Services fall in its CMHP; and

v. OHA will reduce the financial assistance made for MHS 30 Services delivered under a particular line of Exhibit C, "Financial Assistance Award", containing an "A" in column "Part ABC," by the amount received by County as payment for the cost of the Services delivered to an Individual from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligate to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments not later than 30 calendar days following receipt of payments by County or Service Provider.

**(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 for MHS 30 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Services Requirement, and subject to the terms and limitations in this MHS 30 Service Description.

**(3)** The Part C awards will be disbursed as follows:

**(a)** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per OHA's receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA is subject to the limitations described in this MHS 30 Service Description.

**(b)** OHA will follow the current Medicaid Fee Schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid Fee Schedule for Services.

**(c)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C awards for PSRB or JPSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' funding.

**33.** Service Name: **ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES**

Service ID Code: **MHS 31**

**a. Service Description**

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been diagnosed with a severe mental illness with complex behaviors and require intensive community mental health services for successful integration into the community.

**b. Performance Requirements**

**(1)** Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.

**(2)** Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

**(3)** MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS's APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.

**(4)** If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.

**(5)** County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual's medical or psychiatric condition, which jeopardizes the placement.

**c. Reporting Requirements**

All Individuals receiving MHS 31 Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx and the Who Reports in MOTS Policy as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO] or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, the following reports using forms and procedures as prescribed on OHA's website, located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.:

**(1)** Monthly Enhanced Care Services Census Report;

**(2)** ECS Data Base Part I; and

**(3)** ECS Data Base Part II.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides financial assistance for MHS 31 Services in three different ways, through Part A, Part B, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 31 lines in which column "Part ABC" will contain an "A" for Part A, "B" for Part B, or "C" for Part C award. OHA will provide financial assistance for MHS 31 Services claims submitted through either MMIS, for Medicaid-eligible Services (Part B awards), or though Part A or Part C awards (or both) in combination with Part B awards for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 o 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Payments made to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures: section, payments requested for MHS 31 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing payments to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided;

**(b)** County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's fillings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Agreement:" and

**(c)** OHA is not obligated to provide financial assistance for any MHS 31 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 31 Services, or termination of County's obligation to include the Program Area in which MHS 31 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 31 Services provided under a particular line of Exhibit C, "Financial Assistance Award", containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Pages, multiplied by the number of units of MHS 31 Services delivered under that line of the Financial Pages during the period specified in that line. The total of OHA financial assistance for all MHS 31 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total financial assistance for MHS 31 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(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 31 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments, as necessary, to reflect changes in the funds shown for MHS 31 Services provided under that line of the Financial Assistance Award;

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used financial assistance identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions;

**iv.** OHA is not obligated to provide financial assistance for any MHS 31 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 31 Services, or termination of County's obligation to include the Program Area in which MHS 31 Services fall in its CMHP; and

**v.** OHA will reduce the financial assistance for MHS 31 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" by the amount received by a Provider of MHS 31Services, as payment for the cost of the Services delivered to an Individual from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by Contractor or Service Provider.

**vi.** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 31 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 31 Service Description falls.

**(3)** Part B limitation. Part B financial assistance is not disbursed or settled under this Agreement but is included for budgetary purposes.

Part B awards are calculated and applied as follows:

**(a)** The provider of MHS 27 Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services for Medicaid-eligible individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100.

**(b)** OHA calculates the rates and then processes claims through OHA's Medicaid Management Information System (MMIS). Part B Limitation is calculated and funds are awarded through MMIS directly to the Service Provider on a fee-for-service (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx.

**(c)** All Medicaid reimbursable service billing shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

**(d)** OHA is not obligated to provide financial assistance for any MHS 27 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 27 Services, or termination of County's obligation to include the Program Area in which MHS 27 Services fall within its Services.

**(4)** The Part C financial assistance does not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 20 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and any financial assistance provided by OHA are subject to the limitations described in this MHS 20 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

**34.** Service Name: **ADULT FOSTER CARE SERVICES**
Service ID Code: **MHS 34**

**a. Service Description**

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual's skills to the extent that he or she may live more independently.

*Integrated setting* was recently explained in a publication by the Department of Justice[1], dated June 22, 2011, as follows:

> "In the years since the Supreme Court's decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities."
>
> "By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals' ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities."

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA's Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

[1] https://www.ada.gov/olmstead/q&a_olmstead.htm

MHS 34 Services include, but are not limited to, the following:

**(1)** Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;

**(2)** Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;

**(3)** Management of personal money and expenses;

**(4)** Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;

**(5)** Provision of care including assuming the responsibility for the safety and well-being of the individual;

**(6)** Administration and supervision of prescribed and non-prescribed medication;

**(7)** Provision of or arrangement for routine medical and emergency transportation;

**(8)** Management of aggressive or self-destructive behavior;

**(9)** Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and

**(10)** Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

**b.** **Performance Requirements**

**(1)** Providers of Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.

**(2)** Prior to commencement of Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.

**(3)** County shall assist OHA's function of licensing and certifying homes providing Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:

**(a)** For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:

**i.** Foster Home License or Certification Application;

**ii.** Foster Home Inspection Form;

**iii.** Criminal History Check;

**iv.** A letter of support in the form and substance attached as Attachment #1, and

**v.** Any other information necessary for licensing or certifying the residences.

**(b)** For renewal of existing licenses and certifications: County shall assist OHA with the completion and submission to OHA of a letter of support in the form and substance attached as Attachment #1, and with inspection of the homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and

**(c)** County shall assist currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:

**i.** Maintaining and distributing copies of OHA's "Basic Training Course and Self-Study Manual" and associated video tapes; and

**ii.** Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by County as required above.

**c.** **Reporting Requirements**

All Individuals receiving MHS 34 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's "MOTS Reference Manual," located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the "Who Reports in MOTS Policy," as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does or contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us.

**d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

OHA provides financial assistance for MHS 34 Services in three different ways, through Part A, Part B, and Part C awards. The award type is identified in Exhibit C., "Financial Assistance Award," on MHS 34 lines in column "Part ABC" that contains an "A" for Part A, "B" for Part B, or "C" for Part C award. OHA will provide financial assistance for MHS 34 Services claims submitted through either MMIS, for Medicaid-eligible Services (Part B awards), or through Part A or Part C awards for non-Medicaid-eligible Services. County is not entitled to financial assistance for Part A or Part C awards (or both) in combination with Part B payments for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.

**(1)** Funds awarded to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 34 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided:

**(b)** County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;" and

**(c)** OHA is not obligated to provide funding for any MHS 34 Services that are not properly reported in accordance with the "Reporting Requirements" section above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 34 Services, or termination of County's obligation to include the Program Area in which MHS 34 Services fall within its Services.

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

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 34 Services identified in a particular line of Exhibit C, "Financial Assistance Award," with an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 34 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 34 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 34 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 34 Services provided under a particular line of the Financial Assistance Award, containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 34 Services provided under that line of the Financial Assistance Award; and

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS in accordance with the "Reporting Requirements"

section above or as required by an applicable Specialized Service Requirement;

**iv.** OHA will reduce the financial assistance awarded for MHS 34 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" by the amount received by a Provider of MHS 34 Services, as payment for the cost of the Services delivered to an Individual from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(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 for MHS 34 Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC" and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" section above or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this MHS 34 Service Description.

**(3)** Part B limitation. Part B financial assistance is not disbursed or settled under this Agreement but is included for budgetary purposes.

Part B awards are calculated and applied as follows:

**(a)** The provider of MHS 34 Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services for Medicaid-eligible individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100.

**(b)** OHA calculates the rates and then processes claims through OHA's Medicaid Management Information System (MMIS). Part B Limitation is calculated and funds are awarded through MMIS directly to the Service Provider on a fee-for-service (FFS) basis. The FFS rates and additional Medicaid Provider resources are available

on the OHA website at: http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx.

**(c)** All Medicaid reimbursable service billing shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

**(d)** OHA is not obligated to provide financial assistance for any MHS 34 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 34 Services, or termination of County's obligation to include the Program Area in which MHS 34 Services fall within its Services.

**(4)** The Part C awards will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 34 Services provided under a particular line of the Financial Assistance Award with a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@dhsoha.state.or.us with the subject line "Invoice, contract # (your contract number), contractor's name." Any allotments made by OHA are subject to the limitations described in this MHS 34 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medially appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide financial assistance at the Medicaid Fee Schedule rate. At no time will OHA provide financial assistance above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt for the item or Service, to a combined monthly invoice itemized by Individual. Part C payments for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' funding.

# ATTACHMENT #1

Health Systems Division
500 Summer Street NE E-86
Salem, OR 97301

Dear HSD Licensing and Certification Unit Manager,

Pursuant to OAR 309-040-0315 (3)(e), I am submitting this letter of support on behalf of [name of CMHP], an authorized designee of the Local Mental Health Authority in [County].

At this time, [name of CMHP] is in support of the operation of [name of AFH] AFH located at [full address of AFH] under the following conditions:

- The provider maintains substantial compliance with all regulations that govern the licensure and safe operation of AFHs.

- The provider ensures the delivery at all times adequate room and board, food, safety and sanitation oversight, compliance with building and maintenance requirements, supervision, and care to vulnerable adults with mental, emotional, or behavioral disorders who reside at the AFH by qualified and approved providers, resident managers, staff, and volunteers.

- The provider timely submits incident reports to the CMHP in accordance with applicable ORS' and OARs.

- The provider complies with any additional requirements or conditions set forth by the Health Systems Division, Oregon Health Authority.

[name of CMHP] will immediately notify HSD when it changes its level of support for the continued operation of or adjusted placement referral decisions associated with [name of AFH] AFH.

[name of CMHP] will immediately notify HSD in writing if CMHP staff become aware of or observe any violations to regulations that govern the health, safety, and welfare of residents who reside at the home.

[name of CMHP] will provide a detailed written summary to HSD (and to the Office of Training, Investigations, and Safety, *formerly OAAPI*) if CMHP staff become aware of or observe any medication errors, inadequate or unsafe physical conditions of the home, unauthorized persons living or sleeping in the home, failure by the AFH provider to timely submit incident reports, suspected abuse or neglect to residents, crimes committed on the property, or in any other situation that jeopardizes the health, safety, and welfare of vulnerable adults who live in and receive services in the home.

Name of the LMHA representative or designee who is signing this letter of support: [name]

Full title of the LMHA representative or designee who is signing this letter of support: [title]

Email of the LMHA representative or designee who is signing this letter of support: [email]

_____

Signature of the CMHP Director or designee Date of signature

**35. Service Name:** **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code**:** **MHS 35**

**a. Service Description**

Older or Disabled Adult Mental Health Services (MHS 35 Services) are:

**(1)** If Specialized Service requirement MHS 35A applies, specialized geriatric mental health Services delivered to older or disabled adults with mental illness, as such Services are further described in the Specialized Service requirement MHS 35A; or

**(2)** If Specialized Service requirement MHS 35B applies, residential Services delivered to older or disabled Individuals with serious and persistent mental illness, as such Services are further described in the Specialized Service requirement MHS 35B.

**b. Performance Requirements**

**(1)** Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35A" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.

**(2)** Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35B" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

**c. Reporting Requirements**

All Individuals receiving MHS 35 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary financial and program narrative reports on the delivery of Older or Disabled Adult Mental Health Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement, that are subject to Specialized Service requirements 35A and 35B. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

OHA provides financial assistance for MHS 35 Services through Part A awards for non-Medicaid-eligible Services. The award type is identified in Exhibit C, "Financial Assistance Agreement," on MHS 35 lines in which column "Part ABC" contains an "A" for Part A awards.

**(1)** Financial assistance provided to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures" section, funds requested for MHS 35 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Agreement," before reducing funds to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. Financial assistance will be reduced (offset) by the amount to funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide financial assistance for any MHS 35 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of the Agreement, termination of OHA's obligation to provide funding for MHS 35 Services, or termination of County's obligation to include the Program Area in which MHS 35 Services fall within its Services.

**(2)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 35 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award multiplied by the number of units of MHS 35 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 35 Services containing an "A" in column "Part ABC," shall not exceed the total financial assistance for MHS 35 Services as specified in that line of the Financial Assistance Award for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services, and are subject to the limitations described herein.

**(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 financial assistance awarded for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services, provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC,", to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

**i.** OHA may, upon written request of County, adjust monthly allotments;

**ii.** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.

**iii.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to Contractor, reduce the monthly award based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions;

**iv.** OHA is not obligated to provide financial assistance for any MHS 35 Services that are not properly reported in accordance with the "Reporting Requirements" and "Specialized Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement; termination of OHAA's obligation to provide financial assistance for MHS 35 Services; or termination of County's obligation to include the Program Area in which MHS 35 Services fall its CMHP; and

**v.** OHA will reduce the financial assistance for MHS 35 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing and "A" in column "Part ABC," by the amount received by a Provider of MHS 35 Services, as payment for the cost of the Services delivered to an Individual from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(c)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 35 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 35 Service Description falls.

**(5)** The Part C awards will be disbursed as follows:

**(a)** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C awards for MHS 31 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), County name". Any

allotments made by OHA are subject to the limitation described in this MHS 31 Service Description.

**(b)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan Of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide financial assistance above the Medicaid Fee Schedule for Services.

**(c)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C allotments for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' payments.

**36.** Service Name: **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)**

Service ID Code: **MHS 36**

**a. Service Description**

**(1)** Pre-admission Screening and Resident Review Services (MHS 36 Services) are evaluation services delivered to Individuals who are entering a nursing facility where a PASRR level I screen has indicated that they have a serious and persistent mental illness (SPMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, those uninsured, underinsured, or have exhausted Medicaid Services, Citizen/Alien-Waived Emergent Medical, Medicare, Private Insurance, or Private Pay.

**(a)** Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious persistent mental illness; or

**(b)** Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.

**(2)** Pre-admission Screening and Resident Review Services must determine if:

**(a)** Individuals have a serious and persistent mental illness, as defined in OAR 309-032-0860(22); and

**(b)** If those determined to have a serious and persistent mental illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

**b. Performance Requirements**

**(1)** County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act of 1987 (OBRA 1987), as amended by OBRA 1990, including but not limited to 42 U.S.C. 1396r(e)(7) and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

**(2)** County shall require that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 Services review and evaluation.

**(3)** All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-019-0105(61)).

**c. Reporting Requirements**

All Individuals receiving MHS 36 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written forms HSD 0438 and HSD 0440, no later than 21 calendar days following each review for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**e. Financial Assistance Calculation and Disbursement Procedures**

**(1)** OHA provides financial assistance for MHS 36 Services in two different ways, through Part B, and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," on MHS 36 Services lines in which column "Part ABC" contains a "B" for Part B and a "C" for Part C awards. OHA will provide financial assistance for MHS 36 Services claims

submitted through either MMIS, for Medicaid-eligible Services (Part B awards), or through Part C awards for, non-Medicaid-eligible Services. County is not entitled to financial assistance for Part C in combination with Part B awards for the same Service, during the same time period or date of Service for the same Individual. County and Service Providers shall maintain compliance with OAR 410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320.Payments made to County or Service Provider are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements" section, financial assistance requested for MHS 36 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award," before reducing funds to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Service provided. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Service provided;

**(b)** County understands and agrees that funding under Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;" and

**(c)** OHA is not obligated to provide financial assistance for any MHS 36 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 36 Services, or termination of County's obligation to include the Program Area in which MHS 36 Services fall within its Services.

**(2)** At no time will OHA pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: http://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx, as it may be revised from time to time. The Part B Limitation, Part B payments are not disbursed or settled under this Agreement but are included for budgetary purposes.

Part B awards are calculated and applied as follows:

**(a)** The provider of MHS 36 Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid mental health services for Medicaid-eligible individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100.

**(b)** OHA calculates the rates and then processes claims through OHA's Medicaid Management Information System (MMIS). Part B Limitation is calculated and funds are awarded through MMIS directly to the Service Provider on a fee-for-service (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx.

**(c)** All Medicaid reimbursable service billing shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

**(d)** OHA is not obligated to provide financial assistance for any MHS 36 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement 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 36 Services, or termination of County's obligation to include the Program Area in which MHS 36 Services fall within its Services.

**(3)** The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C award for MHS 36 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per OHA's receipt and approval of a written combined invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments shall be electronically submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name," and are due no later than 45 calendar days following the end of the subject month. Any financial assistance provided by OHA are subject to the limitations described in this MHS 36 Service Description.

**(a)** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically

appropriate, County shall attach a copy of the Plan of Care (POC) and CCO refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

**(b)** For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for PSRB non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

**(4)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 36 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and the County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 36 Service Description falls.

**37.** Service Name: **START-UP**

Service ID Code: **MHS 37**

**a. Service Description**

The funds awarded for MHS 37 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award," and Exhibit J, "Start-Up Procedures." For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve mental health services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37 may not be used for real property improvements of $10,000 and above. When OHA funds in the amount of $10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow the procedures as prescribed by that unit.

MHS 37 funds are typically disbursed prior to initiation of services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit J, that will be needed to provide the services planned and delivered at the specified site(s).

**b. Performance Requirements**

The funds awarded for MHS 37 must be expended only in accordance with Exhibit J, "Start-Up Procedures," which is incorporated herein by this reference.

**c. Special Reporting Requirements**

Using the OHA prescribed "Start-Up Request & Expenditure Form," the County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award." The reports must be prepared in accordance with forms prescribed by OHA and the procedures described in Exhibit J, "Start-Up Procedures." Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

**d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

**(1)** Financial Assistance Calculation: OHA will provide financial assistance for MHS 37 from funds identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit J, "Start-Up Procedures." The total OHA financial assistance for all MHS 37 activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 37 as specified in that line of the Financial Assistance Award.

**(2)** Disbursement of Financial Assistance:

**(a)** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the funds awarded for MHS 37 in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Form," as described in and in accordance with Exhibit J, "Start-Up Procedures."

**(b)** After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

**(3)** 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 and amounts due for MHS 37 based on actual allowable expenditures incurred in accordance with this MHS 37 and Exhibit J, "Start-Up Procedures."

County shall submit all Start-Up Request & Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement, whichever is earlier, shall not be accepted nor any funds owed by OHA.

**38.** Service Name: **SUPPORTED EMPLOYMENT SERVICES**
Service ID Code: **MHS 38**

**a. Service Description**

**(1)** Provide Individual Placement and Support (IPS) Supported Employment Services (MHS 38 Services) consistent with the Dartmouth IPS Supported Employment Fidelity Model. The IPS Fidelity Manual, published by Dartmouth Psychiatric Research Center, incorporated by reference herein, can be found in the IPS Employment Center's Document Library, at: https://ipsworks.org/index.php/library/, or at the following link: https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

**(2) Definitions:**

**(a)** **Competitive Integrated Employment** means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

**(b)** **Division Approved Reviewer** means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contracted entity responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment Programs statewide.

**(c)** **Supported Employment Services** are individualized Services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported Employment Services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests, and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

**b. Performance Requirements**

County shall provide MHS 38 Services in a manner that is consistent with fidelity standards established in OAR 309-019-00270 through 309-019-0295 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified Providers to deliver MHS 38 Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider

network for Individuals to access MHS 38 Services. MHS 38 Services must be provided by Providers meeting Supported Employment fidelity scale standards.

**c. Reporting Requirements**

All Individuals receiving MHS 38 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:
**Which Behavioral Health Providers are Required to Report in MOTS?**
The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.
If you have questions, contact MOTS Support at MOTS.Support@dhsoha.state.or.us

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly summary reports on the delivery of MHS 38 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx

**(a)** A Provider delivering MHS 38 Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual known to be enrolled in the Oregon Health Plan at the time Services are delivered.

**(b)** Quarterly reports shall include, but are not limited to:

**i.** Individuals with Serious and Persistent Mental Illness (SPMI) who receive MHS 38 Services and are employed in Competitive Integrated Employment, as defined above; and

**ii.** Individuals with SPMI who no longer receive MHS 38 Services and are employed in competitive integrated employment without currently receiving supportive services from a supported employment specialist; and

**iii.** Individuals with SPMI who received MHS 38 Services as part of an Assertive Community Treatment (ACT) Program.

**e. <u>Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements</u>**

OHA provides financial assistance for MHS 38 Services through Part A awards. The award is set forth in Exhibit C, "Financial Assistance Award," in MHS 38 Services lines in which column "Part ABC" contains an "A" for Part A award.

**(1)** Funds awarded to County or Service Providers are subject to the following:

**(a)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures" section, financial assistance requested for MHS 38 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided; and

**(b)** OHA is not obligated to provide funding for any MHS 38 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 38 Services, or termination of County's obligation to include the Program Area in which MHS 380 Services fall within its Services.

**(c)** OHA will reduce the financial assistance provided for MHS 38 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 38 Services, as payment for the cost of the Services delivered to an Individual, from the

Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

The Part A awards will be calculated, disbursed, and confirmed as follows:

**(2)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 38 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line during the period specified in that line. The total OHA financial assistance for all MHS 38 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total funds awarded for MHS 38 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(3)** 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 MSH 38 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following;

**(a)** OHA may, upon written request of County, adjust monthly allotments;

**(b)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for this special project on that line of the Financial Assistance Award;

**(c)** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used awards identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions.

**(d)** OHA is not obligated to provide financial assistance for any MHS 38 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 38 Services, or termination of County's obligation to include the Program Area in which MHS 38 Services fall in its CMHP; and

**(e)** OHA may reduce the financial assistance for MHS 38 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," by the amount of one month's funding per month with missing reporting requirements in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above. Upon County submission of missing reports, OHA may restore the month of funding that was removed through an Agreement Amendment.

**(f)** OHA will reduce the financial assistance provided for MHS 38 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 38 Services, as payment for the cost of the Services delivered to an Individual from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(4)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 38 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 38 Service Description falls.

**39.** Service Name: **PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: **MHS 39**

**a. Service Description**

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(11), and co-occurring Substance Use Disorders (SUD) who experience homelessness or are at imminent risk of becoming homeless. PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help homeless Individuals with SMI secure safe and stable housing, improve their health, and live a self-directed, purposeful life.

Eligible Services, not otherwise covered by another resource, are as follows:

**(1)** Outreach services;

**(2)** Screening and diagnostic treatment services;

**(3)** Habilitation and rehabilitation services;

**(4)** Community mental health services;

**(5)** Substance use disorder treatment services;

**(6)** Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;

**(7)** Case management services, including:

**(a)** Preparing a plan for the provision of community mental health and other supportive services to the eligible Individual and reviewing such plan not less than once every three months;

**(b)** Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals, including services relating to daily living activities, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational services, and housing services;

**(c)** Providing assistance to eligible Individuals in obtaining income support services, including housing assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, and supplemental securing income benefits;

**(d)** Referring eligible Individuals for such other services as may be appropriate; and

**(e)** Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individual is receiving aid under title XVI of such Act and if the representative

payee applicant is designated by the Secretary of the Social Security Administration to provide such services.

**(8)** Supportive and supervisory services in residential settings;

**(9)** Referrals for primary health services, job training, educational services, and relevant housing services; and

**(10)** No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services as specified in 42 U.S.C. § 290cc-22(b)(10), which are:

**(a)** Minor renovation, expansion, and repair of housing;

**(b)** Planning of housing;

**(c)** Technical assistance in applying for housing assistance;

**(d)** Improving the coordination of housing services;

**(e)** Security deposits;

**(f)** Costs associated with matching eligible homeless Individuals with appropriate housing situations; and

**(g)** One-time rental payments to prevent eviction.

In order to proactively and comprehensively address the spectrum of Service needs for Individuals who experience chronic homelessness, OHA strongly encourages recipients of MHS 39 funds to use PATH funds to prioritize provision of street outreach, coupled with case management, to the most vulnerable adults who are literally and chronically homeless.

**b. <u>Performance Requirements</u>**

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services funded through this Agreement shall:

**(1)** Use third party and other revenue realized from provision of Services to the extent possible;

**(2)** Implement policies and procedures to prioritize use of other available funding sources for PATH Services;

**(3)** Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:

**(a)** Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;

**(b)** Medicaid or Medicare;

**(c)** Veterans Administration Benefits; and

**(d)** SNAP.

**(4)** Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an intended use plan for PATH funds consistent with federal requirements in accordance with 42 U.S.C. § 290cc-21; and

**(5)** Provide, at a minimum, the following:

**(a)** At least 58% of PATH-eligible Individuals contacted through outreach must be enrolled in PATH Services;

**(b)** At least 85% of Individuals served must be PATH-eligible and not currently enrolled in community mental health services;

**(c)** Of the total Individuals who are PATH-enrolled, 75% must be transitioned into permanent housing unless waived in writing by the OHA Contract Administrator based on documented lack of affordable housing resources in the PATH Provider's identified service area;

**(d)** Of the total Individuals who are PATH-enrolled, 100% must be engaged in community mental health services;

**(e)** Active participation in the local Continuum of Care;

**(f)** Attendance at semi-annual PATH Provider meetings;

**(g)** Attendance at PATH Technical Assistance trainings as requested by OHA;

**(h)** Development of an annual PATH intended use plan including a line item budget and budget narrative using forms and templates provided by OHA;

**(i)** Participation in annual PATH program site reviews conducted by OHA; and

**(j)** Participation in federal site reviews as needed or requested by OHA.

**(6)** Service Providers who are recipients of MHS 39 funds must match directly or through donations from public or private entities, non-federal contributions toward such costs in an amount that is not less than $1 for each $3 of federal PATH funds allocated through MHS 39.

**(a)** Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.

**(b)** Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

**c.** **Reporting Requirements**

All Individuals receiving MHS 39 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at: http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx, and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

**(1)** Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;

**(2)** Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

**(3)** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

**(4)** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly and yearly reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

Each report shall provide the following information:

**(1)** All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).

**(2)** Quarterly written reports documenting PATH eligible expenditures shall be electronically submitted to amhcontract.adminiatrator@state.or.us.

**(3)** Quarterly and annual reports documenting actual utilization and demographic data submitted through the PATH Data Exchange at https://www.pathpdx.org.

**e.** **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides financial assistance for MHS 39 Services through Part A awards. The award is identified in Exhibit C, "Financial Assistance Award," on MHS 39 Services lines in which column "Part ABC" will contain an "A" for Part A award.

Financial assistance provide to County or Service Providers are subject to the following:

**(1)** OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Confirmation on Performance and Reporting Requirements Procedures" section, financial assistance requested for MHS 39 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total for all funding authorized in Exhibit C, "Financial Assistance Award," before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided;

**(2)** OHA is not obligated to provide funding for any MHS 39 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements," sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for MHS 39 Services, or termination of County's obligation to include the Program Area in which MHS 39 Services fall within its Service.

**(3)** The Part A awards will be calculated, disbursed, and confirmed as follows:

**(a)** Calculation of Financial Assistance: OHA will provide financial assistance for MHS 39 Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line of the Financial Assistance Award. The total of OHA financial assistance for all MHS 39 Services delivered under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," shall not exceed the total funds awarded for MHS 39 Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

**(4)** 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 39 Services provided under a particular line of the Financial Assistance Award with an "A" in column "Part ABC" to County in substantially equal monthly allotments during the

period specified in that line of the Financial Assistance Award, subject to the following:

**(a)** OHA may, upon written request of County, adjust monthly allotments;

**(b)** Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for MHS 39 Services provided under that line of the Financial Assistance Award; and

**(c)** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funds identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or applicable special conditions.

**(d)** OHA is not obligated to provide financial assistance for any MHS 39 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections 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 39 Services; or termination of County's obligation to include the Program Area in which MHS 39 Services fall in its CMHP.

**(e)** OHA will reduce the financial assistance provided for MHS 39 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," by the amount received by a Provider of MHS 39 Services, as payment for the cost of the Services delivered to an Individual, from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

**(5)** Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how funds awarded for MHS 20 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and the County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which this MHS 20 Service Description falls.

**2019-2021 INTERGOVERNMENTAL AGREEMENT**
**FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

## EXHIBIT B-2
## SPECIALIZED SERVICE REQUIREMENTS

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," as amended from time to time, are subject to this Agreement.

**1.** Service Name: **PEER DELIVERED SERVICES (PDS)**

Service ID Code: **MHS 16**

Specialized Service: **VETERANS**

Exhibit B-2 Code: **16A**

**a.** **Service Description** (exceeding Section 1, MHS 16)

Contractor shall:

**(1)** Hire, train, and supervise Peer Support Specialists (PSS) or Peer Wellness Specialists (PWS) with significant prior or current military experience;

**(2)** Require that PSS or PWS acquire and maintain certification with the Oregon Health Authority, Traditional Health Worker registry, including those who identify as military veterans with current behavioral health needs;

**(3)** Provide PDS in a culturally competent manner as defined in OAR 410-180-0300 through 410-180-0380 to Individuals who identify as military veterans with behavioral health needs. Activities may include, but are not limited to:

**(a)** 1:1 peer support;

**(b)** Systems navigation;

**(c)** Facilitation of support and education groups;

**(d)** Outreach; and

**(e)** Community education.

**(4)** Provide program participants with funds or material supports needed to eliminate barriers to accessing health care services which will improve the veteran's behavioral health, support treatment plans, or support the veteran's recovery, or community engagement; and

**(5)** Engage and serve a minimum of 25 veterans annually.

**b.** **Performance Requirements** (exceeding Section 2, MHS 16)

None

**c.** **Special Reporting Requirements** (exceeding Section 3, MHS 16)

Prepare and electronically submit to amhcontract.administrator@state.or.us quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.

The following information shall be provided for each report:

**(1)** Number of veterans served annually on a regular basis as shown by being enrolled in peer services, and making use of peer supports on a weekly basis;

**(2)** Number of veterans offered the pre and post survey supplied by OHA;

**(3)** Number of veterans completing the pre and post survey;

**(4)** Survey responses for all completed surveys; and

**(5)** Narrative description of program progress, successes, and barriers.

The following is an optional item to report:

**(1)** Recommendations for programs in the future which may seek to build on and scale this pilot model.

**(4) <u>Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures</u> (exceeding Section 4, MHS 16)**

None

**2.** Service Name: **NON RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSISTION**

Service ID Code: **MHS 26**

Specialized Service**:** **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**

Exhibit B-2 Code: **26A**

**a.** **Service Description** (exceeding Section 1, MHS 26)

Early Assessment and Support Alliance (EASA) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately 2 years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

**(1)** **Definitions:**

**(a)** **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.

**(b)** **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).

**(c)** **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

**(d)** **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.

**(e)** **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about

schizophrenia-related conditions. This reduces the duration of untreated psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

**(2)** **Performance Requirements** (exceeding Section 2, MHS 26)

County shall provide Services to eligible Individuals as listed below, subject to the availability of funds:

**(a)** Eligible Population: EASA Services are to be provided to Individuals ages 12 through 27 years of age whom:

**i.** Have an IQ of 70 or above;

**ii.** Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than 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.

**(b)** Access to EASA across all referral sources: emergency departments, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contact shall be made by EASA staff with the Individual (and family) within 24-48 hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;

**(c)** Services intended to be a transitional coordinated specialty care service, designed to last an average of 2 years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;

**(d)** Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.

**(e)** Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).

**(f)** Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.

**(g)** The EASA team works with people in five phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.

**i.** Phase 1 (up to 6 months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths, resources, needs, and goals, start of multi-family groups, stabilization of current situation.

**ii.** Phase 2 (approximately 6 months): Adaptation: More extensive education to the individual and family/primary support system, address adaptation issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.

**iii.** Phase 3 (approximately 6 months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.

**iv.** Phase 4 (approximately 6 months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, establish ongoing treatment relationship and recovery plan.

**v.** Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.

**(h)** Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:

**i.** Rapid access to psychiatric and counseling services;

**ii.** Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;

**iii.** Coaching on rights regarding access to employment, school, housing, and additional resources;

**iv.** Single family psycho-education and multi-family groups;

**v.** Support for vocational education and independent living goals consistent with IPS framework;

**vi.** Access to licensed medical psychiatric care, health related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;

**vii.** Provision of substance use disorder treatment within the team

**viii.** Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;

**ix.** Community-education.

**(i)** Setting(s) for Service Delivery: Determined by the needs and goals of the Individual and their circumstances.

**(j)** Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.

**(k)** EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at http://www.easacommunity.org. If County lacks qualified providers to deliver EASA services and supports, a plan to adjust the model will be developed with the EASA Center for Excellence staff and OHA.

**(l)** Additional Licensing or Certification Requirements:

The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf. If County lacks qualified Providers to deliver EASA Services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for Individuals to access EASA Services.

EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: http://www.easacommunity.org.

**(m)** **(**Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

**(3)** **Special Reporting Requirements** (exceeding Section 4, MHS 26)

Forms are located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx.
Counties providing EASA Services shall submit data quarterly, directly into the Oregon Health & Science University (OHSU) EASA RedCap Data System. Instructions for data entry into RedCap are located at http://www.easacommunity.org/resources-for-professionals.php and individual provider entry is located at https://octri.ohsu.edu/redcap/. Quarterly data shall be submitted no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.

**(4)** **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Section 5, MHS 26)

None.

**3.** Service Name: **RESIDENTIAL TREATMENT SERVICES**
Service ID Code: **MHS 28**

Specialized Service**:** **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

**a.** **Service Description and Performance Requirements** (exceeding Exhibit B-1, MHS 28)

**(1)** Funds awarded for MHS 28 Services that are identified in Exhibit C, "Financial Assistance Award," as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(60)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:

**(a)** A Class 1 facility (as described in OAR 309-033-0520 (2)) is approved to:

**i.** Be locked to prevent a person from leaving the facility;

**ii.** Use seclusion and restraint; and

**iii.** Involuntarily administer psychiatric medication.

**(2)** A Class 2 facility (as described in OAR 309-033-0520 (3)) is approved to be locked to prevent a person from leaving the facility.

**b.** Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:

**(1)** Comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time;

**(2)** Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and

**(3)** Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of Individuals, as identified in their service plans, on a 24-hour basis.

**c.** **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

**d.** **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

**4.** Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
Service ID Code: **MHS 35**

Specialized Service: **GERO-SPECIALIST**

Exhibit B-2 Code: **35A**

**a.** **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

**b.** **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with OAR 309-032-0301 through 309-032-0890 Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

**(1)** Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;

**(2)** Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;

**(3)** Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;

**(4)** Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;

**(5)** Regular collaboration with APD, DHS's Aging and Disabilities Resource Connection, CMHPs, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;

**(6)** Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;

**(7)** Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and

**(8)** Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

**c.** **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

**d.** **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

**5.** Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **APD RESIDENTIAL**

Exhibit B-2 Code: **35B**

**a.** **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35 Services) Specialized Service requirements (MHS 35B Services) are residential services delivered directly or indirectly to Individuals with serious and persistent mental illness.

**b.** **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement. In addition, an annual referral for APD eligibility is required, or earlier if there is a significant change in the Individual's physical status.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with serious and persistent mental illness, who are determined not eligible for services under the Older Americans Act of 1965 as amended, yet would benefit from residential services from APD and meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

**c.** **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

**d.** **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

**2019-2021 INTERGOVERNMENTAL AGREEMENT**
**FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT C**

**FINANCIAL ASSISTANCE AWARD**

MOD#: _____

CONTRACT#: _____ CONTRACTOR: _____

INPUT CHECKED BY: _____ DATE CHECKED: _____

COLUMN HEADERS:

| | | | | | |
|---|---|---|---|---|---|
| SE# | FUND | PROJ CODE | CPMS | PROVIDER | EFFECTIVE DATES |
| SLOT CHANGE / TYPE | RATE | OPERATING DOLLARS | STARTUP DOLLARS | PART ABC | PART IV |
| PAAF CD | BASE | CLIENT CODE | SP# | | |

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 159184 CONTRACTOR: YAMHILL COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| SE# | FUND | PROJ CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP DOLLARS | PART ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR: 2019-2020 | | | | | | | | | | | | | | |
| | | GALA03 | YAMHILL CO. | | | | | | | | | | | |
| 3 | 888 | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $2,090.00 | $0.00 | A | 1 | Y | | | 1 |
| | | | | TOTAL FOR SE# 3 | | | $2,090.00 | $0.00 | | | | | | |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |
| 61 | 520 | -0- | | 7/1/2019 - 6/30/2020 | 209 /CSD | $120.00 | $13,794.00 | $0.00 | A | 1 | Y | | | |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |
| 61 | STD | -0- | | 7/1/2019 - 6/30/2020 | 0 /CSD | $120.00 | $11,286.00 | $0.00 | A | 1 | Y | | | |
| | | | | TOTAL FOR SE# 61 | | | $25,080.00 | $0.00 | | | | | | |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |
| 62 | 708 | -0- | | 7/1/2019 - 6/30/2020 | 1095 /CSD | $62.44 | $31,580.63 | $0.00 | A | 1 | Y | | | |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |
| 62 | STD | -0- | | 7/1/2019 - 6/30/2020 | 0 /CSD | $62.44 | $36,791.17 | $0.00 | A | 1 | Y | | | |
| | | | | TOTAL FOR SE# 62 | | | $68,371.80 | $0.00 | | | | | | |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |
| 63 | 520 | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $23,956.23 | $0.00 | A | 1 | Y | | | |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |
| 63 | STD | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $46,503.27 | $0.00 | A | 1 | Y | | | |
| | | | | TOTAL FOR SE# 63 | | | $70,459.50 | $0.00 | | | | | | |
| | | IDPF | YAMHILL CO. | | | | | | | | | | | |
| 65 | 424 | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $28,500.00 | $0.00 | C | 1 | Y | | | 2 |
| | | | | TOTAL FOR SE# 65 | | | $28,500.00 | $0.00 | | | | | | |
| | | DAYTX | YAMHILL CO. | | | | | | | | | | | |
| 66 | 450 | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $11,750.00 | $0.00 | A | 1 | Y | | | 4 |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |
| 66 | 520 | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $91,034.79 | $0.00 | A | 1 | Y | | | 3 |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |
| 66 | STD | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $106,010.21 | $0.00 | A | 1 | Y | | | 3 |
| | | | | TOTAL FOR SE# 66 | | | $208,795.00 | $0.00 | | | | | | |
| | | DAYTX | YAMHILL CO. | | | | | | | | | | | |
| 67 | 450 | -0- | | 7/1/2019 - 6/30/2020 | 2190 /CSD | $24.00 | $52,560.00 | $0.00 | A | 1 | Y | | | 5 |
| | | BASEAD | YAMHILL CO. | | | | | | | | | | | |

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 159184 CONTRACTOR: YAMHILL COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| SE# | FUND | PROJ CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP DOLLARS | PART ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR: 2019-2020 | | | | | | | | | | | | | | |
| 67 | 520 | -0- | | 7/1/2019 - 6/30/2020 | 1465 /CSD | $24.00 | $17,928.08 | $0.00 | A | | 1 | Y | | |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 67 | STD | -0- | | 7/1/2019 - 6/30/2020 | 0 /CSD | $24.00 | $17,231.92 | $0.00 | A | | 1 | Y | | |
| | | | | TOTAL FOR SE# 67 | | | $87,720.00 | $0.00 | | | | | | |
| | GAMBL | YAMHILL CO. | | | | | | | | | | | | |
| 80 | 888 | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $26,140.00 | $0.00 | A | | 1 | Y | | |
| | GAMBL | YAMHILL CO. | | | | | | | | | | | | |
| 80 | 888 | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $7,725.00 | $0.00 | C | | 1 | Y | | 6 |
| | | | | TOTAL FOR SE# 80 | | | $33,865.00 | $0.00 | | | | | | |
| | GAMBL | YAMHILL CO. | | | | | | | | | | | | |
| 81 | 888 | -0- | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $38,000.00 | $0.00 | A | | 1 | Y | | |
| | | | | TOTAL FOR SE# 81 | | | $38,000.00 | $0.00 | | | | | | |
| | | | | TOTAL FOR 2019-2020 | | | $562,881.30 | $0.00 | | | | | | |
| FISCAL YEAR: 2020-2021 | | | | | | | | | | | | | | |
| | GALA03 | YAMHILL CO. | | | | | | | | | | | | |
| 3 | 888 | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $1,045.00 | $0.00 | A | | 1 | Y | | 1 |
| | | | | TOTAL FOR SE# 3 | | | $1,045.00 | $0.00 | | | | | | |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 61 | 520 | -0- | | 7/1/2020 - 12/31/2020 | 105 /CSD | $120.00 | $6,930.00 | $0.00 | A | | 1 | Y | | |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 61 | STD | -0- | | 7/1/2020 - 12/31/2020 | 0 /CSD | $120.00 | $5,670.00 | $0.00 | A | | 1 | Y | | |
| | | | | TOTAL FOR SE# 61 | | | $12,600.00 | $0.00 | | | | | | |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 62 | 708 | -0- | | 7/1/2020 - 12/31/2020 | 549 /CSD | $62.44 | $15,833.57 | $0.00 | A | | 1 | Y | | |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 62 | STD | -0- | | 7/1/2020 - 12/31/2020 | 0 /CSD | $62.44 | $18,445.99 | $0.00 | A | | 1 | Y | | |
| | | | | TOTAL FOR SE# 62 | | | $34,279.56 | $0.00 | | | | | | |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 63 | 520 | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $11,978.12 | $0.00 | A | | 1 | Y | | |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 63 | STD | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $23,251.64 | $0.00 | A | | 1 | Y | | |

## MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 159184 CONTRACTOR: YAMHILL COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| SE# | FUND | PROJ CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP DOLLARS | PART ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR: 2020-2021 | | | | | | | | | | | | | | |
| | | | | TOTAL FOR SE# 63 | | | $35,229.76 | $0.00 | | | | | | |
| | IDPF | YAMHILL CO. | | | | | | | | | | | | |
| 65 | 424 | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $14,250.00 | $0.00 | C | 1 | Y | | | 2 |
| | | | | TOTAL FOR SE# 65 | | | $14,250.00 | $0.00 | | | | | | |
| | DAYTX | YAMHILL CO. | | | | | | | | | | | | |
| 66 | 450 | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $5,875.00 | $0.00 | A | 1 | Y | | | 4 |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 66 | 520 | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $45,517.40 | $0.00 | A | 1 | Y | | | 3 |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 66 | STD | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $53,005.10 | $0.00 | A | 1 | Y | | | 3 |
| | | | | TOTAL FOR SE# 66 | | | $104,397.50 | $0.00 | | | | | | |
| | DAYTX | YAMHILL CO. | | | | | | | | | | | | |
| 67 | 450 | -0- | | 7/1/2020 - 12/31/2020 | 1098 /CSD | $24.00 | $26,352.00 | $0.00 | A | 1 | Y | | | 5 |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 67 | 520 | -0- | | 7/1/2020 - 12/31/2020 | 734 /CSD | $24.00 | $8,994.64 | $0.00 | A | 1 | Y | | | |
| | BASEAD | YAMHILL CO. | | | | | | | | | | | | |
| 67 | STD | -0- | | 7/1/2020 - 12/31/2020 | 0 /CSD | $24.00 | $8,621.36 | $0.00 | A | 1 | Y | | | |
| | | | | TOTAL FOR SE# 67 | | | $43,968.00 | $0.00 | | | | | | |
| | GAMBL | YAMHILL CO. | | | | | | | | | | | | |
| 80 | 888 | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $13,070.00 | $0.00 | A | 1 | Y | | | |
| | | | | TOTAL FOR SE# 80 | | | $13,070.00 | $0.00 | | | | | | |
| | GAMBL | YAMHILL CO. | | | | | | | | | | | | |
| 81 | 888 | -0- | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $19,000.00 | $0.00 | A | 1 | Y | | | |
| | | | | TOTAL FOR SE# 81 | | | $19,000.00 | $0.00 | | | | | | |
| | | | | TOTAL FOR 2020-2021 | | | $277,839.82 | $0.00 | | | | | | |
| | | | | TOTAL FOR A0000 159184 | | | **$840,721.12** | **$0.00** | | | | | | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: YAMHILL COUNTY
DATE: 06/06/2019

Contract#: 159184
REF#: 001

REASON FOR FAAA (for information only):

The Financial Assistance Agreement is for Addictions Treatment, Recovery and Prevention, Problem Gambling Services within the Governor's 2019-2021 Balanced Budget (GBB). The funding provided in the Financial Assistance Agreement was predicated upon Legislative approval of the Oregon Health Authority's 2019-2021 Budget, as proposed and presented within the 2019-2021 Governor's Balanced Budget (GBB), but prorated to reflect the change in Agreement duration from 24 months to 18 months. The Legislatively approved budget for OHA may include funding levels that are higher or lower than initially proposed within the GBB. Therefore, the financial assistance awarded herein may require modification, by written amendment to this Agreement and at OHA's sole discretion, to reflect the actual funding amounts provided within the 2019-2021 Legislatively Adopted Budget (LAB) for OHA and prorated for the 18-month duration. Additional ongoing approved funding changes after January 4, 2019 will be reflected in (a) subsequent amendment(s) to the Financial Assistance Agreement. All of the Exhibit A&D 60 - Special Projects Service Elements have been assigned individual Service Element numbers.

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.

A0000 1 The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Addictions Services Program Area, specifically for Problem Gambling Services. If County terminates its obligation to include Problem Gambling Services under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County the financial assistance subject to this special condition.

A0000 2 These funds are for A&D 65 IDPF Services for quarterly invoices from 7/1/2019 to 12/31/2020.

A0000 3 These funds must result in the delivery of A&D 66 Services to a minimum of 246 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after July 1, 2019. Up to 20% of 246 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirments.aspx. Under delivery of Services subject to this financial assistance may

result in recovery of funds at the rate of $ 1,200 per individual.

A0000 4 These funds are for A&D 66 for Day Treatment Services with Housing Barrier Removal Services, and are exempt from settlement.

A0000 5 These funds are for A&D 67 for Day Treatment Services with Housing Barrier Removal Services, and are exempt from settlement.

A0000 6 A) These financial assistance are for A&D 80 Problem Gambling Prevention Services special project Community Readiness Assessment Model, task to be completed are as follows: Conduct a minimum of 8 interviews to determine communities readiness level to address problem gambling, participate in all required training, and utilize findings in developing problem gambling prevention plan. County will submit a final report that describes the results of the Community Readiness Assessment and next steps for plan development. B) The financial assistance subject to this special condition will be paid to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 159184 CONTRACTOR: YAMHILL COUNTY

INPUT CHECKED BY: C.A. DATE CHECKED: 05/24/2019

| SE# | FUND | PROJ CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP DOLLARS | PART ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR: 2019-2020 | | | | | | | | | | | | | | |
| | BASE | | SYSTEM MANAGEMENT AN | | | | | | | | | | | |
| 1 | 804 | | MHS01 | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $69,638.30 | $0.00 | A | | 1 | Y | | 1 |
| | | | | TOTAL FOR SE# 1 | | | $69,638.30 | $0.00 | | | | | | |
| | BASE | | AID & ASSIST PROJECT | | | | | | | | | | | |
| 4 | 804 | | AAP | 7/1/2019 - 12/31/2019 | 0 /NA | $0.00 | $9,472.47 | $0.00 | A | | 1 | Y | | 2 |
| | | | | TOTAL FOR SE# 4 | | | $9,472.47 | $0.00 | | | | | | |
| | BASE | | ASSERTIVE COMMUNITY | | | | | | | | | | | |
| 5 | 804 | | MHACT | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $24,584.04 | $0.00 | A | | 1 | Y | | 3 |
| | | | | TOTAL FOR SE# 5 | | | $24,584.04 | $0.00 | | | | | | |
| | BASE | | NI JAIL DIVERSION | | | | | | | | | | | |
| 9 | 406 | | NIJAIL | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $271,368.70 | $0.00 | A | | 1 | Y | | 4 |
| | | | | TOTAL FOR SE# 9 | | | $271,368.70 | $0.00 | | | | | | |
| | BASE | | NI MH PROMO AND PREV | | | | | | | | | | | |
| 10 | 411 | | NIMHPP | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $85,833.32 | $0.00 | A | | 1 | Y | | 5 |
| | | | | TOTAL FOR SE# 10 | | | $85,833.32 | $0.00 | | | | | | |
| | BASE | | RENTAL ASSISTANCE | | | | | | | | | | | |
| 12 | 804 | | RNTAST | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $176,874.00 | $0.00 | A | | 1 | Y | | 6 |
| | BASE | | RENTAL ASSISTANCE | | | | | | | | | | | |
| 12 | 804 | | RNTAST | 7/1/2019 - 6/30/2020 | 20 /SLT | $0.00 | $271,680.00 | $0.00 | C | | 1 | Y | | 6 |
| | | | | TOTAL FOR SE# 12 | | | $448,554.00 | $0.00 | | | | | | |
| | CMHS | | MH BLOCK GRANT | | | | | | | | | | | |
| 20 | 301 | | BLOCK | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $100,890.96 | $0.00 | A | | 1 | Y | | 7 |
| | BASE | | NON-RESIDENTIAL MENT | | | | | | | | | | | |
| 20 | 804 | | MHNRMH | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $383,438.07 | $0.00 | A | | 1 | Y | | 8 |
| | | | | TOTAL FOR SE# 20 | | | $484,329.03 | $0.00 | | | | | | |
| | BASE | | ACUTE AND INTERMEDIA | | | | | | | | | | | |
| 24 | 804 | | ACUTE | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $174,474.75 | $0.00 | A | | 1 | Y | | 9 |
| | | | | TOTAL FOR SE# 24 | | | $174,474.75 | $0.00 | | | | | | |
| | BASE | | COMMUNITY CRISIS SER | | | | | | | | | | | |
| 25 | 406 | | CRISIS | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $154,909.50 | $0.00 | A | | 1 | Y | | 10 |

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 159184 CONTRACTOR: YAMHILL COUNTY

INPUT CHECKED BY: C.A. DATE CHECKED: 05/24/2019

| SE# | FUND | PROJ CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP DOLLARS | PART ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR: 2019-2020 | | | | | | | | | | | | | | |
| | BASE | | COMMUNITY CRISIS SER | | | | | | | | | | | |
| 25 | 804 | CRISIS | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $194,301.60 | $0.00 | A | | 1 | Y | | 10 |
| | BASE | | NI CRISIS SERVICES-M | | | | | | | | | | | |
| 25 | 806 | NICRSE | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $211,066.64 | $0.00 | A | | 1 | Y | | 11 |
| | BASE | | NI CRISIS SERVICES | | | | | | | | | | | |
| 25 | 806 | NICRSE | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $267,772.72 | $0.00 | A | | 1 | Y | | 10 |
| | | | | TOTAL FOR SE# 25 | | | $828,050.46 | $0.00 | | | | | | |
| | BASE | | EARLY ASSESSMENT AN | | | | | | | | | | | |
| 26 | 804 | EASA | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $101,970.00 | $0.00 | A | 26A | 1 | Y | | 12 |
| | | | | TOTAL FOR SE# 26 | | | $101,970.00 | $0.00 | | | | | | |
| | BASE | | INVOICE SERVICES | | | | | | | | | | | |
| 28 | 804 | INVOIC | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $120,794.75 | $0.00 | C | | 1 | Y | | 13 |
| | | | | TOTAL FOR SE# 28 | | | $120,794.75 | $0.00 | | | | | | |
| | BPSRBM | | PSRB DESIG CLIENT | | | | | | | | | | | |
| 30 | 804 | PSRB | | 7/1/2019 - 6/30/2020 | 2 /SLT | $465.27 | $11,166.48 | $0.00 | A | | 1 | Y | | 14 |
| | BPSRBM | | PSRB INVOICE SERVICE | | | | | | | | | | | |
| 30 | 804 | PSRBIS | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $15,100.00 | $0.00 | C | | 1 | Y | | 15 |
| | | | | TOTAL FOR SE# 30 | | | $26,266.48 | $0.00 | | | | | | |
| | BASE | | INVOICE SERVICES | | | | | | | | | | | |
| 34 | 804 | INVOIC | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $100,000.00 | $0.00 | C | | 1 | Y | | 19 |
| | | | | TOTAL FOR SE# 34 | | | $100,000.00 | $0.00 | | | | | | |
| | BASE | | GERO SPECIALISTS | | | | | | | | | | | |
| 35 | 804 | GERO | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $121,894.83 | $0.00 | A | 35A | 1 | Y | | 16 |
| | | | | TOTAL FOR SE# 35 | | | $121,894.83 | $0.00 | | | | | | |
| | BASE | | PASARR FUNDS | | | | | | | | | | | |
| 36 | 804 | PASARR | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $7,500.00 | $0.00 | C | | 1 | Y | | 17 |
| | | | | TOTAL FOR SE# 36 | | | $7,500.00 | $0.00 | | | | | | |
| | BASE | | SUPPORTED EMPLOYMENT | | | | | | | | | | | |
| 38 | 804 | SUPEMP | | 7/1/2019 - 6/30/2020 | 0 /NA | $0.00 | $71,148.61 | $0.00 | A | | 1 | Y | | 18 |
| | | | | TOTAL FOR SE# 38 | | | $71,148.61 | $0.00 | | | | | | |
| | | | | TOTAL FOR 2019-2020 | | | $2,945,879.74 | $0.00 | | | | | | |

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 159184 CONTRACTOR: YAMHILL COUNTY

INPUT CHECKED BY: C.A. DATE CHECKED: 05/24/2019

| SE# | FUND | PROJ CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP PART DOLLARS ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR: 2020-2021 | | | | | | | | | | | | | |
| | BASE | | SYSTEM MANAGEMENT AN | | | | | | | | | | |
| 1 | 804 | MHS01 | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $34,819.15 | $0.00 | A | 1 | Y | | 1 |
| | | | | TOTAL FOR SE# 1 | | | $34,819.15 | $0.00 | | | | | |
| | BASE | | ASSERTIVE COMMUNITY | | | | | | | | | | |
| 5 | 804 | MHACT | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $12,292.02 | $0.00 | A | 1 | Y | | 3 |
| | | | | TOTAL FOR SE# 5 | | | $12,292.02 | $0.00 | | | | | |
| | BASE | | NI JAIL DIVERSION | | | | | | | | | | |
| 9 | 406 | NIJAIL | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $135,684.35 | $0.00 | A | 1 | Y | | 4 |
| | | | | TOTAL FOR SE# 9 | | | $135,684.35 | $0.00 | | | | | |
| | BASE | | NI MH PROMO AND PREV | | | | | | | | | | |
| 10 | 411 | NIMHPP | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $42,916.66 | $0.00 | A | 1 | Y | | 5 |
| | | | | TOTAL FOR SE# 10 | | | $42,916.66 | $0.00 | | | | | |
| | BASE | | RENTAL ASSISTANCE | | | | | | | | | | |
| 12 | 804 | RNTAST | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $88,437.00 | $0.00 | A | 1 | Y | | 6 |
| | BASE | | RENTAL ASSISTANCE | | | | | | | | | | |
| 12 | 804 | RNTAST | | 7/1/2020 - 12/31/2020 | 20 /SLT | $0.00 | $135,840.00 | $0.00 | C | 1 | Y | | 6 |
| | | | | TOTAL FOR SE# 12 | | | $224,277.00 | $0.00 | | | | | |
| | CMHS | | MH BLOCK GRANT | | | | | | | | | | |
| 20 | 301 | BLOCK | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $50,445.48 | $0.00 | A | 1 | Y | | 7 |
| | BASE | | NON-RESIDENTIAL MENT | | | | | | | | | | |
| 20 | 804 | MHNRMH | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $191,719.04 | $0.00 | A | 1 | Y | | 8 |
| | | | | TOTAL FOR SE# 20 | | | $242,164.52 | $0.00 | | | | | |
| | BASE | | ACUTE AND INTERMEDIA | | | | | | | | | | |
| 24 | 804 | ACUTE | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $87,237.38 | $0.00 | A | 1 | Y | | 9 |
| | | | | TOTAL FOR SE# 24 | | | $87,237.38 | $0.00 | | | | | |
| | BASE | | COMMUNITY CRISIS SER | | | | | | | | | | |
| 25 | 406 | CRISIS | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $77,454.75 | $0.00 | A | 1 | Y | | 10 |
| | BASE | | COMMUNITY CRISIS SER | | | | | | | | | | |
| 25 | 804 | CRISIS | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $97,150.80 | $0.00 | A | 1 | Y | | 10 |
| | BASE | | NI CRISIS SERVICES | | | | | | | | | | |
| 25 | 806 | NICRSE | | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $133,886.36 | $0.00 | A | 1 | Y | | 10 |

MODIFICATION INPUT REVIEW REPORT

MOD#: M0000

CONTRACT#: 159184 CONTRACTOR: YAMHILL COUNTY

INPUT CHECKED BY: C.A. DATE CHECKED: 05/24/2019

| SE# | FUND | PROJ CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP PART DOLLARS ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR: 2020-2021 | | | | | | | | | | | | | |
| | BASE | | NI CRISIS SERVICES-M | | | | | | | | | | |
| 25 | 806 | | NICRSE | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $105,533.32 | $0.00 | A | 1 | Y | | 11 |
| | | | | TOTAL FOR SE# 25 | | | $414,025.23 | $0.00 | | | | | |
| | BASE | | EARLY ASSESSMENT AN | | | | | | | | | | |
| 26 | 804 | | EASA | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $50,985.00 | $0.00 | A 26A | 1 | Y | | 12 |
| | | | | TOTAL FOR SE# 26 | | | $50,985.00 | $0.00 | | | | | |
| | BASE | | INVOICE SERVICES | | | | | | | | | | |
| 28 | 804 | | INVOIC | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $60,397.38 | $0.00 | C | 1 | Y | | 13 |
| | | | | TOTAL FOR SE# 28 | | | $60,397.38 | $0.00 | | | | | |
| | BPSRBM | | PSRB DESIG CLIENT | | | | | | | | | | |
| 30 | 804 | | PSRB | 7/1/2020 - 12/31/2020 | 2 /SLT | $465.27 | $5,583.24 | $0.00 | A | 1 | Y | | 14 |
| | BPSRBM | | PSRB INVOICE SERVICE | | | | | | | | | | |
| 30 | 804 | | PSRBIS | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $7,550.00 | $0.00 | C | 1 | Y | | 15 |
| | | | | TOTAL FOR SE# 30 | | | $13,133.24 | $0.00 | | | | | |
| | BASE | | INVOICE SERVICES | | | | | | | | | | |
| 34 | 804 | | INVOIC | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $50,000.00 | $0.00 | C | 1 | Y | | 19 |
| | | | | TOTAL FOR SE# 34 | | | $50,000.00 | $0.00 | | | | | |
| | BASE | | GERO SPECIALISTS | | | | | | | | | | |
| 35 | 804 | | GERO | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $60,947.42 | $0.00 | A 35A | 1 | Y | | 16 |
| | | | | TOTAL FOR SE# 35 | | | $60,947.42 | $0.00 | | | | | |
| | BASE | | PASARR FUNDS | | | | | | | | | | |
| 36 | 804 | | PASARR | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $3,750.00 | $0.00 | C | 1 | Y | | 17 |
| | | | | TOTAL FOR SE# 36 | | | $3,750.00 | $0.00 | | | | | |
| | BASE | | SUPPORTED EMPLOYMENT | | | | | | | | | | |
| 38 | 804 | | SUPEMP | 7/1/2020 - 12/31/2020 | 0 /NA | $0.00 | $35,574.31 | $0.00 | A | 1 | Y | | 18 |
| | | | | TOTAL FOR SE# 38 | | | $35,574.31 | $0.00 | | | | | |
| | | | | TOTAL FOR 2020-2021 | | | $1,468,203.66 | $0.00 | | | | | |
| | | | | TOTAL FOR M0000 159184 | | | **$4,414,083.40** | **$0.00** | | | | | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: YAMHILL COUNTY
DATE: 05/28/2019

Contract#: 159184
REF#: 000

REASON FOR FAAA (for information only):

The Financial Assistance Agreement is for Mental Health Services within the Governor's 2019-2021 Balanced Budget (GBB). The funding provided in the Financial Assistance Agreement was predicated upon Legislative approval of the Oregon Health Authority's 2019-2021 Budget, as proposed and presented within the 2019-2021 Governor's Balanced Budget (GBB). The Legislatively approved budget for OHA may include funding levels that are higher or lower than initially proposed within the GBB. Therefore, the financial assistance awarded herein may require modification, by written amendment to this Agreement and at OHA's sole discretion, to reflect the actual funding amounts provided within the 2019-2021 Legislatively Adopted Budget (LAB) for OHA. Additional ongoing approved funding changes after January 4, 2019 will be reflected in subsequent amendments to the Financial Assistance Agreement. Funding categories in Service Elements MHS 20, MHS 26, MHS 27, and MHS 28 have been modified due to the Mental Health Rate Standardization project. All of the Exhibit MHS 37 - Special Projects Service Elements have been assigned individual Service Element numbers. In addition, some Service Elements have been split into two individual Service Elements in order to separate Adult and Children services for 2019-21.

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.

| | | |
|---|---|---|
| M0000 | 1 | These funds are for MHS 1. |
| M0000 | 2 | These funds are for MHS 4. |
| M0000 | 3 | These funds are for MHS 5. |
| M0000 | 4 | These funds are for MHS 9. |
| M0000 | 5 | These funds are for MHS 10. |
| M0000 | 6 | These funds are for MHS 12. |
| M0000 | 7 | A) These funds may only be used in accordance with federal regulations related to Mental Health Block Grant. B) These funds are for MHS 20. |
| M0000 | 8 | These funds are for MHS 20. |
| M0000 | 9 | These funds are for MHS 24 for Acute Psychiatric Inpatient |

Services.

M0000 10 These funds are for MHS 25.

M0000 11 These funds are for MHS 25 for Mobile Crisis Services.

M0000 12 These funds are for MHS 26A (EASA).

M0000 13 A) These funds are for MHS 28 for Invoice Services from 07/01/2019 to 12/31/2020 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0000 14 MHS 30 Rate and Slot: For slots utilized during a particular month, OHA will provide financial assistance at the rate of $465.27 per month per slot for up to 2 slots.

M0000 15 A) These funds are for MHS 30 for PSRB Invoice Services from 07/01/2019 to 12/31/2020 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0000 16 These funds are for MHS 35A.

M0000 17 A) These funds are for MHS 36 for Non-Medicaid clients. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by

County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0000 18 These funds are for MHS 38.

M0000 19 A) These funds are for MHS 34 for Invoice Services from 07/01/2019 to 12/31/2020 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

## EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

### 1. Format and Abbreviations in Financial Assistance Award

**a. Heading.** The heading of the Financial Assistance Award consists of the following information:

**(1)** **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.

**(2)** **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).

**(3)** **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.

**(4)** **Input Checked** is for OHA's internal use only.

**(5)** **Date Checked** is for OHA's internal use only.

**b. Financial and Service Information**. Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit E, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:

**(1)** **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.

**(2)** **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD's financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:

**(a)** 301 Mental Health Block Grant (MHBG) – Federal Funds

**(b)** 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds

**(c)** 401 Mental Health Marijuana Tax – Other Funds

**(d)** 406 Tobacco Tax New Investments – Other Funds

**(e)** 411 Tobacco Master Settlement Account – Other Funds

**(f)** 420 Beer and Wine Tax (20%) – Other Funds

**(g)** 421 Beer and Wine Tax (40%) Treatment – Other Funds

**(h)** 424 Intoxicated Driver Program Fund Outpatient – Other Funds

**(i)** 426 Criminal Finds Assessment Prevention – Other Funds

**(j)** 427 Marijuana Tax (20%) – Other Funds

**(k)** 450 Marijuana Tax (40%) – Other Funds

**(l)** 550 Medication Assisted Treatment – Federal Funds

**(m)** 560 State Opioid Response – Federal Funds

**(n)** 570 State Targeted Response to Opioid Crisis – Federal Funds

**(o)** 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds

**(p)** 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds

**(q)** 804 Mental Health – General Funds

**(r)** 806 Mental Health New Investments – General Funds

**(s)** 807 Alcohol and Drug Treatment – General Funds

**(t)** 888 Gambling Treatment – Lottery Funds

**(u)** 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match

**(v)** STD Standard Fund Splits – Uses multiple fund types by percentage.

**(w)** SMI Standard Fund Splits – Uses multiple fund types by percentage.

**(x)** SDX Standard Fund Splits – Uses multiple fund types by percentage.

**(y)** SBD Standard Fund Splits – Uses multiple fund types by percentage.

**(z)** SBT Standard Fund Splits – Uses multiple fund types by percentage.

**(aa)** DDX Standard Fund Splits – Uses multiple fund types by percentage.

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment.

**(3)** **Column 3, Proj Code:** This item is for OHA internal use only.

**(4)** **Column 4, CPMS:** This item is for OHA's internal use only.

**(5)** **Column 5, Provider:** This is either the Provider's name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.

**(6)** **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method "A" (as described in Section (11), "Column 11, Part ABC," below), these dates also specify the time period during which the approved Service funds will be disbursed to County.

**(7)** **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period, as specified on that line of the Financial Assistance Award. This column will be blank, followed by NA if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three-character designations and have the following meanings:

**(a)** **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.

**(b)** **N/A:** N/A means Slot Change/type is not applicable to the particular line.

**(c)** **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.

**(8)** **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds, as set forth on that line of the Financial Assistance Award.

**(9)** **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.

**(10)** **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses, incurred in initiating, expanding, or upgrading the specified Service, or for other special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit J of this Agreement and with startup procedures within the applicable Service Elements.

**(11)** **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:

**(a)** The letter 'A' indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, "Effective Dates."

**(b)** The letter 'B' indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.

**(c)** The letter 'C' indicates OHA will disburse the awarded funds in the manner specified in Column 16, "SP#."

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

**(12)** **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.

**(13)** **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.

**(14)** **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:

**(a)** The letter "Y" in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA's funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.

**(b)** The letter "N" in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.

**(c)** The letter "M" in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are "maybe" going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium's Agreements. This code is typically used for Services paid by Federal Grants.

**(15)** **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.

**(16)** **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special

Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

**2. Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an "Amending Line") amends an existing line of the Financial Assistance Award (a "Corresponding Line") if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same Child and Adolescent Needs and Strengths (CANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2019-2021 INTERGOVERNMENTAL AGREEMENT**
**FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT D**
**SPECIAL TERMS AND CONDITIONS**

1. **County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the "Mental Health Alcoholism and Drug Services Account"), County shall maintain its 2019-2020 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2018-2019 Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2020-2021financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2019-2020 OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.

2. **Limitations on use of Financial Assistance Awarded Addiction Treatment, Recovery, & Prevention Services.** Financial assistance awarded under this Agreement for Addiction Treatment, Recovery, & Prevention Services (as reflected in the Financial Assistance Award), may not be used to:

   **a.** Provide inpatient hospital services;

   **b.** Make cash payments to intended recipients of health services;

   **c.** 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;

   **d.** Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or

   **e.** 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 specifically 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. County shall maintain separate fund balances for the Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

4. **County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765, as such statutes and rules may be revised from time to time.

5. **Trauma Informed Services** also referred to as **Trauma Informed Care (TIC)**. CMHP shall comply with OAR 309-019-0105(114) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care (TIC) Policy located at https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf.

CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

**6.** **Promotion, Prevention, Early Identification and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.

**7.** **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.

**8.** **Performance Standards and Quality Measures.** County shall comply with the following:

**a.** A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.

**b.** The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.

**(1)** **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.

**(2)** **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.

**(3)** **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

**(4)** **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving Addiction Treatment, Recovery, & Prevention Services with funds

provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

**(5)** **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

**(6)** **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

**(7)** **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to Addiction Treatment, Recovery, & Prevention Services only.

**(8)** **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:

**(a)** **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

**(b)** **Supported Housing:** This measure is to count integrated housing for Individuals with Serious and Persistent Mental Illness (SPMI). The measure will be calculated based on the Individuals receiving rental assistance through the Rental Assistance Program and through the identification of Supported Housing in the community.

**(c)** **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

**(d)** **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of

Individuals with a goal of improved attendance. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

**(e)** **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

**(f)** **Oregon State Hospital (OSH) Ready to Transition List (RTT):** All Contractors need to work together to make sure when an Individual is deemed Ready To Transition, they are discharged timely and with the appropriate Services and supports. This measure will be calculated by identifying the length of time from RTT to discharge for Individuals at OSH under civil commitment.

This measure applies only to Community Mental Health services. **9.** Upon OHA's identification of any deficiencies in the County's performance under this Agreement, including without limitation failure to submit reports as required, failure to expend available funding, or failure to meet performance requirements, County shall prepare and submit to OHA within 30 calendar days a Corrective Action Plan (CAP) to be reviewed and approved by OHA. The CAP shall include, but is not limited to, the following information:

**a.** Reason or reasons for the CAP;

**b.** The date the CAP will become effective, with timelines for implementation;

**c.** Planned action already taken to correct the deficiencies, as well as proposed resolutions to address remaining deficits identified, with oversight and monitoring by OHA; and

**d.** Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

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**EXHIBIT E**
**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 Recovery of Financial Assistance section below.

**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 F, "Standard Terms and Conditions," has occurred.

**(2)** County's representations and warranties, as set forth in Section 4 of Exhibit F, "Standard Terms and Conditions," 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**. If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") 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 Recovery of Misexpenditures section 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 or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.

**(b) Appeals Process.** Upon receipt of the final notice, 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 was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was 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 the Recovery from Future Payment section below. If OHA and County are unable to agree 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 State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.

**(c) Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, 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 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, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). 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, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to 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 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)** If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") 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 the Appeal Process section below.

**(b)** **County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or 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 Misexpenditure as identified by OHA in the notice; or

**ii.** Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or

**iii.** Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

**(c)** **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, 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 20(b) or (c) of Exhibit A, "Definitions," County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of 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 in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County's request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the 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 OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section 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 State of Oregon 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 20(a) of Exhibit A, "Definitions," 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, 30 calendar 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 requests, 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, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the 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 Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also 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 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar 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 Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section 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 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar 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 the Recovery from Future Payments section below.

**D.** Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by 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 OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.

OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's 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 OHA 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 OHA writing.

**IV.** If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the 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, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.

**VII.** OHA rule does not authorize an expenditure that this Agreement prohibits.

**(d) Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, 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 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 agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice 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 OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to 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 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 and 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 upon 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.** 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 Award Adjustments section 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 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 62, A&D 65, A&D 80, A&D 81, A&D 82, A&D 83 and A&D 84, 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 Award Adjustments section, 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. 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 calendar 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 the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar 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 alternation. 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 the Provider Monitoring section below, 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 the Provider Monitoring section below, 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 those 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 federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit H, "Required Provider Contract Provisions," 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.

**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 on the part of the Provider. 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 Program Element services, County shall make available to Client, without charge, upon the Client's reasonable request:

**a.** All written materials related to the services provided to the Client in alternate formats.

**b.** All written materials related to the services provided to the Client in the Client's language.

**c.** Oral interpretation services related to the services provided to the Client to the Client in the Client's language.

**d.** Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or County, in the prevalent non-English language(s) within the County service area.

**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 Exhibit F, Termination section; or (c) termination by the County, in accordance with Exhibit F, Termination section, 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 MOTS data as 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 C 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 (http://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx) under 40.10.00 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 Chief Health Systems Officer for the Health Systems 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 Alternative Dispute Resolution 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:

**(1)** Network;

**(2)** Personal Computer;

**(3)** Printer/Plotter;

**(4)** Server;

**(5)** Storage device that will contain client information;

**(6)** Storage device that will not contain client information, when the acquisition cost is $100 or more; and

**(7)** 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 electronically to the Agreement Administrator at amhcontract.administrator@state.or.us by June 30th of the first fiscal year and at the end of the remainder of the term of this Contract. 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 Providers. 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 75.320, 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 Disbursement and Recovery of Financial Assistance above.

**2017-2019 INTERGOVERNMENTAL AGREEMENT**
**FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT F**
**STANDARD TERMS AND CONDITIONS**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145, (e) 45 CFR 164 Subpart C, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Representations and Warranties.**

   **a.** County represents and warrants as follows:

      **(1) Organization and Authority**. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

**(2)** **Due Authorization**. The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

**(3)** **Binding Obligation**. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**(4)** County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;

**(5)** County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and

**(6)** County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**(7)** **Services**. To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

**b.** OHA represents and warrants as follows:

**(1)** **Organization and Authority**. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

**(2)** **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

**(3) Binding Obligation**. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. Warranties Cumulative**. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Ownership of Intellectual Property.**

**a.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

**b.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

**c.** County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

**6. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

**b.** Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

**c.** County: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or

**d.** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets; or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

**7. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

**b.** Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

**8. Termination.**

**a. County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:

**(1)** For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;

**(2)** Upon 45 calendar days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

**(3)** Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

**(4)** Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:

**(1)** For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;

**(2)** Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

**(3)** Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

**(4)** Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;

**(5)** Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or

**(6)** Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.

**c.** OHA and County agree that this Agreement extends to September 1, 2021, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, "Financial Assistance Award") for Services performed, or not performed, by County during the 2019-21 biennium and prior to July 1, 2021. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after December 31, 2020.

**9. Effect of Termination.**

**a. Entire Agreement.**

**(1)** Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.

**(2)** Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

**b. Individual Program Area or Service.**

**(1)** Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA's obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that

Service, during the period from the effective date of this Agreement through the termination of OHA's obligation to provide financial assistance for that Service.

**(2)** Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.

**(3)** Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Community Mental Health Services (MHS 01) and System Management and Coordination - Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP;, and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.

**(4)** Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

**c. Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:

**(1)** Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and

**(2)** Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

**d.** **Survival.** Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit E. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

**10.** **Insurance.** County shall require Providers to maintain insurance as set forth in Exhibit I, "Provider Insurance Requirements," which is attached hereto.

**11.** **Records Maintenance; Access and Confidentiality**.

**a.** **Access to Records and Facilities**. OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.

**b.** **Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.

**c.** **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.

**d.** **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:

**(1)** Client identification;
**(2)** Problem assessment;
**(3)** Treatment, training or care plan;
**(4)** Medical information when appropriate; and
**(5)** Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

**e.** **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

**12.** **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants County, its Provider(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its Provider(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**13.** **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

14. **Assignment of Agreement, Successors in Interest.**

a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

15. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

**OHA**: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324

**COUNTY**: Contact Name: Silas Halloran-Steiner
Title: Director Yamhill County Health & Human Services Dept.
Street Address: 627 NE Evans Street
City, State Zip: McMinnville, OR 97128
Telephone: 503-434-7523 Facsimile: 503-474-3850
Email: halloras@co.yamhill.or.us

**19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

**20. Counterparts.** This Agreement and any subsequent amendments may be executed in several 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 Agreement and any amendments so executed shall constitute an original.

**21. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

**22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

**23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**24. Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**2019-2021 INTERGOVERNMENTAL AGREEMENT**
**FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

## EXHIBIT G
## REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of section 2 of Exhibit F, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than $10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds $100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).

5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:

   **a.** No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

   **b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

   **c.** The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

   **d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   **e.** No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

   **f.** No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

**g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

**h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient 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. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub recipient 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.

**8. Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9.** **Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

**10.** **Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

**11.** **Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

**a.** Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a) (27); 42 CFR Part 431.107(b)(1) & (2).

**b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

**c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.

**d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

**e.** Entities receiving $5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).

**12. ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

**13. Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.

**14. Disclosure.**

**a.** 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

**b.** 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

**c.** OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

**15. Special Federal Requirements Applicable to Addiction Treatment, Recovery, & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.**

**a. Order for Admissions:**

**(1)** Pregnant women who inject drugs;

**(2)** Pregnant substance abusers;

**(3)** Other Individuals who inject drugs; and

**(4)** All others.

**b. Women's or Parent's Services.** If County provides A&D 61 and A&D 62 Services, County must:

**(1)** Treat the family as a unit and admit both women or parent and their children if appropriate.

**(2)** Provide or arrange for the following services to pregnant women and women with dependent children:

**(a)** Primary medical care, including referral for prenatal care;

**(b)** Pediatric care, including immunizations, for their children;

**(c)** Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;

**(d)** Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and

**(e)** Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

**c. Pregnant Women**. If County provides any Addiction Treatment, Recovery, & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, County must:

**(1)** Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

**(2)** If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women 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. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and

**(3)** Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

**d. Intravenous Drug Abusers.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach 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 7 calendar 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 calendar days after the request for admission to County is made;

**(b)** 120 calendar 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; or

**(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.

**e. Infectious Diseases.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:

**(1)** Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted

diseases, based on protocols established by OHA, for every Individual seeking Services from County; and

**(2)** Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.

**(3)** For purposes of (2) above, "tuberculosis services" means:

**(a)** Counseling the Individual with respect to tuberculosis;

**(b)** Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and

**(c)** Appropriate treatment services.

**f.** **OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention and Problem Gambling Service delivery to persons referred by OHA.

**g.** **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention, and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:

**(1)** Providing, if needed, hearing impaired or foreign language interpreters.

**(2)** Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit E, "General Terms and Conditions," Section 7., "Alternative Formats and Translation of Written Materials, Interpreter Services").

**(3)** Providing devices that assist in minimizing the impact of the barrier.

**(4)** Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.

**h.** **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.

**i.** **Oregon Residency.** Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident. **j.** **Tobacco Use**. If County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to

eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

**k.** **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery, & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery, & Prevention Service to that Individual.

**16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.**

**Funding requirements.** TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

**a.** Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.

**b.** Be an Oregon resident.

**c.** Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical Services may be provided with TANF Block Grant funds.

**17. Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.

**18. 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.

**19. 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/hsd/amh/Pages/federal-reporting.aspx.

**20. Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

**a. Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**b. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

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**EXHIBIT H**
**REQUIRED PROVIDER CONTRACT PROVISIONS**

**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 Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:

**(1)** Provide inpatient hospital services;

**(2)** Make cash payments to intended recipients of health services;

**(3)** 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)** 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); or

**(5)** 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), 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 calendar 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.

**2. Records Maintenance, Access and Confidentiality**.

**a. Access to Records and Facilities**. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.

**b. Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.

**c. Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.

**d. Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:

**(1)** Client identification;

**(2)** Problem assessment;

**(3)** Treatment, training and/or care plan;

**(4)** Medical information when appropriate; and

**(5)** Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

**e.** **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

**f.** **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract 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/hsd/amh-mots/Pages/index.aspx, and the "Who Reports in MOTS Policy" as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

1. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
2. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
3. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
4. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

**3. Alternative Formats of Written Materials, Interpreter Services.**

In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

**a.** All written materials related to the services provided to the Client in alternate formats.

**b.** All written materials related to the services provided to the Client in the Client's language.

**c.** Oral interpretation services related to the services provided to the Client in the Client's language.

**d.** Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

**4. Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

**a.** Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.

**b.** All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14. Disclosure.

**5. Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G "Required Federal Terms and Conditions," to the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

**6.** Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

**7.** To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.

**8.** Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

**9.** Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.

**10.** First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I "Provider Insurance Requirements," of the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.

**11.** Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

**12.** Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

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## EXHIBIT I
## PROVIDER INSURANCE REQUIREMENTS

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"); and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a “first tier” Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

**TYPES AND AMOUNTS.**

**1. Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

**2. Professional Liability: ☒ Required by OHA ☐ Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract containing the following Services: | Required Insurance Amount: |
|---|---|
| A&D 03, A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, , MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHA 16, MHS 16A, MHS 20, MHS 22, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39, MHS | $1,000,000 |
| | |
| A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31 | $2,000,000 |

**3. Commercial General Liability: ☒ Required by OHA ☐ Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract containing the following services: | Required Insurance Amount: |
|---|---|
| A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 22, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39 | $1,000,000 |

**4. Automobile Liability: ☒ Required by OHA ☐ Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract not-to-exceed under this Agreement: | Required Insurance Amount: |
|---|---|
| A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 22, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39, | $1,000,000 |
| | |
| MHS 27, MHS 28, MHS 28A | $2,000,000 |

**5. Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**6. Notice of Cancellation or Change.** The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**7. "Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and County 's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**8. Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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**EXHIBIT J**
**START-UP PROCEDURES**

**Addiction Treatment, Recovery, & Prevention, and Problem Gambling (Service Element A&D 60)**
**Community Mental Health (Service Element MHS 37)**

## INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under $10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

### Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

**1. Basis and Method of Payment**

**a.** Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.

**b.** After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

**c.** A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:

**(1)** When OHA Start-Up funds in the amount of $1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97301

**(2)** When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

**2. Special Written Approval Authorizations**

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

**a. WHEN LEASING:**

**(1)** Acquisition of real property, vehicles or capital items pursuant to a Lease;

**(2)** Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and

**(3)** Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

**b. OTHER:**

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

**3. Release of Payments**

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

**4. Start-Up Expenditure Documentation Maintained by County**

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

**a.** The amount advanced;

**b.** The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and

**c.** Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

**5. Expenditure Reports to OHA**

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

**6. Recovery of Start-Up Funds**

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

**a.** Bill County for subject funds;

**b.** Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or

**c.** Take other action needed to obtain payment.

**7. Dedicated Use Requirement**

Vehicles costing $1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

**8. Removal of Liens**

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

## ALLOWABLE START-UP EXPENDITURES

Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling

**1.** **Policies**: Start-Up funds:

**a.** Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.

**b.** Must be expended only for items and services listed below.

**c.** Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.

**d.** Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

**2.** **Allowable Costs**

**a.** **Personnel Costs**: Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.

**(1)** Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;

**(2)** OPE costs; and

**(3)** Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).

**b.** **Facility Costs**: Up to 2 months prior to opening, or as otherwise approved by OHA.

**(1)** Lease/mortgage payments and deposits;

**(2)** Property taxes and maintenance fees not included in lease or mortgage payments;

**(3)** Utility costs, including hook-up fees;

**(4)** Equipment rental costs; and

**(5)** Initial insurance premiums (general liability and professional liability insurance).

**c.** **Program Staff Training**: Up to 2 weeks for program staff, or as otherwise approved by OHA:

**(1)** Training materials;

**(2)** Training fees;

**(3)** Trainer fees; and

**(4)** Travel costs (excluding out of state).

**d.** **Services and Supplies**:

**(1)** Program and office supplies; and

**(2)** Initial supplies of food, maintenance, and housekeeping items.

**e.** **Capital Outlay**:

**(1)** Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;

**(2)** Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;

**(3)** Office furnishings and equipment proportionate to size of residential program/staff being implemented;

**(4)** Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and

**(5)** Renovation of real property costing less than $10,000.

**2019-2021 INTERGOVERNMENTAL AGREEMENT**
**FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT K**
**CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

| Yamhill County | | | | |
|---|---|---|---|---|
| **Service Description #** | **Service Description Name** | **Vendor or Sub-recipient** | **All Funding Sources** | **CFDA #** |
| MHS 01 | System Management and Coordination | | N/A | |
| A&D 03 | System Management and Coordination - Addictions Services | | N/A | |
| | | | | |
| A&D 60 | Start-Up - Addictions Services | | N/A | |
| A&D 61 | Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services | Subrecipient | SAPT | 93.959 |
| A&D 62 | Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment | Vendor | TANF | 93.558 |
| A&D 63 | Peer Delivered Services | Subrecipient | SAPT | 93.959 |
| A&D 64 | Housing Assistance | | N/A | |
| A&D 65 | Intoxicated Driver Program Fund (IDPF) | | N/A | |
| A&D 66 | Community Behavioral and Addiction Treatment, Recovery & Prevention Services | Subrecipient | SAPT | 93.959 |
| A&D 67 | Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity | Subrecipient | SAPT | 93.959 |
| A&D 71 | Youth Addiction, Recovery & Prevention Residential Treatment Services | | N/A | |
| A&D 80 | Problem Gambling Prevention Services | | N/A | |
| A&D 81 | Problem Gambling Treatment Services | | N/A | |
| A&D 82 | Problem Gambling Residential Services | | N/A | |
| A&D 83 | Problem Gambling Respite Treatment Services | | N/A | |

| | | | | |
|---|---|---|---|---|
| A&D 84 | Problem Gambling Client Finding Outreach Services | | N/A | |
| | | | | |
| MHS 04 | Aid and Assist Client Services | | N/A | |
| MHS 05 | Assertive Community Treatment Services | | N/A | |
| MHS 08 | Crisis and Acute Transition Services (CATS) | | N/A | |
| MHS 09 | Jail Diversion | | N/A | |
| MHS 10 | Mental Health Promotion and Prevention Services | | N/A | |
| MHS 12 | Rental Assistance Program Services | | N/A | |
| MHS 13 | School-Based Mental Health Services | | N/A | |
| MHS 15 | Young Adult Hub Programs (YAHP) | | N/A | |
| MHS 16 | Peer Delivered Services (PDS) | | N/A | |
| MHS 16A | Veterans Peer Delivered Services | | N/A | |
| MHS 20 | Non-Residential Mental Health Services For Adults | Subrecipient | MHBG | 93.958 |
| MHS 22 | Non-Residential Mental Health Services For Child and Youth | | N/A | |
| MHS 24 | Acute and Intermediate Psychiatric Inpatient Services | | N/A | |
| MHS 25 | Community MH Crisis Services for Adults and Children | | N/A | |
| MHS 26 | Non-Residential Mental Health Services for Youth & Young Adults In Transition | | N/A | |
| MHS 26A | Early Assessment and Support Alliance (EASA) | | N/A | |
| MHS 27 | Residential Mental Health Treatment Services for Youth and Young Adults In Transition | | N/A | |
| MHS 28 | Residential Treatment Services | | N/A | |
| MHS 28A | Secure Residential Treatment Facility | | N/A | |
| MHS 30 | Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board | | N/A | |

| | | | | |
|---|---|---|---|---|
| MHS 31 | Enhanced Care and Enhanced Care Outreach Services | | N/A | |
| MHS 34 | Adult Foster Care Services | | N/A | |
| MHS 35 | Older or Disabled Adult Mental Health Services | | N/A | |
| MHS 35A | Gero-Specialist | | N/A | |
| MHS 35B | APD Residential | | N/A | |
| MHS 36 | Pre-Admission Screening and Resident Review Services (PASRR) | | N/A | |
| MHS 37 | Start-Up - Community Mental Health | | N/A | |
| MHS 38 | Supported Employment Services | | N/A | |
| MHS 39 | Projects For Assistance In Transition From Homelessness Services (PATH) | | N/A | |

B.O. 19-228
Exhibit "A"