

February 2, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #6 increasing funding from an Intergovernmental Agreement with the Oregon Health Authority for financing Community Mental Health, Addiction Treatment, Recovery, Prevention, and Problem Gambling Services. Amendment value is \$5,451,980.13 for six months, agreement value is increased to \$15,098,899.27 for 1.5 years. Funding is through the Oregon Health Authority. No County General Funds are involved.

| | | | |
|-------------------------------------|--|---------------------------|--------------|
| Previous Board Action/Review | 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 Issues January 31, 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 #06 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 #06 adds \$5,451,980.13 for six months of services expiring June 30, 2023. This Amendment increases the Agreement value to \$15,098,899.27.

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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**SIXTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173129**

This Sixth 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 extend the Financial Assistance Award through June 30, 2023 and amend the Agreement as follows.

AGREEMENT

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or December 31, 2022 whichever date is later per the authority under OAR 125-247-0288, and shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit C, “Financial Assistance Award”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured. **All references to the expiration date of December 31, 2022 in this Agreement shall be amended to June 30, 2023.**
2. **Exhibit A “DEFINITIONS” Section 30 “Service(s)”** is hereby amended to change the Service name for MHS25 as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 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 |
| | |
| | |
| System Management and Coordination – Community Mental Health | MHS 01 |
| Aid and Assist Client Services | MHS 04 |
| Assertive Community Treatment Services | MHS 05 |
| Crisis 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-OHP Community and Residential Assistance | MHS 17 |
| Non-Residential Community Mental Health Services For Adults, Children and Youth | MHS 20 |
| Acute and Intermediate Psychiatric Inpatient Services | MHS 24 |
| Community Mental Health Crisis Services For Adults and Children Mobile Crisis Intervention Services | 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 |

| Service Name | Service Code |
|---|---------------------|
| 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 |

3. **Exhibit A “DEFINITIONS” Section 32 “Specialized Service Requirement”** is hereby amended to add a new Service Element MHS25A as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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.

| <u>Specialized Service Requirement Name</u> | <u>Specialized Service Requirement Code</u> |
|--|--|
| Veterans Peer Delivered Services | MHS 16A |
| <u>Stabilization Services for Children and Their Families</u> | <u>MHS 25A</u> |
| Early Assessment and Support Alliance (EASA) | MHS 26A |
| Secure Residential Treatment Facility | MHS 28A |
| Gero-Specialist | MHS 35A |
| APD Residential | MHS 35B |

4. **Exhibit B-1** of the Agreement is hereby amended as described in **Attachment 1** to replace the Service Requirement for MHS 25 for Mobile Crisis Intervention Services, in the form attached hereto and incorporated herein by this reference.
5. **Exhibit B-2** of the Agreement is hereby amended as described in **Attachment 2** to add the Specialized Service Requirement MHS 25A for Stabilization Services for Children and Their Families, in the form attached hereto and incorporated herein by this reference.
6. The financial and service information in the Financial Assistance Award are hereby amended as described in **Attachment 3** attached hereto and incorporated herein by this reference. Attachment 2 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.

7. **Exhibit C “Financial Assistance Award” Section 1. b. “Financial and Service Information”** is hereby amended to add funding sources “331” and “341” as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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 F, “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) **331 Mental Health Block Grant – ARPA – Federal Funds**
 - (d) **341 Mental Health Block Grant – COVID – Federal Funds**
 - (e) 401 Mental Health Marijuana Tax – Other Funds
 - (f) 402 Cares Act Coronavirus Relief Fund– Federal Funds
 - (g) 406 Tobacco Tax New Investments – Other Funds
 - (h) 411 Tobacco Master Settlement Account – Other Funds
 - (i) 420 Beer and Wine Tax (20%) – Other Funds
 - (j) 421 Beer and Wine Tax (40%) Treatment – Other Funds
 - (k) 424 Intoxicated Driver Program Fund Outpatient – Other Funds
 - (l) 426 Criminal Fines Assessment Prevention – Other Funds
 - (m) 427 Marijuana Tax (20%) – Other Funds
 - (n) 428 Ballot Measure 110 – State Funds
 - (o) 450 Marijuana Tax (40%) – Other Funds
 - (p) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
 - (q) 560 State Opioid Response – Federal Funds

- (r) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (s) 804 Mental Health – General Funds
- (t) 806 Mental Health New Investments – General Funds
- (u) 807 Alcohol and Drug Treatment – General Funds
- (v) 810 Behavioral Health Planning Grants – General Funds
- (w) 811 Aid & Assist - General Funds
- (x) 887 Veterans Behavioral Health Lottery Dollars – Lottery Funds
- (y) 888 Gambling Treatment – Lottery Funds
- (z) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (aa) DDX Standard Fund Splits – Uses multiple fund types by percentage
- (bb) SBD Standard Fund Splits – Uses multiple fund types by percentage
- (cc) SBT Standard Fund Splits – Uses multiple fund types by percentage
- (dd) SDX Standard Fund Splits – Uses multiple fund types by percentage
- (ee) STD Standard Fund Splits – Uses multiple fund types by percentage

Additional fund numbers may be added during the term of this Agreement and in the Financial Assistance Award by using an Administrative Memo to Counties via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” section 18., “Notice.” to note the new code number and description.

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. Changes to the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” Section 18., “Notice.” County shall have 30 calendar days to request OHA replace the Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.

8. The email address referenced throughout this Agreement for the Contract Administrator is amended to read as follows:

HSD.Contracts@odhsoha.oregon.gov

9. **Exhibit E. Section 1.** is hereby amended as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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 2022-~~2023~~ financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for calendar year 2021. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.

10. **Exhibit G. Section 8. c.** is hereby amended as follows: language to be deleted or replaced is struck through; new language is **underlined and bold**.

OHA and County agree that this Agreement extends to ~~March 31, 2023~~, **September 30, 2023**, 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 2022 calendar year ~~and the first six months of 2023~~, **and prior to July 1, 2023**. 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 30, 2023~~ **June 30, 2023**.

11. **Exhibit I Section 5. “Compliance with Law”** is hereby amended as follows: language to be deleted or replaced is struck through; new language is **underlined and bold**.

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 H “Required Federal Terms and Conditions,” to the certain 2022-**June 30, 2023** 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.

12. **Exhibit J. “Provider Insurance requirements” Sections 2, 3 and 4** are hereby amended to add MHS25A as follows; language to be deleted or replaced is struck through; new language is **underlined and bold**.

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, 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 24, MHS 25, <u>MHS 25A</u> , 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, MHS 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 24, MHS 25, MHS 25A , 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 24, MHS 25, MHS 25A , 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 |

- 13.** Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 14.** 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.
- 15.** Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 16.** 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.

17. 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 December 30, 2022; e-mail in contract file.

Attachment 1

27. Service Name: **MOBILE CRISIS INTERVENTION SERVICES**

Service ID Code: **MHS 25**

a. Service Description

Overview: Mobile Crisis Intervention Services (MCIS) shall be delivered in person, by the County through its' Community Mental Health Programs (CMHP), to any individual experiencing a behavioral health crisis, regardless of insurance type. Services shall be provided to individuals in community-based settings, 24 hours a day, seven days a week, every day of the year. MCIS shall be provided at a minimum, by a two-person multidisciplinary team. Mobile Crisis Intervention Teams (MCIT) shall work directly with the 988 call centers, county crisis lines, or any other crisis line to create policies and procedures for dispatch of the MCIT.

MCIT shall be trained in crisis response and shall receive developmentally, culturally, and linguistically appropriate trainings to meet the needs of the community that are delivered in accordance with trauma informed principles.

MCIT will work with the individual in crisis and their family, when applicable, to address and de-escalate the current crisis. MCIT will at a minimum attempt to screen each individual for risk of harm to self and others and work with the individual to identify additional services and supports to meet the needs of the individual in crisis and actively connect the individual directly to services and supports whenever possible.

b. Purpose

The goal of MCIS is to provide a community-based alternative to individuals experiencing a behavioral health crisis, that does not include law enforcement. MCIS are provided in the community at times and locations that are convenient to the individual and their family. Services and supports are provided by staff trained in crisis response, in a trauma-informed manner. Individuals can receive the services and supports that they need in a timely manner. MCIS is focused on early intervention and crisis de-escalation, with a focus on diverting unnecessary trips to the emergency department, hospitalizations, child welfare involvement, juvenile justice or arrests, and providing services and supports to the individual in the least restrictive environment necessary.

c. Standards

All MCITs shall provide services and supports in accordance with OAR 309-072-0100 to 309-072-0160.

- (1) All providers must operate in compliance with these rules. These rules create minimum service delivery standards for services and supports delivered by providers certified by the Health Systems Division (HSD) of the Oregon Health Authority (OHA). Community Mental Health Programs (CMHP) shall continuously offer all services and supports as described within these rules.
- (2) If a County has one of the Nine Federally Recognized Tribes of Oregon in their service area, County shall collaborate with the tribe(s) to provide MCIS and stabilization services through a MOU if the tribe wishes to enter into such agreement.

- (3) County will work with non-County providers interested in providing MCIS, in their service area. Non-Counties shall initiate the Memorandum of Understanding (MOU) process with the applicable County in their service area.
 - (4) When providing in person services to an individual or family in crisis, program staff who have not completed all the required trainings in 309-072-0120 (3) shall be:
 - A. Accompanied by a trained staff who has completed all the trainings listed in OAR 309-072-0120 (3); and
 - B. Working under the supervision of a Qualified Mental Health Provider (QMHP).
 - (5) MCIT shall require equitable access to services, particularly for individuals and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, gender, gender identity or presentation, sexual orientation, socioeconomic status, insurance status, citizenship status, or religion.
 - (6) MCIT shall be dispatched when requested by 988 call centers in collaboration with the County. Prior to arrival on scene, there shall be ongoing determination of the MCIT's safety.
 - (7) County shall maintain and implement written policies and protocols, Letters of Agreement, or MOU for MCIT with 988 call centers, and other crisis call centers detailing how individuals in crisis will be monitored until a MCIT reaches the location of an individual or family in crisis.
 - (8) In accordance with 309-072-0140, MCIT shall attempt, and document the attempt, to collect information during transit to the location of crisis, or when appropriate, either directly from the individual in crisis or from a 988 call center, county crisis lines, or any other crisis line that requested for the individual or family in crisis.
 - (9) All providers shall develop and implement a structured and ongoing process to assess, monitor, and improve the quality and effectiveness of services provided to individuals and their families.
 - (10) MCIT services shall be provided at a minimum, by a two-person multidisciplinary team, and a QMHP who is available in accordance with OAR 309-072-0140 (4), when they are not part of the 2-person initial response.
 - (11) MCIT shall maintain and implement written policies and protocols to request law enforcement presence or co-response at the location of response when appropriate.
 - (12) County is responsible for requiring that a trained professional will be available to conduct a Director's Custody Hold per OAR 309-033-0230 (2)(b).

The provider shall work collaboratively with individuals and families to provide required connection to follow-up services and supports.
 - (13) The provider shall attempt to follow-up with the individuals and families within 72 hours after the initial contact.
 - (14) Crisis line services shall be provided in accordance with OAR 309-019-0300.
 - (15) County will contact OHA, as soon as possible, upon identification, when there are known Service Elements or OARs that are not being met. A Plan of Action must be submitted, in writing to OHA, which outlines the steps to be taken to address the areas of concern and includes a timeline for resolution.
- d.** In the event of a Disaster Declaration: provide disaster response, crisis counseling services to include:
- (1) 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 County and CEOM.

- (2) Assisting County’s in the provision of these services as part of a mutual aid agreement; and
- (3) For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Agreement for these services.

e. **Performance Requirements**

- (1) County shall maintain a Certificate of Approval for MCIS OAR 309, Division 008 (309-008-0100 – 309-008-1600) Health Treatment Services OAR 309, Division 008 (309-008-0100 – 309-008-1600) Certification of Behavioral Health Treatment Services AR 309, Division 008 (309-008-0100 – 309-008-1600) Certification of Behavioral Health Treatment Services.
- (2) County shall comply with OAR 309-072-0100 to 309-072-0160 as such rules may be revised from time to time.

f. **Special Reporting Requirements**

- a. County shall be responsible for collecting and submitting the following:
 - (1) Name;
 - (2) DOB;
 - (3) Race, Ethnicity, Language, and Disability (REALD);
 - (4) Sexual Orientation and Gender Identity (SOGI);
 - (5) Insurance;
 - (6) Presenting problem, as demonstrated through the individual’s current behaviors;
 - (7) Location of individual needing services;
 - (8) Individual’s history of violence;
 - (9) Individual’s history of addiction;
 - (10) Reported presence of weapons;
 - (11) Time and duration of response;
 - (12) Time dispatch request received, dispatch time;
 - (13) Dispatch time, arrival time;
 - (14) Dispatch time, face-to-face contact;
 - (15) Time of arrival on scene, time of departure from scene;
 - (16) Number of cases resolved within 72 hours;
 - (17) Language Requested/Language Provided;
 - (18) Point of origin for mobile crisis dispatch request (County’s, 988, 911, Hospitals, Request from Law Enforcement (LE) or Emergency Medical Services (EMS));
 - (19) Follow up services offered after mobile crisis response;
 - (20) Whether crisis was resolved in the community within 72 hours;
 - (21) Whether crisis was resolved on site;
 - (22) Types of screening, assessment, and diagnostic services;
 - (23) Whether individual required a higher level of care (Emergency Department/Hospital, Crisis Walk-In Clinic/Urgent Care, Inpatient Psychiatric Hospitalization (admission), Subacute, Crisis Respite, Detox Services, Sobering

Services, Substance Use Disorder (SUD) Treatment Facility, Secured Residential Treatment Facility (SRTF) [Adult Only], Psychiatric Residential Treatment Facility (PRTF), (Mobile Response and Stabilization Services (MRSS), Psychiatric Day Treatment Services (PDTS) [MRSS Only], Intensive Behavioral Health Treatment (IBHT) [MRSS Only], Intensive Supports and Services (IOSS) [MRSS Only], or Other);

- (24) Whether mobile crisis intervention involved transport to higher level of care;
- (25) Whether individuals/families were offered Peer Support services;
- (26) Whether individuals/families accepted Peer Support Services;
- (27) If individual was determined to require Director's Custody Hold;
- (28) Whether law enforcement co-response was requested, if any;
- (29) Disposition of individual in crisis (either Emergency Department, Jail, Community, Higher Level of Care); and
- (30) See Service Element 25A for data collection related to stabilization services.

- b. County must collect and submit Key Performance Indicator (KPI) data in accordance with the OHA approved data collection process monthly.
 - (3) County agrees to work directly with OHA approved contractor to submit the required KPI data in a timely manner. The OHA approved contractor is responsible for analyzing the provided data and developing quarterly reports.
 - (4) County is responsible for reviewing and approving the quarterly reports generated by the OHA approved contractor.
 - (5) OHA approved contractor shall submit the quarterly report to OHA via HSD.Contracts@odhsoha.oregon.gov, on behalf of the County, no later than 45 calendar days following the end of each quarter.

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

See Exhibit D, "Payment, Settlement, and Confirmation Requirements". Use Payment and Settlement language, Section 1.f.(2).

Attachment 2

1. Service Name: **MOBILE CRISIS INTERVENTION SERVICES**
 Service ID Code: **MHS 25A**

Specialized Service: **STABILIZATION SERVICES FOR CHILDREN AND THEIR FAMILIES**

Service ID Code: **MHS 25A**

(1) Service Description (exceeding Section 1, MHS 25)

(a) Overview:

County, through its Community Mental Health Programs (CMHP) shall require that stabilization services are available for eligible children (Birth through 20 years of age) and their families for up to 56 calendar days, following the initial crisis response, in accordance with OAR 309-072-0100 to 309-072-0160. This model of care is based on a national crisis response model for children, and known as Mobile Response and Stabilization Services (MRSS). Stabilization services are outlined in MHS 25A and are required. MHS 25A will replace the former MHS 08 Crisis and Transition Services (CATS).

Stabilization services for children and their families are outlined in OAR 309-072-0160 and are available to eligible children and their families regardless of insurance status.

When a provider responds to a child and family in crisis, they will work in partnership with the child and their families, to de-escalate the current crisis and connect the family to needed resources. In some cases, the provider may determine, in partnership with the child and family, that they may benefit from immediate access to stabilization services and supports to assist the family while waiting for longer term ongoing services to be available.

Stabilization services are meant to be a short-term intervention that provides bridge services that may include brief individual or family therapy, skills training, family and youth peer support services and medication management while also helping the family access the appropriate community-based service and supports.

Each family enrolled is offered rapid access to a Qualified Mental Health Professional (QMHP) and Family Support Specialist who work directly with the child and their family to create a service plan with short term goals and objectives to meet the unique needs of the family, stabilize behavioral health needs; and improve functioning in life domains while establishing and transitioning care to longer term services and supports.

(b) Purpose (exceeding Section 1, MHS 25)

i. Standards

- A.** County shall provide Mobile Crisis Intervention Services (MCIS) in accordance with Service Element MHS 25 and OAR 309-072-0100 to 309-072-0150.
- B.** County shall provide stabilization services in accordance with Service Element MHS 25A and OAR 309-072-0160.

- C. County shall require that all providers responding to children ages Birth through 20 years of age) and their families have received specialized training in working with children and their families as outlined in OAR 309-072-0120.
- D. County shall provide stabilization services to eligible children (ages 0-20) and their families regardless of their insurance status in accordance with OAR 309-072-0160.
- E. County shall require that a QMHP is available to conduct an assessment and service plan in accordance with OAR 309-019-0135 and 309-019-0140, prior to the start of stabilization services.
- F. County is responsible for requiring that a QMHP and a Family Support Specialist are offered to all children and their families receiving stabilization services. County shall notify OHA, upon determination that;
 - I. Positions are vacant or unavailable to children and their families enrolled in services.
 - II. Stabilization services are disrupted or unavailable to the community.
- G. Providers shall collaborate with their local emergency departments and/or crisis clinics to establish pathways and timelines for responding to children being referred to stabilization services. Provider shall maintain and implement written policies and protocols, Letters of Agreement, or Memorandum of Understanding (MOU) in place with their local emergency departments and/or crisis clinics.

(c) Family Support Specialist (FSS) Role and Responsibilities

- i. County shall require that each family enrolled in stabilization services is offered a Family Support Specialist and QMHP.
- ii. County shall have written policy in place that outlines how the FSS will be assigned and notified when a family is enrolled into stabilization services.
- iii. County is responsible for requiring that each family is offered an FSS. The FSS will make initial contact with the family, within 72 hours from enrollment into stabilization services to introduce their role and services. Family may choose not to pursue services.
- iv. OHA will partner with community stakeholders to create a Family Guide for Stabilization Services. Providers shall require that each family enrolled in services receives a copy of the Family Guide for Stabilization Services starting in June 2023.
- v. The QMHP and FSS will work in collaboration with the youth and their family to determine the immediate needs of the family and create a service plan and crisis and safety plan.
- vi. The provider will coordinate all services and supports outlined in the service plan and update documents as needed.

(d) Subcontractors

- i.** The County is ultimately responsible for making sure that all required service elements and OARs are being met whether directly provided or provided under sub-contractual arrangement
- ii.** County may subcontract with another agency to provide stabilization services.
- iii.** Subcontractors are not required to have a Certificate of Approval (COA) to provide outpatient services
- iv.** Subcontractors are required to meet all applicable rules under OAR 309-072-0100 to 309-072-0160.
- v.** County is required to submit either a copy of the contractual agreement with the subcontractor or an MOU to HSD.Contracts@odhsoha.oregon.gov within 45 calendar days of execution of this contract and must include at a minimum:
 - (a)** Roles and responsibilities of both the County and subcontractor; and,
 - (b)** Plan for ongoing communication and coordination of services between County and subcontractors.
- (e)** Whenever possible, providers should prioritize key leadership and direct service staff attendance in the monthly Learning Collaborative facilitated by the Oregon Health Authority.

(2) Special Reporting Requirements (exceeding Section 1, MHS 25)

- (a)** County or subcontractor shall complete and submit the Authority approved pre and post assessment tool and at the start and end of stabilization services and submit the assessment to the Authority approved contractor
- (b)** In addition to the data outlined in MHS 25, the County or subcontractor shall collect and submit these data points when a child is enrolled in stabilization services:
 - (i)** Whether child was referred to stabilization services (by MCIS or Emergency Department)
 - (ii)** Whether child was accepted into stabilization services
 - (iii)** OHA approved outcome measures at intake for children receiving stabilization services
 - (iv)** OHA approved outcome measures at discharge for children receiving stabilization services
 - (v)** Whether individuals/families offered Family Support Services,
 - (vi)** Whether individuals/families that accept Family Support Services
 - (vii)** Closure Form
- (c)** County agrees to work directly with OHA approved contractor to submit the required pre and post assessment tools and other data points listed in (3)(b) related to stabilization services.
- (d)** The OHA approved contractor is responsible for analyzing the provided data and developing quarterly reports which includes outcome data for stabilization services.
- (e)** County is responsible for reviewing and approving the quarterly reports generated by the OHA approved contractor which include stabilization services outcome data.
- (f)** OHA approved contractor shall submit the quarterly report to OHA via HSD.Contracts@odhsoha.oregon.gov on behalf of the County, no later than 45 calendar days after the end of each quarter.

(3) Special Performance Requirements (exceeding Section 1, MHS 25)

- (1) County may be eligible for an additional \$10,000 in funding from OHA if County can clearly demonstrate in writing, completion of one of the activities listed below.
- (2) County shall submit written documentation to: HSD.Contracts@odhsoha.oregon.gov prior to Jan. 31, 2024, to be considered for payment.
- (3) Eligible activities include the following:
 - (a) 50% of the 2 person mobile crisis intervention teams dispatched to the community will include a face-to-face response, by either a QMHP or Family Support Specialist.
 - (b) 50% of staff working with children and families attend the Youth Save Training.
 - (c) County is able to demonstrate, a 10% reduction in emergency department boarding during calendar year 2023, for children in their community.
 - (d) 50% of staff receive an OHA approved advanced training in working with neurodiverse and Intellectual and Developmental Disabilities (IDD) children and their families.
 - (e) CMHP will provide no less than 5 presentations to their local community stakeholders on Mobile Crisis Intervention Services and stabilization services for children and their families, within their service area.

(4) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures (exceeding Section 1, MHS 25)

None

MODIFICATION INPUT REVIEW REPORT

MOD#: A0093

CONTRACT#: 173129

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| 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: 2022-2023 | | | | | | | | | | | | | |
| 63 | 420 | BASEAD | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$62,468.00 | \$0.00 | A | 1 | Y | | |
| 63 | 421 | BASEAD | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$27,160.00 | \$0.00 | A | 1 | Y | | |
| 63 | 450 | BASEAD | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$46,172.00 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 63 | | | | | | | <u>\$135,800.00</u> | <u>\$0.00</u> | | | | | |
| 65 | 424 | IDPF | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$2,500.00 | \$0.00 | C | 1 | Y | | 1 |
| TOTAL FOR SE# 65 | | | | | | | <u>\$2,500.00</u> | <u>\$0.00</u> | | | | | |
| 66 | 420 | BASEAD | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$10,006.00 | \$0.00 | A | 1 | Y | | 2 |
| 66 | 420 | DETOX | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$1,738.00 | \$0.00 | A | 1 | Y | | 3 |
| 66 | 421 | BASEAD | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$22,108.00 | \$0.00 | A | 1 | Y | | 2 |
| 66 | 421 | DETOX | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$3,129.00 | \$0.00 | A | 1 | Y | | 3 |
| 66 | 520 | BASEAD | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$234,391.55 | \$0.00 | A | 1 | Y | | 2 |
| 66 | 520 | DETOX | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$11,405.75 | \$0.00 | A | 1 | Y | | 3 |
| 66 | 807 | BASEAD | CLACKAMAS CO. | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$242,295.00 | \$0.00 | A | 1 | Y | | 2 |
| TOTAL FOR SE# 66 | | | | | | | <u>\$525,073.30</u> | <u>\$0.00</u> | | | | | |
| TOTAL FOR 2022-2023 | | | | | | | <u>\$663,373.30</u> | <u>\$0.00</u> | | | | | |
| TOTAL FOR A0093 173129 | | | | | | | <u>\$663,373.30</u> | <u>\$0.00</u> | | | | | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 01/06/2023

Contract#: 173129
REF#: 008

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.

- A0093 1 These funds are for A&D 65 Services to be invoiced from 1/1/2022 to 6/30/2023.
- A0093 2 These funds must result in the delivery of A&D 66 Services to a minimum of 484 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 484 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 annually on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual.
- A0093 3A) These funds must result in the delivery of A&D 66 Services to a minimum of 9 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 9 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 annually on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx>

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 01/06/2023

Contract#: 173129
REF#: 008

Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$3400 per individual. B) These funds are for A&D 66 Detox Services.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0715
 CONTRACT#: 173129 CONTRACTOR: CLACKAMAS COUNTY
 INPUT CHECKED BY: _____ DATE CHECKED: _____

| 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: 2022-2023 | | | | | | | | | | | | | | |
| | | BASE | SYSTEM MANAGEMENT AN | | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$223,969.92 | \$0.00 | A | 1 | Y | | | |
| | | BCIVLM | SYS MGT CO-PORTLAND | | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2023 - 6/30/2023 | 0 /NA | \$1,080.64 | \$6,483.84 | \$0.00 | A | 1 | Y | | 2 | |
| | | BCIVLM | SYS MGT CO-TELEC ACT | | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$5,241.07 | \$0.00 | A | 1 | Y | | 4 | |
| | | BCIVLM | SYS MGT CO-MOSSY MEA | | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2023 - 6/30/2023 | 0 /NA | \$3,940.57 | \$23,643.42 | \$0.00 | A | 1 | Y | | 1 | |
| | | BCIVLM | SYS MGT CO-MOSSY MEA | | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$6,715.93 | \$0.00 | A | 1 | Y | | 1 | |
| | | BCIVLM | SYS MGT CO-RENAISSAN | | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2023 - 6/30/2023 | 0 /NA | \$1,646.03 | \$9,876.18 | \$0.00 | A | 1 | Y | | 3 | |
| | | BPSREM | SYS MGT CO-JOHNSON C | | | | | | | | | | | |
| 1 | 804 | MHS01 | | 1/1/2023 - 6/30/2023 | 0 /NA | \$7,695.42 | \$46,172.52 | \$0.00 | A | 1 | Y | | 5 | |
| | | | TOTAL FOR SE# 1 | | | | | <u>\$322,102.66</u> | <u>\$0.00</u> | | | | | |
| | | BASE | AID & ASSIST PROJECT | | | | | | | | | | | |
| 4 | 804 | AAP | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$65,483.42 | \$0.00 | A | 1 | Y | | | |
| | | | TOTAL FOR SE# 4 | | | | | <u>\$65,483.42</u> | <u>\$0.00</u> | | | | | |
| | | BASE | NI JAIL DIVERSION | | | | | | | | | | | |
| 9 | 406 | NIJAIL | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$115,173.22 | \$0.00 | A | 1 | Y | | | |
| | | BASE | NI JAIL DIVERSION | | | | | | | | | | | |
| 9 | 804 | NIJAIL | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$9,766.85 | \$0.00 | A | 1 | Y | | | |
| | | | TOTAL FOR SE# 9 | | | | | <u>\$124,940.07</u> | <u>\$0.00</u> | | | | | |
| | | BASE | NI MH PROMO AND PREV | | | | | | | | | | | |
| 10 | 411 | NIMHPP | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$68,368.66 | \$0.00 | A | 1 | Y | | | |
| | | BASE | NI MH PROMO AND PREV | | | | | | | | | | | |
| 10 | 804 | NIMHPP | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$3,241.69 | \$0.00 | A | 1 | Y | | | |
| | | | TOTAL FOR SE# 10 | | | | | <u>\$71,610.35</u> | <u>\$0.00</u> | | | | | |
| | | BASE | RENTAL ASSISTANCE | | | | | | | | | | | |
| 12 | 804 | RNTAST | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$147,920.00 | \$0.00 | A | 1 | Y | | | |
| | | BASE | RENTAL ASSISTANCE | | | | | | | | | | | |
| 12 | 804 | RNTAST | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$203,760.00 | \$0.00 | C | 1 | Y | | 7 | |

MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173129

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

| 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: 2022-2023 | | | | | | | | | | | | | |
| TOTAL FOR SE# 12 | | | | | | | <u>\$351,680.00</u> | <u>\$0.00</u> | | | | | |
| | BASE | INVOICE SERVICES | | | | | | | | | | | |
| 17 | 804 | INVOIC | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$644,000.00 | \$0.00 | C | 1 | Y | | 6 |
| TOTAL FOR SE# 17 | | | | | | | <u>\$644,000.00</u> | <u>\$0.00</u> | | | | | |
| | CMHS | MH BLOCK GRANT | | | | | | | | | | | |
| 20 | 301 | BLOCK | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$300,000.00 | \$0.00 | A | 1 | Y | | |
| | BASE | NON-RESIDENTIAL MENT | | | | | | | | | | | |
| 20 | 804 | MHNRMH | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$212,002.65 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 20 | | | | | | | <u>\$512,002.65</u> | <u>\$0.00</u> | | | | | |
| | BASE | ACUTE AND INTERMEDIA | | | | | | | | | | | |
| 24 | 804 | ACUTE | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$97,477.66 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 24 | | | | | | | <u>\$97,477.66</u> | <u>\$0.00</u> | | | | | |
| | BASE | MH BLOCK GRANT | | | | | | | | | | | |
| 25 | 301 | BLOCK | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$3,402.72 | \$0.00 | A | 1 | Y | | |
| | CMHS | CRISIS AND ACUTE TRA | | | | | | | | | | | |
| 25 | 301 | BLOCK | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$164,723.98 | \$0.00 | A 25A | 1 | Y | | |
| | CMHS | CRISIS AND ACUTE TRA | | | | | | | | | | | |
| 25 | 301 | BLOCK | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$164,723.98 | \$0.00 | A 25A | 1 | Y | | |
| | BASE | CRISIS AND ACUTE TRA | | | | | | | | | | | |
| 25 | 804 | CATS | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$33,981.06 | \$0.00 | A 25A | 1 | Y | | |
| | BASE | CRISIS AND ACUTE TRA | | | | | | | | | | | |
| 25 | 804 | CATS | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$33,981.06 | \$0.00 | A 25A | 1 | Y | | |
| | BASE | COMMUNITY CRISIS SER | | | | | | | | | | | |
| 25 | 804 | CRISIS | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$1,034,177.00 | \$0.00 | A | 1 | Y | | |
| | BASE | NI CRISIS SERVICES-M | | | | | | | | | | | |
| 25 | 806 | NICRSE | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$27,441.77 | \$0.00 | A | 1 | Y | | |
| | BASE | NI CRISIS SERVICES-M | | | | | | | | | | | |
| 25 | 806 | NICRSE | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$172,120.89 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 25 | | | | | | | <u>\$1,634,552.46</u> | <u>\$0.00</u> | | | | | |
| | BASE | NI EASA SERVICES | | | | | | | | | | | |
| 26 | 411 | NIEASA | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$174,637.53 | \$0.00 | A 26A | 1 | Y | | |

MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173129

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| 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: 2022-2023 | | | | | | | | | | | | | |
| | | BASE | NI EASA SERVICES | | | | | | | | | | |
| 26 | 411 | NIEASA | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$174,637.53 | \$0.00 | A 26A | 1 | Y | | |
| | | BASE | EARLY ASSESSMENT AN | | | | | | | | | | |
| 26 | 804 | EASA | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$8,280.41 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 26 | | | | | | | \$357,555.47 | \$0.00 | | | | | |
| | | BPSREM | PSRB DESIG CLIENT | | | | | | | | | | |
| 30 | 804 | PSRB | | 1/1/2023 - 6/30/2023 | 21 /SLT | \$465.27 | \$61,403.67 | \$0.00 | A | 1 | Y | | 8 |
| TOTAL FOR SE# 30 | | | | | | | \$61,403.67 | \$0.00 | | | | | |
| | | BASE | GERO SPECIALISTS | | | | | | | | | | |
| 35 | 804 | GERO | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$115,174.46 | \$0.00 | A 35A | 1 | Y | | |
| | | BASE | GERO SPECIALISTS | | | | | | | | | | |
| 35 | 804 | GERO | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$115,174.46 | \$0.00 | A 35A | 1 | Y | | |
| | | BASE | GERO SPECIALISTS | | | | | | | | | | |
| 35 | 804 | GERO | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$115,174.46 | \$0.00 | A 35A | 1 | Y | | |
| | | BASE | GERO SPECIALISTS | | | | | | | | | | |
| 35 | 804 | GERO | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$115,174.46 | \$0.00 | A 35A | 1 | Y | | |
| TOTAL FOR SE# 35 | | | | | | | \$460,697.84 | \$0.00 | | | | | |
| | | BASE | SUPPORTED EMPLOYMENT | | | | | | | | | | |
| 38 | 804 | SUPEMP | | 1/1/2023 - 6/30/2023 | 0 /NA | \$0.00 | \$85,100.36 | \$0.00 | A | 1 | Y | | |
| TOTAL FOR SE# 38 | | | | | | | \$85,100.36 | \$0.00 | | | | | |
| TOTAL FOR 2022-2023 | | | | | | | \$4,788,606.83 | \$0.00 | | | | | |
| TOTAL FOR M0715 173129 | | | | | | | \$4,788,606.83 | \$0.00 | | | | | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 01/06/2023

Contract#: 173129
REF#: 007

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 1A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for Mossy Meadows RTH.
- M0715 2A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for Portland Avenue RTH.
- M0715 3A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for MHS 1 at Renaissance.
- M0715 4A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

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obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for MHS 1 at Telecare ACT.

- M0715 5A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Johnson Creek SRTF.
- M0715 6A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26 ,27, 28, 30, 34 and 36 from 01/01/2022 to 6/30/2023 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.
- M0715 7A) These funds are for MHS 12 Services. B) The funds subject to this special condition will be disbursed to Contractor upon receipt of quarterly invoices from 1/1/2022 to 6/30/2023.
- M0715 8MHS 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 21 slots.