

March 2, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #1 increasing funding and duration of an Intergovernmental Agreement with the Oregon Health Authority for Choice Model Services. Amendment value is \$423,946.50 for six months, agreement value is increased to \$1,271,839.49 for 1.5 years. Funding is through Oregon Health Authority. No County General Funds are involved.

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|-------------------------------------|---|---------------------------|--------------|
| Previous Board Action/Review | Agreement February 10, 2022, Agenda Item 20220210 I.B.2 Issues February 28, 2023 | | |
| Performance Clackamas | Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services. | | |
| Counsel Review | Yes | Procurement Review | No |
| Contact Person | Mary Rumbaugh | Contact Phone | 503-742-5305 |

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of Amendment #01 to revenue Intergovernmental Agreement #173255 with the State of Oregon, acting by and through its Oregon Health Authority for the operation of Choice Model Services. Choice Model Services are designed to promote the effective use of facility-based mental health treatment, increase care coordination for adults with serious and persistent mental illness (SPMI) living in the least restrictive environment possible, and minimize the use of long-term institutional care.

Clackamas County is required to provide Exceptional Needs Care Coordination. The revenue funds county staff who provide these services in addition to meeting each individual's needs, preferences, and choices, activities to remove barriers, and facilitating integrated services and supports not funded through other sources. These activities may include, but are not limited to, coordination with all involved partners (i.e., forensic), room and board payments, prescription or over-the-counter medications and medical supplies not covered by other sources, and establishment of guardianship services. The program acts as technical support and a liaison with Oregon Health Authority for local residential services providers.

The Choice Model Team served 138 individuals between January 1 and December 31, 2022. The team has prioritized the expansion of adult foster homes in Clackamas County. BHD has been able to support the establishment of new adult foster homes in the county. The goal for 2023 is to assist in opening up to five homes (24 beds) in partnership with the Oregon Health Authority.

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The Amendment extends the Agreement's original term of one year (January 1 to December 31, 2022), six months through June 30, 2023, and adds funds for the additional months of services.

RECOMMENDATION: Staff recommends Board approval of this Amendment.

Respectfully submitted,

Rodney A. Cook

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



Agreement Number 173255

**REINSTATEMENT AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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.

This Reinstatement and Amendment of Agreement is made and entered into as of the date of the last signature below by and between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Clackamas County
2051 Kaen Road
Oregon City, OR 97045
Attention: Angela Russell
Telephone: 503-742-5316
E-mail address: ARussell@clackamas.us**

hereinafter referred to as "County."

RECITALS

WHEREAS, OHA and County entered into that certain Agreement number **173255** effective on **January 1, 2022** incorporated herein by this reference (the Agreement);

WHEREAS, OHA and County intended to amend the Agreement to extend its effectiveness through **June 30, 2023**;

WHEREAS, the proposed amendment number **01** to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expired on **December 31, 2022** in accordance with its terms; and

WHEREAS, OHA and County desire to reinstate the Agreement in its entirety as of **December 31, 2022**, and to amend the Agreement (once reinstated) to extend its effectiveness through **June 30, 2023**, as set forth herein.

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:

AMENDMENT

1. **Reinstatement.** OHA and County hereby reinstate the Agreement in its entirety as of **December 31, 2022** and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. OHA and County further agree that, upon the amendment of **Section 1. “Effective Date and Duration”** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. “Effective Date and Duration”**, as amended, subject to the termination provisions otherwise set forth in the Agreement.
2. **Amendment.** OHA and County hereby amend the Agreement as follows.
 - a. **Section 1 “Effective Date and Duration”** of the Contract Document is hereby amended to change the expiration date of the Contract from **December 31, 2022** to **June 30, 2023**.
 - b. Exhibit A Part 1 “Statement of Work” is hereby superseded and restated in its entirety, as set forth in “Exhibit A Part 1, to correct Financial Pages reference as **Exhibit D**, attached hereto and incorporated herein by this reference: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - c. Exhibit A Part 2 “Payment and Financial Reporting” is hereby superseded and restated in its entirety, as set forth in “Exhibit A Part 2, to correct Financial Pages reference as **Exhibit D**, attached hereto and incorporated herein by this reference: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - d. **Exhibit D, “Financial Pages,”** is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

- b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
- c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subagreements;
- e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding; and
- h. County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

5. **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): _____

Clackamas County

Street address: 2051 Kaen Road, Suite 154

City, state, zip code: Oregon City, OR 97045

Email address: EThompson@clackamas.us and BHContracts@clackamas.us

Telephone: (503) 742-5335 Facsimile: (503) 742-5312

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: Self-insured

Policy #: N/A Expiration Date: Ongoing

6. Signatures.

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 for Legal Sufficiency:

Via e-mail by John McCormick, Attorney-in-Charge, Business Transactions Section, on February 9, 2023: email in agreement file.

Department of Justice

Date

EXHIBIT A

Part 1 Statement of Work

1. **Purpose:** County shall provide services for Alcohol and drug abuse, adult residential treatment and problem gambling services as described below. OHA requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

2. **Services to be provided by County shall include:** Where referenced in this Agreement, “Agreement Settlement” means OHA’s reconciliation of amounts OHA actually disbursed to County against amounts that OHA is obligated to pay to County for services provided under this Agreement. Agreement Settlement can occur following the end of a biennial period, upon termination or expiration of this Agreement. County shall provide the following:
 - a. Service Name: CHOICE MODEL SERVICES
Service ID Code: MHS 06
 - (1) **For purposes of this Agreement the following definitions apply:**
 - (a) **Acute Care Psychiatric Facility or Acute Care Psychiatric Hospital** means a hospital that provides 24 hour-a-day psychiatric, multi-disciplinary, inpatient or residential stabilization, care and treatment, for adults ages 18 years of age or older with serious psychiatric disabilities.
 - (b) **Assertive Community Treatment (ACT)** means an evidence-based practice designed to provide comprehensive treatment and support services to Individuals with SPMI. ACT is intended to serve Individuals who have serious 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, a therapist, supported employment, and a peer, and are designed to meet the individual needs of each Individual 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.
- (c) **Behavioral Health Treatment** means treatment for mental illness, substance use disorders, or problem gambling.
- (d) **County of Responsibility (COR)** means the county in which an Individual most recently maintained a postal address, or if residence is otherwise indeterminate, the county where the Individual was last present before being transported to an acute psychiatric hospital such as where the Individual was placed on a police officer custody, director's custody or transport custody. Incarceration or placement on an involuntary hold, at OSH or a licensed 24-hour facility, is not to be used to make this determination. OHA will determine COR if there is a disagreement between counties.
- (e) **Discharge Plan** means a written document prepared by the County beginning at admission and updated through the Discharge Planning process which identifies housing, treatment, and other services needed to support the continuity of care necessary to maintain the Individual's stability in the community. This report shall combine information from the Individual, OSH, community providers, recovery plan, and other resources.
- (f) **Discharge Planning** means a process that begins upon admission to OSH or licensed residential setting and is based on the presumption that, with sufficient supports and services, all Individuals can live in an integrated community setting. Discharge planning is developed and implemented through a person-centered planning process in which the Individual has a primary role in creating, and is based on principles of self-determination.
- (g) **Exceptional Needs Care Coordination (ENCC)** means a process-oriented activity to facilitate ongoing communication and collaboration with the Individual to arrange Services appropriate to their needs, preferences and choices. These functions include, but are not limited to:
- i. Facilitating communication between the Individual, family, natural supports and community resources, involved providers and agencies;
 - ii. Organizing, facilitating and participating in interdisciplinary team (IDT) meetings when the Individual is in the community in collaboration with CCO Care Coordinators;

- (m) **Integrated Setting** means a setting that enables Individuals with disabilities to interact with non-disabled persons to the fullest extent possible. Integrated settings are those that provide Individuals with disabilities opportunities to live, work, and receive services in the greater community, like Individuals without disabilities. Integrated settings are:

 - i. Located in mainstream society;
 - ii. Offer access to community activities and opportunities at times, frequencies, and with persons of an Individual's choosing;
 - iii. Afford Individuals choice in their daily life activities; and,
 - iv. Provide Individuals with disabilities the opportunity to interact with non-disabled persons to the fullest extent possible.
- (n) **Long-Term Psychiatric Care (LTPC)** means inpatient psychiatric services delivered in an Oregon State-operated Hospital after:

 - i. Usual and customary care has been provided in an acute inpatient hospital psychiatric care setting;
 - ii. The Individual continues to be unsuccessful in an alternative setting; and
 - iii. The Individual continues to need psychiatric hospitalization services.
- (o) **Oregon State Hospital (OSH)** means any campus of the Oregon State Hospital system.
- (p) **Peer Delivered Services** means community-based services and supports provided by peers, and peer support specialists, to Individuals or family members with similar lived experience. These services are intended to support Individuals and families, to engage Individuals in ongoing treatment, and to live successfully in the community.
- (q) **Ready To Transition (RTT)** means that, consistent with the scope of the order of commitment, the Interdisciplinary Team (IDT) has determined that a State hospital level of care is no longer required as described in OAR 309-091-0035.
- (r) **Recovery** means a process of change through which Individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.
- (s) **Recovery Plan** means a written document created by the Individual and facilitated by a peer support specialist, or an

alternative as determined by the Individual, to help identify the Individual's strengths (e.g., knowledge gained from dealing with adversity, personal or professional roles, talents, personal traits) that can act as resources to the Individual and the Individual's recovery planning team in pursuing personal and treatment goals.

- (t) **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM-V) of the American Psychiatric Association diagnostic criteria, incorporated by reference herein, for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
- i. Schizophrenia and other psychotic disorders;
 - ii. Major depressive disorder;
 - iii. Bipolar disorder;
 - iv. Anxiety disorders limited to OCD (Obsessive Compulsive Disorder) and PTSD (Post Traumatic Stress Disorder);
 - v. Schizotypal personality disorder; or
 - vi. Borderline personality disorder.
- (u) **Supported Housing** means permanent housing with tenancy rights and support services that enables Individuals to attain and maintain integrated affordable housing. Support services offered to Individuals living in supported housing are flexible and are available as needed and desired, but are not mandated as a condition of obtaining tenancy. Individuals have a private and secure place to make their home, just like other members of the community, with the same rights and responsibilities. Supported Housing enables Individuals with disabilities to interact with individuals without disabilities to the fullest extent possible. Supported Housing is scattered site housing. To be considered Supported Housing, for buildings with two or three units, no more than one unit may be used to provide Supported Housing for Individuals with SPMI who are referred by OHA or its contractors, and for buildings or complexes with four or more units, no more than 25% of the units in a building or complex may be used to provide Supported Housing for Individuals with SPMI who are referred by OHA or its contractors. Supported Housing has no more than two Individuals in a given apartment or house, with a private bedroom for each Individual. If two people are living together in an apartment or house, the Individuals must be able to select their own roommates. Supported Housing does not include housing where providers can reject Individuals for placement due to medical needs or substance abuse history.

- (v) **Voluntary by Guardian** means that an Individual’s legal guardian has signed consent for admission to an acute psychiatric facility, Oregon State Hospital, or licensed residential facility.

(2) **Service Description**

- (a) County shall offer oversight and care coordination for Adults with SPMI, as follows:
 - i. Facilitate access to quality, individualized community-based services and supports so that Individuals with SPMI are served in the most integrated setting possible; and
 - ii. Facilitate effective utilization of services and facility-based care in the community.
- (b) Identify anticipated capacity needs across the system and communicate with Coordinated Care Organizations (CCO), Community Mental Health Programs (CMHP), and Oregon Health Authority (OHA).
- (c) The County’s service area shall align primarily with the Home CCO and when no CCO is identified or the Home CCO has multiple MHS 06 Services contractors, then the service area will align with the COR as follows:
 - i. Home CCO is the designated service area for Individuals who are:
 - A. CCO enrolled members;
 - B. CCO members at the time of referral to Oregon State Hospital (OSH); or
 - ii. COR is the designated service area for Individuals who are:
 - A. Fee-For-Service Medicaid Eligible;
 - B. Uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program;
 - C. Undocumented;
 - D. Privately insured;
 - E. Funded through Veterans Administration; or
 - F. Other as approved by OHA.

(d) **Service Population**

- i.** Individuals who meet the following criteria, shall be offered Services through MHS 06 Services:

 - A.** Have been civilly committed and admitted to OSH under ORS Chapter 426;
 - B.** Have been civilly committed under ORS Chapter 426 and are referred to or at risk of being referred to OSH;
 - C.** Admitted to OSH under guardian authorization; secured or non-secure licensed residential facility as defined in ORS 443.400 including licensed programs designated specifically for young adults in transition;
 - D.** Are residing in a licensed adult foster home, as defined in ORS 443.705, due to SPMI; or
 - E.** As directed by OHA.

- ii.** Individuals who, due to SPMI, meet the following criteria shall also be offered Services per County’s policies and procedures in Choice Model Services:

 - A.** Are placed on outpatient commitment pursuant to ORS 426.127;
 - B.** Are placed in assisted outpatient treatment pursuant to ORS 426.133;
 - C.** Have transitioned from civil commitment pursuant to ORS 426.060 within the past 12 months;
 - D.** Have been found to lack fitness to proceed pursuant to ORS 161.370;
 - E.** Will end jurisdiction within the next six months or ended jurisdiction under the Psychiatric Security Review Board (PSRB) within the past 12 months;
 - F.** Have been determined service eligible through the Department of Human Services (DHS), either through Aging & People with Disabilities (APD) or Intellectual/Developmental Disabilities (I/DD) Divisions to support the Behavioral Health Treatment service needs of Individuals determined service eligible for APD or I/DD; or
 - G.** Are at risk of meeting the above criteria without supports offered through Choice Model Services.

(e) Services

County shall provide:

- i.** Exceptional Needs Care Coordination as appropriate to the needs, preferences, and choices of each Individual.
- ii.** Coordination of behavioral Health Treatment services and supports not funded through other sources including, but not limited to:
 - A.** Medicaid;
 - B.** Medicare;
 - C.** County Financial Assistance Agreements; or
 - D.** CCO Contracts.
- iii.** Activities to remove barriers and facilitate access to integrated services and supports, which are not funded through other sources. Especially when Individuals are being discharged from OSH and when establishing residence in Supported Housing. These activities may include, but are not limited to:
 - A.** Room and board payments;
 - B.** Rental assistance, security deposits, and application fees;
 - C.** Utility payments and deposits;
 - D.** Prescription or over-the-counter medications and medical supplies not covered by Medicaid or other sources;
 - E.** Transportation;
 - F.** Activities to facilitate the securing of guardianship services, including but not limited to:
 - I.** Paying the costs of:
 - (i)** Court hearings to determine the necessity, continuation, or termination of a guardianship.
 - (ii)** Guardianship services to make decisions related to overseeing the care and supervision of an Individual.
 - II.** If guardianship is expected to continue beyond a transitional period of time (6

months or less), then other payment options should be sought in order to maintain guardianship services.

- G.** Activities to facilitate the securing of representative payee services; or
- H.** Peer Delivered Services.
- iv.** Support CCO Care Coordination efforts to gather documents such as the Community Questionnaire, develop a preliminary discharge plan from OSH and sign for final authorization for the Long-Term Psychiatric Care referral.
- v.** Other services and supports necessary to facilitate provision of services in the most integrated setting and the prevention of admission to higher levels of care.

(3) Performance Requirements

- (a)** County shall provide the following services:
 - i.** Exceptional Needs Care Coordination for Individuals served in Choice Model Services to facilitate access to services in the most integrated setting appropriate to the Individual's needs and strengths, including:
 - A.** Care coordination and Discharge Planning for Individuals receiving services in licensed residential programs, even when placed outside the County's service area.
 - B.** Facilitate access to community-based rehabilitative mental health treatment services that are recovery-oriented, culturally responsive, and geographically accessible.
 - C.** Facilitate access to Peer Delivered Services.
 - D.** Serve as the Single Point Of Contact (SPOC) (OAR 309-019-0225) for all referrals from OSH to Assertive Community Treatment as described in OAR 309-019-0225 (25) Definition of SPOC in ACT Admission Process 309-019-0248.
 - E.** Collaborate with CCO Care Coordination concerning Acute Care Psychiatric Hospitals to divert Individuals approved for LTPC from admission to OSH and toward community-based services and supports, when indicated to be appropriate.

- E.** Facilitate development of an initial Discharge Plan within 10 calendar days of admission to OSH and update the plan as appropriate after each IDT or discharge planning meeting with the Individual.
- F.** Coordinate and facilitate access to community-based resources of those civilly committed at OSH to support discharge from OSH within 72 hours of being determined RTT whenever possible for Individuals with SPMI who have been civilly committed, ensuring that:
 - I.** No less than 90% of Individuals shall be discharged within 20 calendar days of being determined RTT.
 - II.** If not discharged within the above timeframe then each Individual shall be discharged no later than 60 calendar days from the date placed on RTT.
- G.** Collaborate with OSH to verify that entitlement enrollments (e.g. Medicaid, Medicare, SSI/SSDI) are in place and anticipated to be active upon discharge.
- H.** For Individuals not receiving Choice Model Services directly, collaborate and serve as a resource to support Discharge Planning for Individuals:
 - I.** Determined services eligible for APD or I/DD;
 - II.** Under the jurisdiction of ORS 161.370 to determine fitness to proceed; or
 - III.** Under the jurisdiction of the PSRB.

(4) Special Reporting Requirements

- (a)** County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, the following written reports using forms and procedures as prescribed on OHA's website, located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - i.** Maintain for reference but not submit policies and procedures for enrollment in Choice Model Services.

- ii. Monthly Choice Model Client Status Reports shall be submitted no later than 45 calendar days following the end of each subject month during the term of the Agreement for review and approval.
 - iii. Any other reports as mutually agreed upon between OHA and the County.
- (b) Upon OHA's identification of any deficiencies in the County's performance under this Agreement, including 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 must include, but is not limited to, the following information:
- i. Reason or reasons for the CAP based on OHA's concerns and the County's review;
 - ii. The date the CAP will become effective with timelines for implementation;
 - iii. 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
 - iv. Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

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

OHA provides payments for MHS 06 Services in two different ways, through Part A and Part C payments. The payment type is identified in Exhibit **ED**, "Financial Pages," on MHS 06 lines in which column "Part ABC," contains an "A" for Part A or "C" for Part C payments. OHA will make payments for MHS 06 Services claims submitted through either Part A or Part C payments, for non-Medicaid-eligible Services. Provider is not entitled to payment for Part A or Part C payments (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) Payments made to County or Service Provider are subject to the following:

- i.** OHA shall not authorize in aggregate, under this “Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures” section, payments requested for MHS 06 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit ~~ED~~, “Financial Pages” 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 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:
 - ii.** 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 ~~ED~~, “Financial Pages;” and
 - iii.** OHA is not obligated to provide payment for any MHS 06 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 06 Services, or termination of County’s obligation to include the Program Area in which MHS 06 Services fall within its Services.
- (b)** The Part A payments will be calculated, disbursed, and confirmed as follows:
- i.** Calculation of Payments: OHA will provide payments for MHS 06 Services provided under a particular line of Exhibit ~~ED~~, “Financial Pages,” containing and “A” in column “Part ABC,” from payments identified in that line in an amount equal to the rate set forth in that line of the Financial Pages during the period specified in that line. The total of OHA payments for all MHS 06 Services delivered

under a particular line of Exhibit ED, “Financial Pages,” containing and “A” in column “Part ABC,” shall not exceed the total payments for MHS 06 Services as specified in that line of the Financial Pages and are subject to the limitations described herein.

ii. Disbursement of Payments: Unless a different disbursement method is specified in that line of the Exhibit ED, “Financial Pages,” OHA will disburse the Part A payments for MHS 06 Services provided under a particular line of the Financial Pages containing and “A” in column “Part ABC” to County in substantially equal monthly payments during the period specified in that line of the Financial Pages, subject to the following:

- A.** OHA may, upon written request of County, adjust monthly payments;
- B.** Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the payments shown for MHS 06 Services provided under that line of the Financial Pages;
- C.** OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly payments based on under-used payments 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 payments for any MHS 06 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 payments for MHS 06 Services; or termination of County’s obligation to include the Program Area in which MHS 06 Services fall in its Services; and
- E.** OHA will reduce the payments made for MHS 06 Services delivered under a particular line of Exhibit ED, “Financial Pages,” containing an “A” in

column “Part ABC,” by the amount received by a Provider of MHS 06 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@dhsosha.state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider.

- (c) The Part C payments will be calculated and disbursed as follows:
- i. Calculation of Performance Payment: County will qualify for a performance payment at the end of the calendar year if it was operational, as defined by serving Individuals for a minimum of 180 calendar days per fiscal year and who submit the Monthly Choice Model Client Status Report no later than 45 calendar days following the end of each subject month during the term of the Agreement and address any deficiencies identified by the Agreement Administrator.
 - ii. Disbursement of Performance Payment: The performance payment is based on achievement of the performance criteria in accordance with the “Performance Requirements” section above. Upon OHA’s determination that County met the performance criteria, County may prepare and electronically submit a written invoice, to amhcontract.administrator@dhsosha.state.or.us, for a performance payment, not to exceed the amount specified in that particular line of Exhibit ~~ED~~, “Financial Pages.”
- (d) Confirmation of Performance and Reporting Requirements: County shall be required to demonstrate through the data properly reported in accordance with the and “Special Reporting Requirements” sections above, how funds awarded for MHS 06 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 Agreement Administrator for the Program under which this MHS 06 Service Description falls.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Payment Provisions.

- a.** OHA agrees to pay County for accomplishing the Work required by this Agreement as described in Exhibit A, PART 1, “Statement of Work” and Exhibit **ED**, “Financial Pages.”
- b.** County shall electronically submit all invoices to OHA’s Agreement Administrator at: amhcontract.administrator@dhsoha.state.or.us , or to any other address as OHA may indicate in writing to County. County’s claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c.** County shall revise and resubmit invoice’s/reports to OHA’s satisfaction upon request.

2. Travel and Other Expenses. OHA will not reimburse County for any travel or additional expenses under this Agreement.

Exhibit D Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173255

CONTRACTOR: CLACKAMAS COUNTY-CHOICE

INPUT CHECKED BY: _____

DATE CHECKED: _____

| SE# | FUND | PROJ | CODE | CPMS | PROVIDER | EFFECTIVE | DATES | SLOT | CHANGE/TYPE | RATE | OPERATING | STARTUP PART | PART | PAAF | CLIENT | SP# |
|-----|------|------|------|------|----------|-----------|-------|------|-------------|------|-----------|--------------|------|------|--------|------|
| | | | | | | | | | | | DOLLARS | DOLLARS ABC | IV | CD | BASE | CODE |

FISCAL YEAR: 2022-2023

| | | | | | | | | | | | | | | | | | |
|---------------------------|-----|--------|--|--|--|----------------------|--|---|-----|--------|---------------------|---------------|---|---|---|---|--|
| BASE CHOICE MODEL SERVICE | | | | | | | | | | | | | | | | | |
| 6 | 804 | CHOICE | | | | 1/1/2023 - 6/30/2023 | | 0 | /NA | \$0.00 | \$402,749.17 | \$0.00 | A | 1 | Y | | |
| BASE CHOICE MODEL SERVICE | | | | | | | | | | | | | | | | | |
| 6 | 804 | CHOICE | | | | 1/1/2023 - 6/30/2023 | | 0 | /NA | \$0.00 | \$21,197.33 | \$0.00 | C | 1 | Y | 1 | |
| TOTAL FOR SE# 6 | | | | | | | | | | | <u>\$423,946.50</u> | <u>\$0.00</u> | | | | | |
| TOTAL FOR 2022-2023 | | | | | | | | | | | <u>\$423,946.50</u> | <u>\$0.00</u> | | | | | |
| TOTAL FOR M0715 173255 | | | | | | | | | | | <u>\$423,946.50</u> | <u>\$0.00</u> | | | | | |

Exhibit D Financial Pages

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY-CHOICE
DATE: 01/06/2023

Contract#: 173255
REF#: 001

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) amendment and extension, for that period beginning January 1, 2023 and through June 30, 2023, are subject to the 2021-2023 Legislative Adopted Budget (LAB) for the Oregon Health Authority, as allocated for the 4th quarter of the 21-23 biennium (January 1 - June 30, 2023), at the level proposed for the January 1, 2023 through June 30, 2023 period or higher. This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding, or to address minor, non-material changes to language, date(s), or administrative errors.

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.

M0715 1 These payments are for MHS 06 Choice Model Services performance payment.