

April 13, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of Amendment #8 increasing funding of an Intergovernmental Agreement with the Oregon Health Authority to finance Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services. Amendment value is \$3,000.00 for six months. Agreement value is increased to \$15,401,689.98 for 1.5 years. Funding through Oregon Health Authority. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Agreement December 16, 2021, Agenda Item 20211216 III.a.ii.; Amendment #01 March 15, 2022, Agenda Item 20220317 IV.A.6; Amendment #02 April 21, 2022, 20220421 IV.B.ii; Amendment #03 April 21, 2022, Agenda Item 20220421 IV.B.iii; Amendment #04 May 12, 2022, Agenda Item 20220512 I.E.vi; Amendment #05 July 14, 2022, Agenda Item 20220714 III.E.5; Amendment #06 February 2, 2023, Agenda Item 20230202 III.C.3; Amendment #7 Issues March 28, 2023; Amendment #8 Issues April 11, 2023		
<b>Performance Clackamas</b>	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Mary Rumbaugh	<b>Contact Phone</b>	503-742-5305

**EXECUTIVE SUMMARY:** The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of Amendment #08 to Intergovernmental Agreement #173129 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health, and addiction services to Clackamas County.

Amendment #08 impacts one service description funded through this IGA: A&D 65 – Intoxicated Driver Program Fund. Funds added through this service description are allocated for DUII Education services for Veterans.

This is a new funding requirement. Behavioral Health will work with Veterans Services to provide this education related to DUII for this population.

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Amendment #08 adds \$3,000.00 for six months of services expiring June 30, 2023. This Amendment increases the Agreement value to \$15,401,689.98.

**RECOMMENDATION:** Staff recommends Board approval of this Amendment.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook, Director  
Health, Housing and Human Services



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**EIGHTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &  
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173137**

This Eighth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County** (“County”).

**RECITALS**

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

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in **Attachment 1** attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. The Service Description, **A&D 65** “INTOXICATED DRIVER PROGRAM FUND (IDPF) set forth in Exhibit B-1, item #7, is hereby amended to read in its entirety as set forth in **Attachment 2** attached hereto and incorporated herein by this reference.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

7. **County Data.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

**8. Signatures.**

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

**Clackamas County**

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

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

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

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

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

**ATTACHMENT 1**  
**EXHIBIT C**  
**Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MODE: A0105

CONTRACT#: 173129

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: \_\_\_\_\_

DATE CHECKED: \_\_\_\_\_

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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FISCAL YEAR: 2022-2023

65	887	-0-		CLACKAMAS COUNTY	1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$3,000.00	\$0.00	C	1	Y		1
TOTAL FOR SE# 65								\$3,000.00	\$0.00					
TOTAL FOR 2022-2023								\$3,000.00	\$0.00					
TOTAL FOR A0105 173129								\$3,000.00	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY  
DATE: 03/06/2023

Contract#: 173129  
REF#: 010

REASON FOR FAAA (for information only):

Intoxicated Driver Program Fund (A&D 65 IDPF), funds are awarded.

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.

A0105 1A) These funds are for DUII Education services for Veterans. B)  
Funds are for A&D 65 services for invoices from 1/01/2023 to  
6/30/2023.

## ATTACHMENT 2

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

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

(1) **Service Description**

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

- (a) Eligible Services to Oregon residents who have been adjudicated in an Oregon court for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (b) Special Services provided for individuals adjudicated for DUII.

**Definitions**

- (a) “Eligible Individual” means an Oregon resident who:
  - i. Has a household income below 225% of the US Federal Poverty Guidelines as they are periodically updated at: <https://aspe.hhs.gov/poverty-guidelines>; and
  - ii. Is not eligible for Medicaid or is underinsured.
- (b) “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.
- (c) “Treatment” means medically necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.
- (d) “Underinsured” means a household with out-of-pocket medical expenses greater than 5% of the household’s annual income.
- (e) “Veteran” means an individual who has served in the Armed Forces or who the Veterans Administration has determined to be eligible for Veterans Administration benefits.

(2) **Performance Requirements**

- (a) Providers of Services paid through this Contract 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.
- (b) DUII services providers paid through this Contract 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.



- (c) Providers of Services paid through this Contract must include sufficient information in the Individual's service record to document eligibility in the event of an audit. Examples include but are not limited to:
  - i. Proof of income
  - ii. Proof of household size
  - iii. Medicaid eligibility denial documentation
  - iv. Out-of-pocket medical expenses documentation.
- (d) Eligible Services are limited to:
  - i. Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
  - ii. Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
  - iii. Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432; or
  - iv. Providing DUII Education services as outlined in OAR 309-019-0195 for veterans regardless of whether they are an Eligible Individual or not.
- (e) Special Services paid through this Contract 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:
  - i. 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
  - ii. 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.
  - iii. Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (f) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: <https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services.
- (g) DUII Education services for veterans will be reimbursed at the equivalent fee-for-service reimbursement rate using the Behavioral Health Fee Schedule.
- (h) For Special Services, OHA will make payments based on the Contractor's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, Contractor must obtain OHA's approval of the Special Services prior to incurring such costs.

(3) **Reporting Requirements**

See Exhibit E, 10.

(4) **Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2). In addition:

Invoice and required encounter data are due no later than 45 calendar days following the end of the subject quarter and must be submitted to HSD.Contracts@odhsoha.oregon.gov with the subject line - "Invoice, contract #(your contract number), contractor name", subject to the following:

- (a) Contractor shall use the Intoxicated Driver Program Fund (IDPF) SE-65 Invoice available at:  
<https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>
- (b) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services. The Behavioral Health Fee Schedule is available at:  
<https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>.
- (c) For Special Services, OHA will make payments based on the Contractor's actual cost. Contractor shall attach a copy of the bill or receipt for the Special Service provided.