

August 17, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #2 increasing funding and duration of an Intergovernmental Agreement with the Oregon Health Authority for Choice Model Services. Amendment value is \$423,946.50 for six months, Agreement value increased to \$1,695,785.99 for 2 years. Funding through Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	Agreement February 10, 2022, Agenda Item 20220210 I.B.2; Amendment #01 March 2, 2023, Agenda Item 20230302 III.E.17; Amendment #2 Issues August 15, 2023		
Performance Clackamas	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Mary Rumbaugh	Contact Phone	503-742-5305

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

Clackamas County is required to provide Exceptional Needs Care Coordination, as appropriate to the needs, preferences and choices of each individual, and activities to remove barriers and facilitate integrated services and supports, which are not funded through other sources. These activities may include, but are not limited to, coordination with all involved partners (i.e. forensic), room and board payments; rental assistance; utility payments; prescription or over-the-counter medications and medical supplies not covered by Medicaid or other sources; transportation; establishment of guardianship services; and peer delivered services. The program also acts as a technical support and as a liaison with Oregon Health Authority for local residential services providers.

The Choice Model Team has served 147 individuals between January 1, 2022 and June 30, 2023; this includes long-standing clients and complex shorter-term discharge planning assistance with hospital, forensic and coordinated care organization partners. The team added a care coordination position, dedicated to working with individuals exiting the Aid and Assist program, in an effort to reduce recidivism and assist individuals in getting connected to services and supports in the

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community. Additionally, the team has prioritized supporting the expansion of behavioral health adult foster homes in Clackamas County. Two Adult Foster Homes have opened, so far, through the licensing process with Oregon Health Authority's Health System Unit with the team's residential specialist supporting the program openings. It is anticipated that two more homes will be opening in the next quarter as well.

Amendment #2 extends the Agreement's term of 1.5 years (January 1, 2022 to June 30, 2023), six additional months through December 31, 2023 and adds \$423,946.50 for the additional months of services. The new maximum revenue available under this Agreement is \$1,695,785.99.

RECOMMENDATION: Staff recommends Board approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney A. Cook".

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



Agreement Number 173255

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

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

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

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

hereinafter referred to as "County."

RECITALS

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

WHEREAS, OHA and County intend to amend the Agreement to extend its effectiveness through **December 31, 2023**;

WHEREAS, due to the short amount of time remaining to amend the Agreement before its expiration, the proposed amendment number **02** to extend the effectiveness of the Agreement and otherwise modify it may not be executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expires on **June 30, 2023** in accordance with its terms; and

WHEREAS, OHA and County desire to either amend the Agreement before it expires or, if the Agreement has expired, reinstate the Agreement in its entirety as of **June 30, 2023**, and to amend the Agreement (once reinstated) to extend its effectiveness through **December 31, 2023**, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements

contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

AMENDMENT

1. **Reinstatement.** OHA and County hereby reinstate the Agreement in its entirety as of **December 31, 2021** and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. OHA and County further agree that, upon the amendment of **Section 1. “Effective Date and Duration”** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. “Effective Date and Duration”**, as amended, subject to the termination provisions otherwise set forth in the Agreement.
2. **Amendment.** OHA and County hereby amend the Agreement as follows.
 - a. **Section 1 “Effective Date and Duration”** of the Contract Document is hereby amended to change the expiration date of the Contract from **June 30, 2023** to **December 31, 2023**.
 - b. **Exhibit D, “Financial Pages,”** is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes

(or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subagreements;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding; and
- h. County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Clackamas County

Street address: 2051 Kaen Road, Suite 154

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

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

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

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

Workers' Compensation Insurance Company: Self-insured

Policy #: N/A Expiration Date: Ongoing

6. Signatures.

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Interim Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via email by Jeffrey J. Wahl, Assistant Attorney General on June 28, 2023; email in Agreement file.

Exhibit D Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0737

CONTRACT#: 173255

CONTRACTOR: CLACKAMAS COUNTY-CHOICE

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024													
6	804	BASE CHOICE	CHOICE MODEL SERVICE	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$402,749.17	\$0.00	A	1	Y		
6	804	BASE CHOICE	CHOICE MODEL SERVICE	7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$21,197.33	\$0.00	C	1	Y		1
TOTAL FOR SE# 6							<u>\$423,946.50</u>	<u>\$0.00</u>					
TOTAL FOR 2023-2024							<u>\$423,946.50</u>	<u>\$0.00</u>					
TOTAL FOR M0737 173255							<u>\$423,946.50</u>	<u>\$0.00</u>					

**Exhibit D
Financial Pages**

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY-CHOICE
DATE: 07/14/2023

Contract#: 173255
REF#: 002

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2023-2025 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2023-2025 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0737 1 These payments are for MHS 06 Choice Model Services performance payment.