Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of June 22, 2016

DATE: June 10, 2016

FROM: Nancy Mooney, Contract Specialist, Deschutes County Health Services, 322-7516

TITLE OF AGENDA ITEM:
Consideration of Board Signature of Document #2016-333, Amendment #13 to Intergovernmental Financial Agreement Award #147787 between Deschutes County Health Services, Behavioral Health Division and the Oregon Health Authority for the financing of Community Addictions and Mental Health Services for year 2015-2017.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:
The Oregon Health Authority (OHA) was created to bring most health-related programs in the state into a single agency to maximize its purchasing power; the Intergovernmental Agreement (#147787) outlines the services and financing for the Health Services Department, Behavioral Health Division, for the 2015-2017 fiscal years.

Deschutes County Behavioral Health helps County residents facing serious mental health and addiction issues. Priority populations include Oregon Health Plan members, uninsured County residents with nowhere else to turn and people in crisis, who are often in unstable situations or are a danger to themselves or others. The department also coordinates services for residents in care at the State Hospital or served through other agencies or facilities. These services assist people in need, alleviate community problems, promote client health and prevent more costly care and intervention.

Amendment #13 modifies funding and includes the Jail Diversion funds and Cost of Living Adjustment (COLA) to the following service elements.

SE #37 – MHS Special Projects - $560,004

FISCAL IMPLICATIONS:
Maximum compensation for this amendment is $560,004.

RECOMMENDATION & ACTION REQUESTED:
Approval and signature of Document #2016-333, Amendment #13 to Intergovernmental Financial Agreement Award #147787 between Deschutes County Health Services, Behavioral Health and the Oregon Health Authority is requested.

ATTENDANCE: Consent Agenda

DISTRIBUTION OF DOCUMENTS: Fax or E-mail entire document to Tami Goertzen; tami.j.goertzen@state.or.us or (503) 373-7365, fully executed copy to Nancy Mooney.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: June 1, 2016

Department: Health Services, Behavioral Health

Contractor/Supplier/Consultant Name: Oregon Health Authority

Contractor Contact: Tami Goertzen **Contractor Phone #:** 503-373-7365

Type of Document: Amendment #13 to #147787

Goods and/or Services: Amendment #13 revises the service description regarding the provision of Aid and Assist Client Services. In addition, this amendment provides funding for Jail Diversion Services, Early Assessment and Support Alliance (EASA) and Cost of Living Adjustment (COLA) for Crisis Services.

Background & History: Deschutes County Health Services (DCHS) provides or coordinates the provision of mental health and developmental disability treatment services to individuals; services may include alcohol and drug treatment, problem gambling prevention treatment services, transportation services, housing services and the provision of peer resources.

The intergovernmental agreement between the Oregon Health Authority (OHA) and DCHS provides the financing for mental health and addiction services and sets forth the guidelines for DCHS to provide or coordinate provision of mental health services to individuals.

Amendment #13 modifies funding and includes the Jail Diversion funds and Cost of Living Adjustment (COLA) to the following service elements.

SE #37 – MHS Special Projects - $560,004

Agreement Starting Date: July 01, 2015 **Ending Date:** June 30, 2017

Annual Value: $560,004.

☒ Insurance Certificate Received (check box)
Insurance Expiration Date: County is Contractor

Check all that apply:

- ☐ RFP, Solicitation or Bid Process
- ☐ Informal quotes (<$150K)
- ☒ Exempt from RFP, Solicitation or Bid Process (specify – *see* DCC §2.37)

Funding Source: (Included in current budget? ☒ Yes ☐ No

If ***No***, has budget amendment been submitted? ☐ Yes ☒ No

Is this a Grant Agreement providing revenue to the County? ☐ Yes ☒ No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☐ No

Contact information for the person responsible for grant compliance: Name:
Phone #:

Departmental Contact and Title: Nancy Mooney, Contract Specialist

Deputy Director Approval: DeAnn Carr 6-6-16
Signature Date

Department Director Approval: DeAnn Carr, acting Director 6-6-16
Signature Date

Distribution of Document: Fax or E-mail entire document to Tami Goertzen; tami.j.goertzen@state.or.us or (503) 373-7365, fully executed copy to Nancy Mooney.

Official Review:
County Signature Required (check one): ☑ BOCC ☐ Department Director (if <$50K)

☐ Administrator (if >$50K but <$150K; if >$150K, BOCC Order No. _____)

Legal Review MM Date 6/10/16

Document Number: ~~2016-245~~

2016-333

REVIEWED
LEGAL COUNSEL

Oregon Health Authority

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.

THIRTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY 2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES AGREEMENT #147787

This Thirteenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services effective as of July 1, 2015 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Deschutes County ("County").

RECITALS

WHEREAS, OHA and County wish to add an Exhibit to MHS 37 Special Projects "Aid and Assist Client Services."

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Exhibit A, Part 1 "Statement of Work" is hereby amended to add an Exhibit to MHS 37 Special Projects "MHS 37-Aid and Assist Client Services," which is attached to this Amendment as Attachment 1 and with this reference incorporated herein.
2. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 2, attached hereto and incorporated herein by this reference. Attachment 2 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

DC-2016-333

4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

Deschutes County
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

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

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved via e-mail from Assistant Attorney General Steven Marlowe on July 5, 2015

OHA Program:

Approved by Carmen Armendariz on May 19, 2016, email in Contract file.

Office of Contracts and Procurement:

_____	_____
Regan Dugger, CPSM, C.P.M. Contract Specialist	Date

ATTACHMENT 1

Exhibit MHS 37 – Aid and Assist Client Services
To MHS 37 Service Description
MHS Special Projects

1. Service Description

MHS 37 Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant's capacity to stand trial as required in ORS §161.370 while the defendant resides in the community. These services are required to restore an individual's ability to aid and assist in their own defense, before the person can stand trial.

a. Restoration Services include:

(1) Providing the defendant with the education necessary to best facilitate the defendant's return to capacity including, but not limited to:

(a) Skills training regarding court room procedures, roles, language and potential outcomes of the court process;

(b) Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and

(c) Linkages to benefits and community resources such as SNAP, housing/shelter, Medicaid enrollment, and cash assistance.

(2) Coordination and consultation to the jurisdictional Court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the defendant is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:

(a) Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;

(b) Collaboration and coordination with community corrections;

(c) Consultation to Mental Health Court, if Mental Health Court is available in the service area;

(d) Participation in Mental Health/Law Enforcement collaboration meetings; and

(e) Communication of court ordered requirements, limitations, and court dates.

(3) Assist the defendant in accessing community supports that will promote recovery and community integration, including, but not limited to:

(a) Case management;

(b) Skills training;

(c) Crisis services;

(d) Individual or group therapy;

(e) Alcohol and drug addiction treatment; and

(f) Psychiatric prescription management and medication education.

(4) Administrative activities related to the Restoration Services described above, including but not limited to:

(a) Reporting of the individual's compliance with the conditional release requirements through monthly reports to appropriate court; and

(b) Providing interim quarterly reports for the purpose of communicating current status of defendants to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.

b. The County shall allocate adequate staffing to meet the needs of the community and provide the necessary services as described in a. above.

2. **Performance Requirements**

Providers of MHS 37 Services funded through this Agreement shall comply with ORS 161.370 and any rules promulgated to detail the statute(s)..

3. **Special Reporting Requirements**

a. Using forms and procedures prescribed by OHA, County shall prepare and electronically submit to amhcontract.administrator@state.or.us quarterly reports on the delivery of Restoration Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Each quarterly report shall provide the following information per month for each subject quarter:

(1) Beginning date of services;

(2) Description of services provided; and

(3) Individual demographic information to include:

(a) Name of individuals served;

(b) MOTS identification number;

(c) Medicaid identification number (if applicable);

(d) Oregon Corrections – State identification number (SID) (if applicable);

(e) Gender;

(f) Race;

(g) Ethnicity;

(h) Date of birth;

(i) Living situation; and

(j) Primary diagnosis (if applicable).

b. All individuals receiving Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, as it may be revised from time to time.

All individuals receiving Restoration Services must be coded as "Aid and Assist (ORS 161.370)" as the 'Legal Status' in MOTS.

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

OHA provides financial assistance for MHS 37 Aid and Assist Client Services in two different ways, through Part A and Part C Awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 37 lines in which column one will contain an "A" for Part A or "C" for Part C award.

a. For the six established County programs:

(1) The Part A awards will be calculated and disbursed as follows:

(a) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 37 Aid and Assist Client Services identified in a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, from funds identified in that line of the Financial Assistance Award. The total OHA financial assistance for all MHS 37 Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.

(b) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 37 Aid and Assist Client Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:

i. Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded from MHS 37 Services provided under that line of the Financial Assistance Award; and

ii. OHA is not obligated to provide financial assistance for any MHS 37 Services that are not properly reported in accordance with Section 3. "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 37 Services, or termination of county's obligation to include the Program Area in which MHS 37 Services fall in its CMHP.

(2) The Part C awards will be calculated, disbursed and settled as follows:

(a) Calculation of Performance Award: County will qualify for a performance award at the end of each subject quarter if it reached target outcomes as agreed upon between OHA and County and as evidenced by the data properly reported in accordance with Section 3. "Special Reporting Requirements".

(b) Disbursement of Performance Award: The performance award is based on achievement of the performance criteria as agreed upon between OHA and County.

i. Upon OHA's determination that County met or exceeded the performance criteria, County may electronically submit to amhcontract.administrator@state.or.us a written invoice to OHA for a performance award not to exceed amounts agreed upon between OHA and County. The total OHA financial assistance for all MHS 37 Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.

ii. OHA is not obligated to provide payment for any invoice received 60 calendar days after the date of the expiration or termination of this Agreement, whichever is earlier.

(c) Agreement Settlement.

Agreement Settlement will be used to confirm implementation of the project described herein based on data properly reported in accordance with Section 3. "Special Reporting Requirements" above.

b. For Counties without an established program:

(1) The Part C awards will be calculated, disbursed and settled as follows:

(a) Calculation of Financial Assistance Award: County will provide a written request for a Financial Assistance Award to OHA for performance of MHS 37 Aid and Assist Client Services as agreed upon between OHA and County and as evidenced by the data properly reported in accordance with Section 3 "Special Reporting Requirements".

(b) Disbursement of Financial Assistance: Upon approval of request, OHA will provide financial assistance for MHS 37 Aid and Assist Client Services identified in a particular line of Exhibit C, "Financial Assistance Award" containing a "C" in column one, to County per receipt and approval of invoice and required reports.

i. County shall electronically submit to amhcontract.administrator@state.or.us a written invoice with required reports due no later than 45 calendar days following the end of the subject quarter, to be disbursed in the monthly allotments during the period specified in that line of the Financial Assistance Award. The total OHA financial assistance for all MHS 37 Aid and Assist Client Services shall not exceed the total funds awarded as specified in that line of the Financial Assistance Award.

ii. OHA is not obligated to provide payment for any invoice received 60 calendar days after the date of the expiration or termination of this Agreement, whichever is earlier.

(c) Agreement Settlement.

Agreement Settlement will be used to confirm implementation of the project described herein based on data properly reported in accordance with Section 3 "Special Reporting Requirements" above.

ATTACHMENT 2

Exhibit C
Financial Assistance Award

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)
2015-2017

CONTRACTOR: DESCHUTES COUNTY
DATE: 05/09/2016

Contract#: 147787
Reference#: 014

MENTAL HEALTH SERVICES

SECTION: 1
SERVICE REQUIREMENTS MEET EXHIBIT B AND, IF INDICATED, EXHIBIT B-2

Part	Start/End Dates	Client Code	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B2 Codes	Spec Cond#	
SE# 37 MHS SPECIAL PROJECTS									
A	7/2015- 6/2016	N/A	$6,000	$0	0.	NA	N/A	M0336	4
A	1/2016- 6/2016	N/A	$165,404	$0	0.	NA	N/A	M0336	1
A	7/2016- 6/2017	N/A	$330,809	$0	0.	NA	N/A	M0336	1
A	7/2016- 6/2017	N/A	$6,000	$0	0.	NA	N/A	M0336	4
C	1/2016- 6/2016	N/A	$9,958	$0	0.	NA	N/A	M0336	2
C	7/2016- 6/2017	N/A	$39,833	$0	0.	NA	N/A	M0336	2
C	10/2016- 6/2017	N/A	$2,000	$0	0.	NA	N/A	M0336	3
	SUBTOTAL SE# 37		$560,004	$0					
TOTAL SECTION 1			$560,004	$0					

TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES $560,004

TOTAL AUTHORIZED FOR THIS FAAA: $560,004

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY Contract#: 147787
DATE: 05/09/2016 REF#: 014

REASON FOR FAAA (for information only):

MHS Special Projects (MHS 37) Exhibit MHS 37 - Community Behavioral and Mental Health Services funds are awarded for Jail Diversion Services and funds are awarded for Early Assessment and Support Alliance (EASA) Services; Exhibit MHS 37 - Aid and Assist Client Services funds are awarded for Restoration Services and periodic assessment of a defendant's capacity to stand trial.

MHS Special Projects (MHS 37) Exhibit MHS 37 - Community Behavioral and Mental Health Services to MHS 37 Service Description funds are awarded for Cost of Living Adjustment (COLA) for Crisis Services.

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.

M0336 1 These funds are awarded for the special project described in Exhibit MHS 37 - Community Behavioral and Mental Health Services to MHS 37 Service Description for Jail Diversion Services.

M0336 2 These funds are awarded for the special project described in Exhibit MHS 37 - Aid and Assist Client Services to MHS 37 Service Description for Restoration Services and periodic assessment of a defendant's capacity to stand trial.

M0336 3 A) These funds are for the special project described in Exhibit MHS 37 - Community Behavioral and Mental Health Services to MHS 37 Service Description for Early Assessment and Support Alliance (EASA) Services. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 days after the date this Amendment becomes executed. C) These fund may only be used in accordance with federal regulations related to Mental Health Block Grant.

M0336 4 These funds are awarded for the special project described in Exhibit MHS 37 - Community Behavioral and Mental Health Services to MHS 37 Service Description funds are awarded for Cost of Living Adjustment (COLA) for Crisis Services.

May 20, 2016

Deschutes County
Jane Smilie, Director

To ensure timely processing of your contract/amendment, please reply and confirm receipt of this communication.

For contract-related questions, you may call the contract specialist, Regan Dugger at (503) 945-6080.

Attached, for your signature, is **Amendment #**: 13 for **Document #:** 147787 with the State of Oregon acting by and through its Department of Human Services and Oregon Health Authority. After reviewing the document, please obtain the appropriate signatures.

Complete and return the entire document by e-mail or fax:

1. **Entire contract - sign and date the signature page (page 2)**

Please see signature block below for return contact information. After obtaining the appropriate signatures, an executed document will be forwarded to you for your records.

Important Notice: DHS and OHA no longer issue checks for contract services and supplies. To receive payments, contractors must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. Enrolling in EFT is as easy as completing the Direct Deposit Authorization Form found at: https://aix-xweb1p.state.or.us/es_xweb/DHSforms/Served/me0189.doc.

Only one form is required per contractor, regardless of how many contracts you have with DHS or OHA. If you already have EFT set up for any type of payment, please do not send in another form. If you have questions regarding EFT, contact the EFT Coordinator at (503) 945-5710.

Thank you,

Tami Goertzen
Department of Human Services
Office of Contracts & Procurement
250 Winter St NE
Salem, OR 97301
Fax: (503) 373-7365
Email: tami.j.goertzen@state.or.us

Nancy Mooney 2016-333

From: Nancy Tyler
Sent: Tuesday, May 24, 2016 2:57 PM
To: Nancy Mooney
Cc: Sharon Hatcher
Subject: RE: OHA #147787-13 is ready for approval for signature

I have reviewed and approve.
Thanks Nancy!

From: Nancy Mooney
Sent: Tuesday, May 24, 2016 12:46 PM
To: Janice Garceau; Nancy Tyler
Cc: Sharon Hatcher
Subject: RE: OHA #147787-13 is ready for approval for signature

Janice and Nancy T, I think this goes to both of you for approval.

Please provide your affirmation that you have read this document in its entirety, that we can accept/accomplish the Statement of Work and that signing this document is recommended.

Please note upon e-mailing your consent for signature that you're confirming you've read the document and reviewed/approved the Statement of Work as it is set forth in the document.

Thank you,

Nancy Mooney
Contract Specialist
Phone: 541-322-7516
Fax: 541-322-7565

Deschutes County Health Services
2577 NE Courtney Drive
Bend, OR 97701

From: Goertzen Tami J [mailto:tami.j.goertzen@state.or.us]
Sent: Friday, May 20, 2016 11:29 AM
To: Bonnie Baker; DeAnn Carr; Jane Smilie; Loretta Gertsch; Nancy Mooney; Sharon Ross
Subject: CMHP Agreement #147787-13

May 20, 2016

Deschutes County
Jane Smilie, Director

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Thank you,

Tami Goertzen
Department of Human Services
Office of Contracts & Procurement
250 Winter St NE
Salem, OR 97301
Fax: (503) 373-7365
Email: tami.j.goertzen@state.or.us