

May 20, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to apply for and accept grant funding, if awarded, from the Meyer Memorial Trust to ensure Diversity, Equity and Inclusion Training for Public Housing Authority Leaders

Purpose/Outcomes	Two years of DEI training for designees from 22 Public Housing Authorities in Oregon and SW Washington, including HACC.
Dollar Amount and Fiscal Impact	Maximum grant award of \$172,000. No County General Funds are involved.
Funding Source	Meyer Memorial Trust
Duration	One Time Grant for DEI training over Two (2) years
Previous Board Action	None
Strategic Plan Alignment	<p>Ensure safe, healthy and secure communities</p> <ul style="list-style-type: none"> ○ Ensuring Access to Safe, Stable Housing ○ Providing Equitable Access to Services
Contact Person	Jill Smith, Executive Director, Housing Authority 503-502-9278
Contract No.	N/A

BACKGROUND:

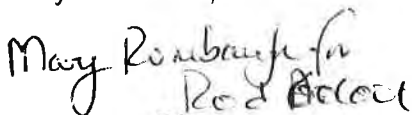
The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for and accept Meyer Memorial Trust grant funding for Diversity Equity and Inclusion (DEI) training for designees from 22 Public Housing Authorities (PHAs) in Oregon and SW Washington, including HACC. Jill Smith is serving as the President of the Housing Authorities of Oregon this year and has offered HACC to serve as the fiscal entity for accounting and reporting purposes only in the event the application is successful.

Collectively, the 22 agencies of the Housing Authorities of Oregon (HAO) are the largest providers of affordable housing to seniors, people living on extremely low and low incomes, people with disabilities and veterans in Oregon. With the exception of a few larger agencies, many PHAs do not have adequate access to DEI training. Agency leaders are overwhelmed by the cost to hire consultants to fully understand and address the deep systemic racism and unconscious bias that exists in their current systems. This grant from Meyer Memorial Trust will create an intentional space for PHA leaders to work collaboratively on creating more equitable systems across the state.

RECOMMENDATION:

Staff recommends the HACC Board's approval to apply for and accept funding, if awarded, for the Meyer Memorial Trust DEI Grant and recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to this grant.

Respectfully submitted,



Rod Cook, Interim Director

May 20, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to apply for a Public Housing Safety & Security (Crime & Safety) Grant

Purpose/Outcomes	Approval to apply for a grant for not to exceed \$250,000 to be used to purchase cameras and monitoring systems to be placed within public housing properties to help deter crime.
Dollar Amount and Fiscal Impact	Maximum grant award of \$250,000 for initial capital expenditures to set up the security system with ongoing monitoring costs paid through Public Housing Operating Budget funded by HUD. No County General Funds
Funding Source	U.S. Department of Housing & Urban Development Funds
Duration	One Time One Year Grant
Previous Board Action	None
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-502-9278
Contract No.	N/A

BACKGROUND:

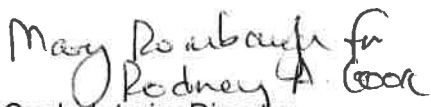
The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for the U.S. Department of Housing and Urban Development (HUD) Safety & Security (Crime & Safety) grant for Public Housing.

HUD is allowing Public Housing Authorities to apply for this grant as a one-time source to implement new Security systems/cameras including digital video recorders and secure Wi-Fi transmission of video signal to deter crime. This is a highly competitive grant and given the lower crime rates in our housing compared to more inner city Housing Authority's may make it unlikely we will get funded, but HACC is being proactive and wanting to curb a recent increase in drug and violent activity noted by our local police departments. HACC is maintains the oldest public housing in the state of Oregon and we have made a preference to serve the homeless with reduced barrier to entry housing. Given the age of the property, we do not have the sophisticated new security systems that are now available and are quite expensive initially to implement. If granted the funds, we will be able to make the initial upfront investment in improving our security and make our properties safer for its residents.

RECOMMENDATION:

Staff recommends the HACC Board's approval to apply for the Safety & Security grant and recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to the grant application.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney A. Cook". The signature is written in black ink and is positioned above the printed name.

Rod Cook, Interim Director

May 20, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement between
the Housing Authority of Clackamas County and Social Services
for a Full-time Case Manager for HACC Program Participants

Purpose/Outcomes	Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority and Social Services for case management for those in HACC program participants
Dollar Amount and Fiscal Impact	Original contract amount \$120,000; Amendment #1 for and additional \$105,000 = total contract of \$275,000 over two (2) years 6 months.
Funding Source(s)	H3S Affordable Housing & Services Fund-County General funds
Duration	July 1, 2019 – December 31, 2021
Previous Board Action	Board approved IGA on May 16, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	April 13, 2021
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9247

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to amend the Intergovernmental Agreement with Social Services, a Division of Health, Housing and Human Services Department, for the case manager for families participating in HACC programs.

The amendment, Amendment #1 for contract No.9247, extends the term of the agreement by 6 months, from July 1, 2021 through December 31, 2021 and the case management provided to residents from part-time to full-time. The increase in contract funding by \$105,000 will shift the level of service to full time retroactively to July 1, 2020 and will continue services to residents through December 31, 2021. It is anticipated that this position will be funded through an alternate source in 2022.

HACC program clients are selected from the wait list. Many are homeless and/or have high barriers and therefore are in need of intensive case management to be successfully housed. The Case Manager will work in collaboration with the Social Services Supportive Housing Team (“Housing Pod”). Most case management will take place at tenant units and in the community.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention

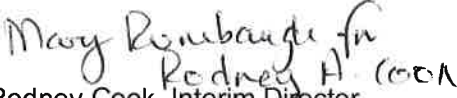
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems
- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

The funding source is County General Funds through the Affordable Housing & Services Fund Policy Level Proposal.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to the Intergovernmental Agreement with Social Services for a full-time case manager to assist the residents of Public Housing. Staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign the Amendment on behalf of the Housing Authority Board of Commissioners and Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners.

Respectfully submitted,


Rodney Cook, Interim Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

IGA Amendment #1 to Contract #9247 - PH Case Manager Packet - Page 2 of 4

Intergovernmental Agreement
Between Housing Authority of Clackamas County and Social Services Division
for the Public Housing Case Manager H3S Contract No. 9247

CONTRACT AMENDMENT #1

This Amendment #1 is entered into between **the Housing Authority of Clackamas County** (“HACC”) and Clackamas County, on behalf of its Social Services Department (“SSD”) and shall become part of the intergovernmental agreement (“Agreement”) entered into between both parties effective July 1, 2019.

The purpose of this Amendment #1 is to make the following changes to the Agreement, effective July 1, 2020:

1. **Article II, Scope of Cooperation**

Section A, Subsection 2 is amended as follows:

SSD shall provide a full time Case Manager to HACC, that will provide direct services to residents of Public Housing or other housing as applicable.

2. **Article III, Section A, is amended as follows:**

Budget and Terms of Payment for Services Rendered:

A. Budget: the cost of purchasing the services of full time case manager will be \$110,000 per year.

The extension, July 1, 2021 through December 31, 2021 will be prorated at \$55,000.

3. **Article VI, Section A, is amended as follows:**

A. This agreement is effective July 1, 2019 and will terminate on December 31, 2021. The term of this agreement may be extended by Amendment as noted in Section V above.

4. **Exhibit A, Scope of Work, is hereby replaced with the attached Exhibit A – Revised Scope of Work**

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Ann Leenstra

Signing on Behalf of the Housing Authority Board

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on behalf of Clackamas County

Jill Smith, HACC Executive Director

Date

Commissioner Tootie Smith, Chair

5/20/2021

Date

Intergovernmental Agreement
Between Housing Authority of Clackamas County and Social Services Division
for the Public Housing Case Manager H3S Contract No. 9247

EXHIBIT A – REVISED SCOPE OF WORK
CASE MANAGER FOR HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC)

I. Logistics and Management of Caseload:

Case manager will work in collaboration with HACC Resident Services team, including the HACC Human Services Coordinator (HSC), Resident Services Assistant and Resident Services Interns. HACC Resident Services will assist Case Manager with identifying residents in need of assistance, and work to develop strategies to provide crisis management and support services. Case Manager will have an office at PSB, however, HACC can provide remote workspace at Hillside Manor and/or Oregon City View Manor (OCVM). Most case management work on site will take place at tenant's living units or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Eviction Prevention Meeting every Thursdays (Property Mgers, Human Services Coordinator)
The case manager will attend the following meetings on an as needed/as appropriate basis:
- Housing & Workforce Collaborative Meeting (Human Services Coordinator, FSS Specialist, Workforce community partners)
- Multi-disciplinary Team Meeting (Human Services Coordinator, Clackamas MHC representative, Behavior Health Staff)
- Holcomb Elementary School Meeting (Human Services Coordinator, Holcomb school counselor).

III. Primary Work Responsibilities of Case Manager:

- Eviction Prevention – Work collaboratively with Resident Services team and other parties to prevent evictions.
- Vulnerable Residents – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- Advocacy - Advocating for residents to navigate service systems and meet basic needs.
- Tracking Interventions and Outcomes – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County
Supplemental Budget for Fiscal Year 2020-2021

Purpose/Outcomes	Public hearing for supplemental budget change for FY 2020-2021 and the closing of the Tourism Development Fund
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$8,055,479
Funding Source	Fund Balance, Federal and State Operating Grants, Charge for Services, and Interfund Transfers
Duration	July 1, 2020-June 30, 2021
Previous Board Action/Review	Budget Adopted June 18, 2020 with amendments on <ul style="list-style-type: none"> • December 3, 2020; and • February 25 2021
Strategic Plan Alignment	Build public trust through good government by providing budget responsibility and transparency
Counsel Review	N/A
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> X 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	Sandra Montoya, 503-742-5424

BACKGROUND:

Each fiscal year it is necessary to reduce or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.433 - ORS 294.481, which allows for governing body approval of budget changes under qualified circumstances. The required notice has been published.

The effect of this resolution is an increase in revenues and appropriations of \$8,055,479.

Item

1 General Fund 100 - Non Departmental							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	191,690,657	(650,000)	191,040,657	Operating Expenses	124,687,141	(1,300,000)	123,387,141
Interfund Transfer	4,248,686	-	4,248,686	Interfund Transfers	615,267	650,000	1,265,267
				Special Payments	10,807,954	-	10,807,954
				Debt	244,303	-	244,303
				Reserve	20,280,112	-	20,280,112
				Contingency	23,149,293	-	23,149,293
				General Fund Support	16,155,273	-	16,155,273
Revised Total Fund Resources			195,289,343	Revised Total Fund Requirements			195,289,343
Comments:	The Courthouse project has been moved to the Capital Projects Fund 420. This budget adjustment moves the 50% State revenue, transfers the 50% General Fund match, and removes the project spending authority from General Fund-Non Departmental.						
2 County Fair Fund 201							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Fund Balance	390,926	-	390,926	Operating Expenses	2,308,279	46,200	2,354,479
Revenues	1,617,467	-	1,617,467	Contingency	206,568	(46,200)	160,368
Interfund Transfer	507,454	-	507,454	Special Payments	1,000	-	1,000
Revised Total Fund Resources			2,515,847	Revised Total Fund Requirements			2,515,847
Comments:	The County Fair is transferring budget authority from contingency to capital operating equipment for the purchase of a skid steer loader.						
3 Social Services Fund 242							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	55,751,225	1,467,031	57,218,256	Operating Expenses	48,276,583	(2,356,457)	45,920,126
Interfund Transfers	3,073,266	-	3,073,266	Special Payments	8,968,886	3,823,488	12,792,374
				Contingency	1,579,022	-	1,579,022
Revised Total Fund Resources			60,291,522	Revised Total Fund Requirements			60,291,522
Comments:	Recognizing additional Oregon Housing & Community Services revenue for the Support Tenant Access Rent Relief (STARR) program and realigning Federal Rent Assistance program cost from materials and services to special payments.						
4 Children, Family & Community Connections Fund 246							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	8,232,094	-	8,232,094	Operating Expenses	6,474,407	-	6,474,407
Interfund Transfers	2,400,379	33,000	2,433,379	Special Payments	4,065,180	-	4,065,180
				Interfund Transfers	92,886	33,000	125,886
Revised Total Fund Resources			10,665,473	Revised Total Fund Requirements			10,665,473
Comments:	Recognizing revenue from Health, Housing and Administration and appropriating transfer authority to fund the Human Services Coordinator position to the County Administration program.						
5 Dog Services Fund 247							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	1,779,181	-	1,779,181	Operating Expenses	2,881,792	(44,000)	2,837,792
Interfund Transfers	1,595,517	-	1,595,517	Interfund Transfers	-	44,000	44,000
				Contingency	150,000	-	150,000
				Reserves	342,906	-	342,906
Revised Total Fund Resources			3,374,698	Revised Total Fund Requirements			3,374,698
Comments:	Dog Services Fund 247 is reducing operating expenses and appropriating an interfund transfer to the Fleet Mangement Fund 770 to purchase and upfit a new vehicle.						
6 Public Health Fund 252							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	11,928,006	4,402,740	16,330,746	Operating Expenses	13,067,901	4,402,740	17,470,641
Interfund Transfers	2,122,720	-	2,122,720	Special Payments	598,740	-	598,740
				Contingency	384,085	-	384,085
Revised Total Fund Resources			18,453,466	Revised Total Fund Requirements			18,453,466
Comments:	Recognizing revenue from Department of Health and Human Services, Oregon Health Authority, charge for services, and appropriating to hire additional staff needed to support COVID 19 response related activities.						
7 Transient Room Tax Fund 255							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Revenues	1,684,267	-	1,684,267	Operating Expenses	1,026,813	727,994	1,754,807
Interfund Transfers	901,046	729,354	1,630,400	Special Payments	254,455	1,360	255,815
				Interfund Transfers	1,154,045	-	1,154,045
				Contingency	150,000	-	150,000
Revised Total Fund Resources			3,314,667	Revised Total Fund Requirements			3,314,667
Comments:	The Tourism Development Fund 256 is merged into Transient Room Tax Fund 255. Fund 255 is appropriating budget authority from the receipt of ending fund balance from Fund 256.						

8 Tourism Development Fund 256								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund balance	-	729,354	729,354	Interfund Transfers	-	729,354	729,354	
Revised Total Fund Resources			729,354	Revised Total Fund Requirements			729,354	

Comments: The Tourism Development Fund 256 is merged into Transient Room Tax Fund 255. Authority is requested to transfer the ending balance to Fund 255 and close Fund 256.

9 Juvenile Fund 260								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund Balance	1,925,886	-	1,925,886	Operating Expenses	11,291,138	(159,268)	11,131,870	
Revenues	1,774,138	-	1,774,138	Special Payments	-	159,268	159,268	
Interfund Transfer	9,467,000	-	9,467,000	Interfund Transfers	1,875,886		1,875,886	
Revised Total Fund Resources			13,167,024	Revised Total Fund Requirements			13,167,024	

Comments: The Juvenile Fund is adjusting its budget to correctly align payments to the HEART program as special payments.

10 Capital Projects Fund 420								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund Balance	5,390,081	-	5,390,081	Operating Expenses	5,390,081	1,300,000	6,690,081	
Revenues	-	650,000	650,000		-	-	-	
Interfund Transfer	-	650,000	650,000					
Revised Total Fund Resources			6,690,081	Revised Total Fund Requirements			6,690,081	

Comments: The Capital Projects Fund 420 is recognizing state revenue and an interfund transfer from the General Fund for the Courthouse project.

11 Fleet Management Fund 770								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund Balance	399,102	-	399,102	Operating Expenses	5,878,807	44,000	5,922,807	
Revenues	5,576,512	-	5,576,512	Contingency	96,807	-	96,807	
Interfund Revenue	-	44,000	44,000		-		-	
Revised Total Fund Resources			6,019,614	Revised Total Fund Requirements			6,019,614	

Comments: The Fleet Management Fund 770 is recognizing an interfund transfer from the Dog Services Fund 247 and seeking spending authority for the purchase and upfit a new vehicle.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order in keeping with a legally accurate budget.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort
Finance Director






~May 20 2021 Supplemental Staff Report

Final Audit Report

2021-04-28

Created:	2021-04-27
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXnC233WuskgrkOCn9N7VQxO67fOBS28W

"~May 20 2021 Supplemental Staff Report" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)
2021-04-27 - 10:25:59 PM GMT- IP address: 198.245.132.3
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2021-04-27 - 10:26:19 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2021-04-28 - 1:58:54 AM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2021-04-28 - 3:16:35 AM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.
2021-04-28 - 3:16:35 AM GMT

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget and Making to Appropriations
for Fiscal Year 2020-21



Resolution Order No. 2021-28

Page 1 of 2

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget and approve any necessary transfer to close the Tourism Development Fund 256 and merge remaining dollars into the Transient Room Tax Fund 255 was held before the Board of County Commissioners on May 20, 2021.

WHEREAS; the funds being adjusted are:

- . General Fund – Non-Departmental
- . County Fair Fund
- . Social Services Fund
- . Children, Family & Community Connections Fund
- . Dog Services Fund
- . Public Health Fund
- . Transient Room Tax Fund
- . Tourism Development Fund (Closing Fund)
- . Juvenile Fund
- . Capital Projects Fund
- . Fleet Management Fund;

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget and Making to Appropriations
for Fiscal Year 2020-21



Resolution Order No. 2021-28
Page 1 of 2

It further appearing that it is in the best interest of the County to approve this change in appropriations for the period of July 1, 2020 through June 30, 2021.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.433 – ORS 294.481, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 20th day of May 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Board of County Commissioners
 Clackamas County

Members of the Board:

Public Hearing and Approval of a Resolution for Exemption and Authorization to Use a Competitive Proposal Process to Obtain a P3 Project Company for the Courthouse Replacement Project

Purpose/Outcomes	Public hearing and recommended approval of a resolution for the proposed exemption and authorization to use a competitive proposal process to obtain a P3 project company for the Courthouse Replacement Project.
Dollar Amount and Fiscal Impact	Should the Board authorize moving forward with the P3 procurement the estimated cost to execute the competitive P3 procurement phase is proposed in the FY 21/22 budget at \$5.4 million with 50% eligible for subsequent state reimbursement. The Net Present Value (NPV) of the projected availability payments is estimated at \$170 million which the Board can establish as an “Affordability Ceiling” for the P3 procurement process with any proposals exceeding that ceiling deemed unacceptable.
Funding Source	County general fund and State of Oregon funding (Oregon Courthouse Capital Construction and Improvement Fund)
Duration	If the resolution is approved a two-step request for qualifications and request for proposals competitive proposal process will be initiated, and staff anticipates that a P3 project company will be selected in the second quarter of 2022. The new Courthouse is expected to be complete and ready for occupancy in the first quarter of 2025.
Previous Board Action	Board of County Commissioners Policy Sessions: February 14, 2017, October 17, 2017, June 26, 2018, September 18, 2018, January 29, 2019, June 18, 2019, October 2, 2019, October 22, 2019, February 4, 2020, February 18, 2020, July 7, 2020, January 1, 2021, April 21, 2021, May 5, 2021.
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	Gary Barth, Courthouse Project Manager, 503-754-2050 Ryan Rice, Interim Chief Procurement Officer, 503-742-5446 Nate Boderman, Asst. County Counsel, 503-655-8364
Contract No.	N/A

BACKGROUND:

Oregon law requires all contracts for public improvement projects be based on competitive low-price bids, unless the local contract review board grants an exemption under LCRB C-049-0600 and ORS 279C.335. The Clackamas County Board of Commissioners is the local contract review board for Clackamas County and has the authority to grant such an exemption. ORS 279C.400 to .410 permits a contracting agency to solicit and award public improvement contracts through a Competitive Proposal Process when an exemption is granted under ORS 279C.335. ORS 279C.335 requires the local contract review board to approve two findings submitted by the County: (1) that the exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

The resolution included with this report would authorize an exemption from the traditional low-price competitive procurement process and authorize the use of a two-step request for qualifications and request for proposals competitive proposal process to select a public-private partnership (“P3”) Project Company (as defined below) for the Courthouse Replacement Project (“Project”).

A public hearing has been scheduled which satisfies the requirements under ORS 279C.335 to provide notice and the opportunity for a public hearing for the purpose of taking comments on the draft findings for an exemption to use the competitive proposal process method to retain a project company in a P3 project delivery method. Clackamas County Procurement placed a Public Notice on the Oregon Procurement Information Network (“ORPIN”) on May 6, 2021, and with the Business Tribune online edition on May 6, 2021 and its print version on May 11, 2021, which included the date and time of a Public Hearing to take place before the Board.

The State’s justice system in Clackamas County is currently served by the Clackamas County Courthouse in downtown Oregon City.

The Clackamas County Courthouse is home to the Fifth Circuit Court of the Oregon Judicial Department (“OJD”). The current courthouse was built in 1937 to house County offices and a single courtroom. The courthouse has been retrofitted over the years to its current configuration of eleven courtrooms and cannot be expanded any further to accommodate the current demand for three additional courtrooms. Due to the insufficient amount of space available in the building, services in support of the courthouse are located off-site, creating numerous operational inefficiencies. The courthouse is over 80 years old, requires significant seismic upgrades and is functionally obsolete for the administration and delivery of justice services.

Recognizing the need for new county courthouses, the State legislature created the Oregon Courthouse Capital Construction and Improvement Fund (“OCCCIF”) in 2013, administered through the OJD. Counties that meet OCCCIF requirements and are approved will receive OCCCIF funding for 50% of the cost of a new county courthouse that is attributable to state functions. The County applied to the OCCCIF for the Project and was approved by the State in 2017. Even with the prospect of receiving a sizable contribution from the state to fund the Project,

the cost to the County will be substantial and will be a burden on the general fund, particularly during the next several years and until the County's existing debt obligations are retired.

A "P3" is a well-established approach to financing and procuring large, complex public infrastructure projects. Under a P3, the public agency establishes the scope, purpose, specifications, and requirements of a project, while design, construction, private financing and long-term operations, maintenance, and rehabilitation are carried out by the private P3 partner ("Project Company"). Typically, only after a project is completed will the public agency start paying the Project Company "availability payments" that are performance-based payments for delivering a building that is meeting contractually specified performance criteria. As a result, the County will generally not be required to make any payments until the Project is ready for occupancy by the County and state.

P3's have proven to be effective and reliable delivery methods for courthouses across the United States. Recent examples include the Howard County (MD) Courthouse, Travis County (TX) Courthouse, Miami-Dade (FL) Courthouse, and the Long Beach (CA) Courthouse. The P3 method enables the County to effectively leverage private sector innovation and know-how, and the benefits of competition to deliver the project on time, on budget, and with cost certainty for the next 30 years, knowing that the County will have a top-notch, well-maintained courthouse throughout that time period. In addition, due to the unification of multiple services under a single contract, many risks typically retained by a public agency will be transferred to the Project Company. For instance, the Project Company will take on design liability and the risk of any component of the Project breaking down earlier than would otherwise be expected. By transferring these risks to the Project Company, the County will be able to focus on its other core programs and services when such risks materialize.

The Project Company will be responsible for designing, building, partially financing, operating and maintaining the New Courthouse for a 30-year term, as further described below. The Project Company will perform all design and build ("D&B") activities for the replacement courthouse facility, generally including:

1. the building for the replacement courthouse;
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5. utility connections.

The Project Company's operations and maintenance ("O&M") responsibilities for a 30-year term following the completion of the D&B activities, will generally include:

1. preventive (or scheduled) maintenance;
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6. maintenance and/or rehabilitation of exterior grounds, including surface parking lots, parking garage(s), and exterior amenities such as benches and landscaping; and
7. returning the New Courthouse to the County at the end of the 30-year operations and maintenance period in like-new condition.

The Project Company's services are referred to as "partial" financing because the County currently plans to have the Project Company privately finance the entire Project only until the Project Company achieves "Occupancy Readiness." After Occupancy Readiness is achieved, the County intends to finance half of the eligible long-term capital costs through a milestone payment to the Project Company utilizing the State program funding, with the Project Company financing the other half. Repayment of the Project debt will be the obligation of the Project Company, not the County, but the Project Company will rely on the County's availability payments to meet its private debt obligations.

The County procurement process to select a Project Company shall generally include the following steps:

1. An RFQ process resulting in a short-list of the most qualified respondents;
2. An RFP issued to the qualified short-listed respondents;
3. Commercially confidential individual meetings with the short-listed respondents;
4. Addenda to the RFP issued to short-listed respondents;
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7. Selection of Project Company from the group of short-listed respondents based on the review of the proposals;
8. Negotiate and finalize terms of the project agreement with the selected Project Company;
9. Commercial and financial close.

ORS 279C.405(1) and Clackamas County Local Contract Review Board Rule C-049-0645 allow for the use of an RFQ process to obtain information useful in the preparation or distribution of an RFP. For this procurement, the RFQ would invite respondents to submit statements of qualifications describing in detail their technical and financial qualifications relevant to the delivery of the Project. As contemplated by state statute and the County's local contracting rules, the issuance of the RFQ would be the first step in the two-step Competitive Proposal Process to retain a Project Company. Only those respondents that respond to the RFQ and are short-listed by the

evaluation committee will be issued an RFP and invited to submit a proposal in response to the RFP.

The County anticipates that it will short-list three respondents to participate in the RFP stage of the Competitive Proposal Process. The County intends to offer to pay a design fee (stipend) of \$500,000 to the short-listed respondents who are selected to respond to the RFP and who submit for consideration by the County a fully responsive proposal that is not selected by the County, as compensation for the design services and other work product provided to the County as part of their proposal. The design fee, including the conditions for entitlement, will be addressed in the RFP, and the County's budget for fiscal year 2021-2022 is expected to include a line item for such proposed payments.

The County has retained three firms to assist in the development and management of the procurement activities necessary to engage a preferred Project Company:

- WT Partnership ("WT") – Technical Advisor: along with architectural firm WRNS Studio and sustainability advisor Atelier Ten, WT will be providing technical guidance, program corroboration and refinement, cost estimating and value engineering services throughout the procurement process, and developing the technical requirements;
- Rebel – Financial Advisor: in addition to financial and transaction guidance to the County, Rebel will be developing financial models and an "affordability ceiling" for the project, preparing the risk assessment and allocation, defining the payment and deductions mechanisms, and working to make sure that the County gets an "on market" transaction; and
- Hawkins Delafield & Wood LLP ("Hawkins") – Legal Advisors: Hawkins will be developing the procurement documents as well as drafting the project agreement and other ancillary documents between the County and the Project Company.

All three firms have vast advisory experience on many successfully completed P3 projects of similar scope and complexity to the Project.

Under the circumstances, a P3 is the preferred project delivery methodology for several reasons, including the desire to deliver the best value for money, the highly specialized design and construction requirements associated with the Project, a desire to optimize the risk transfer associated with the Project to a 3rd party, the multi-faceted nature of the proposed scope of work, and the priority to optimize the construction schedule to ensure a timely and predictable relocation from the current courthouse to the new courthouse.

RECOMMENDATION:

Staff recommends the Board take the following actions:

- 1) Hold a public hearing to provide the opportunity for members of the public to provide comments related to the request for exemption.
- 2) Direct staff to make any changes necessary to the proposed exemption resolution and findings as a result of the Board's consideration of any testimony received.

- 3) Barring the need for significant revisions to the exemption resolution or findings, proceed with the approval of the resolution by the Board on May 20, 2021.

Respectfully submitted,

Gary Barth

Gary Barth
Courthouse Project Manager

A Resolution Granting Exemption from Low-Bid
Competitive Bidding for the Clackamas County
Courthouse Replacement Project and Authorizing
the Use of a P3 Delivery Approach Based on a
Competitive Proposal Process

Resolution No. 2021-27

Page 1 of 2

WHEREAS, the Board of County Commissioners (the “Board”), acting as the local contract review board for Clackamas County (the “County”), has authority to exempt certain contracts from the competitive bidding requirements of ORS Chapter 279C; and

WHEREAS, ORS 279C.335 provides a process for exempting certain contracts from competitive bidding and authorizes the selection of a project company through a two-step request for qualifications (“RFQ”) and request for proposals (“RFP”) competitive proposal process (a “Competitive Proposal Process”); and

WHEREAS, draft findings, attached hereto as Exhibit A and incorporated herein (“Findings”), addressing competition; operational, budget and financial data; public benefits; value engineering; specialized expertise required; market conditions; technical complexity; public safety; and funding sources recommended by the County were available 14 days in advance of the public hearing on this Resolution related to the Clackamas County Courthouse Replacement Project (“Project”); and

WHEREAS, the Findings also highlight the public benefits of using the Competitive Proposal Process for the selection of a single project company to design-build-finance-operate-maintain the Project and using the public-private partnership (“P3”) method of project delivery; and

WHEREAS, the Board has reviewed the Findings and is satisfied with the supporting information and materials that has been provided to justify the application of the exemption and the use of the Competitive Proposal Process in its place.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:

1. That, pursuant to ORS 279C.335, the Board hereby adopts the Findings, as set forth in Exhibit A to this Resolution, and makes the following additional findings:

- a. The exemption from competitive bidding will promote competition and will not encourage favoritism, because the project company will be chosen through the Competitive Proposal Process.
- b. The exemption from competitive bidding is likely to result in cost savings to the County, optimal risk transfer, and an innovative and efficient building design, for the reasons set forth in the adopted Findings.
- c. The exemption from competitive bidding will allow the Project to be procured as a P3 project, which the Findings support as the delivery method that will deliver the best value to the County.
- d. Pursuant to ORS 279C.390, the Project is hereby exempted from the ordinary bid security, performance bonding and payment bonding requirements which would otherwise apply pursuant to ORS 279C.365(5) and ORS 279C.380, because (1) the project company will be requiring performance and payment bonds, letters of credit or similar security from each of its subcontractors (including the single design-build firm responsible for all the construction work), and (2) the "at-risk" nature of the project company's private financing constitute sufficient security for performance.

2. That the Board authorizes the County's staff to proceed with the procurement of a P3 project company to implement the Project using the Request for Qualifications and Request for Proposals process set forth in ORS 279C.400 to .410 and Clackamas Local Contract Review Board C-049-0645 to -650.

Dated this 20th day of May, 2021

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY COURTHOUSE REPLACEMENT PROJECT

FINDINGS IN SUPPORT OF USE OF REQUEST FOR PROPOSALS AND ALTERNATIVE CONTRACTING METHODS

These Findings are for the approval of the use of an alternative contracting method so that Clackamas County (the “County”) may utilize a two-step request for qualifications (“RFQ”) and request for proposals (“RFP”) competitive proposal process (a “Competitive Proposal Process”) to retain a project company in connection with a Public-Private Partnership (“P3”) project delivery method for the Clackamas County Courthouse Replacement Project (the “Project”).

A. Alternative Contracting Exemption under Oregon Law

Oregon law requires all contracts for public improvement projects be based on competitive bids, unless the local contract review board grants an exemption under LCRB C-049-0600 and ORS 279C.335. The Clackamas County Board of Commissioners is the local contract review board for Clackamas County and has the authority to grant such an exemption. ORS 279C.400 to .410 permits a contracting agency to solicit and award public improvement contracts through a Competitive Proposal Process when an exemption is granted under ORS 279C.335. ORS 279C.335 requires the local contract review board to approve two findings submitted by the County: (1) that the exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

For public improvement projects, ORS 279C.330 and 279C.335 provide that the agency must consider the type, cost and amount of the contract(s) and information regarding the following:

- a. Operational, budget and financial data;
- b. Public benefits;
- c. Value engineering;
- d. Specialized expertise required;
- e. Public safety;
- f. Market conditions;
- g. Technical complexity; and
- h. Funding sources.

The local contract review board also is required to consider the following items when evaluating whether award of a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency:

- a. How many persons are available to bid;
- b. The construction budget and the projected operating costs for the completed public improvement;
- c. Public benefits that may result from granting the exemption;
- d. Whether value engineering techniques may decrease the cost of the public improvement;
- e. The cost and availability of specialized expertise that is necessary for the public improvement;
- f. Any likely increases in public safety;
- g. Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement;
- h. Whether granting the exemption will affect the sources of funding for the public improvement;

- i. Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
- j. Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;
- k. Whether the public improvement involves new construction or renovates or remodels an existing structure;
- l. Whether the public improvement will be occupied or unoccupied during construction;
- m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
- n. Whether the contracting agency or state agency has and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

Public improvement contracts, which are subject to the competitive bidding requirement absent an exemption, are generally defined to include all public construction contracts. They are not, however, considered to include architectural and engineering services or ordinary repair and maintenance services which are key components of a P3 project agreement. Architectural and engineering services are procured pursuant to a qualifications based selection process (see ORS.279C.100 et seq.) and ordinary repair and maintenance services are procured pursuant to a competitive proposal process (see ORS 279C.320(1) and ORS Chapter 279B). As further described in these findings, the Competitive Proposal Process to be applied to the Project generally satisfy the procurement requirements which relate to architectural, engineering and ordinary repair and maintenance services. As a result, no additional statutory exemptions beyond the one described in ORS 279C.335 are expected to be required from the County in order to deliver this Project on a P3 basis. However, to the extent the P3 project delivery system is considered to deviate from the standard procurement process for the non-public improvement portions of the Project, these findings also serve to satisfy the requirements of ORS 279B.085 for a contract-specific special procurement, which permits deviation from the standard procurement process for a specific contract on a one-time basis. As would be required under ORS 279B.085(4), the factors discussed herein demonstrate why the P3 project delivery system will not diminish competition, will result in substantial cost savings, or otherwise promote the public interest. By approving use of the P3 project delivery method under ORS Chapter 279C, the County is hereby also approving, to the extent applicable, a contract-specific special procurement under ORS 279B.085.

B. Background Information

The State’s justice system in Clackamas County is currently served by the Clackamas County Courthouse in downtown Oregon City.

The Clackamas County Courthouse is home to the Fifth Circuit Court of the Oregon Judicial Department (“OJD”). The current courthouse was built in 1937 to house County offices and a single courtroom. The courthouse has been retrofitted over the years to its current configuration of eleven courtrooms and cannot be expanded any further to accommodate the current demand for three additional courtrooms. Due to the insufficient amount of space available in the building, services in support of the courthouse are located off-site, creating numerous operational inefficiencies. The courthouse is over 80 years old, requires significant seismic upgrades and is functionally obsolete for the administration and delivery of justice services.

Recognizing the need for new county courthouses, the State legislature created the Oregon Courthouse Capital Construction and Improvement Fund (“OCCCIF”) in 2013, administered through the OJD. Counties that meet OCCCIF requirements and are approved will receive OCCCIF funding for 50% of the cost of a new county courthouse that is attributable to state functions. The County applied to the OCCCIF for the Project and was approved by the State in 2017. Even with the prospect of receiving a sizable contribution from the state to fund the Project, the cost to the County will be substantial and will be a burden on the general fund, particularly during the next several years and until the County’s existing debt obligations are retired.

A “P3” is a well-established approach to financing and procuring large, complex public infrastructure projects. Under a P3, the public agency establishes the scope, purpose, specifications, and requirements of a project, while design, construction, private financing and long-term operations, maintenance, and rehabilitation are carried out by the private P3 partner (“Project Company”). Typically, only after a project is completed will the public agency start paying the Project Company “availability payments” that are performance-based payments for delivering a building that is meeting contractually specified performance criteria. As a result, the County will generally not be required to make any payments until the Project is ready for occupancy by the County and state.

P3’s have proven to be effective and reliable delivery methods for courthouses across the United States. Recent examples include the Howard County (MD) Courthouse, Travis County (TX) Courthouse, Miami-Dade (FL) Courthouse, and the Long Beach (CA) Courthouse. The P3 method enables the County to effectively leverage private sector innovation and know-how, and the benefits of competition to deliver the project on time, on budget, and with cost certainty for the next 30 years, knowing that the County will have a top-notch, well-maintained courthouse throughout that time period. In addition, due to the unification of multiple services under a single contract, many risks typically retained by a public agency will be transferred to the Project Company. For instance, the Project Company will take on design liability and the risk of any component of the Project breaking down earlier than would otherwise be expected. By transferring these risks to the Project Company, the County will be able to focus on its other core programs and services when such risks materialize.

The Project Company will be responsible for designing, building, partially financing, operating and maintaining the New Courthouse for a 30-year term, as further described below. The Project Company will perform all design and build (“D&B”) activities for the replacement courthouse facility, generally including:

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The County anticipates that it will short-list three respondents to participate in the RFP stage of the Competitive Proposal Process. The County intends to offer to pay a design fee (stipend) of \$500,000 to the short-listed respondents who are selected to respond to the RFP and who submit for consideration by the County a fully responsive proposal that is not selected by the County, as compensation for the design services and other work product provided to the County as part of their proposal. The design fee,

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All three firms have vast advisory experience on many successfully completed P3 projects of similar scope and complexity to the Project.

Under the circumstances, a P3 is the preferred project delivery methodology for several reasons, including the desire to deliver the best value for money, the highly specialized design and construction requirements associated with the Project, a desire to optimize the risk transfer associated with the Project to a 3rd party, the multi-faceted nature of the proposed scope of work, and the priority to optimize the construction schedule to ensure a timely and predictable relocation from the current courthouse to the new courthouse.

C. Findings

1. Appropriate alternative contracting methods will be used.

The Competitive Proposal Process for selecting a Project Company for this Project falls within the purview of ORS 279C.335(2), because the process is competitive and contractors will be selected based not only on price, but also on technical merit, including among other factors, design innovation, construction approach, sustainability, and their ability to best complete the Project in a timely manner. The Competitive Proposal Process approach is widely used and recognized as one of the preferred alternative approaches where projects are more complex. The Competitive Proposal Process allow qualified contractors to compete based on their skills and experience, in addition to their price. In this Project, some of the complexities require a combination of skills that cannot be evaluated in a standard low-bid process. The benefits of utilizing the P3 delivery method have been identified above. As such, the P3 delivery method, selected through a Competitive Proposal Process, is the most appropriate contracting method for the Project.

2. No favoritism or diminished competition.

The Project Company will still be selected through a competitive process. The exemption is sought only to authorize a different competitive process than the standard low-bid procurement process. To ensure the exemption requested does not encourage favoritism or substantially diminish competition, a well-defined competitive procedure will be followed to

select the contractor for this public improvement contract.

Competition will be encouraged by County Procurement publishing advertisements in the *Portland Tribune* and posting the opportunity on the State of Oregon Procurement Website (“ORPIN”). Further steps include direct notification to qualified P3 companies and contractors, scheduling site visits and a pre-submittal informational meeting, and appointment of an evaluation committee that will consider statements of qualifications received in response to the RFQ and proposals received in response to the RFP. The RFQ and RFP will establish the evaluation criteria for each stage. In general the RFQ’s evaluation criteria will consider past experience and current qualifications and the RFP’s evaluation criteria will consider price and technical merit of the proposed solution.

By marketing these opportunities and working to notify all likely potential proposers, the process will not encourage favoritism in the awarding of the public improvement contract, nor substantially diminish competition.

Following the shortlisting of respondents, the evaluation criteria and selection methodology of the RFP are expected to include and assess, at a minimum, the following factors:

- a. Demonstrated compliance with the design requirements;
- b. Proposer’s design solution;
- c. Proposer’s quality management plan;
- d. Overall technical merit;
- e. Proposer’s Project schedule;
- f. Net present value of the proposed service fee;
- g. Financing plan for the Project; and
- h. Other evaluation factors as may be determined by the County and specified in the RFP.

The selected Project Company will be the one whose proposal is determined to be the most advantageous and providing the best value based on the RFP evaluation criteria and the assessment method described in the RFP.

3. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

In terms of the benefits of using Competitive Proposal Process to procure a Project Company, County staff research and experience indicates that standard low-bid contracting for work of this nature is likely to result in numerous change orders and increased costs through claims. This typically occurs when a contractor identifies issues after construction has begun that require a “re-working” of the original design. The result is more change orders, not realizing the benefits of value engineering or private-sector innovation, and not optimizing quality that would occur in the P3 method.

Further, by utilizing the Competitive Proposal Process to engage a Project Company during

design, the County has the ability to set an “affordability ceiling” and to create a competitive environment that will drive innovation and efficiencies, likely resulting in a project that represents a better comparative value. This pricing will facilitate a more accurate assessment of design options and maximize opportunities for innovation, again resulting in cost savings that cannot be achieved by the standard competitive-bid process. The involvement of the Project Company will streamline design and construction, which will significantly mitigate schedule impacts. Finally, the overall Project price is established at the outset and, with very limited exceptions, risks associated with such things as material/labor inflation and construction general conditions are transferred to the Project Company. The limited exceptions will be carefully defined as “Relief Events” in the project agreement, and generally be limited to factors that are outside the Project Company’s control such as changes in law, differing site conditions and force majeure events. In the event a relief event occurs the Project Company will be eligible, as appropriate and following proper mitigation efforts, for any combination of price, schedule and performance relief.

In terms of the benefits of selecting a Project Company through a Competitive Proposal Process, such a process will allow the County to select contractors based upon other factors in addition to price. It will allow selection of a Project Company whose proven experience and proposed solutions matches the nature of the required work, in both the design and the construction phases.

As the analysis below shows, permitting a contract-specific exemption for the Project will result in substantial cost savings and other substantial benefits to the County.

a. How many persons are available to bid.

The County, based on the expertise of its consultants listed above and feedback received to date from interested proposers, anticipates there will be a number of companies that will be interested in submitting proposals for the Project. Additionally, the County anticipates the Project will generate interest due to (1) its position as a prominent social infrastructure project, (2) the plan being heavily supported by state and local officials, and (3) the scope and scale of the project itself.

b. The construction budget and the projected operating costs for the completed public improvement.

The County will use its “availability payment” projection as presented to the Board of County Commissioners on April 21st, 2021 – including estimated design, construction, financing, maintenance and operating costs – as an “affordability ceiling” that proposers in the P3 procurement cannot exceed. Adjusted for the time value of money, to express them in today’s dollars, the projected “availability payments” amount to a net present value of \$170 million (5%, 1/1/2022, excluding milestone payment).

A Competitive Proposal Process will foster robust competition, and will result in up to three proposals incorporating advanced designs, from which the County will select the most advantageous proposal. This process is likely to result in a more innovative and efficient design, a faster construction schedule and fewer unexpected delays. This, combined with specific expertise from the contractors that will build the Project and the price structure negotiated up front, allows the County to better anticipate costs not only during design and construction, but also over the initial 30 year occupancy of the building. Performance metrics associated with the operations portion of the contract will ensure the building is maintained

to pre-agreed upon standards that are finalized during the Competitive Proposal Process. Moreover, the ability to have multiple proposers complete a level of design work prior to awarding the final contract likely shortens the overall duration of construction. A shortened construction duration also will allow the County to address the deficiencies and liabilities associated with the existing courthouse facility. This will lessen the impact to those working in the Courthouse, and those members of the public visiting the Courthouse, and will generally benefit the public by expediting the construction of the new courthouse facility.

Last, by selecting a Project Company through a Competitive Proposal Process, versus engaging individual contractors to complete each element of the Project through a standard low-bid procurement, the County will ensure the selected Project Company is best able to maximize the savings to the overall Project budget and its lifecycle costs, due to the integrated nature of a unified contract for multiple services as described above.

c. Public benefits that may result from granting the exemption.

As described at length already herein, by utilizing a Competitive Proposal Process, the County can select the Project Company who can also best maximize public benefits. With the P3 method, the County expects to shorten the construction duration, transfer risk related to design, construction, operations and maintenance issues, foster innovation, enhance constructability, and allow the courthouse to open sooner for public use. All of these significant benefits are in the public's interest.

d. Whether value engineering techniques may decrease the cost of the public improvement.

Utilizing a Competitive Proposal Process to select a Project Company will generate a competitive environment that requires proposing entities to consider innovative and efficient design and construction solutions. The integrated project company will ensure a coordinated approach between design and construction teams (as well as the long-term facilities management team), and will typically engage in their own value engineering exercises to ensure that they are presenting the optimal bid. Utilizing the P3 delivery method ensures alternative options can be considered while the design is being finalized. When it occurs, value engineering on standard low-bid projects typically results in increased design costs because the completed design must be revised to accommodate the changes that result from value engineering. These additional costs are entirely eliminated under the P3 delivery method, potentially decreasing the cost of this public improvement.

Beyond the innovation that will likely be incorporated during the RFP process, this type of contract also allows the successful Project Company to more easily explore the feasibility of innovative design solutions and incorporate ongoing value engineering after the contract is awarded, and in many cases may incentivize the Project Company to incorporate such solutions, which the County again expects to result in a more innovative project, at a lower cost, with a shortened project completion time.

e. The cost and availability of specialized expertise that is necessary for the public improvement.

With respect to the P3 delivery method, it will be a requirement in the RFQ that each respondent demonstrate expertise in working on projects similar in size, scale and complexity to the Project. The design and construction of specific project elements requires special

expertise, knowledge, and experience, all of which will be factored into the RFQ phase of the Competitive Proposal Process. The selection of a Project Company with such specialized expertise to construct the project will result in a substantially lower risk to the County, because it increases the likelihood of the project being completed on or ahead of schedule, resulting in lower costs and increased benefit to courthouse visitors.

The ability to factor expertise and experience into contractor selection is inherent in the Competitive Proposal Process, but is not normally part of the standard low-bid process. The standard process does not ensure a Project Company will possess the needed special expertise because prospective bidders need meet only limited responsibility criteria. The ability to consider each proposer's degree of expertise in these areas is an integral component of the shortlisting process and to be eligible to submit a proposal in response to the RFP.

f. Any likely increases in public safety.

Regardless of the delivery method utilized by the County, the Project must require the utmost attention to public safety, as the surrounding uses include the remainder of the Red Soils Campus that will be open and accessible to the public and County employees during construction.

The Project Company would be responsible for site preparation in advance of construction, which would include demolition of at least two structures on site. In addition, existing parking will need to be closed and re-established elsewhere on site for some duration while permanent improvements are made.

Construction-generated staging, delivery, and parking activity will need to be considered in a comprehensive construction safety and mitigation plan. Constant attention to needs of employees, visitors and construction crews is crucial to maintaining a safe working and living environment for workers and those that work and visit the Red Soils Campus. By utilizing the P3 delivery method, the Project Company will work with the County during the Project to plan for and minimize safety hazards and conflicts between the project and ongoing County operations. The integrated approach of the P3 process which results in a single point of accountability should mitigate issues that might otherwise arise around project phasing, construction staging areas, construction access corridors, and scheduling to reduce impacts where design, demolition and construction may all be the responsibility of separate contractors. The integrated approach provides flexibility to address both anticipated issues and new concerns that may arise.

g. Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement.

For the reasons previously identified, granting an exemption for alternative contracting and utilizing the Competitive Proposal Process for selection of the Project Company will reduce risk to the County by optimizing the risk allocation between the County and the Project Company, and by setting a fixed price at the time of contracting that will be subject to very limited adjustments (see the discussion on "Relief Events" under subsection C(3) herein).

h. Whether granting the exemption will affect the sources of funding for the public improvement.

Construction of the Project will be funded through both state and local funding sources. The

state grant funding is authorized each biennium and may be applied to qualifying capital construction costs. The County has discussed at length with state staff, the use of the state funds in the context of a P3 delivery method. The County does not anticipate the exemption to utilize a P3 delivery method will prohibit or negatively affect the availability of state funding for the Project. If it does, the County would not utilize the P3 delivery method given the substantial contribution to be provided by the state.

- i. *Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement.*

Market conditions for construction in the Portland metro area are extremely busy, with rising construction costs and a tight labor market. General contractors have been able to be much more selective in the work they pursue. It will be important to package this work in the most attractive manner to draw quality contractors and to eliminate as many barriers as possible.

A Competitive Proposal Process to select a Project Company will better enable the County to manage construction bid risks within a robust construction market. The County is more likely to receive the benefit of an experienced and capable construction contractor using alternative contracting methods. In addition, using the P3 delivery method will provide a fixed-price capital construction budget that will insulate the County from the risk of price increases due to the unexpected escalation in the cost of materials or labor. An alternative contracting method will allow the County to collaborate with the Project Company on items and installations that are not off-the-shelf, such as courthouse-specific design features and the installation of public art integrated into the overall Project design. Such elements/installations often require one-of-a-kind construction details for which the professional design community and/or construction industry do not have standard pricing structures. Use of a standard low-bid approach in a tight or rising cost construction market increases the risk bids will exceed budget, with limited options to address overages through scope reductions. When bids exceed budget, it causes delay and budget problems as staff work to find solutions to make the Project viable. Any delays translate into additional costs due to increasing construction material costs and other associated costs. Use of the P3 delivery methods will enable the County to respond to market conditions in a manner that results in a lower-cost Project.

- j. *Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement.*

This Project contains several factors making design and construction more complex:

- Site conditions and context: the future courthouse will be incorporated as part of a master-planned campus environment, which will require some level of design compatibility with existing structures and will require construction coordination to minimize disruption to existing County operations onsite;
- Unique project elements: courthouse design and construction require specialized and/or site-specific technical expertise, knowledge, and experience;
- Financing: anticipated grant funding agreements with the state will require completion in roughly 3.5 years, and the County will be in a better position to assume payment obligations upon building occupancy in 2025 as opposed to assuming debt to finance the Project upon commencement; and
- Schedule: Time is of the essence in replacing a functionally obsolete courthouse

facility.

- Scale: the Project is significant in scale and total capital cost compared to other construction projects the County typically works on

As noted previously, the P3 delivery method will better enable the County to address these complexities in a more efficient and cost effective manner. The Competitive Proposal Process will ensure selection of a Project Company with necessary experience to manage these complexities, will require the Project Company to demonstrate the necessary experience and expertise to address them, and will require the Project Company to perform work in accordance with a schedule that meets contract deadlines driven by financing.

The selection of a Project Company with demonstrated experience and success in implementing such projects increases the likelihood of the Project being completed with fewer construction delays. This results in lower risk and increased benefit to the County and the public.

Beyond the minimum requirements for bidder responsibility, a standard low-bid procurement does not permit an in-depth evaluation of a contractor's technical qualifications or proven ability to address these complex technical issues. Use of a Competitive Proposal Process for the P3 method, which will include several evaluation criteria in addition to price, allows the County to evaluate the technical merit of the proposed design and a contractor's experience in similar work and successfully working through similar complexities.

- k. Whether the public improvement involves new construction or renovates or remodels an existing structure.*

The Project is for new construction, and site improvements/demolition. The Project will be located on a site that the County has owned and controlled for decades. Of particular note is that the future courthouse will be incorporated as part of a master-planned campus environment, which will require some level of design compatibility with existing structures and will require construction coordination to minimize disruption to existing County operations onsite. The County must ensure that the Project is properly, safely, efficiently, and successfully implemented and considers the P3 process the preferred method for this in light of the increased coordination of the design and construction teams under the direction of the Project Company.

In addition, the nature of the Competitive Proposal Process provides the proposers the opportunities and incentives to identify unforeseen conditions at the Project site before commencing work as they may otherwise retain responsibility for such risks, thereby enabling the successful Project Company to efficiently address design changes early in the design phase, rather than during the construction phase.

The Competitive Proposal Process will allow the County to give appropriate weight to proposers that are skilled and experienced in performing similar site work. Because of the nature of constructing courthouse buildings, it will be important for the County to select a Project Company with experience in similar facilities.

- l. Whether the public improvement will be occupied or unoccupied during construction.*

As part of the County's Red Soils Campus, the construction area will be proximate to, but

closed off from, other sections of the campus that can remain accessible. The Project itself will not be occupied until construction is complete. In addition, there are parking areas that will need to be closed during all or part of the construction. A Project Company provides the expertise on construction staging, access, detouring, sequencing, and scheduling that will be required to maintain public access to the campus without compromising safety or timely completion. The use of the Competitive Proposal Process to select the Project Company will ensure this expertise is available.

- m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions.*

It is expected that the construction efforts for the Project will be a single phase. However, the County will look to the Project Company to determine the most appropriate phasing based on the scope of work.

- n. Whether the contracting agency has retained under contract, and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.*

A Project team has been established that includes the consultants identified above, as well as a dedicated project manager for the County, and staff from County Counsel, County Finance and Procurement. This team will actively participate in the Project from inception through contract execution and financial close (upon which construction will commence). The County will retain the services of an owner's representative to assist with the contracting phase and services during construction administration, and will retain other consultants as needed throughout the Project. The consultants currently assisting the County have experience completing similar projects using the P3 project delivery methods and have the necessary qualifications and expertise to assist with the negotiation of the Project agreement.

D. Contract Terms and Conditions

The technical complexities and uncertainties of the Project make it critical for the project agreement to contain specific terms and conditions that will increase efficiency and result in reduced costs. The above referenced Project team along with the owner's representative will ensure the resulting contract includes industry best practices, mitigates the County's risk exposure, and ensures that fees are fair and reasonable for the Project.

County Counsel will also ensure that the contract includes all legally required public procurement terms.

County Counsel, in consultation with Hawkins, has further determined that an exemption from the ordinary bid security, performance bonding and payment bonding requirements which would otherwise apply pursuant to ORS 279C.365(5) and ORS 279C.380 is warranted here. Such an exemption would be established pursuant to ORS 279C.390. Project companies do not typically provide traditional performance and payment bonds or bid security to owners in a P3 structure for a variety of reasons. The primary reason is such security instruments are typically not necessary and does not provide any further assurance that the Project will be completed in a timely manner. The Project Company will already be requiring performance and payment bonds, letters of credit or similar security from each of its

subcontractors (including the single design-build firm responsible to the Project Company for all the construction work). Furthermore, it is generally accepted in the market that the “at-risk” nature of the Project Company’s private financing (because no payments will be made until the Project is ready for occupancy) constitutes sufficient security for performance. Finally, requiring such bonds or other security could result in increased costs to the County. In general, if the Project Company were to obtain performance and payment bonds to be provided to the County, it would have to separately pay for such bonding in addition to the essentially identical bonding provided by the Project Company’s subcontractors to the Project Company. Such double costs would be included in the Project Company’s pricing and ultimately paid for by the County.

E. Reservation of Rights

ORS 279C.335(6) provides that the representations in and the accuracy of these findings support the contract-specific exemption if adopted by resolution of the Board of County Commissioners. These findings also describe, to some extent, anticipated features of the Competitive Proposal Process and resulting project agreement, but the final parameters of the Project agreement are those characteristics that will be announced in the solicitation document, and the County specifically reserves all of its rights in this regard.

F. Recommendation

A Competitive Proposal Process to procure a Project Company to deliver the project on a P3 basis is the preferred option for the Project.

The Competitive Proposal Process will ensure that the selected Project Company has the experience, expertise, and past performance to position the Project for success. Further, the Competitive Proposal Process ensures that meaningful competition occurs and that favoritism is not an element of the selection process. All these factors will assist the County in achieving fair and equitable selection of a Project Company that will deliver both good design and successful completion while minimizing public impacts; minimizing risk to the County; controlling costs associated with the design, construction, operation and maintenance of the new courthouse facility; and meeting an agreed-upon schedule.

Utilizing the P3 delivery method will enable the selected Project Company to deliver the most cost-effective and practical choices in design options, while still allowing the County to retain control of the minimum design requirements and costs. Perhaps most importantly, the P3 method will provide the expertise needed, and an integrated solution to meet financing timelines for construction and allow for a smoother and timelier progression to the start and completion of construction.

County staff therefore recommend adoption of a resolution approving a contract-specific exemption for the Project that permits use of the P3 delivery method, to permit use of the Competitive Proposal Process to select a Project Company and to grant an exemption from the ordinary bonding requirements.

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to Funding Opportunity OHA-5180-21 with Oregon Health Authority (OHA) for
Increasing Community Access to Care Utilizing Measure 110 Funds

Purpose/Outcomes	Increase access to care and improve outcomes for individuals actively using substances, engaging in substance misuse, or having a substance use disorder.
Dollar Amount and Fiscal Impact	The maximum agreement value is unknown at this time. Health Centers expects the total to be more than \$150,000, if awarded.
Funding Source	Oregon Health Authority (OHA). No County General Funds are involved.
Duration	Effective June 8, 2021 and terminates on December 31, 2021
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	Not required, application only
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10128

BACKGROUND:

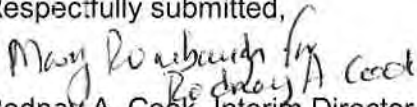
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to funding opportunity OHA-5180-21 issued by the Oregon Health Authority (OHA). Health Centers will utilize to support the opening of a Behavioral Health Clinic in the Sunnyside area of Clackamas County. This clinic would provide greater access to Mental Health and Substance Use Disorder services to the residents of Clackamas County.

The maximum value of this funding opportunity is unknown at this time but is expected to be more than \$150,000, if awarded. OHA did not set a maximum award value and has \$8.6 million available to be awarded across the state. It is effective June 8, 2021 and terminates on December 31, 2021.

RECOMMENDATION:

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund: HSS-Health Centers Division

Application for: Subrecipient Assistance Direct Assistance

Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: Measure 110 Funding Announcement

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Jennifer Stone

Requestor Contact Information: JStone@clackamas.us; 503-742-5967

Department Fiscal Representative: Sarah Jacobson

Program Name or Number (please specify): Behavioral Health

Brief Description of Project:

Increase access to care and improve outcomes for individuals actively using substances, engaging in substance misuse, or having a substance use disorder.

Name of Funding Agency: OHA (Oregon Health Authority)

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://www.oregon.gov/oha/HSD/AMH/Pages/Measure110.aspx>

OR

Application Packet Attached: Yes No

Completed By: Jennifer Stone

4.22.2021

Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable: N/A

N/A

Funding Agency Award Notification Date: 4/20/2021

4/20/2021

Announcement Date: 4/16/2021

4/16/2021

Announcement/Opportunity #: OHA-5180-21

OHA-5180-21

Grant Category/Title: Measure 110 Funds

Measure 110 Funds

Max Award Value: Amount based on proposed budget

Amount based on proposed budget

Allows Indirect/Rate: Yes/NA

Yes/NA

Match Requirement: No

No

Application Deadline: 5/3/2021

5/3/2021

Other Deadlines: N/A

N/A

Award Start Date: 6/8/2021

6/8/2021

Other Deadline Description: N/A

N/A

Award End Date: 12/31/2021

12/31/2021

Completed By: Jennifer Stone

Jennifer Stone

Program Income Requirement: N/A

N/A

Pre-Application Meeting Schedule: 4/21/2021 4pm

4/21/2021 4pm

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This funding opportunity supports the opening of a Behavioral Health Clinic in the Sunnyside area of Clackamas County. This clinic will provide greater access to Mental Health and Substance Use Disorder services to the residents of Clackamas County.

2. What, if any, are the community partners who might be better suited to perform this work?

None.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

The objective of this funding opportunity is increasing community access to care. Utilize funds to establish a behavioral health clinic in the Sunnyside area of Clackamas County.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes, the Behavioral Health MFR program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

No, adequate and qualified staff will be hired with in the funding opportunity time frame.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

No partnerships are required.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

this is not a pilot project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No it will not create a new MFR program. We will expect the program to continue on after the funding ends. The program will be funded by revenue generated from services provided.

Collaboration

1. List County departments that will collaborate on this award, if any.

No other county will collaborate at this time.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Data reporting will be required by each Recipient in response to the Secretary of State audits.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant time frame?

The performance will be evaluated based on: number of individual served by funding; demographics; client access to physical and behavioral healthcare; integrated team approach to services; and any other deemed appropriate to evaluate performance.

3. What are the fiscal reporting requirements for this funding?

N/A

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes the cost to administer the grant will be minimal.

2. Are other revenue sources required? Have they already been secured?

Yes, staff will generate charges for services revenue in combination with the grant funding.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No, the grant/financial assistance does not cover indirect costs.

Program Approval:

Egan Danehy

4/23/2021

Egan Danehy

Digitally signed by Egan Danehy
Date: 2021.04.23 09:17:08 -0700

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

**** COLLABORATION STATISTICS REQUIRED BY THE FINANCING AGENCY, COUNTY FINANCE OR ADMIN WILL BE ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	4/26/21	Deborah Cockrell
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Deborah Cockrell Date: 2021.04.26 15:02:41 -07'00'</small>		

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh	4/27/2021	Mary Rumbaugh
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Mary Rumbaugh Date: 2021.04.27 09:50:47 -07'00'</small>		

FINANCE ADMINISTRATION		
Elizabeth Comfort	4.27.2021	Elizabeth Comfort
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Elizabeth Comfort Date: 2021.04.27 09:40:36 -07'00'</small>		

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
N/A		
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation
Clackamas County Board of Commissioners, Chair
County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.

May 20, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Intergovernmental Agreement with
Oregon Health & Sciences University (OHSU)
for the Oregon Care Coordination Program (CaCoon)

Purpose/Outcomes	CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Amendment # 2 extends the agreement for another year and adds \$89,977.00.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$234,164.00
Funding Source	Grant funds from OHSU - No County General Funds are involved.
Duration	Effective October 1, 2020 and terminates on September 30, 2021
Previous Board Action	The previously viewed this on July 11, 20219, Agenda item 071119-A2 and December 19, 2019, Agenda item 121919-A5
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on April 26, 2021 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9361-02

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #2 to the Intergovernmental Agreement with Oregon Health & Science University (OHSU) for the Oregon Care Coordination Program (CaCoon).

Amendment #2 extends the term for 1 year and adds \$89,977.00. CCPHD receives grant funding from OHSU for the continuation of the Oregon Care Coordination Program (CaCoon). This grant allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health

Page 2 Staff Report
May 20, 2021
Agreement #9361-02

needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services.

This Agreement is effective October 1, 2020 and continues through September 30, 2021. This Agreement is retro-active due to a delay in receiving the Agreement from OHSU.

RECOMMENDATION:

Staff recommends the Board approval of Amendment #2.

Respectfully submitted,

*May Rowbaugh for
Rodney A. Cook*

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9361	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	Program Contact: Aalbers, Julie	<input checked="" type="checkbox"/> Amend # 2 \$ 89,977.00
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, May 20, 2021

CONTRACT WITH: Oregon Health & Sciences University

CONTRACT AMOUNT: \$234,164.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|--|--|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ | <input checked="" type="checkbox"/> 4 or 5 Year _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ | <input checked="" type="checkbox"/> Biennium _____ |
| <input checked="" type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Retroactive Request? 10/1/2020 - 9/30/2021 |

INSURANCE

 What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Kathleen Rastetter _____ Date Approved: Monday, April 26, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Oregon Health & Sciences University

BOARD AGENDA ITEM

NUMBER/DATE:

A.2

DATE: 5/20/2021

PURPOSE OF

CONTRACT/AGREEMENT: Cacoon Program -CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows Clackamas County Public Health Division (CCPHD) to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs.

H3S CONTRACT NUMBER: 9361

Research Subaward Agreement Amendment Number 2

Pass-through Entity (PTE)		Subrecipient	
Institution/Organization ("PTE") Entity Name: Oregon Health & Science University Email Address: spasub@ohsu.edu Principal Investigator: Benjamin Hoffman		Institution/Organization ("Subrecipient") Entity Name: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division Email Address: jweber2@co.clackamas.or.us; whitehead@co.clackamas.or.us Principal Investigator: Julie Aalbers	
Project Title: Title V: Maternal & Child Services			
PTE Federal Award No. B04MC31511		Federal Awarding Agency: HRSA	
Subaward Period of Performance: Start Date: 10/01/2018 End Date: 09/30/2021		Amount Funded This Action: \$89,977	Subaward No: 1015198_CLACKAMAS
Effective Date of Amendment: 10/01/2020	Total Amount of Federal Funds Obligated to Date: \$234,164	Subject to FFATA: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Automatic Carryover: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Amendment(s) to Original Terms and Conditions

This Amendment revised the above-referenced Research Subaward Agreement as follows:

The Period of Performance is hereby extended through 09/30/2021.

The Current Budget Period is from 10/01/2020 through 09/30/2021.

Funds for the Current Budget Period are hereby awarded in the amount of \$89,977 per Attachment 5.2, Payment Schedule (1 page).

The Statement of Work for the Current Budget Period is hereby included as Attachment 5.2, Statement of Work (11 pages).

Attachment 3A, PTE Contacts is hereby updated to replace the Invoice Address and the Authorized Official, as follows:

Invoice Address:
 Oregon Health & Science University
 Office of Proposal and Award Management
 3181 SW Sam Jackson Park Road
 Portland, OR 97329-3098

Authorized Official:
 Lisa Fitzpatrick, Grants & Contracts Manager, OPAM

Revisions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) are effective November 12, 2020, except for the amendments to Sections 200.216 and 200.340, which are effective on August 13, 2020.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE _____ Date: _____ Jen Michaud Subout Grants & Contracts Administrator	By an Authorized Official of Subrecipient _____ Date: <u>5/20/2021</u> Name: Title: Chair
---	---

SUBAWARD 1015198_CLACKAMAS, Amendment 2 – ATTACHMENT 5.2 – PAYMENT SCHEDULE

PAYMENT SCHEDULE:

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to spasub@ohsu.edu. If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$53,986.20.

Payment 2) Upon satisfactory completion of the Statement of Work on or after 9/30/2021, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$35,990.80.

The final invoice must be received no later than 45 days after the end of the budget period and must be clearly marked "FINAL."

Attachment A

Oregon Center for Children and Youth with Special Health Needs

Introduction

2021-2025 Oregon Title V CYSHCN - National and State Priorities:

- Culturally and Linguistically Appropriate Services (CLAS)
- Social Determinants of Health and Equity
- Toxic Stress, Trauma, ACES, and Resilience

Population of Focus – children and youth with special health care needs (CYSHCN):

“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”

Subcontractors are local public health authorities (LPHAs) who agree to:

- adhere to the scopes of work.
- complete services for CYSHCN described below by the end of the contract period.
- submit all required deliverables, including program reports, annual expenditure report, and invoices. Final invoice template to be provided by OCCYSHN.

Oregon Center for Children and Youth with Special Health Needs

SCOPE OF WORK: CaCoon

GOALS

- Improve the health and well-being of CYSHCN through public health home visiting.
- Increase families' knowledge, skills and confidence to care for their CYSCHN.
- Partner with families to coordinate care and services for their CYSCHN.

The subcontractor's Principal Investigator (PI) is responsible for compliance with this subcontract. The PI may designate an alternate (CaCoon Lead) to serve as the principal point of contact with OCCYSHN.

ELEGIBILITY

- **Age Eligibility:** CaCoon serves children and youth age's birth through age 20 (up to their 21st birthday).
- **Diagnostic eligibility:** Diagnostic eligibility is detailed in Targeted Case Management (TCM) [OAR 410-138-0040](#) "Diagnosis" column of Table 2. Public Health Nurses may use their professional judgement if a client has a chronic health condition or disability that is not specifically identified on the list by assigning risk code "B90-other chronic conditions".
- **Financial Eligibility:** CaCoon is open to all children regardless of insurance status or family income.

RESPONSIBILITIES

Subcontractors adhere to the standards detailed the CaCoon Manual (found in Box and Basecamp) including all specific guidance on:

1. Triage of referrals
2. Response requirements when services are unavailable
3. Initial outreach
4. Assessments
5. Nursing plan of care
6. Data collection
7. Training and education of staff
8. Identified lead and accountability reporting

All CaCoon services are family-centered, culturally sensitive and responsive, and linguistically appropriate. Youth (age 12-20) and their families are supported in the transition to adult health care, work, and independence.

Oregon Center for Children and Youth with Special Health Needs

SCOPE OF WORK: Shared Care Planning
--

GOALS

- Improve the health and well-being of CYSHCN through family-centered shared care plans.
- Improve communication and mutual accountability between families of CYSCHN and health and service providers.
- Increase the effectiveness and efficiency of health systems through cross-sector collaboration for CYSHCN.

The subcontractor's Principal Investigator (PI) is responsible for compliance with this subcontract. The PI may designate an alternate (Shared Care Planning Lead) to serve as the principal point of contact with OCCYSHN.

RESPONSIBILITIES

Subcontractors adhere to the values and standards described in the Shared Care Planning Handbook, including:

1. Referrals
2. Convening child health teams
3. Care plan elements
4. Monitoring care plans
5. Training
6. Reporting

All shared care planning efforts are family-centered, culturally sensitive and responsive, and linguistically appropriate. Youth (age 12-20) and their families are supported in the transition to adult health care, work, and independence.

Subcontractors develop and monitor the number and type of shared care plans detailed in Attachment C.

SCOPE OF WORK: Piloting Activate Care for Care Coordination Teams

Contract Goals:

- Improve the health and well-being of CYSHCN and their caregivers through building and strengthening cross-sector relationships to enhance the efficiency and impact of Shared Plans of Care (SPOC) for selected CYSHCN.
- Participate in an ECHO learning community aimed at identifying best practices and barriers to coordinating care through the use of a cloud-based care coordination platform called Activate Care.

Subcontractor Responsibilities:

The Subcontractor's Principal Investigator (PI) is responsible for compliance with the subcontract. PI may designate a different person to serve as the Learning Community Lead as key point of contact with the OCCYSHN staff.

1. Attend monthly meetings

- a. Participate in monthly OCCYSHN-facilitated virtual learning community Video Chats via the ECHO model. (All technical assistance to be provided by OCCYSHN).
- b. At least one month, come prepared to share a current challenge with shared care planning in Activate Care and provide some background to the challenge. Please remember to refrain from sharing protected health information.

2. Develop or re-evaluate at least three shared care plans in Activate Care

- a. Nurture and expand the number of partnerships with community based service providers who participate in Shared Care Planning.
- b. Pilot the use of Activate Care, a cloud-based care coordination platform for shared care planning.
- c. Develop or re-evaluate shared care plans for at least three CYSHCN in Activate Care, more than three shared care plans may be developed or reevaluated through Activate Care.
- d. Meet all other shared care plan requirements as outlined in OCCYSHN annual contracts. Virtual attendance at meetings and communication is allowable if all legal and access conditions are met.
 - i. Ensure fidelity to the Shared Care Plan process as described in the SPOC Handbook

Attachment A

(<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPoC.cfm>)

- ii. Ensure all appropriate releases of information are signed.

3. Report to OCCYSHN

- a. Submit Shared care plan Information Forms (SIF) for all SPOC initiated or re-evaluated outside of the Activate Care platform;
- b. Offer Study Interest Form to every family who's shared care plan is in Activate Care and fax return all completed forms to OCCYSHN;
- c. Complete a survey at the start and after the first year of the project.
- d. Complete the Year-End Report (which is part of the data collection for shared care planning).

Oregon Center for Children and Youth with Special Health Needs

Use of Allotment Funds [Section 504]

The SUBAWARDEE may use funds for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service (other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

All funds must be spent in accordance with Title V guidance, OCCYSHN program guidance and Federal Uniform guidance.

Oregon Center for Children and Youth with Special Health Needs
CaCoon (CAre COordinatiON) Program

Mission: The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development, and well-being of all of Oregon’s children and youth with special health care needs.

Vision: All of Oregon’s children and youth with special health care needs (CYSHCN) are supported by a system of care that is family centered, community-based, coordinated, accessible, comprehensive, continuous, and culturally competent.

Population of Focus – Children and Youth with Special Health Care Needs (CYSHCN):

The federal Maternal and Child Health Bureau defines children with special health needs as “those who have or are at increased risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.” (McPherson M., Arango P., Fox H., et al. “A new definition of children with special health care needs”, Pediatrics, 1998;102:137-140.)

CaCoon Program

CaCoon is a statewide public health program that provides community-based care coordination through registered nurse home visiting for families with CYSHCN.

CaCoon Program Eligibility

- Age Eligibility: The CaCoon program serves children from birth through age 20 (up to their 21st birthday).
- Diagnostic/Condition Eligibility: Diagnostic eligibility is detailed in Targeted Case Management (TCM) OAR 410-138-0040 “Diagnosis” column of Table 2. Public Health Nurses may use their professional judgement if a client has a chronic health condition or disability that is not specifically identified on the list by assigning risk code “B90-other chronic conditions”.
- Financial Eligibility: The CaCoon program is open to all children regardless of insurance status or family income.

CaCoon Standards

1. Establish and maintain a triage system that prioritizes CaCoon services for the most vulnerable children with special health care needs.
2. In situations where home visiting services are unavailable for a referred individual, at a minimum:
 - Ensure the client/family has access to a primary care medical home.
 - Notify the referral source that CaCoon services will not be provided, and provide rationale for denial.
3. Contact with family is initiated within ten (10) business days of receiving the referral.

4. Collaborate with the client's broader care team* to assess the following:
 - Client/family's strengths, needs, and goals.
 - Client/family's health literacy status, and related health-related learning needs.
 - Client's functional status and limitations and ability for activities of daily living, and participating in school and recreation.
 - Ensure appropriate screening and referral regarding physical, developmental, mental and behavioral health, and oral health as per [American Academy of Pediatrics Bright Futures guidelines](#), in coordination with primary and subspecialty health care providers.
 - Access to primary and needed subspecialty health care providers, therapies and social supports.
 - Access to supportive medical and/or adaptive equipment and supplies, e.g. suction machine, wheelchair, medications, formula, and feeding tube.
 - Screening regarding Social Determinants of Health as per [American Academy of Pediatrics Bright Futures guidelines](#).
 - Client/family's emergency and disaster preparedness planning.
 - For youth aged 12 years and older, assess youth and family preparedness for transition to adult health care, education, work, and independence.
 - Client/family's satisfaction regarding services they receive.

5. In partnership with the client/family and the broader care team*, nurses serving CaCoon clients will develop a nursing plan of care which:
 - Addresses identified needs.
 - Includes goals, progress notes, and plans for discharge from CaCoon services.
 - Addresses access to appropriate care, services and resources.
 - Demonstrates evidence of effective cross-systems care coordination, including:
 - Timely and appropriate referral to needed services and community resources.
 - Identification and problem-solving around barriers to referral follow-up.
 - Identification and elimination of redundancy of services.
 - Timely and informative updates that are shared with appropriate members of the broader care team*, including the primary care provider and the family.
 - Demonstrates evidence of client/family-centeredness, including:
 - Strategies to increase the client/family's health literacy capacity (e.g. how to obtain, process, and understand health information to facilitate informed decision about health care).
 - Client/family partnership.
 - Interventions that increase the client/family's capacity to implement the nursing plan of care, e.g. caregiver support, teaching, and provision of anticipatory guidance.
 - Ensures cultural and linguistic sensitivity and responsiveness.
 - Provides for visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.

- Anticipates and supports youth transition to adult health care, work, and independence.
 - Is re-evaluated as required with changing circumstances, but at least every six months.
6. Collect required data on client visits and enter it into the state designated data system (either the ORCHIDS database or THEO when it is brought online) within 30 business days of visiting the client and within 45 days of case closure.
 7. CaCoon staff and supervisor(s) actively participate in education that improves their CaCoon practice. They are required to:
 - Complete the Introduction to CaCoon PowerPoint prior to commencing CaCoon activity.
 - Participate in annual OCCYSHN Regional or State Meetings.
 - At least one representative of the CaCoon program is required to attend monthly OCCYSHN-hosted web-based learning opportunities (all CaCoon staff are strongly encouraged to attend).
 8. Designate a CaCoon Lead. The CaCoon Lead has the skills and authority to lead the CaCoon program, assure accountability for contracted responsibilities, and to be the key point of contact with OCCYSHN. The CaCoon Lead submits the Annual CaCoon Accountability Report and the Shared Care Planning End-of-Year Report, if applicable.

**In addition to the primary care provider and the family, the broader health care team for CYSHCN may include:*

- ✓ *Child care and/or respite care*
- ✓ *Community Connections Network (CCN)*
- ✓ *Dentist/Orthodontist*
- ✓ *Department of Human Services – Child welfare*
- ✓ *Developmental Disabilities (DD) Services*
- ✓ *Durable medical equipment agency*
- ✓ *Early Intervention/ Early Childhood Special Education (EI/ECSE)*
- ✓ *Emergency medical services*
- ✓ *Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)*
- ✓ *Family to Family (F2F) or other family support organization*
- ✓ *Housing supports*
- ✓ *Medical specialists*
- ✓ *Mental health services*
- ✓ *Occupational therapy*
- ✓ *Pharmacy*
- ✓ *Physical therapy*
- ✓ *School systems, including special education*
- ✓ *Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)*
- ✓ *Speech therapy*

- ✓ *Supplemental Security Income (SSI)*
- ✓ *Transportation supports*

**Clackamas County
FY21 Activity Breakdown and Payment Schedule**

Clackamas County shall complete the following:

CaCoon Activities	SPOC Activities	PACCT Activities	Total Subcontract
\$19,731.00	\$55,246.00	\$15,000.00	\$89,977.00

With your SPOC activities, you agree to complete the following number of SPOC in the following categories. If participating in PACCT, a minimum of 3 the total SPOCs must be completed using Activate Care.

8	Re-evaluation
6	New
14	Total SPOC

Each SPOC developed will serve a unique child or youth and their family.

Of the total SPOC to be completed:

a minimum of	6	must be Complex SPOCs; and
a minimum of	3	must be Transition-Focused SPOCs

Note: The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both your transition-focused requirements AND your complex requirements.

This subcontract will be paid in two installments on the following schedule:

	Direct Costs	Indirect Costs	Total Costs
LHD to invoice OHSU an initial 60% as soon as subcontract is fully executed	\$49,078.36	\$4,907.84	\$53,986.20
LHD to invoice OHSU the FINAL 40% after LHD has submitted all required deliverables	\$32,718.91	\$3,271.89	\$35,990.80
Total Funding	\$81,797.27	\$8,179.73	\$89,977.00

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement
with City of Wilsonville/Wilsonville Community Center to Provide Social
Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #5 with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
Dollar Amount and Fiscal Impact	This amendment adds \$29,483; for a revised agreement maximum of \$125,389 for the FY20/21 funding. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action	060619-A6, 060420-A4, 070920-A4, 073020-A6
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Amendment in a format approved by County Counsel
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9271; Subrecipient #20-011

BACKGROUND:

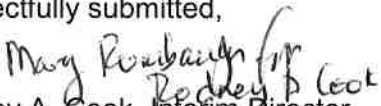
The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Wilsonville area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$29,483 in funding for an updated grant maximum of \$125,389 for FY20/21. This amendment is in a format approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9271 Board Order #: Prior Board Order # 060619-A6, 060420-A4, 070920-A4, 073020-A6	Division: SS Contact: Reid, Stefanie Program Contact: Reid, Stefanie	<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Amend # 5 \$ 29,483.00 <input type="checkbox"/> Procurement Verified <input type="checkbox"/> Aggregate Total Verified
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Non BCC Item BCC Agenda **Date:** Thursday, May 20, 2021

CONTRACT WITH: 19-21 CityofWilsonville-Wilsonville Community Center

CONTRACT AMOUNT: \$243,792.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input checked="" type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____	<input type="checkbox"/> 4 or 5 Year _____
<input type="checkbox"/> Upon Signature _____	<input checked="" type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Retroactive Request? 7/1/2020 - 6/30/2021

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
 If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
 If no, explain why:

Professional Liability: Yes No, not applicable No, waived
 If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: _____ Date Approved: _____
 OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin Digitally signed by Brenda Durbin
Date: 2021.04.21 17:25:53 -07'00'

Date: _____

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
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AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 19-21 CityofWilsonville-Wilsonville Community Cente

BOARD AGENDA ITEM

NUMBER/DATE: A.3 **DATE:** 5/20/2021

PURPOSE OF

CONTRACT/AGREEMENT: Aging services subrecipient agreement for the delivery of community-based services to older adults in the Wilsonville area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

H3S CONTRACT NUMBER: 9271

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9271

Subrecipient #: 20-011

Board Agenda 060619-A6, 060420-A4, 070920-A

Amendment Number: 5

Division: Social Services

Contractor: City of Wilsonville – Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$29,483.

This Amendment #5, when signed by the City of Wilsonville – Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County (“COUNTY”) will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended (“agreement”);

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is \$95,906. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
4. **Grant Funds.** COUNTY’s funding of \$95,906 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.

To Read:

4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$125,389**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
 - a. **Grant Funds.** COUNTY's funding of **\$124,789** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. **Other Funds.** The COUNTY's funding of **\$600** in CSBG funding for Medicaid Home Delivered Meals to disabled persons under sixty are from CSBG funds issued to COUNTY by Oregon Housing and Community Services Dept.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

I. Amend: Exhibit 5 – Budget and Units of Services - Unit Cost Schedule

Amend:
 CITY OF WILSONVILLE - COMMUNITY CENTER
 Fiscal Year 2020-21

Federal Award Numbers CFDA Number Service Category	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	OAA	NSIP	Other	Prog.	NO. OF	TOTAL	REIMBURSE-
	Funds 16AAORTYSS 93,044 (1)	Funds 16AAORTSCM 93,045 (2)	Funds 16AAORTJHD 93,045 (3)	Funds CARES-ACS 93,045 (4)	Funds 16AAORT3PH 93,043 (5)	Match N/A (6)	Funds 16AAGRNSIP 93,053 (7)	State Funds (8)	Income (9)	UNITS (10)	COST (11)	MENT RATE (12)
Case Management	\$2,106					234				73.02	\$2,340	\$28.84
Reassurance	\$1,894					211				66.85	\$2,105	\$28.33
Info. & Assistance	\$1,460					162				65	\$1,622	\$22.46
Transportation	\$5,371					597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/FALLS PREVENTION					\$2,860	0				38.1 Classes	\$2,860	\$32.87
OAA NSIP Food Service		\$11,462	\$6,451	\$7,127		2,217	\$10,395		\$15,940	16,500	\$55,512	\$2.27
OAA Meal Site Mngt.		\$17,502	\$12,883	\$10,865		3,379				16,500	\$44,629	\$2.50
Site Purchased Meals - Restaurant		\$475	\$875	\$2,160		N/A				360	\$3,510	\$9.75
OPI/HDM						0		0			\$0	
TOTALS	\$10,831	\$29,459	\$22,209	\$20,152	\$2,860	\$6,800	\$10,395	\$0	\$15,940		\$118,546	

Source of OAA Match - Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$95,906

Federal Award Total \$ 95,906

TO READ: Exhibit 5 – Budget and Units of Services – Unit Cost Schedule

To Read:
 CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2020-21

Federal Award Numbers CFDA Number Service Category	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	OAA	NSIP	Other	Prog.	NO. OF	TOTAL	REIMBURSE-
	Funds	Funds	Funds	Funds	Funds	Match	Funds	State	Income	UNITS	COST	MENT RATE
	16AA0RT3SS	16AA0RT3C1	16AA0RT3D	CARES ACS	16AA0RT3PH		16AA0RT3SP	Funds				
	93,044	93,045	93,045	93,045	93,043	N/A	93,053			(10)	(11)	(12)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			
Case Management	\$2,106					234				73.02	\$2,340	\$28.84
Reassurance	\$1,894					211				66.85	\$2,105	\$28.33
Info. & Assistance	\$1,460					162				65	\$1,622	\$22.46
Transportation	\$5,371					597				1,343	\$5,958	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION						0				38.1	\$2,860	\$32.87
OAA HDM Assessments				2884		0				Classes	\$2,860	\$32.87
OAA/NSIP Food Service		\$14,073	\$14,780	\$7,983		3,208	\$15,945		\$20,410	100	\$2,884	\$28.84
OAA Meal Site Mngt.		\$20,048	\$21,056	\$12,169		4,571				21,260	\$76,399	\$2.48
Site Purchased Meals - Restaurant				\$2,160		N/A				21,260	\$57,844	\$2.51
CSBG CARES - Under 60 HDM						0		600		270	\$2,160	\$8.00
TOTALS	\$10,831	\$34,121	\$35,836	\$25,196	\$2,860	\$8,984	\$15,945	\$600	\$20,410	100	\$600	\$6.00
											\$154,782	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations



CONTRACT AMOUNT: \$125,389

Federal Award Total \$ 124,789

City of Wilsonville – Community Center
Subrecipient Grant Agreement #20-011, Amendment 5

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

City of Wilsonville	CLACKAMAS COUNTY
 By: _____ Bryan Cosgrove, City Manager	Commissioner: Tootie Smith, Chair Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Mark Shull
Date _____ Approved as to Content:	Signing on Behalf of the Board:
 Brian Stevenson, Senior Services Manager	_____ Tootie Smith, Chair
4/13/21 Date _____	5/20/2021 Date _____

May 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #166036 with the State of Oregon,
Acting by and through its Oregon Health Authority, for the operation and financing of
Community Mental Health, Addiction Treatment, Recovery & Prevention Services,
and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County
Dollar Amount and Fiscal Impact	Revenue contract with a maximum value of \$8,324,692.18
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority
Duration	Effective January 1, 2021 and terminates December 31, 2021
Previous Board Action	2019-21 biennial agreement was reviewed and approved by Board June 20, 2019, Agenda Item 062019-A10
Counsel Review	Reviewed and approved by Counsel February 17, 2021
Procurement Review	Was this item reviewed by Procurement? No. Item is an intergovernmental revenue agreement.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#9973

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement #166036 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 Program Gambling programs in Clackamas County. The Board of County 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.

This Agreement is effective January 1, 2021 and terminates December 31, 2021, with a maximum value of \$8,324,692.18.

RECOMMENDATION:

Staff recommends Board approval of this Intergovernmental Agreement.

Respectfully submitted,

*Mary A. Rombough
for Rodney A. Cook*

Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 166036, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Clackamas County _____ by email.

Contractor's name

On _____
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT #166036

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

This 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County**, a political subdivision of the State of Oregon (“County”).

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on January 1, 2021. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2021.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

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

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

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

3. Signatures.

Clackamas County

By:

_____	Tootie Smith	Chair	5/20/2021
Authorized Signature	Printed Name	Title	Date

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

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax & Finance Section, on January 29, 2021; email in Contract file.

OHA Program:

Approved by Sheryl Derting on February 4, 2021; email in Contract file.

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

**EXHIBIT A
DEFINITIONS**

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

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit F, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
6. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.

8. **Community Mental Health** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances..
9. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
10. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
11. **“DHS”** means the Department of Human Services of the State of Oregon.
12. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
13. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
14. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
15. **“Health Services Division” or “HSD”** means for the purpose of this Agreement, the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
16. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
17. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
18. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;

- b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
19. **“Local Plan” or “Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.
20. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
22. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
23. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit E, “Special Terms and Conditions.”
25. **“Problem Gambling Services”** means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling Services and Gambling Disorder will be used interchangeably.
26. **“Program Area”** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.

27. **“Provider”** has the meaning set forth in section 5 of Exhibit F, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.
28. **“Provider Contract”** has the meaning set forth in Exhibit F, “General Terms and Conditions,” section 5.29. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
- a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder.
30. **“Service(s)”** or **“Service Element(s)”** means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

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

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

31. **“Service Description”** means the description of a Service or Service Element as set forth in Exhibit B-1, “Service Descriptions.”
32. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2, “Specialized Service Requirements,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

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

33. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
34. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit F, “General Terms and Conditions,” section 3.b.

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

**EXHIBIT B-1
SERVICE DESCRIPTIONS**

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

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

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

a. **Service Description**

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

b. **Performance Requirements**

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

No special reporting requirements.

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

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

Use Payment and Confirmation language.

2. **Service Name:** START-UP
Service ID Code: A&D 60

a. **Service Description**

Funds awarded must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award." Description of Start-Up activities are activities necessary to begin, expand, or improve Substance Use Disorder and Problem Gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from A&D 60 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow procedures as prescribed by that unit.

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

b. **Performance Requirements**

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

c. **Special Reporting Requirements**

Using the OHA prescribed "Start-Up Request & Expenditure Form," County shall prepare and submit electronically, to

amhcontract.administrator@dhsosha.state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award." The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit K, "Start-Up Procedures." Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

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

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

Use Payment Start-Up, and Settlement Start-Up language.

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

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

a. **Service Description**

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

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

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

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

b. **Performance Requirements**

- (1) Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.
- (2) Subject to the preference for pregnant women and intravenous drug users described in Exhibit G, “Required Federal Terms and Conditions,” County and Providers of A&D 61 Services funded through this Agreement shall give priority access to such Services first to Individuals referred by the

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

- (3) Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program, able to meet the cultural and linguistic needs of the Individual, and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the Individual's clinical record:
- (a) Address co-occurring disorders, including gambling, in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
 - (b) Address the interaction of the substance-related and mental health disorders in assessing each Individual's history of psychological trauma, readiness to change, relapse risk, and recovery environment;
 - (c) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
 - (d) The provider's policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
 - (e) In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to receive medication specific to the individual's diagnosed clinical needs, including medications used to treat opioid dependence.
 - (f) Involve the family or significant others of the Individual in the treatment process;
 - (g) Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
 - (h) Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and

- (i) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) days of discharge from the residential program.
- (4) Quality of Services provided under this Agreement will be measured in accordance with the following criteria:
 - (a) **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment; and
 - (b) **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of Individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

c. **Reporting Requirements**

See Exhibit E, 10.

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

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

Use Payment and Confirmation language.

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

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

a. **Service Description**

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

b. **Performance Requirements**

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

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to amhcontract.administrator@dhsosha.state.or.us written quarterly summary reports on the delivery of A&D 62 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
 - (a) Number of parents and children residing in the substance use disorder residential treatment facilities, including length of stay; and
 - (b) If the parent of dependent child(ren) are TANF eligible.

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

See Exhibit D, Payment, Settlement, and Confirmation

Use Payment and Confirmation language.

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

a. **Service Description**

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

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

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

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

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

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

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

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

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

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

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

b. Performance Requirements

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

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

- (1) Delivered by Peer Support Specialists and Peer Wellness Specialists who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;
- (2) Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with Peer Delivered Services and a certified Peer Support Specialist or Peer Wellness Specialist;
- (3) Delivered in accordance with a plan developed with or by the Individual receiving Services;
- (4) Documented and regularly reviewed by the Individual receiving Services; and
- (5) Documented either in MOTS or MMIS or comparably reported.

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

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

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

- (1) Within 30 calendar days of the County providing A&D 63 Services, County shall prepare and electronically submit a written entry baseline assessment report to amhcontract.administrator@dhsosha.state.or.us.
- (2) County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of A&D 63 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
 - (a) The amount of financial assistance spent on A&D 63 Services as of the end of the reporting period;
 - (b) Number of Individuals served by Peer Support Specialist(s), categorized by age, gender, and ethnicity;
 - (c) Breakdown of Service received;
 - (d) Number of Individuals who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;
 - (e) Number of Individuals who gained employment or engaged in productive educational or vocational activities during Service participation;
 - (f) Number of Individuals who remained crime-free during Service participation; and
 - (g) Number of Individuals served who are being retained from the previous quarter.

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

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

Use Payment and Confirmation language.

6. **Service Name:** HOUSING ASSISTANCE
Service ID Code: A&D 64

a. **Service Description**

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

All Individuals receiving A&D 64 Services funded through this Agreement must reside in County, be in recovery from Substance Use Disorders, were previously homeless or at risk of homelessness, and be participating in a verifiable program of recovery. OHA will not provide financial assistance for A&D 64 Services under this and succeeding Agreement for more than 24 consecutive months for any particular Individual, unless approved in advance by OHA in writing.

b. **Performance Requirements**

Housing Assistance Services include:

- (1) Rental Assistance in the form of cash payments, made on behalf of Individuals recovering from Substance Use Disorders, to cover all or a portion of the monthly rent and utilities for alcohol and drug free housing
- (2) Housing Coordination Services in the form of staff support to assist Individuals recovering from Substance Use Disorders in locating and securing suitable housing, and referrals to other resources.
- (3) Residential Costs to pay for move-in and barrier removal costs not to exceed 20% of total funds awarded to support securing and maintaining housing such as payment of rental deposits and fees, moving and storage costs, payment of past due utility bills and securing a credit report. These must be one-time payments only; no on-going expenses. Housing expenses not eligible are furnishings, appliances, household supplies and equipment; barrier removal expense not eligible are any payments made that do not advance the effort to secure rental housing.

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

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

c. **Reporting Requirements**

See Exhibit E, 10.

d. Special Reporting Requirements

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

Each report shall provide the following information:

- (1) Information and data as required on the OHA-provided reporting template;
- (2) Provide, for financial settlement purposes, the total amount expended during the subject quarter for the following:
 - (a) Amount expended for staff positions (Housing Coordination)
 - (b) Amount expended for administration.
 - (c) Amount expended for move-in and barrier removal services (Residential Costs);
 - (d) Amount expended for Rental Assistance and
- (3) All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission. Failure to submit complete and accurate reports could result in the withholding of future payment of Financial Assistance.

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

See Exhibit D, Payment, Settlement, and Confirmation
Use Payment and Confirmation language.

7. **Service Name:** INTOXICATED DRIVER PROGRAM FUND (IDPF)
Service ID Code: A&D 65

a. **Service Description**

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

- (1) Eligible Services to Individuals who have been adjudicated for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (2) Special Services provided for individuals adjudicated for DUII.

Definitions

- (1) “Eligible Individual” means an Individual who:
 - (a) Is not eligible for Medicaid or is underinsured; and
 - (b) Demonstrates a need for financial assistance based on an income below 200% of the federal poverty guidelines.
- (2) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (3) “Treatment” means medically appropriate services for Individuals diagnosed with a substance use disorder

b. **Performance Requirements**

- (1) Providers of Services funded through this Agreement must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (2) DUII services providers funded through this Agreement must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.
- (3) Eligible Services are limited to:
 - (a) Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - (b) Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - (c) Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432.
- (4) Special Services funded through this Agreement are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
 - (a) Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or

- (b) Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
- (c) Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (5) OHA will follow the Medicaid fee schedule in making disbursements for Eligible Services. At no time will OHA provide financial assistance above the Medicaid fee schedule for Eligible Services.
- (6) For Special Services, OHA will make disbursements based on the County's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, County must obtain OHA's approval of the Special Services prior to incurring such costs.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly summary reports on the delivery of IDPF Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County is responsible for documenting consent for disclosure compliant with 42 CFR Part 2 as necessary to comply with the reporting requirements in this section.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements

Use Payment and Confirmation language.

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

Service ID Code: A&D 66

a. Service Description

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

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

- (2) It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:
- (a) Counseling and education about HIV and tuberculosis (TB);
 - (b) Risks of sharing needles;
 - (c) Risks of transmission to sexual partners and infants;
 - (d) Steps to ensure that HIV and TB transmission does not occur;
 - (e) Referral for HIV or TB treatment services, if necessary;
 - (f) Counseling on the effects of alcohol and drug use on the fetus; and
 - (g) Referral for prenatal care.
- (3) A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by OHA. County shall provide the following Services, subject to availability of funds:
- (a) Outreach (case finding), early identification and screening, assessment and diagnosis, and education:
 - A. Outreach: Partner with healthcare Providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate Services.
 - B. Early Identification and Screening: Conduct periodic and systematic screening that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the

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

- C. Assessment and Diagnosis: Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of Service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:
 - I. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.
 - II. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. “**Intensive Community Services**” are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - III. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with “Intensive Outpatient Services and Supports” or “Intensive Treatment Services,” as defined in OAR 309-022-0105(43) and 309-022-0105(44), respectively.
 - D. Education: Partner with other community groups and organizations, including but not limited to schools, community corrections, and other related organizations, to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups’ needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment Services within these populations.
- (b) Initiation and Engagement: Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:
- A. Brief motivational counseling;
 - B. Supportive Services to facilitate participation in ongoing treatment; and

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

(c) Therapeutic Interventions:

General community-based Services, which may include:

- A. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
- B. General outpatient Services;
- C. Medication management for:
 - I. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
 - II. Substance Use Disorders:
 - (A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
 - (B) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
- D. Detoxification for Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
- E. Meaningful Individual and family involvement.

(d) Continuity of Care and Recovery Management:

- A. Continuity of care Services includes:
 - I. Coordinate and facilitate access to appropriate housing Services and community supports in the Individual's community of choice;
 - II. Facilitate access to appropriate levels of care and coordinate management of Services and supports based on an Individual's needs in their community of choice;
 - III. Facilitate access to Services and supports provided in the community and Individual's home designed to

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

IV. Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.

B. Recovery Management Services includes:

I. Continuous case management;

II. Monitoring of conditions and ongoing recovery and stabilization;

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

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

b. Performance Requirements

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

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

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

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

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

- (d) **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
- (e) **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.
- (f) **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 day retention, whichever comes first.
- (g) **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- (h) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within 7 calendar days after: (A) hospitalization for mental illness; or (B) any facility-based Service defined as residential.
- (i) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
- (j) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
- (k) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:
 - A. Housing Status: If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
 - B. Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as

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

- C. School Performance: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
- D. Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to amhcontract.administrator@dhsoha.state.or.us written quarterly summary reports on the delivery of A&D 66 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
Description of the delivery of A&D 66 Services provided to individuals who are not enrolled in MOTS at the time of their participation in Prevention, Education, or Outreach Service delivery, as described in this Service Description. Cases without evidence of treatment engagement in the clinical record do not count toward the Service delivery requirement, except as listed above for Prevention, Education, and Outreach.

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

See Exhibit D, Payment, Settlement, and Confirmation Requirements

Use Payment and Settlement language.

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

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

a. **Service Description**

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

Housing/lodging services includes;

- (1) Bed with a frame and clean mattress;
- (2) Pillow(s);
- (3) Linens; sheets, pillowcases, and blankets;
- (4) Bath towel and wash cloth;
- (5) Private dresser or similar storage area for personal belongings;
- (6) Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);
- (7) Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and
- (8) Rent/Utilities (no additional charges to Individual while in treatment).

b. **Performance Requirements**

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

c. **Reporting Requirements**

See Exhibit E, 10.

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

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

Use Payment and Confirmation language.

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

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

a. Service Description

- (1) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:
 - (a) Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and
 - (b) Prevent Problem Gambling.
- (2) The goals and outcomes for County's A&D 80 Services must be described in County's OHA approved Problem Gambling Prevention Implementation Plan, completed using the form located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>; and submitted electronically to OHA at: amhcontractadministrator@dhsoha.state.or.us. County's A&D 80 Services will be monitored and evaluated on the basis of the County's effectiveness in achieving the goals and outcomes identified in the OHA approved County Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.

b. Performance Requirements

- (1) County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, who shall be responsible for:
 - (a) Implementation plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Planning frameworks shall demonstrate the following: assessment of current status of the problem, desired outcome, strategic plan to meet outcome; and evaluation plan;
 - (b) Utilizing community assessment to identify trackable outcome measurements within implementation plan;
 - (c) Implementing problem gambling prevention activities each quarter related to their identified goals in their implementation plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;
 - (d) Monitoring, implementation, evaluation and oversight of the Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting it electronically to OHA through the Problem Gambling Prevention Data Collections System at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>;
 - (e) Preparation of reports, as described in the "Special Reporting Requirements" section below;

- (f) Oversight and coordination of A&D 80 Services, activities, and programs provided in the County;
 - (g) Completion of Problem Gambling Prevention Coordinator Training Series requirements within two years from the date of hire. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pges/Prevention.aspx>;
 - (h) Attend a minimum of 15 hours of OHA Problem Gambling Services approved trainings per biennium, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
 - (i) Development and adoption of a comprehensive written policy, on gambling in the workplace; and.
 - (j) Participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule for visit, located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.
- (2) In accordance with OHA's Trauma Informed Care (TIC) Policy, as described in Exhibit D, "Special Terms and Conditions," County's CMHP providing A&D 80 Services shall have: a TIC plan; TIC as a core principle in CMHP's policies, mission statement, and written program/service information; initiated and completed an agency self-assessment; and a quality assurance structure/process to further develop and sustain TIC.
 - (3) The Problem Gambling Prevention Implementation Plan shall include details of the Services to be provided by County and must include as many of the Six Center for Substance Abuse Prevention (CSAP) Strategies as possible (e.g. Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities, and Environmental Strategies). The Six CSAP Strategies with Examples may be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.

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

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

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

c. **Special Reporting Requirements**

- (1) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis through the Oregon Problem Gambling Prevention Data Collection System, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>, no later than 45 calendar days following the end of each quarter November, February, May, and August, with respect to Services provided in the prior quarter.
- (2) Trauma Informed Care (TIC): County shall submit a written report related to trauma informed care activities, process or needs to OHA upon request.
- (3) County shall notify OHA Statewide Problem Gambling Prevention and Outreach Specialist within 10 business of any changes related to designated Problem Gambling A&D 80 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us.

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

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

Use Payment and Confirmation language.

11. **Service Name:** **PROBLEM GAMBLING TREATMENT SERVICES**
Service ID Code: **A&D 81**

a. Service Description

- (1) For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.
 - (a) A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to:
 - i. clinically significant impairment or distress, as indicated by the Individual exhibiting one or more diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders; or
 - (b) A diagnosis of relationship distress with spouse or intimate partner; a diagnosis of relational problems or problems related to psychosocial circumstances; or diagnosis of stressful life events affecting family and household, as listed within the most current version of the International Classification of Disease (ICD), as it relates to problem gambling.
- (2) Problem Gambling Treatment Services (A&D 81 Services) are as follows:
 - (a) Outpatient A&D 81 Services provide problem gambling assessment, treatment, and rehabilitation services, delivered on an outpatient basis or intensive outpatient basis to Individuals and those in relationships with Individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. Outpatient A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services, in response to crisis for the Individual, and may include individual, group, couple, and family counseling.
 - (b) “Session” or “treatment session” means A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).
 - (c) Client-finding/referral pathway development and maintenance: Treatment-specific outreach is targeted outreach for which the primary purpose is to get disordered and problem gamblers and, if appropriate, their family members into treatment through screening, identification and referrals from entities such as social service, allied health, behavioral health and criminal justice organizations.
 - (d) In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs and/or SUD’s treatment programs within County or subcontractors with screening, identification and referral to A&D 81 Services.

- (e) A&D 81 Services are to be made available to any Oregon resident with a Gambling Disorder or diagnosis of relational problem as defined above. A&D 81 Services to out-of-state residents are permissible if the presenting Gambling Disorder or relational problem diagnoses are reported as primarily related to an Oregon Lottery product. Providers must request a waiver, to provide Services to out of state residents, using the Out of State Variance Form, located at: <https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>, and submitting the request to OHA electronically at the email address provided on the form.

b. Performance Requirements

- (1) County shall maintain Certification, as provided under OAR 309-008-0100 through 309-008-1600 “Certification of Behavioral Health Treatment Services,” for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 “Outpatient Behavioral Health Services,” as such rules may be revised from time to time.
- (2) County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 81 Services fails to meet any of the performance requirements, the specific performance requirements that are out of compliance will be reviewed at a specifically scheduled performance requirement site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

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

- (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 81 Services and the first offered service appointment must be 5 business days or less for at least [90%] of all Individuals receiving A&D 81 Services funded through this Agreement.
- (b) **Client Satisfaction:** The percent of Individuals receiving A&D 81 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Client satisfaction surveys must be completed by no less than [50%] of total enrollments.
- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 81 Services who actively engage in treatment for at least 10 clinical sessions must be at least [40%].

- (e) **Successful Completion:** The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must be at least [35%] (unadjusted rate). Successful completion of problem gambling treatment is defined as Individuals who have: (a) achieved at least [75%] of short-term treatment goals; (b) completed a continued wellness plan (i.e., relapse prevention plan); and (c) lack of engagement in problem gambling behaviors for at least [30] consecutive days prior to successful completion of A&D 81 Services.
- (f) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete a client enrollment survey must not be less than [95%.]
- (g) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County's CMHP providing A&D 81 Services shall have a TIC plan and have TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

(3) Technical Assistance and Program Development

- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (c) County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include engagement, education, screening, identification and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model, which can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (d) A&D 81 Services are limited to [12] months per Individual. This Service limitation will count [12] consecutive months, starting with the Individual's enrollment date. Individuals must have been out of Service for a minimum of [90] consecutive days prior to any re-enrollment in the state system.

Providers may request a waiver of the [12] month Service limitation by completing the Length of Stay Variance Form, located at:<https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>, and submitting the form to OHA electronically at the email address provided on the form. The request for a waiver must

be received no less than 30 calendar days prior to exceeding the [12] month Service limitation period and shall include the clinical need for a waiver and a treatment plan indicating the requested length of time to complete the plan. Waivers, if approved, will be for fixed periods of time.

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

County shall notify OHA Problem Gambling Treatment and Recovery Specialist within 10 business days of any changes related to designated Problem Gambling A&D 81 Services program staff. Notification shall be sent to pgs.support@dhsosha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services. Information to be submitted to OHA/PGS management information system provider. All Providers of A&D 81 Services shall comply with the current OHA designated and approved problem gambling treatment data collection system and manual located at <https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>.

- (1) Intake Data: The enrollment record abstracting form and the gambling client survey must be collected and submitted within [14] calendar days of the first face-to-face treatment contact with an Individual.
- (2) Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 81 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

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

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

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

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

- (4) Discharge Data: Discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.
- (5) Trauma Informed Care (TIC): County shall submit a written report related to trauma informed care activities, process, or needs to OHA upon request.

(4) Financial Assistance Calculation, Disbursement, Confirmation of Performance and Reporting Requirements, & Provider Audit Procedures

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

Use Payment and Confirmation language.

In addition:

- (a) OHA will provide financial assistance for A&D 81 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (b) OHA will not make multiple financial assistance disbursements for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session.
- (c) Providers of A&D 81 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (d) Provider Audits: Providers receiving funds under this Agreement, for A&D 81 Services, are subject to audits of all funds applicable to A&D 81 Services rendered. The purpose of these audits is to:
 - i. Require proper disbursements were made for covered A&D 81 Services;
 - ii. Recover over-payments;
 - iii. Discover any potential or actual instances of fraud and abuse; and
 - iv. Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" above.

Providers may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.