

August 8, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #3 increasing funding from an Intergovernmental Agreement with the Oregon Health Authority for the financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services. Amendment value is \$1,000,000 for thirteen months. Agreement value is increased to \$16,854,233.26 for eighteen months. Funding is through Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	Original Agreement- March 7, 2024, Agenda Item 20240307 I.C.1 Amendment #01 April 18, 2024, Agenda Item 20240418 III.D.4 Amendment #02 May 2, 2024, Agenda Item 20240502 I.E.2; Amendment #03 briefed at Issues July 23, 2024		
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 approval of Amendment #03 to the 2024-25 Intergovernmental Agreement #44300-00026004 with the State of Oregon, acting by and through its Oregon Health Authority (OHA) 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 #03 adds funds through Service Element MHS 04, Aid and Assist Client Services. Aid and Assist Client Services are provided to criminal defendants who may be unable to understand the nature of the proceeding against them, to assist or cooperate with their counsel, or to participate in their own defense. Aid and Assist services may include discharge planning, a treatment designed to restore capacity, placement in appropriate community-based care, monitoring and coordination of services, and periodic assessment of the individual’s capacity. These services aim to divert individuals from receiving services at Oregon State Hospital and into community restoration services to the greatest extent possible.

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Specifically, the funds allocated through Amendment #03 are for the Community Navigator Team pilot program launched by the Oregon Health Authority. The Community Navigator Team will support Aid, and Assist clients transitioning from the Oregon State Hospital (OSH) into community settings. The program will engage individuals at the OSH for up to three (3) months prior to individuals' discharge date and a minimum of six (6) months post-discharge care coordination and case management for individuals leaving OSH on Aid and Assist orders. Funds are to be directed for the following activities and expenses:

- Reduce the rate of recidivism (defined as a return to Oregon State Hospital) for individuals, especially those at risk of homelessness, on Aid and Assist orders for involuntary state hospitalization.
- Support individuals in the Aid and Assist process to help reduce their recidivism risk, thereby reducing strain on the state hospital system by integrating individuals into community-based services.
- The Community Navigator Team will be staffed by a case manager and a peer support specialist who will serve up to fifteen (15) individuals at a time. The team will coordinate intakes and assessments for individuals. It will provide services, including developing person-centered treatment goals, integrated treatment planning, inpatient or residential placement planning, and case management.
- Incidental costs of providing services to meet the goals of the program.

Amendment #03 adds \$1,000,000.00 to the Agreement's value, increasing the Agreement's maximum value to \$16,854,233.26.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this Agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,



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

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AGREEMENT # PO-44300-00026004

**THIRD AMENDMENT TO
 OREGON HEALTH AUTHORITY
 2024-2025 INTERGOVERNMENTAL AGREEMENT
 FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
 RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This Third Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (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 Service Description for **MHS 04** in Exhibit B1 of the Agreement is hereby amended to add an Administrative Memo, in the form attached hereto and incorporated herein by this reference. To the extent that there is an inconsistency between MHS 04 and the Administrative Memo, the Administrative Memo will have precedence.
2. The financial and service information in the Financial Assistance Award is 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.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. 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 by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Joseph M. Callahan, Assistant Attorney General on June 20, 2024; email in Agreement file.

Attachment 1

4/8/2024

Administrative Memo: Community Navigator Services

OHA will launch a pilot for a Community Navigator (CN) team comprised of 5 Oregon Community Mental Health Programs (CMHP's) to include Clackamas, Deschutes, Lane, Marion, and Washington, and 1 Oregon Certified Community Behavioral Health Clinic (CCBHC), with Cascadia Behavioral Healthcare, Inc. covering the Multnomah service area, using Service Element 04 Aid and Assist Client Services for the payment method.

County, as part of the Community Navigator team pilot program, will provide up to three (3) months of in-reach and a minimum of six (6) months post discharge care coordination and case management for Individuals leaving the Oregon State Hospital (OSH) on Aid and Assist orders as stated below.

Dr. Debra Pinal's recommendation regarding development of a Community Navigator model in "Neutral Expert Second Report Regarding the Consolidated Mink and Bowman Cases," as stated in that document: "Development of community navigator model: Data from Oregon State Hospital (OSH) discharges indicates that recidivism rates (defined as return to OSH) are highest for the people who were admitted in the Aid and Assist system. To help offset this risk of recidivism and sustain compliance, OHA in coordination with stakeholders and in consultation with the Neutral Expert should develop a model to create "community navigators" to support individuals sent for restoration as they transition from OSH into community settings." County will use the Community Navigator Funds (as defined below) to carry out the following activities as part of its Community Navigator program and services:

- a. Reduce rates of recidivism for individuals, especially those at risk of houselessness, on Aid and Assist orders from involuntary state hospitalization.
- b. Support individuals in the Aid and Assist process to help reduce their risk of recidivism, and thereby also reduce strain on the state hospital system by integrating individuals on Aid and Assist back into community-based services. For the purposes of this Administrative Memo, County shall:
 - (1) Based on Aid and Assist census, selection criteria may vary by pilot site as approved by OHA.
- c. Fund Community Navigator positions and incidental costs of providing care to meet the goals of this Agreement.
- d. Ensure that the Community Navigator team serves up to 15 individuals at a time and does in-reach and post-discharge care during the pilot.
- e. Require that the Community Navigator Team include a case manager and a Peer Support Specialist (with agreed variance by site, based on available positions).

- f. Require Community Navigator Teams participate in OHA facilitated trainings, including Forensic Peer Training, CTI protocol overview, and Aid and Assist training.
- g. Participate in quarterly check-ins and data reviews with OHA.
- h. Ensure that the Community Navigator Team supports individuals who are ordered for Aid and Assist restoration at OSH and in the community. Support will include:
 - (1) Engagement with individuals at OSH by phone, video, or in person for up to three months prior to individual's discharge date.
 - (2) Case management and support in the community for no less than six months post discharge into the community.
- i. Implement augmented transitional support structures to help individuals stay connected to services after their involvement with the Aid and Assist supports. This service should leverage existing potential resources, such as might be available through Coordinated Care Organizations (CCOs) and Assertive Community Treatment (ACT) services or with other supports that can be expanded with this targeted approach.
- j. Require the use of evidence-informed practices and other state examples of similar services to help inform best available approaches. Evidence informed practices include but are not limited to:
 - (1) Critical Time Intervention (CTI);
 - (2) Peer Support Specialist (PSS);
 - (3) Intensive Case Management;
 - (4) Trauma-Informed Care; and
 - (5) Educational/Vocational Supports.

Community Navigator Funds may be used to purchase a vehicle as necessary for this specific Program, subject to the following requirements:

- a. When Community Navigator 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

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 payments realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

Special Reporting Requirements

Due to admissions being on-going throughout this period, community navigators will approach quarterly reporting in two different phases per participant (in-reach and community-based reporting after discharge from OSH).

- a. CN Team In-reach Reporting: Up to 3 months of in-reach per participant before they exit state hospital back into the community setting.
 - (1) Data gathering will initiate when community navigator teams identify the individuals who will be discharging from OSH on Aid and Assist orders within the next three months;
 - (2) Community navigator team will utilize a modified version of the existing MHS 04 Aid and Assist Report, located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx> to track demographics, diversion data, dismissed charges, community consultations, engaged services in community, as well as qualitative reporting on currently needed resources to work with individuals on A&A, current barriers, best practices, and successes;
 - (3) In addition to the basic MHS 04 report, the modified MHS 04 reporting template for this pilot will also collect available data on prior hospitalizations, discharge reasons, and diagnoses (populated by OHA data request), social determinants of health screening (includes: housing instability, food insecurity, transportation barriers, utility difficulties, and interpersonal safety), prior healthcare coverage status, and any psychotropic medications that are being taken/prescribed, or cooccurring disorders/morbidities; and,
 - (4) As soon as the community navigator team is able, they will coordinate an intake and assessment for the individual with services, including a person-centered treatment goal, integrated treatment planning, and, consideration of what case management services could be started prior to discharge, including any planning for inpatient or residential placement.
- b. CN Team community-based reporting: a minimum of six (6) months following individual's transition into the community.
 - (1) Community navigators will coordinate the re-assessment of any person-centered treatment goals as individuals re-enter the community;
 - (2) In addition to the required modified MHS 04 report and intake/assessment documentation, community navigator teams will collect information at the point of discharge on the number of days between discharge and contact with community-based services; current discharge reason; current insurance status; notes on psychotropic medication management; and rate of linkage to reentry services;

- (3) Peers will report qualitative information about social determinants of health and engagement with the peer-delivered protocols of forensic peer training; and
- (4) Participants will be re-assessed at 9 and 12 month intervals respectively.

Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures.

The total not -to-exceed (NTE) amount paid under this Attachment 1 for the Community Navigator pilot program is \$1,000,000 (the “Community Navigator Funds”). No more than 15% of the NTE may be used for administrative expenses and incidental costs. As long as these funds are used for services outlined in this Attachment 1 (“Community Navigator Services”) and obligated for only the Community Navigator Services, they will not be subject to Settlement.

ATTACHMENT 2

EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0827

CONTRACT#: 026004

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: 2023-2024

		NAVPIL	AID & ASSIST PROJECT											
4	804	AAF			5/1/2024 - 6/30/2024	0 /NA	\$0.00	\$250,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 4								<u>\$250,000.00</u>	<u>\$0.00</u>					
TOTAL FOR 2023-2024								<u>\$250,000.00</u>	<u>\$0.00</u>					

FISCAL YEAR: 2024-2025

		NAVPIL	AID & ASSIST PROJECT											
4	804	AAF			7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$750,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 4								<u>\$750,000.00</u>	<u>\$0.00</u>					
TOTAL FOR 2024-2025								<u>\$750,000.00</u>	<u>\$0.00</u>					
TOTAL FOR M0827 026004								<u>\$1,000,000.00</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 05/24/2024

Contract#: 026004
REF#: 006

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds have been awarded for Community Navigator Pilot Program.

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.

M0827 1 The total payment for these services is \$1,000,000, paid as follows: \$250,000 upon execution of this amendment, and an additional \$250,000 on August 1, 2024, November 1, 2024, and February 1, 2025, upon receipt and approval of invoices to be used for the Community Navigator Pilot Program, per the recommendation of the Neutral Expert for the Mink and Bowman Federal lawsuit as found in the attached Administrative Memo dated 4/8/2024. As long as these funds are used for services outlined in the amendment and obligated for only these specific services, they will not be subject to Settlement.