



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, December 15, 2021 at 9:00 A.M.

CONSENT AGENDA

(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)

1. Approve Minutes of November 30, 2021 and December 7, 2021 Work Session; December 3, 2021 Knife River Hearing and December 1, 2021 Regular Meeting.
2. Approve Order 2021-61 Appointment to Ag Extension Service District
3. Approve Order 2021-62 Appointment to Natural Resource Advisory Committee
4. Approve Property Use License w/OSU for ATV Training
5. Approve IGA 173132 2022 Agreement
6. Approve Grizzley Mountain Long Rifle Lease
7. Approve Suicide Consolidation Risk Assessment Project (SCRAP)
8. Approve Sundog Hangar Lease

SCHEDULED APPEARANCES

9. Oregon Living with Fire Requester: Joe Stutler

DISCUSSION

10. Jagi Pit Rock Crushing RFP Requester: John Eisler
11. Authorizing Issuance of GO Bonds for Justice Center/Courthouse Requester: John Eisler

EXECUTIVE SESSION

12. ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations
13. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

**The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.

Please also note that this file does not contain any materials scheduled to be discussed at an executive session or material the access to which maybe restricted under the terms of Oregon law.

If you are interested in obtaining additional coples of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

CC 12.15.2021

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 30, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on November 30, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo and Director Kim Barber.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

County Court signed two personnel action forms for Christine Kurtz from the Finance Department, one is for a temporary pay increase, for extra responsibilities Ms. Kurtz's has taken on and the other is due to Ms. Kurtz's resignation.

MOTION to approve personnel action forms for Christine Kurtz. Motion seconded. No further discussion. Motion carried 3-0.

At 9:02 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

There being no further business before the Court, the meeting was **adjourned at 10:16 a.m.**

Respectfully submitted,

Amy Albert

CC 12.15.2021

**CROOK COUNTY COURT MINUTES
OF DECEMBER 7, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on December 7, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford and Commissioner Jerry Brummer

Absentees: Commissioner Brian Barney

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert and Legal Assistant Lindsay Azevedo.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

Additional Matter: County Counsel received a request for continuance for the TRS North hearing scheduled for December 15, 2021. The parties are requesting this matter be rescheduled to February 16, 2022. The Court agrees with this request.

MOTION to continue 217-21-000321 PLNG to February 16, 2022, at 9:30 a.m. at the County Annex Building. Motion seconded. No further discussion. Motion carried 2-0

At 9:00 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations, ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to direct staff to proceed as discussed in the executive session. Motion seconded. No further discussion. Motion carried 2-0

MOTION to authorize County Counsel to register for the multidistrict litigation and accept on behalf of the County as discussed in executive session. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 10:31 a.m.**

Respectfully submitted,

Amy Albert

CC 12.15.2021

**CROOK COUNTY COURT MINUTES
OF DECEMBER 3, 2021 KNIFE RIVER MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Court meeting on December 3, 2021, at 10:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Administration Executive Assistants Amy Albert; Director Will VanVactor; Manager Katie McDonald; Planning Technician Hannah Elliott; Ann Biere and members of the public.

Judge Seth Crawford opened the third Knife River hearing with instructions to all parties as to how the hearing would be conducted. The applicant and parties in opposition were limited to thirty minutes and were instructed not to introduce new evidence. Judge Crawford concluded by opening a public hearing.

Will VanVactor, Community Development Director, gave an overview of exhibits fifty-seven through sixty-four. John Eisler, County Counsel submitted an updated overview of the Knife River case, this will be added to the record as exhibit sixty-five.

Federal, State and Local Agencies did not participate in the hearing.

Matt Ropp, Planning Manager for Knife River, asked for clarified on today's rules.

Opposed

Hank Simmons, discussed his concerns with Knife River infringing upon his and his neighbors farming lifestyle. Mr. Simmons' requested the Court use their authority to protect the land surrounding the proposed Knife River site.

Jim Newton, Cascade Geo Engineering, was retained by Dick Zimmerlee to assess Knife River's conditional use application. Mr. Newton testified to his concerns of Stantec's poor and haphazard data. Mr. Newton used exhibit fifty-nine, as an example of his findings of shallow aquifers.

Mr. Ropp, Planning Manager for Knife River, objected to Mr. Newton's statement regarding the measurement of static wells, this objection was upheld as Mr. Newton's testimony introduced new evidence. Although, Mr. Newton was allowed to use data from Amber Hudspeth's memo, listed as exhibit sixty-one.

Mr. Ropp, Planning Manager for Knife River, objected to Mr. Newton's statement that the Woodward/Varnier site would be a failed site and his statements regarding his concerns with Stantec's research and reports. The Court upheld Mr. Ropp's objection to

CC 12.15.2021

Mr. Newton's assessment that the Woodward/Varnier site would fail but it was pointed out Mr. Newton's concerns over Stantec's research and reports was clearly stated in his report, listed as exhibit sixty-two.

Applicant

Matt Ropp, Planning Manager for Knife River, stated that the final reclamation plan from Knife River has not been submitted.

Chris Lindstone Knife River's Hydro Geologist, spoke to the concerns raised by Mr. Newton and stated he is comfortable with the proposed mitigation plans.

Matt Ropp, Planning Manager for Knife River, will submit the final written rebuttals. Mr. Ropp stated the objective of the Court hearings are so the County can administer a goal five program.

County Counsel will prepare their findings and present them to County Court. Mr. Ropp asked to review the drafts of County Counsel's findings, this request was denied.

MOTION to direct staff to prepare findings. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to continue deliberations to January 5, 2022, at 9 a.m. at the annex. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 11:39 a.m.**

Respectfully submitted,

Amy Albert

CC 12.15.2021

**CROOK COUNTY COURT MINUTES
OF DECEMBER 1, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on December 1, 2021, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal; Assessor Jon Soliz; Manager Tim Deboodt; Chris Cookston and Brandi Ebner.

REGULAR SESSION

The meeting was **called to order at 9:00 a.m.**

MOTION to approve the Consent Agenda as presented with the updated material for number sixteen. Motion seconded. No discussion. Motion carried 2-0.

Appearances / Item #21: Brandi Ebner with the Crook County Foundation appeared before the Court to provide a yearly update. Ms. Ebner discussed the metal fish sculpture that will be placed at the library along with youth programs that are supported by the Crook County Foundation. The foundation has begun gathering food items for the holiday partnership and will be hosting the annual picnic in the park next summer. Ms. Ebner will continue to updated the Court on the Crook County Foundation.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:20 a.m.**

Respectfully submitted,

Amy Albert

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
APPOINTMENT TO AG EXTENSION
ADVISORY BOARD**

ORDER 2021-61

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Ag Extension Advisory Board:

Board	Appointee	Term	Oath required
Ag Extension Advisory Board Position # 1	Lauren Simmons	3 – Year Term Expiring 12-31-2024	Yes
Ag Extension Advisory Board Position # 5	John Dehler	3 – Year Term Expiring 12-31-2024	Yes

DATED this 15th day of December 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
APPOINTMENT TO NATURAL
RESOURCE ADVISORY COMMITTEE**

ORDER 2021-62

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Natural Resource Advisory Committee:

Board	Appointee	Term	Oath required
Natural Resources Advisory Committee	Casey Kaiser	4 – Year Term Expiring 12-31-2025	No
Natural Resources Advisory Committee	Andy Gallagher	4 – Year Term Expiring 12-31-2025	No

DATED this 15th day of December 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 12/3/2021

RE: Property Use License w/ OSU for ATV Training
Our File No.: FAIRGROUNDS 57

Attached is an Amendment #7 to continue the Property Use License agreement between Crook County and Oregon State University. The License is for OSU to conduct trainings on Fairground's property.

OSU has signed the Amendment and Casey Daley recommends the approval.

Please place this memo and the attached document(s) on the Wednesday, December 15, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**Amendment 7
to
PROPERTY USE LICENSE**

This Amendment 7 to the Property Use License (hereinafter "Amendment 7") is entered into by and between Crook County, a political subdivision of the State of Oregon (hereinafter "LICENSOR"), and Oregon State University (hereinafter "UNIVERSITY").

RECITALS

A. LICENSOR and UNIVERSITY are parties to a Property Use License agreement dated February 12, 2015 (the "LICENSE") with respect to UNIVERSITY's use of LICENSOR's property to conduct Oregon ATV Safety Youth Rider Endorsement classes; and

B. LICENSOR AND UNIVERSITY have previously amended the LICENSE to modify its terms and extend its duration; and

C. LICENSOR and UNIVERSITY now desire to extend the duration and amend the terms of the LICENSE as set forth in this Amendment 7.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Extended Term: Paragraph 4 of the LICENSE is hereby amended to extend the expiration date to December 31, 2022.

2. Unavailable Dates: Paragraph 5 of the LICENSE shall be deleted in its entirety and replaced with the following:

"UNIVERSITY agrees not to conduct activities on the property on the following dates:

- June 16 through 26, 2022;
- July 10 through 17, 2022;
- August 7 through 14, 2022;
- Any other date set by LICENSOR at LICENSOR's sole discretion."

3. Reaffirmation of Contract: Except as modified by this Amendment 7, all terms and conditions of the LICENSE and all prior amendments are reaffirmed and remain unmodified and in full force and effect.


4. Counterparts: This Amendment 7 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken

together shall constitute one in the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

The parties have executed this Amendment 7 as of the last date below.

OREGON STATE UNIVERSITY

CROOK COUNTY COURT

By: 

Seth Crawford, County Judge

Title: _____

Jerry Brummer, County Commissioner

Date: 12 | 1 | 21

Brian Barney, County Commissioner

Nicole Neuschwander
Director of Leasing and Strategic
Real Property Management
Oregon State University

Date: _____

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: December 6, 2021

RE: *2021 IGA 173132 for the Financing of Community Mental Health, Addiction Treatment, Recovery and Prevention, and Problem Gambling Services*
Our File No.: MH 40(A)

Attached is the proposed funding agreement for a series of behavioral health services that is updated annually (formerly bi-annually.) This year, the Oregon Health Authority has issued the letter, and Crook County's version totals 210 pages, down from the previous iteration's 212 pages.

When the County receives this type of very large document, which has already been the subject of extensive review not only in Crook County, but by a work group of counties across the state, our convention has been to not include all 210 pages in each of the commissioners or attorney meeting packets. Rather, we include a hard copy at the County Admin office and posted online for the review of the general public.

The duration of this agreement is from January 1 to December 31, 2022. These agreements contain two broad categories of provisions. The first are what may be called mundane (though detailed) contract terms.

The second are "service elements," which describe what must be done to render specific types of services to patients. Not every CMHP will provide the same list of service elements, meaning that Crook County's agreement, for instance, may have different service terms than Baker, Linn, or Josephine counties.

The list of service elements in this year's iteration can be found on pages 7 & 8. They include services for a variety of addiction, problem gambling, and substance use treatments. The good news is that while each county may have a different list of service elements, the service elements themselves are all standardized. An individual receiving treatment can therefore benefit from identical services wherever they are in the state.

Please place this memo and the attached document(s) on the Wednesday, December 15, 2021 County Court Agenda as a Consent Agenda item.

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@dhs.oha.state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT # 173132

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2022 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 **Crook 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 <https://www.oregon.gov/oha/hsd/amh/Pages/index.aspx>. County shall provide services per the most recently submitted and approved 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, 2022. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2022.
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.

Crook County

By:

_____	Eric Blaine	_____	_____
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 November 15, 2021; email in Contract file.

**2022 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 Systems 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 are:
- 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:
- Schizophrenia and other psychotic disorders;
 - Major depressive disorder;
 - Bipolar disorder;
 - Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - Schizotypal personality disorder; or
 - 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
System Management and Coordination – Community Mental Health	MHS 01
Aid and Assist Client Services	MHS 04
Assertive Community Treatment Services	MHS 05

Service Name	Service Code
Crisis Transition Services (CATS)	MHS 08
Jail Diversion	MHS 09
Mental Health Promotion and Prevention Services	MHS 10
Rental Assistance Program Services	MHS 12
School-Based Mental Health Services	MHS 13
Young Adult Hub Programs (YAHP)	MHS 15
Non-OHP Community and Residential Assistance	MHS 17
Non-Residential Community Mental Health Services For Adults, Children and Youth	MHS 20
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
Community Mental Health Crisis Services For Adults and Children	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.

**2022 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, Section 1.f.(2).

2. Service Name: START-UPService 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, Section 1.e., and Settlement Start-Up language, Section 1.f.(1)(b).

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 paid 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 paid 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 D, “Required Federal Terms and Conditions,” Contractor and Providers of A&D 61 Services paid 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 Contractor. 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 paid 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 paid 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 disorder, in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
 - (b) Screening of gambling behavior using OHA Problem Gambling Services GBIRT SUD screening toolkit to assess problem with gambling or gambling disorder. Program will refer Individuals with severe gambling disorder to community services during residential care, and Individuals with moderate or mild gambling disorder to community services during treatment or upon transition.
 - (c) Psychoeducational sessions to discuss gambling and co-addiction shall be provided. Toolkit for presentation materials can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. For technical assistance and training contact pgs.support@dhsoha.state.or.us.
 - (d) Address the interaction of the substance-related, gambling disorder and mental health disorders in assessing each Individual’s history of psychological trauma, readiness to change, relapse risk, and recovery environment;
 - (e) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
 - (f) 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.
 - (g) 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.

- (h) Involve the family or significant others of the Individual in the treatment process;
 - (i) Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
 - (j) Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and
 - (k) 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) calendar 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. **Payment Calculation, Disbursement, and Agreement Settlement Procedures**

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

Use Payment and Confirmation language, Section 1.f.(2).

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 the due dates listed below following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Reporting period	Reporting due dates
July – September	due October 21st
October – December	due January 21st
January – March	due April 21st
April – June	due July 21st

- (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, Section 1.f.(2).

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 309-019-0105121). 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(86), 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, Section 1.f.(2).

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 that supports that recovery. 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 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; furnishing, supplies and equipment; 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 permanent improvements to a building except for minor remodeling to improve accessibility. Barrier removal expenses not eligible are payments are any 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@dhsosha.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 Housing Coordination and supports including staff positions.
 - (b) Amount expended for Administration.
 - (c) Amount expended for Residential Costs including move-in and barrier removal expenses .
 - (d) Amount expended for Rental Assistance.
- (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, Section 1.f.(2).

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 Oregon residents who have been adjudicated in an Oregon court 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 Oregon resident who:
 - (a) Has a household income below 200% of the US Federal Poverty Guidelines as they are periodically updated at: <https://aspe.hhs.gov/poverty-guidelines>; and
 - (b) Is not eligible for Medicaid or is underinsured.
- (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 necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.
- (4) “Underinsured” means a household with out-of-pocket medical expenses greater than 5% of the household’s annual income.

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) Providers of Services paid through this Contract must include sufficient information in the Individual’s service record to document eligibility in the event of an audit. Examples include but are not limited to:
 - (a) Proof of income
 - (b) Proof of household size
 - (c) Medicaid eligibility denial documentation
 - (d) Out-of-pocket medical expenses documentation.
- (4) 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.
- (5) 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.
- (6) OHA will follow the Behavioral Health Fee Schedule in making disbursements for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: <https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>. At no time will OHA provide financial assistance above the Behavioral Health Fee Schedule for Eligible Services.
- (7) 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. **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, Section 1.f.(2). In addition:

Invoice and required encounter data are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@dhsaha.state.or.us with the subject line - "Invoice, contract #(your contract number), contractor name", subject to the following:

- (a) Contractor shall use the Intoxicated Driver Program Fund (IDPF) SE-65 Invoice available at: <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

- (b) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services. The Behavioral Health Fee Schedule is available at:
<https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>.
- (c) For Special Services, OHA will make payments based on the Contractor's actual cost. Contractor shall attach a copy of the bill or receipt for the Special Service provided.

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:
 - i. 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.
 - ii. 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.

- iii. 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:
 - A. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.
 - B. 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.
 - C. 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(45) and 309-022-0105(46), respectively.
- iv. 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:
 - i. Brief motivational counseling;
 - ii. Supportive Services to facilitate participation in ongoing treatment; and

- iii. 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:
- i. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
 - ii. General outpatient Services;
 - iii. Medication management for:
 - A. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
 - B. 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.
 - iv. 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
 - v. Meaningful Individual and family involvement.
- (d) Continuity of Care and Recovery Management:
- i. Continuity of care Services includes:
 - A. Coordinate and facilitate access to appropriate housing Services and community supports in the Individual's community of choice;
 - B. 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;
 - C. 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

D. 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.

ii. Recovery Management Services includes:

A. Continuous case management;

B. Monitoring of conditions and ongoing recovery and stabilization;

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

D. 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:
 - i. 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.
 - ii. 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.

- iii. 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.
- iv. 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 annual summary reports on the delivery of A&D 66 Services, no later than 45 calendar days following the end of each subject year 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, Section 1.f.(1).

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, Section 1.f.(2).

10. **Service Name:** YOUTH SUBSTANCE USE DISORDER RESIDENTIAL
TREATMENT SERVICES
Service ID Code: A&D 71

a. Service Description

Youth Substance Use Disorder (SUD) Residential Treatment Services (A&D 71) are services delivered to Individuals aged 12 through 17 who are unable to live independently in the community, cannot maintain even a short period of abstinence, 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 through 3.7. The purpose of A&D 71 Services is to support, stabilize and rehabilitate youth to permit them to return to community living. A&D 71 Services provide a structured environment for an Individual on a 24-hour basis. Services are individualized and include structured counseling and activities that are designed to achieve treatment goals, educational services, recreation services, self-help group participation, and aftercare and recovery support planning. In addition, providers of A&D 71 Services must 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 youth residential program. A&D 71 Services address the needs of diverse population groups within the community.

All of the A&D 71 Services paid through this Agreement must be delivered to Individuals who are non-Medicaid-eligible and are uninsured or under-insured.

b. Performance Requirements

Providers of A&D 71 Services paid through this Agreement must comply with OAR 309-018-0135 through 309-018-0215; as such rules may be revised from time to time. Providers of A&D 71 must utilize ASAM planning and placement best practice standards which include guidance around the frequency of a plan review. Providers of A&D 71 Services paid through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must meet all licensing requirements issued by DHS under OAR 413-215-0001 through 413-215-0131 and OAR 413-215-0501 through 413-215-0586.

Subject to the preference for pregnant women and intravenous drug users described in Exhibit D, "Required Federal Terms and Conditions," providers of A&D 71 Services paid through this Agreement must give priority access to such Individuals first. A&D 71 Services paid through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and no priority or preference shall be given to Individuals referred from any particular county. County is required to request a Payment Authorization of youth residential services for Individuals eligible for A&D 71 Services from OHA. Upon OHA's approval, OHA will submit a letter of intent to County to provide residential services to the youth. OHA is not obligated to provide payment to County for non-Medicaid A&D 71 Services provided without Payment Authorization from OHA.

County may obtain the payment authorization form and instruction page from OHA's AMH web page at:

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

Provider of A&D 71 Services must be a culturally competent program able to meet the cultural and linguistic needs of the Individual, as well as be a co-occurring mental health and substance use disorders competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to, the following, all of which must be documented in the clinical record:

- (1) Address co-occurring disorders in program policies and procedures, client assessment, treatment and planning, program content, and transition and discharge planning;
- (2) Address the interaction of the substance-related and mental health disorders in assessing each youth's history of psychological trauma, readiness to change, relapse risk, and recovery environment;
- (3) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on-site or through coordinated consultation off-site;
 - a. 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.
 - b. 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.
- (4) Involve the family or significant others of the youth in the treatment process;
- (5) Obtain clinically appropriate family or significant others involvement and participation in all phases of assessment, treatment planning, and treatment;
- (6) Use treatment methods appropriate for youths with significant emotional disorders that are based on sound clinical theory and professional standards of care; and
- (7) Plan the transition from residential to community-based services and supports that are most likely to lead to successful clinical outcomes for each youth. This includes scheduling a face-to-face meeting between the youth and the community-based outpatient provider within seven days of discharge from the residential program.

Providers of A&D 71 Services paid through this Agreement must participate in client outcome studies conducted by OHA.

c. Reporting Requirements

See Exhibit E, 10.

d. Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

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

11. Service Name: PROBLEM GAMBLING PREVENTION SERVICESService 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, using the form located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx> ; and submitted electronically to OHA at: amhcontract.administrator@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 County's OHA approved 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, that shall be responsible for:
 - (a) Implementation plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Plans must reflect the requirements within the Problem Gambling Tier Level Funding Performance Standards located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>. Planning frameworks shall demonstrate the following: community assessment of current status of the problem, desired outcome, strategic plan to meet outcome; and evaluation plan;
 - (b) Continuously conducting a community assessment every five years (FY2025-26), and utilizing County's community assessment results to identify trackable outcome measurements within Implementation Plan;
 - (c) Implementation of problem gambling prevention activities each quarter related to identified goals within 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 electronically to OHA through the Problem Gambling Prevention

- Quarterly Data Reporting Collection 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 six months from the date of hire or designation as coordinator. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>;
 - (h) Attend a minimum of 8 hours of OHA Problem Gambling Services approved trainings per calendar year, 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 located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>
- (2) County shall designate a problem gambling prevention supervisor, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:
- (a) Completion of the Problem Gambling Prevention Supervisor Training within 3 months from date of designation as problem gambling prevention supervisor.
 - (b) The Problem Gambling Prevention Supervisor Training requirements are located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.
- (3) 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.
- (4) 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 Quarterly Data Reporting 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 February, May, August, November and February with respect to Services provided in the prior quarter.
- (2) 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 Settlement language, Section 1.f.(2).

12. Service Name: PROBLEM GAMBLING TREATMENT SERVICESService 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 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 Other Specific Disruptive, Impulse Control and Conduct Disorder, as an Individual with clinically significant distress or impairment in social, occupational, or other important area of functioning. This diagnosis in terms of Problem Gambling Treatment Services and reimbursement for these services should be used for clients who present with an Internet Gaming Disorder; or
 - (c) 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.
- (2) Problem Gambling Treatment Services (A&D 81 Services) are as follows:
 - (a) Outpatient A&D 81 Services provide problem gambling assessment, treatment, rehabilitation and peer support 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, family counseling, and peer support.
 - (b) “Session” or “treatment session” means A&D 81 Services delivered in individual, couple, family, group or peer support modalities. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).
 - (c) Client-identification/referral pathway development and maintenance: Targeted outreach with the primary purpose of facilitating enrollment of those with a gambling disorder and/or problem with gambling and, if appropriate, those concerned others into treatment. Focus is on developing relationships with entities such as social service, allied health, behavioral health, and criminal justice organizations to conduct regular screenings and referrals.

- (d) In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs 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, problematic gambling, 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 or Oregon Indian Gaming Center.

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 PG Net 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 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 satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] 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) **Admission Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete an admission survey must not be less than [95%.]
- (3) **Technical Assistance and Program Development**
- (a) County 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) County shall collaborate with OHA PGS staff in developing and implementing a Program Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. 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 participate in semi-annual connection review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structured form that can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (d) County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include training to clinical staff on engagement, education, screening, identification and referrals to A&D 81 Services using the Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) toolkit and type model, which can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (e) County shall provide problem gambling community outreach efforts to a population in either phase 2, 3, or 4 defined within the OHA PGS GBIRT and Referral Pathways Implementation Toolkit. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. This should include training of professionals on engagement, education, screening, identification

and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model.

- (f) Persons providing A&D 81 Services, prior to working with an individual with problematic gambling must complete the “Problem Gambling for Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.
- (g) County shall complete a Oregon Problem Gambling Counselor Competency Evaluation and submit to OHA approved portal. This evaluation shall be completed on each Program’s gambling clinician at a minimum of once every odd numbered year. Information provided to OHA will be anonymous and assist with determining needs within the workforce to be addressed. Evaluation tool can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>
- (h) A&D 81 Services are limited to [12] months per Individual for an active treatment episode. This Service limitation will count [12] consecutive months, starting with the Individual’s enrollment date. Individuals must have been out of active treatment service for a minimum of [90] consecutive days prior to any re-enrollment in the state system.

County may request an extension of the [12] month Service limitation by submitting aLength of Stay Extension request in the OHA PG Net data collection system located at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

Continuing care or aftercare service 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 discharge date.

c. 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@dhs.oha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services.. All Providers of A&D 81 Services shall comply with OHA PG Net data collection system and manual located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (1) Admission Data: The admission screen within the OHA PG Net data collection system and admission survey must be collected and submitted within [14] calendar days of the first treatment contact with an Individual.

- (2) Survey Consent Form: A completed consent form to participate in admission survey, satisfaction survey and evaluation follow-up efforts must be administered and collected via the OHA PG Net data collection system. Refusal to participate in surveys 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.

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 including a description of the session .
- (4) Discharge Data: Discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.

d. **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, Section 1.f.(2). In addition:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) Providers of A&D 81 Services funded through this Agreement shall not use third party insurance. A&D 81 Services are to be a single payer source.
- (5) 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.

- (6) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 81 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” OHA may amend the amount of funds awarded for A&D 81 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

13. Service Name: GAMBLING DISORDER RESIDENTIAL SERVICESService ID Code: **A&D 82****a. Service Description**

For purposes of this A&D 82 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

- (1) Gambling Disorder Residential Services (A&D 82 Services) are Services that provide problem gambling assessment, treatment, rehabilitation, and 24-hour observation monitoring for Individuals with a Gambling Disorder.
- (2) Referral to A&D 82 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 82 Service provider.
- (3) A&D 82 Services are to be made available to any Oregon resident with a Gambling Disorder, as defined above. A&D 82 Services to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

b. Performance Requirements

- (1) County shall maintain a License as provided under OAR 415-012-0000 through 415-012-0090, "Licensure of Substance Use Disorder and Problem Gambling Residential Treatment and Recovery Services," and provide gambling treatment residential services, in accordance with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services," as such rules may be revised from time to time.
- (2) County shall meet the performance standards, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 82 Services fails to meet any of the performance standards, the specific performance standards that are out of compliance will be reviewed at a specifically scheduled performance standards site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA PG Net data collection system or other required reports in accordance with the "Special Reporting Requirements" section below.
 - (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 82 Services and the first offered service appointment must be 10 calendar days or less for at least [90%] of all Individuals receiving A&D 82 Services funded through this Agreement.
 - (b) **Client Satisfaction:** The percent of Individuals receiving A&D 82

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 [85%] 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 82 Services who actively engaged in treatment for [25] or more consecutive days must be at least [40%].
- (e) **Successful Completion:** The percent of all Individuals receiving A&D 82 Services who successfully complete treatment must be at least [70%.] Successful Completion of problem gambling treatment is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact with a treatment professional, including a scheduled appointment, in their local community for continuing care; (b) have achieved at least [75%] of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).
- (f) **Admission Survey Completion:** The percent of Individuals receiving A&D 82 Services who complete an admission survey must not be less than [95%.]

c. Technical Assistance and Program Development

- (1) County shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of Visit is located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (2) County shall create and implement a Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: <https://www.oregon.pgs.org/treatment/>.
- (3) County shall participate in semi-annual connection review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structure form that can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (4) County shall adhere to the guidelines within the OHA PGS Residential Treatment Transition Toolkit to ensure best practices among residential and outpatient transitions. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (5) Persons providing A&D 82 Services, prior to working with an individual

with problematic gambling must complete the “Problem Gambling for Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (6) County shall complete an Oregon Problem Gambling Counselor Competency Evaluation and submit to OHA approved portal. This evaluation shall be completed on each Program’s gambling clinician at a minimum of once every odd numbered year. Information provided to OHA will be anonymous and assist with determining needs within the workforce to be addressed. Evaluation tool can be found at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

d. Special Reporting Requirements

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 82 Services program staff.

County shall submit the following information to OHA regarding Individuals receiving A&D 82 Services. All Providers of A&D 82 Services shall comply with the current OHA PG Net data collection system and manual, located at

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (1) Admission Data: The admission screen within the OHA PG Net data collection system and the admission survey must be collected and submitted within 14 calendar days of the first treatment contact with an Individual.
- (2) Client Consent Form: A completed consent form to participate in admission survey, satisfaction survey and evaluation follow-up efforts must be administered and collected via the OHA PG Net data collection system. Refusal to participate in surveys must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 82 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.

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 Service, personnel rendering Service (including their name, credentials and signature), and a clinical note including a description of the session.

- (4) Discharge Data: Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.

e. Financial Assistance Calculation, Disbursement, Settlement, & Provider Audit Procedures

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

Use Payment and Settlement language, Section 1.f.(1). In addition:

- (1) OHA will provide financial assistance for A&D 82 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 <http://www.oregonpgs.org/treatment/billing-codes-and-rates/>, as it may be revised from time to time.
- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
 - (a) Require proper disbursements were made for covered A&D 82 Services;
 - (b) Recover over-payments;
 - (c) Discover any potential or actual instances of fraud and abuse; and
 - (d) 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.

- (4) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 82 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” OHA may amend the amount of funds awarded for A&D 82 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

14. Service Name: PROBLEM GAMBLING RESPITE TREATMENT SERVICES

Service ID Code: A&D 83

a. Service Description

For purposes of this A&D 83 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

Problem Gambling Respite Treatment Services (A&D 83 Services) are problem gambling treatment Services designed to supplement Problem Gambling Treatment Outpatient Services (A&D 81 Services). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

- (1) The specific A&D 83 Services that may be delivered with funds provided through this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:
 - (a) Secure Residential Treatment Facility (1-14 day residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, "Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders".
 - (b) Respite Care Service (1-14 day residential care at an alcohol and drug treatment facility): Providers of this Service must have:
 - i. OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;" and
 - ii. A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 "Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services."

Referral to A&D 83 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 83 Service provider.

- (2) A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

b. Performance Requirements

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 83 Services fails to meet any of the specified performance requirements, the specific performance requirements out of compliance will then be reviewed at a specifically scheduled performance standards site review or OHA may deny invoiced payments based on insufficient data or performance requirements identified through the OHA PG Net data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 83 Services are as follows:

- (1) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be [2] business days or less for at least [100]% of all Individuals receiving A&D 83 Services funded through this Agreement.
- (2) **Successful Completion:** The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who: (a) are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or (b) have been transferred to residential gambling treatment Services.
- (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) County shall create and implement a Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. 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) Persons providing A&D 83 Services, prior to working with an individual with problematic gambling must complete the “Problem Gambling Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff.

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. All Providers of A&D 83 Services shall comply with PG Net data collection system and manual, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (1) **Intake Data:** The admission screen within PG Net must be completed and submitted within 14 calendar days of the first treatment contact with an Individual.
- (2) **Encounter Data Reporting Requirements:** All Providers of A&D 83 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.

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 delivered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note including a description of the session.

- (3) **Discharge Data:** Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.

d. **Financial Assistance Calculation, Disbursement and Provider Audit Procedures**

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

Use Payment and Settlement language. In addition:

- (1) OHA will provide financial assistance for A&D 83 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Billing 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.
- (2) Providers of A&D 83 Services funded through this Agreement shall not charge Individuals, whose Services are paid through this Agreement, any co-pay or other fees for such Services;
- (3) Providers of A&D 83 Services funded through this Agreement shall not use third party insurance. A&D 83 Services are to be a single payer source.

- (4) **Provider Audits:** Providers receiving funds under this Agreement, for providing A&D 83 Services, are subject to audits of all funds applicable to A&D 83 Services rendered. The purpose of these audits is to:
- i. Ensure proper disbursements were made for covered A&D 83 Services;
 - ii. Recover over expenditures;
 - 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” section above.

Providers of A&D 83 Services funded through this Agreement may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-0380 “Fraud and Abuse,” as such rules may be revised from time to time.

15. Service Name: **SYSTEM MANAGEMENT AND COORDINATION**
 Service ID Code: **MHS 01**

a. Service Description

As identified in OAR 309-014-0010 the purpose of a Community Mental Health Program (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

System Management and Coordination (MHS 01 Services) is the central management of a Mental Health Services system for which financial assistance is included in Exhibit C, "Financial Assistance Award," of this Agreement.

County shall establish and maintain a structure for meaningful system design and oversight that includes involvement by Individuals and families across all ages that have or are receiving Mental Health Services.

System design and oversight must include:

- (1) Planning;
- (2) Implementation;
- (3) Monitoring;
- (4) Documentation of Service delivery in compliance with state and federal requirements;
- (5) Contract and subcontract negotiation and monitoring;
- (6) Coordination with state hospital Services;
- (7) Evaluation of Services and supports; and
- (8) Involvement in activities that focus on:
 - (a) Resource allocation;
 - (b) Outcomes;
 - (c) Quality improvement; and
 - (d) Advisory councils.

b. Performance Requirements

County shall provide, but is not limited to, the following:

- (1) In providing MHS 01 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.
- (2) Provide pre-commitment Services to include, but not limited to:
 - (a) A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the Individual's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as established by OAR 309-033-0920) who has not provided to the Individual any crisis Services.

- (b) The development of a treatment plan to:
 - i. Divert an Individual from a commitment hearing; or
 - ii. If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.
- (3) Assigning and placing a committed Individual in a treatment Service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under County's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
- (4) Ensuring that all legal procedures are performed as required by statute and administrative rule.
- (5) Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR 407-045-0000 through 407-045-0955, as such statutes and rules may be revised from time to time.
- c. **Special Reporting Requirements**
None.
- 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, Section 1.f.(2).

16. Service Name: **AID AND ASSIST CLIENT SERVICES**

Service ID Code: **MHS 04**

a. Service Description

MHS 04 – 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 Individual can stand trial. Primary population for community Restoration Services are Individuals who are unable to aid and assist in their own defense due to a primary “mental disease or defect” (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

(1) Restoration Services include:

- (a)** Providing the Individual with the education necessary to best facilitate the Individual’s return to capacity including, but not limited to:
 - i.** Skills training regarding court room procedures, roles, language and potential outcomes of the court process;
 - ii.** Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and
 - iii.** Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.
- (b)** Coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the Individual is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:
 - i.** Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;
 - ii.** Collaboration and coordination with community corrections;
 - iii.** Consultation to the County Mental Health Court, if Mental Health Court is available in the service area;
 - iv.** Participation in Mental Health and Law Enforcement collaboration meetings; and
 - v.** Communication of court ordered requirements, limitations, and court dates.
- (c)** Assist the Individual in accessing community supports that will promote recovery and community integration, including, but not limited to:

- i. Case management;
 - ii. Skills training;
 - iii. Crisis services;
 - iv. Individual or group therapy;
 - v. Alcohol and drug addiction treatment; and
 - vi. Psychiatric prescription management and medication education.
- (d) Administrative activities related to the Restoration Services described above, including but not limited to:
- i. Reporting of the Individual's compliance with the conditional release requirements through monthly reports to appropriate court; and
 - ii. Providing interim quarterly reports for the purpose of communicating current status of Individuals to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.
- (2) The County shall allocate reasonable staffing within available funding to meet the needs of the community and provide the necessary Services as described in subsection a. above.

b. Performance Requirements

Providers of MHS 04 Services funded through this Agreement:

- (1) Shall comply with ORS 161.365, ORS 161.370, OAR 309-088-0105, OAR 309-080-0115, OAR 309-088-0125, and OAR 309-088-0135, as such statutes and rules may be revised from time to time; and
- (2) May reasonably use funds to improve outcomes and services for Individuals found unfit to proceed by improving systems and collaboration effecting this population.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhs.oh.state.or.us, written quarterly reports on the delivery of MHS 04 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 quarterly report shall provide the following information per month for each subject quarter:

- (1) For Individuals who have a community consultation completed, provide the following information:
 - (a) Individuals' name;

- (b) Gender;
 - (c) Date of birth
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living Situation;
 - (h) Consultation referral date;
 - (i) Consultation face-to-face date;
 - (j) Date the findings report was provided to the court;
 - (k) Recommendation from the findings report provided to the court; and
 - (l) Court's determination on Individual's placement.
- (2) For Individuals who are engaged in community-based restoration services, provide the following information:
- (a) Individual's name;
 - (b) Gender;
 - (c) Date of birth
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living situation;
 - (h) Beginning date of restoration services; and
 - (i) Description of services provided.
- e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**
- See Exhibit D, "Payment, Settlement, and Confirmation Requirements."
- Use Payment and Confirmation language, Section 1.f.(2).

17. Service Name: **ASSERTIVE COMMUNITY TREATMENT SERVICES (ACT)**

Service ID Code: **MHS 05**

a. **Service Description**

(1) **Definitions:**

- (a) **Assertive Community Treatment (ACT)** means an evidence-based practice designed to provide comprehensive treatment and support Services to Individuals with Serious and Persistent Mental Illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least 2 case managers, and are designed to meet the Individual's needs and to help keep the Individual in the community and out of a structured service setting, such as residential or hospital care. ACT is characterized by:
- i. Low client to staff ratios;
 - ii. Providing Services in the community rather than in the office;
 - iii. Shared caseloads among team members;
 - iv. 24-hour staff availability;
 - v. Direct provision of all Services by the team (rather than referring Individuals to other agencies); and
 - vi. Time-unlimited Services.
- (b) **ACT-Eligible Individual** means an Individual who meets ACT Admission Criteria established in OAR 309-019-0245.
- (c) **Competitive Integrated Employment** means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

- (d) **Division Approved Reviewer** means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA's contracted entity responsible for conducting ACT fidelity reviews, training, and technical assistance to support new and existing ACT Programs statewide.
 - (e) **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an Individual 18 years of age or older:
 - i. Schizophrenia and other psychotic disorders;
 - ii. Major depressive disorder;
 - iii. Bipolar disorder;
 - iv. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - v. Schizotypal personality disorder; or
 - vi. Borderline personality disorder.
- (2) **Services:**
- (a) ACT is an evidence-based practice for Individuals with SPMI. ACT is characterized by:
 - i. A team approach;
 - ii. Community based;
 - iii. A small client-to-staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;
 - iv. Time-unlimited Services;
 - v. Flexible Service delivery;
 - vi. A fixed point of responsibility; and
 - vii. 24/7 crisis availability.
 - (b) MHS 05 Services include, but are not limited to:
 - i. Hospital discharge planning;
 - ii. Case management;
 - iii. Symptom management;
 - iv. Psychiatry services;
 - v. Nursing services;
 - vi. Co-occurring substance use and mental health disorders treatment services;

- vii. Supported Employment (reference OAR 309-019-0275 through 309-019-0295);
 - viii. Life skills training; and
 - ix. Peer support services.
- (c) The ACT Program is intended to serve Individuals (18 year old or older) with SPMI and who meet ACT Program admission criteria as described in OAR 309-019-0245.
- (d) A Provider delivering MHS 05 Services with funds provided through this Agreement may not use MHS 05 Services funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
- (e) An ACT Program includes the following staff members:
- i. Psychiatrist or Psychiatric Nurse Practitioner;
 - ii. Psychiatric Nurse(s);
 - iii. Qualified Mental Health Professional (QMHP) ACT Team Supervisor;
 - iv. Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;
 - v. Substance Abuse Treatment Specialist;
 - vi. Employment Specialist;
 - vii. Housing Specialist;
 - viii. Mental Health Case Manager; and
 - ix. Certified Peer Support Specialist.

b. Performance Requirements

County shall provide MHS 05 Services in a manner that meets minimum fidelity requirements and adheres to all standards in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver MHS 05 Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 05 Services.

The County shall work with their respective CCO to increase the number of eligible Individuals, with SPMI, served by ACT Team(s). If 10 or more Individuals in a County's region have been referred, are eligible and appropriate for MHS 05 Services, and are on a waiting list for more than 30 calendar days to receive MHS 05 Services, the County shall work with their appropriate CCO to take action to reduce the waitlist and serve those Individuals by:

- (1) Increasing team capacity to a size that is still consistent with fidelity standards; or

(2) Adding additional ACT Team(s).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of MHS 05 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) Individuals served;
- (2) Individuals who are homeless at any point during a quarter;
- (3) Individuals with safe stable housing for 6 months;
- (4) Individuals using emergency departments during each quarter for a mental health reason;
- (5) Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;
- (6) Individuals hospitalized in an acute care psychiatric facility during each quarter;
- (7) Individuals in jail at any point during each quarter;
- (8) Individuals receiving Supported Employment Services during each quarter;
- (9) Individuals who are employed in Competitive Integrated Employment; and
- (10) Individuals receiving MHS 05 Services who are not enrolled in Medicaid Referrals and Outcomes, including the following:
 - (a) Number of referrals received during each quarter;
 - (b) Number of Individuals accepted during each quarter;
 - (c) Number of Individuals admitted during each quarter; and
 - (d) Number of Individuals denied during each quarter and the reason for each denial.

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, Section 1.f.(2).

18. Service Name: **CRISIS AND TRANSITION SERVICES (CATS)**

Service ID Code: **MHS 08**

a. Service Description

Crisis and Transition Services (CATS) serves youth and their families during transitions from emergency departments to community-based treatment and support services. Developed to help address psychiatric boarding in the emergency department, CATS is an alternative for youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if Crisis and Transition services were in place. Emergency departments may be a family's first point-of-contact into the mental health system and the month immediately following discharge is a high-risk period for a youth to return to an emergency department in mental health crisis. The CATS program serves as a bridge during this critical period for approximately 45 calendar days or until the youth and family are effectively connected to longer-term supports. The CATS program provides rapid access to interim mental health therapy, psychiatry, care coordination, and family peer support and 24/7 crisis response to the home.

The CATS program seeks to stabilize the immediate crisis and focuses on a youth's long-term recovery and connections to other services and supports. The CATS multidisciplinary team works with a youth and family to develop a plan of care that identifies and addresses underlying difficulties that contributed to the crisis; evaluates safety and addresses risks in the home; reinforces coping and de-escalation skills; and facilitates a warm hand-off to other supports and services in the community.

County shall require that CATS providers:

- (1) Approach services from a family-driven and youth-guided approach that reduces or eliminates barriers for the youth and family to participate in care;
- (2) Provide linguistically and culturally appropriate materials for the youth and their family, necessary for them to understand and to participate fully in the CATS program; and
- (3) Require equitable access to the program, particularly for youth and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, sexual orientation, gender identity, socioeconomic status, insurance status, citizenship status, or religion.

b. Eligibility Criteria

- (1) Serves ages birth through 20 years of age, and their families (parents, guardians, caregivers) who present to a partnering emergency department or psychiatric crisis center.

*NOTE: CATS providers may accept referrals directly from the County Mobile Response team upon approval by OHA. Sites must submit a written plan to OHA which includes the workflow from referral to closure, roles and responsibilities of the CATS provider and the County Mobile Response team.

- (2) Youth is experiencing a mental health crisis or behavioral disturbance affecting the safety of the youth and family or others and is at risk for admission to an inpatient psychiatric program.
- (3) Youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if CAT was in place.
- (4) CATS enrollment is not contingent on availability or type of insurance. All youth, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible.
- (5) Sites are expected to maximize funding to enhance an existing continuum of crisis and acute care, which includes billing Medicaid and/ or commercial carriers for all applicable billing codes for services provided while enrolled in services.
- (6) If a site is struggling with capacity and is unable to meet the needs of the referring hospital partner, OHA will be notified as soon as possible by the provider and a plan of action and timeline for resolution will be completed.

c. Intake Process

- (1) The partnering hospital or psychiatric crisis clinic will assess the youth and make a referral to the assigned CATS clinical provider, as outlined in the required MOU.
- (2) Within 1-3 hours of the referral, the CATS clinical team will make contact with the youth and their family in-person, at the partnering hospital or psychiatric crisis clinic location.
- (3) Prior to discharge from the emergency room or psychiatric crisis clinic the CATS clinical team will complete the following requirements to assess if the youth and their family are able to safely return home with CATS:
 - (a) Mental Health Assessment;
 - (b) Risk and Suicide Assessment; and
 - (c) Lethal Means Counseling.
- (4) CATS clinical team member will develop a Crisis and Safety Plan in collaboration with the youth and their family prior to discharge from the emergency room.
- (5) CATS team is responsible for providing 24/7 crisis response to the youth and family for the duration of their enrollment in the CATS program.
- (6) CATS clinical team member will give a brief overview of the services offered by the CATS Team and introduce the role of the Family Support Specialist.
- (7) Each family will be given the CATS Guidebook for Families, or the equivalent⁽¹⁾ describing the anticipated experience in the CATS program

¹ An equivalent resource means a guide or booklet (print or online) which includes all items listed in the Family Transition Inventory/Checklist, and which has been reviewed and approved by OHA and OHSU staff. OHA staff will contact County/Provider via email to notify County/Provider of approval.

and providing youth and their families with relevant and individualized psychosocial information.

- (8) CATS clinical team will schedule an in-person CATS Team Meeting, within 72 hours of the intake. Meeting location to be determined by the youth and their family. Meeting shall include youth and their family, CATS clinical provider, CATS Family Support Specialist, and/or any other natural support or multi-disciplinary team members as identified by the youth and their family.
- (9) The CATS clinical team will notify the assigned FSS, as soon as possible, with contact information for the family and date and time of the Team Meeting. The FSS will make initial contact with the family either in person at the emergency room or via phone to introduce their role (as outlined in the MOU).

d. Service Requirements

- (1) Within 72 hours of the intake the CATS clinical team member and Family Support Specialist will facilitate a CATS Team Meeting with the youth and their family and, together, review program services, assess the current needs of the family both short term and long term, and clarify roles of team members;
- (2) Contacts with the youth and family should be as frequent as needed to alleviate the immediate crisis and provide connection to longer term resources and supports;
- (3) All contacts shall occur in locations preferred by the youth and their families;
- (4) The CATS Clinical team in partnership with the youth and their family shall coordinate a minimum of 2, in person, contacts per week of the following services:
 - (a) Interim individual and/or family mental health therapy.
 - (b) Rapid access to psychiatry and medication management.
 - (c) Care Coordination.
 - (d) Family Support Services (Youth Peer Services are optional);
- (5) CATS clinical services may be provided up to 45 calendar days, as necessary, to provide the youth and their family with sufficient stabilization and connections with community-based resources; and
- (6) CATS Family Peer Support Services are offered as long as clinical services are being provided and may last up to 60 calendar days as necessary to provide the youth and family with increased skills to manage crises, and to establish sufficient supports in the community that the youth and family may access as needed.

e. Close of Services

- (1) Factors contributing to the current crisis are identified and addressed by some combination of the following:

- (a) Youth is no longer having suicidal or aggressive behavior, ideation, or behavioral challenges that affect safety of the youth, family, or others;
 - (b) Symptoms are managed via connection to commensurate supports, services, and skill- development opportunities;
 - (c) The youth and their family report increased safety and confidence in managing the current and future crises; and
 - (d) The youth and their family report decreased frequency and intensity of crisis situations.
- (2) The CATS Team will establish a transition plan with the youth and their family, which:
- (a) Addresses youth mental health concerns and symptoms;
 - (b) Outlines proactive strategies to support the youth and their family to reduce the frequency and intensity of crises that lead to emergency department visits; and
 - (c) Documents access and connections to outpatient and community resources.
- (3) CATS clinical team will conduct an in-person, transition meeting with the youth and family to review the transition plan prior to ending CATS services. If unable to have a transition meeting with the family, documentation of the circumstances is required.
- (4) If the family continues to receive Family Support Services after ending services with the clinical team, the CATS Family Support Specialist will conduct an in-person transition meeting with the family prior to ending Family Support Services. If unable to have a transition meeting with the family, documentation of the circumstances is required.

f. CATS Team-Based Requirements

- (1) CATS programs are team-based. County is required to provide both clinical services and family support services to CATS enrolled youth and their families. County shall require that subcontracted providers have dedicated CATS clinical staff and family support specialists.
- (2) Each CATS Team provides an array of recovery-oriented agency or community-based services and supports. County may subcontract with numerous providers in order to make sure that all services are available to the youth and their families. Establishing a clear communication plan and workflow between all providers is imperative and requires the contractor, clinical staff, family support staff and referring hospital or crisis clinic to work as a cohesive team.
- (3) County is responsible for the completion of all MHS 08 service requirements as outlined in this document, whether directly provided or provided under sub-contractual arrangement. County shall provide initial copies of the sub-contract to OHA. County shall submit a written action plan and timeline for resolution to OHA, as soon as possible, when there are known services that are not being met by the County or provider. Action

Plans must be agreed upon by County and OHA and may result in funding adjustments and/or recouped or withheld funds.

- (4) The CATS team must include, at a minimum, a Mental Health Therapist (QMHP) and a Family Support Specialist (FSS). County must notify OHA immediately if either of these positions are vacant or unavailable to youth and their families enrolled in services.
- (5) County shall submit a Memorandum of Understanding (MOU) which includes the referring hospital or crisis clinic and subcontractors. MOU is required to be completed within 45 calendar days of execution of this Agreement. The MOU creates an ongoing partnership between the County, subcontractors, referring hospitals and crisis centers. The MOU shall include the following:
 - (a) Roles and responsibilities of each party;
 - (b) Comprehensive communication plan between all parties around coordinating intakes, team meetings, and care coordination efforts; and
 - (c) Ongoing and frequent communication with the partnering hospital or crisis center.
- (6) County and subcontractors shall participate in a collaborative state-wide effort to establish shared programmatic standards, expectations for results, and key reporting requirements. County is responsible for requiring that a representative from the County and all subcontractors:
 - (a) Participate in scheduled All Staff CATS Learning Collaboratives; and
 - (b) Family Support Specialists are also required to participate in all scheduled Family Support Specialist Learning Collaborative.
- (7) County shall submit an annual Budget Worksheet (provided by OHA), which is due August 15th of each calendar year.

g. CATS Required Training

County is responsible for requiring that all staff receive the adequate training required to effectively deliver services as outlined in this Agreement. Providers shall require that, at a minimum, staff are trained in the following areas:

- (1) OHSU Redcap Data System Training;
- (2) Suicide Prevention and Intervention;
- (3) Lethal Means Counseling (i.e CALM Training);
- (4) Trauma Informed Care; and
- (5) Ongoing training and refreshers required for skill maintenance.

h. Special Reporting Requirements

Redcap Data System Reporting Requirements.

- (1) CATS Clinical and Family Support Providers shall submit data on an ongoing basis, as specified by OHA, directly to the Oregon Health & Science University (OHSU) Redcap Data System.
- (2) CATS Providers are expected to input all required data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team.
- (3) Redcap Data Collection includes timely collection and submission of the following:
 - (a) Individual's demographics and clinical history;
 - (b) Presenting information;
 - (c) Referral response time;
 - (d) Referral to and youth/family connections with family peer support;
 - (e) Timeliness and frequency of initial and ongoing contacts;
 - (f) Service and intervention details;
 - (g) Diversions out of the emergency room/ crisis clinic;
 - (h) Re-presentations to the emergency department or admissions to a higher level of care;
 - (i) Transition plan details;
 - (j) Barriers to recommended transition plan;
 - (k) Duration of CATS involvement;
 - (l) The Crisis Assessment Tool at intake;
 - (m) The KIDSCREEN-10 at intake and closure; and
 - (n) Other items deemed beneficial to the development of the Service.
- (4) Programs are required to inform and encourage CATS parents/guardians to participate in a two-month follow-up survey completed by phone or electronically. CATS participants will be contacted by OHSU outcomes study staff two months after CATS program completion. Data from follow-up interviews will be shared with County and program leadership, with the goal of improved services.
- (5) County is responsible for reviewing and approving the quarterly outcome reports generated by OHSU prior to submission to OHA by OHSU.

i. **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, Section 1.f.(2).

19. Service Name: **JAIL DIVERSION SERVICES**
 Service ID Code: **MHS 09**

a. **For purposes of this Service Description, the following definitions apply:**

- (1) **Jail Diversion Services**, as defined by the Oregon Performance Plan, means community-based Services that are designed to keep Individuals with behavioral health issues out of the criminal justice system and, instead, supported by other community-based services, such as mental health services, substance abuse services, employment services, and housing. Jail Diversion Services are intended to minimize contact with law enforcement, avoid jail time, and/or reduce jail time. These Services are intended to result in the reduction of the number of Individuals with mental illness in the criminal justice system or the Oregon State Hospital.
- (2) **SPMI** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age 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.

b. **Service Description**

MHS 09 Jail Diversion Services increase Mental Health's interaction with Individuals with Serious and Persistent Mental Illness (SPMI) who are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

c. **Performance Requirements**

All Providers shall adopt the "**Sequential Intercept Model**" (SIM), and incorporated by reference herein, through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All Providers shall use the SIM to identify and intervene upon "points of interception" or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking MHS 09 Services:

- (1) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
- (2) Create opportunities for Individuals to access housing in addition to vocational and educational services;
- (3) Provide support services to prevent or curtail relapses and other crises;
- (4) Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
- (5) Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

d. Reporting Requirements

See Exhibit E, 10.

e. Special Reporting Requirements

County shall prepare and electronically submit through secure e-mail as described in the Security and Privacy Agreement, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports on the delivery of MHS 09 Services no later than 45 calendar days from 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 quarterly report shall include, but is not limited to, the following:

- (1) For Individuals receiving MHS 09 Services, report the following:
 - (a) Individuals name;
 - (b) Gender;
 - (c) Date of birth;
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Whether the Individual has an SPMI diagnosis;
 - (h) Identify whether the Individual received pre or post booking Services;
 - (i) Number of times Individual was arrested during the reporting period;
 - (j) Charges Individual was arrested for during the reporting period; and
 - (k) Description of Service provided.

- (2) Report the number of incidences where charges were dismissed or dropped as a result of MHS 09 Services.
- (3) Report the number of crisis consultations provided by mental health staff in pre-booking diversions.
- (4) Provide a detailed description of any MHS 09 Service created prior to the current reporting period.
- (5) Provide information regarding any activities related to MHS 09 Services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

f. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

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

Use Payment and Confirmation language, Section 1.f.(2).

20. Service Name: MENTAL HEALTH PROMOTION AND PREVENTION SERVICES

Service ID Code: MHS 10

a. Service Description

MHS 10 Mental Health Promotion and Prevention Services are directed at changing common influences on the development of Individuals across their lifespan, reducing risk factors, and increasing protective factors, and is designed to target universal, selected, and indicated populations based on risk.

MHS 10 Services are interventions that aim to enhance an Individual's abilities to achieve developmentally appropriate tasks (competence), a positive sense of self-esteem, mastery, well-being, social inclusion, and strengthen their ability to cope with adversity.

Services shall be trauma informed and support the expansion of Mental Health Promotion and Prevention by strengthening the determinants of mental health and wellness, including the development of healthy communities, individual skill development, improved social emotional competence, and decreasing risk factors associated with negative mental health outcomes, such as adverse childhood experiences and social determinants of health

b. Performance Requirements

County shall prepare and submit to OHA for approval within 30 calendar days of the effective date of this Agreement, a written plan outlining how services or activities will be provided using funds received through this Agreement.

(1) County shall:

- (a) Strengthen the existing Mental Health Promotion and Prevention Services infrastructure, or build and develop new infrastructure.
- (b) Support the Institute of Medicine Mental Health Prevention Classifications in the Continuum of Care Model.
 - i. Universal intervention: Address general public or a segment of the entire population with average probability of developing a disorder, risk, or condition;
 - ii. Selective interventions: Serves specific sub populations whose risk of a disorder is significantly higher than the average, either imminently or over lifetime;
 - iii. Indicated preventative interventions: Addresses identified individuals who have minimal but detectable signs or symptom of a disorder or condition;
 - iv. Development and maintenance of healthy communities: Conduct interventions that may include, but are not limited to community safety promotion, violence reduction, bullying

prevention, community connectively, and resource dissemination activities;

- v. Skill development: Interventions that include, but are not limited to programs based in schools, community centers, and other community-based settings that promote social and emotional competence through activities that emphasize social connection, problem solving and development of self-regulation; and
 - vi. Social emotional competence: Interventions may include, but are not limited to developing or sustaining community infrastructure, parenting education, stress reduction classes, communication skills classes, grief and other post distress supports, divorce and other losses, and community-based activities of which promote inclusion.
- (c) Promote activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations, such as:
- i. A commitment to work with the community-based organization to increase efficiency and broaden coordination of initiatives within, and crossing between, the community and health care settings to improve prevention and mental health promotion activities;
 - ii. A commitment to work with the community-based organization to continue the development of sustainable systems to address primary prevention and mental health promotion activities in the community and health system settings;
 - iii. A commitment to responsibility with experience engaging and providing mental health promotion services to communities of color, and in other underserved populations in a culturally and linguistically-appropriate manner; or
 - iv. Propose and implement joint strategies to sustain project work beyond the funding period, including the ability to engage other community organizations or stakeholders who will benefit from a healthier overall population, such as other public or commercial insurance carriers.

c. **Special Reporting Requirements**

- (1) Contractor shall submit OHA approved annual plan that describes services/ activities and detailed budget that supports mental health promotion and prevention efforts in contractor's community. Plan should include activities

of which are being paid for through this funding stream if braided funding is occurring please explain in plan.

- (2) Contractor shall prepare and electronically submit, written semi-annual (two times per year) detailed budget expenditure and service reports on the delivery of Mental Health Promotion and Prevention Services to be submitted by end of the contract and sent to the amhcontract.administrator@dhsosha.state.or.us. 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>.
- (3) Each report shall contain the following information:
- (a) An explanation of activities conducted during the reporting period, and how each activity is supported in the following interventions:
- i. Development and maintenance;
 - ii. Skill development;
 - iii. Social emotional competence;
 - iv. Universal;
 - v. Selective; or
 - vi. Indicated interventions.
- (b) A description of how activities impacted Mental Health Promotion and Prevention Services.
- (c) Describe of how funding has had an impact on communities that have been disproportionately impacted by racism, discrimination, and health inequities.

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

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

Use Payment and Confirmation Requirements language, Section 1.f.(2).

21. Service Name: RENTAL ASSISTANCE PROGRAM SERVICES

Service ID Code: MHS 12

a. Service Description

MHS 12 Rental Assistance Program Services are intended to assist Individuals 18 years of age and older with Serious and Persistent Mental Illness (SPMI), as defined in OAR 309-036-0105 (13), and who meet one of the criteria listed below, in paying for rental housing to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

- (1) SPMI means the current Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age 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
- (2) Criteria in paying for rental housing requires at least one of the following conditions:
 - (a) Transitioning from the Oregon State Hospital;
 - (b) Transitioning from a licensed residential setting;
 - (c) Without supported housing, are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an Individual to live as independently as possible in their own home;
 - (d) Homeless as defined in 42 U.S.C. § 11302; or
 - (e) At risk of being homeless.

b. Performance Requirements

- (1) MHS 12 Services includes financial assistance for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; and the support service components including, but not limited to, financial budgeting, applying for mainstream housing resources (like Section 8), community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the

community. These allotments shall not be used to pay any other staff position, and these two MHS 12 funded positions will only perform work for this MHS 12 program.

- (2) MHS 12 Services financial assistance per Individual will be set by OHA and will not exceed the HUD Fair Market Rent (FMR). Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.
- (3) Move-in expense and barrier removal financial assistance will be based on the Individual's need and determined by the Program based on their program design as described in their application. Financial assistance for move-in and barrier removal costs may include cleaning and security deposits, pet deposits, outstanding utility bills, and other related costs as determined in the County's program design.
- (4) Rental housing units subject to this special project shall have an inspection, and pass the inspection prior to move-in, which shall be conducted by County or its contractor, based upon the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (5) County shall coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.
- (6) Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:
 - (a) Financial assistance for MHS 12 Services data collection and documentation of Service delivery in compliance with state and federal requirements; and
 - (b) Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program staff, office space, and other appropriate office expenses.
- (7) Utilization requirements for MHS 12 Services Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award."
- (8) County Compliance: No more than 25% of units in a building or complex of buildings is encouraged for Individuals with SPMI referred by the state, its contractors, or its subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SPMI. The remaining housing is available to all tenants, in conformance with Fair Housing and other related laws.
- (9) Compliance with criteria in the County's application, award letter, and this Agreement is equally binding.

- (10) County may only contract with subcontractors, subject to prior review and approval by OHA.

c. Special Reporting Requirements

- (1) County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports on the delivery of MHS 12 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) For financial use, each report shall provide the following information for the subject quarter totals:
- (a) Amount expended for move-in and barrier removal services;
 - (b) Amount expended for housing rental;
 - (c) Amount expended for staff positions and administration; and
 - (d) The number of housing slots rent was paid for MHS 12 Individuals.

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

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

Use Payment and Settlement language, Section 1. In addition:

- (1) Amounts due for Services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the "Special Reporting Requirements" section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award, is subject to the terms and limitations in this MHS 12 Service Description.
- (2) For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:
- (a) Number of housing slots filled per month.
 - (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award;
 - (c) For quarter 3 through 8, County shall request the total MHS 122 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.
- (3) The Part C financial assistance will be disbursed as follows:
- Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for

MHS 12 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a quarterly written invoice with required attachments, as specified below, in the allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@dhsosha.state.or.us with the subject line “Invoice, contract #(your contract number), contractor name.” Financial assistance provided by OHA are subject to the limitations described in this MHS 12 Service Description.

For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:

- (a) Number of housing slots filled per month;
- (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award.
- (c) For quarter 3 through 8, County shall request the total MHS 12 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.

22. **Service Name:** **SCHOOLBASED MENTAL HEALTH SERVICES**

Service ID Code: **MHS 13**

a. **Service Description**

County shall provide MHS 13 School-Based Mental Health Services to identified K-12 schools. County may provide MHS 13 Services to schools that are affiliated with a School-Based Health Center (SBHC), if that SBHC is not providing mental health services to youth under the age of 17. County shall confirm that an appropriately qualified school-based mental health service provider is available at identified schools. Counties shall provide appropriate levels of clinical supervision as set forth in OAR 309-019-0130 for school-based mental health service providers. School-Based Mental Health Services providers shall be a state licensed or unlicensed Qualified Mental Health Professional (QMHP), qualified under state law to provide mental health services to children and adolescents, which includes an assessment at the onset of services.

School-based mental health services are essential components of comprehensive learning supports. Access to school-based mental health services is linked to students' improved physical and psychological safety and reduces costly negative outcomes such as risk-taking behaviors, disciplinary incidents, juvenile justice involvement, school avoidance, and substance abuse.. The provision of school-based mental health services at the school, during the school day, will reduce the likelihood that students will need to miss school, or have other undesirable outcomes that result in a missed opportunity to remain in school, retain satisfactory academic progress, and have quality of life.

b. **Performance Requirements**

- (1) The primary role of MHS 13 Service providers is to provide school-based direct clinical services, care coordination when indicated, support, and provide training to school personnel as follows:
 - (a) Provide school-based clinical services for rapid and easily accessible mental health treatment, and facilitate services needed for outpatient mental health and substance use treatment. Urgent or otherwise crisis driven services shall be prioritized.
 - (b) Provide culturally and linguistically responsive, trauma informed coordinated care, provide crisis intervention, and improve access to mental health services and improve school safety. Individuals may be referred or self-referred, due to behavioral and emotional challenges, symptoms of mental disorder, chronic absenteeism, or behavioral issues in the classroom.
 - (c) Provider shall meet with the Individual and/or family, as clinically indicated, to complete an assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community. Families are invited and included in mental health treatment to promote treatment integrity and success at home and in school. When clinically indicated, inclusion of the family, including family therapy, shall occur.

Therapists shall document lack of family participation when it has been clinically indicated.

- (d) Assist with the development of programs such as wellness, peer support programs, family support programs, Mental Health First Aid training, and implementation of social-emotional learning in the classroom. Provide consultation to school personnel on topics related to behavioral health issues that support students, through informational learning opportunities. Promote discussions on topics such as trauma, racism, conflict resolution, anxiety, depression, managing suicidal feelings, self-regulation, healthy relationships, and other topics.
 - (e) MHS13 Service providers should be equipped with the technology and equipment necessary to conduct therapy sessions, including individual, family and group therapy, through a telehealth platform that complies with HIPAA, consistent with OAR 410-172-0850.
- (2) Through collaboration with the school and community agencies, assist and create activities to improve climate and safety for children. Promote school safety for all students and report incidents of any violence, so timely intervention may occur.

MHS 13 Services Providers shall be trained in suicide prevention, intervention, postvention, and lethal means. Providers who have had no suicide specific training are recommended to begin with the Applied Suicide Intervention Skills Training (ASIST). Upon request, the contract administrator will provide a list of recommended suicide prevention, intervention, postvention, and lethal means trainings available at low or no cost in Oregon. A tool for tracking staff training completion is available upon request. Documentation of a minimum of one booster session annually is required in at least one of the following topics:

- (a) Suicide Prevention;
- (b) Suicide Intervention and Safety Planning;
- (c) Suicide Postvention;
- (d) Lethal Means

Training documentation for each provider shall be submitted to OHA annually at the end of the school year.

- (3) MHS 13 Service Providers are obligated to report any known suicide deaths in the school to their supervisor. Supervisors shall notify their county postvention lead who will report to the OHA Suicide Prevention and Intervention Coordinator in accordance with OAR 309-027-0060.
- (4) MHS 13 Service Providers are required to read and understand the School Suicide Prevention plan and the County Youth Suicide Postvention Plan for all school districts and counties in which they provide services.
- (5) Counties shall notify OHA in writing if the county lacks qualified providers to deliver MHS13 services prior to and/or as soon as services become

unavailable and implement a plan for the provision of Services in consultation with OHA.

- (6) County shall notify OHA in writing of the schools in which it is providing services and shall prioritize high risk schools in the county. This documentation shall be provided to OHA no later than one month prior to the start of the school year. Counties are required to notify OHA contract administrator of any delay in this documentation.
- (7) MHS 13 provides funding for mental health clinicians to be located in the school for the purpose of mental health services, outreach, engagement, and consultation with school personnel. Medicaid billable Services must be billed to Medicaid.
- (8) Funding may also be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible but have no other resources to pay for the Services, or who are 14 years of age or older and request anonymity.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 13 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) The names and National Provider Index (NPI) numbers of each Provider designated to provide the MHS 13 Services, or of the supervisor if the therapist does not have an NPI number;
- (2) The number of students served during the quarter. This number should represent at a minimum the students, who have had any of the following services or a combination of the following: assessment, individual therapy, family therapy, group therapy.
- (3) The number of new students served during the quarter. This number should represent students to whom providers began providing individual, group and/or family therapy for the first time during the quarter.
- (4) Service providers must report on a quarterly basis:
 - (a) A list of the unique Individual served, including their first and last name,
 - (b) The race and ethnicity of the student,
 - (c) the student's payor source, Oregon Health Plan ID number or other identified insurer ID number and
 - (d) the *unabbreviated* name of the school the student attends.

- (5) Service providers must report evidence of use of a universal research informed suicide assessment tool, including the number of times the assessment tool was used during the quarter.
- (6) Service providers must report evidence of use of a standardized, broad symptom outcome measure tool. A list of tools is available upon request.

Examples of broad symptom outcome measure tools include:

- (a) Patient-Reported Outcomes Measurement Information System (PROMIS),
 - (b) Strengths and Difficulties Questionnaire (SDQ),
 - (c) the Session Rating Scale (SRS), and
 - (d) Outcome Rating Scale (ORS).
- (7) A summary of program strengths, including specific examples of how services are impacting student mental health, how student and family needs that have arisen as a result of the pandemic have been addressed, and how this work promotes school and student safety.
 - (8) Service providers must report how services are delivered in a manner that is culturally and linguistically responsive and how these services are equitably delivered to all students.
 - (9) A summary of program challenges, including barriers to providing services to students and engaging families in family therapy.

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

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

Use Payment and Settlement language, Section 1.f.(2).

23. Service Name: YOUNG ADULT HUB PROGRAMS (YAHP)Service ID Code: **MHS 15****a. Service Description**

MHS 15 Services are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

- (1) The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;
- (2) Programs must serve all Individuals referred to the service, including those with public, private or no insurance; and
- (3) Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.

b. Performance Requirements**(1) Eligible Population:**

These Services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement supports. This may include, but are not limited to Individuals 14 through 24 years of age who have been:

- (a) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
 - (b) Chronically involved in state systems of Mental Health care and who are in need of intensive community supports;
 - (c) Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired or has led to interface with the criminal justice system; or
 - (d) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.
- (2) Provide Clinical, Social, and Residential Services:**

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice a week. Provider shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational

support, primary care, psychiatric services, addictions services, navigation of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency departments, crisis centers, provider sites, homes, and community settings. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include, but are not limited to:

- (a) Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;
 - (b) Recovery oriented, young adult centered planning;
 - (c) Creation of social support systems;
 - (d) Rapid access to psychiatric and counseling services;
 - (e) Coaching on rights regarding access to employment, school, housing, and additional resources;
 - (f) Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
 - (g) Peer support provided by young adult peers, participatory decision-making;
 - (h) Meaningful Individual's engagement in program, community, and leadership activities; and
 - (i) Skill development.
- (3) **Who Can Provide These Services?**

Recommended staff, staff expertise, and training:

- (a) Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.
- (b) Recommended supplemental trainings includes supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (c) Familiarity and use of system of care principles, trauma informed care, and the TIP Model located at <http://www.tipstars.org/>, or any other young adults in transition evidence-based or promising practices.

c. **Reporting Requirements**

See Exhibit, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports 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>.
County shall:

- (1) Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;
- (2) Administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf> as an outcome measurement tool, or provide an alternative measure of a consistent nature to be approved by OHA.

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

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

Use Payment and Confirmation language, Section 1.f.(2).

24. **Service Name:** Non-OHP Community and Residential Assistance

Service ID Code: MHS 17

a. **Service Description**

Providers need flexibility when submitting invoices for services provided under a variety of different service elements.

OHA has consolidated the invoiceable services, paid from Part C funds, from multiple service elements into MHS 17. This flexibility allows us to use funding provided by MHS 17 and reduce the number of agreement amendments issued to transfer funds from one service element to another. The MHS 17 funding is allocated as a single pool that is used to pay for the invoiceable services described in the Service Elements listed below.

These Service Elements and the invoiceable service components for each are referenced by title and exist in detail in 'Exhibit B-1, Service Descriptions':

- (1) **MHS 26** – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION
- (2) **MHS 27** – RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION
- (3) **MHS 28** – RESIDENTIAL TREATMENT SERVICES
- (4) **MHS 30** – MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD
- (5) **MHS 34** – ADULT FOSTER CARE SERVICES
- (6) **MHS 36** – PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)
- (7) Within the above Service Elements, any **Specialized Requests** for management of physical or health problems, including, but not limited to, seizures, incontinency, diabetes, and pain management require a Prior Authorization from OHA, using the Intensive Services Request Form located at <https://www.oregon.gov/OHA/HSD/OHP/Pages/MH-Rates.aspx>.

b. **Authorization, Monitoring, and Review**

- (1) For Services to non-Medicaid-eligible Individuals indicated in Exhibit B-1, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the period shown and do not carry forward into following years' allotments.
- (2) Funding for Specialized Requests, (1) (g) above, will follow a process to assure **necessity of services** required by an Individual in exceptional need, that would not fit within the Intensive Services Requests of the Rate Review Committee (RRC), with the following structure:
 - (a) A proposal is then reviewed by a minimum of two clinicians to assure initial **necessity of services** considering the current

circumstances, history of interventions, limits of current resources and potential plans for stabilization.

- (b) If there is sufficient initial necessity, then the proposal will be reviewed by the RRC to determine a recommendation of approval or denial.
- (c) If approved, the Specialized Request will follow the same process indicated in (2)(a), "Authorization, Monitoring and Review."
- (3) If denied, the Requestor will be notified in writing with rationale determined by the RRC.

c. **Performance Requirements**

Providers submitting invoices for payment under any of the Service Elements identified in Section (1) above must meet the conditions shown in the specific Service Element in Exhibit B-1 to receive prompt and complete payment of invoices.

d. **Reporting Requirements**

See Exhibit E, 10 for the specific Service Element(s) requirements.

e. **Special Reporting Requirements**

See Exhibit B-1 for the specific service element(s) requirements.

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

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

Use Payment and Settlement language, for the specific Service Element(s) requirements, in Section 1.

25. **Service Name:** **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS**

Service ID Code: **MHS 20**

a. Service Description

(1) Definition(s):

DSM-5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (or DSM-V), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA's) classification and diagnostic tool. The DSM-5 serves as a universal authority for psychiatric diagnosis.

(2) MHS 20 Services are:

- (a) Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
- (b) Community based services that shall include one or more of the following:
 - i. Use of 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;
 - ii. Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;
 - iii. Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
 - iv. General outpatient services including, but not limited to, care coordination and case management;
 - v. Medication and medication monitoring;
 - vi. Meaningful Individual and family involvement;
 - vii. Rehabilitation services including Individual, family and group counseling;
 - viii. Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
 - ix. Other services and supports as needed for Individuals at the sole discretion of OHA.
- (c) Services County shall provide, but is not limited to:
 - i. 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;

- ii. Early Identification and Screening: Conduct periodic and systematic methods 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 most recently submitted and approved Local Plan; and
- iii. 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; and
 - B. Supportive services to facilitate participation in ongoing treatment.

b. Performance Requirements

County shall:

- (a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;
- (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

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."

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award."

26. Service Name: ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES

Service ID Code: MHS 24

a. Service Description

- (1) Acute Psychiatric Inpatient Services are inpatient psychiatric Services delivered to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program; and are suffering from an acute mental illness or other mental or emotional disturbance posing a danger to the health and safety of the Individual or others. The Services are primarily delivered on an inpatient basis and are intended to stabilize, control, or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the Individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary Services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric Services are delivered and to divert Individuals from acute care services.

- (2) Intermediate Psychiatric Inpatient Services in this Service Description provide Long-Term Psychiatric Care (LTPC) Services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are Mental Health Services within the scope of ORS 430.630 and OAR 309-091-0000 through 309-091-0050 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

- (a) CCOA – Mental Health, Physical Managed Care, and Dental services.
- (b) CCOB – Mental Health and Physical Managed Care services.
- (c) CCOE – Mental Health services.
- (d) CCOG – Mental Health and Dental services.

b. Performance Requirements

- (1) Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 (3) and (4), and ORS 426.241 (5).

- (a) Services may only be delivered to the following Individuals:
 - i. An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;
 - ii. An Individual committed to OHA under ORS 426.130; or
 - iii. An Individual voluntarily seeking Acute and Intermediate Psychiatric Inpatient Services (MHS 24 Services), provided

that service capacity is available and the Individual satisfies one or more of the following criteria:

- A. The Individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric Services;
 - B. The Individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of intensive inpatient psychiatric treatment would reverse the decompensation process; or
 - C. Individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
- (b) Hospital and Secure Residential Treatment Providers of MHS 24 Services shall comply with OAR 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225, respectively, as such rules may be revised from time to time.
- (c) Facilities used by County or its Providers for Services under MHS 24 Service Description shall maintain certification by the Joint Commission on Accreditation of Health Care Organization (JCAHO) or other nationally recognized accrediting body acceptable to OHA, licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, and comply with the following applicable rules:
- i. OAR 309-008-0100 through 309-008-1600 “Behavioral Health Treatment Services”
 - ii. OAR 309-033-0200 through 309-033-0970 “Involuntary Commitment Proceedings”
 - iii. OAR 309-032-0301 through 309-032-0890 “Community Treatment and Support Services” Secured Transportation Services under MHS 24 Service Description shall be approved under OAR 309-033-0400 through 309-033-0440, as such rules may be revised from time to time.
- (d) Hospital and Secure Residential Treatment Providers of Services under this Agreement shall submit required information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual’s admission to and discharge from the Provider’s facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.
- (2) Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:
- (a) Services shall be delivered to the following Individuals:

- i.** Individuals who have been determined appropriate for LTPC Services by a representative of OHA but who remain in an intermediate psychiatric care setting pending transfer to intensive psychiatric rehabilitation or other tertiary treatment in an OSH or Extended Care Program;
 - ii.** Individuals who have been determined to be eligible for Services under the Oregon Health Plan (OHP) and are enrolled with a CCO under contract with OHA; and
 - iii.** Individuals who have been determined to be eligible for Services and are entered into the OP/RCS or its successor.
 - iv.** Individuals who have been determined eligible for Services under the OHP but are not enrolled with a CCO on the day of admit for Intermediate Psychiatric Inpatient Services are to be billed through the OHA Medicaid Management Information System on a Fee for Service basis.
- (b)** Services include, but are not limited to:
- i.** Intermediate Psychiatric Inpatient Services that provide intensive psychiatric symptom stabilization; and
 - ii.** Rehabilitative interventions include, but are not limited to therapy, medications, skills training, and mental health assessments or consultations.
- (c)** Notwithstanding the requirements above, OHA will provide financial assistance to County for the cost of Services, from the date of the LTPC determination until the date of discharge to LTPC, for Individuals enrolled with a CCO on the date of the LTPC determination and for Individuals who are dis-enrolled from the CCO prior to transfer to LTPC.
- (d)** Requests for LTPC for Individuals who are hospitalized and who require additional psychiatric inpatient care beyond the acute psychiatric care Service for which the CCO is responsible, must be reviewed by OHA.
- (e)** Appropriate candidates for LTPC are Individuals who meet the specific criteria as determined by OHA for either intensive psychiatric rehabilitation or other tertiary treatment in a State Hospital or extended and specialized medication adjustment in a secure or otherwise highly supervised environment.
- (f)** When an Individual is ultimately determined to be an appropriate candidate for LTPC, the effective date of determination shall be:
- i.** The date OHA receives from the CCO a complete LTPC referral packet. A complete referral packet must include:
 - A.** A “Request of Long Term Psychiatric Care Determination” form, signed by the authorized CCO representative;

- B. Documentation that the Individual is civilly committed and has a permanent Guardian or Attorney-in-fact (ORS 127.505 through 127.660); and
 - C. Clinical documentation including, but not limited to, Physician's History and Physical, Psychosocial History, labs and other testing, consultation documentation from medical and psychiatric providers, progress notes from psychiatrist(s) (and other physician(s)), nurse(s), social worker(s), and other therapist(s) involved in current episode of care; or
 - ii. A mutually agreed upon date by OHA and the CCO, if the OHA date of receipt (identified above as date of determination) cannot be firmly established.
- (g) Ineligibility:
- i. Individuals who are not OHP enrollees of a CCO upon hospitalization in LTPC Services are ineligible for financial assistance.
 - ii. Individuals who are dually or singly eligible Medicare or private/employee-based health care covered Individuals are ineligible for financial assistance.
- (h) OHA reserves the right to re-determine if an Individual meets the eligibility qualifications for LTPC. If a re-determination results in the Individual no longer meeting the LTPC criteria, as determined by OHA, the days remaining for the Individual may no longer be eligible for financial assistance. Notification of determination and re-determination will be provided to County in written form, including rationale for the decision(s).
- (i) OHA will provide financial assistance for Services for OHP-CCO enrolled members (Individuals) determined appropriate for such care beginning on the effective date of such determination as established above, until the time that the Individual is discharged from such setting.
- (j) OHA will not be responsible for providing financial assistance for Services when OHA determines that an OHP-CCO enrolled member (Individual) is not appropriate for LTPC and denies the CCO's request for LTPC.
- (k) OHA retains all rights regarding final determination of an Individual's eligibility for Services.

c. **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) Acute Psychiatric Inpatient Services:
County shall submit electronically, to amhcontract.administrator@dhs.ohio.state.gov, an annual accounting report of financial assistance within 45 calendar days from the end of the contract year.
- (2) Intermediate Psychiatric Inpatient Services:
Hospital and Secure Residential Treatment Providers of Services under this Agreement must submit required information to OHA electronically, through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual's admission to and discharge from the Provider's facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.

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

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

Use Payment and Confirmation language, Section 1.f.(2). In addition:

(1) Acute Psychiatric Inpatient Services

Use Part A payment language, Section 1.f.(1).

(2) Intermediate Psychiatric Inpatient Services

The Part C awards will be calculated, disbursed, and confirmed as follows:

(a) Calculation of Financial Assistance:

OHA will provide financial assistance to County at \$834.61 per day, per authorized Individual. OHA is not obligated to pay County for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices. All allotments made by OHA are subject to the limitation described herein.

(b) Disbursement of Financial Assistance:

- i. Invoices shall be submitted electronically, to amhcontract.administrator@dhs.ohio.state.gov, with the subject line "Invoice, contract #(your contract number), contractor's name" on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual's last date of Services.
- ii. All payments made to County under this Agreement are subject to recovery by OHA as follows:
 - A. If an audit of the Services rendered by County under this Agreement, whether directly or through subcontract(s), results in a refund to or disallowance by the federal government of payment made to County under this Agreement, OHA may recover

- from County the amount of the refund or disallowance and any applicable OHA matching funds.
- B.** If County expends funds awarded to County under this Agreement for unauthorized expenditures, OHA may recover from County the full amount of unauthorized expenditures.
- iii.** In the event funds awarded to County under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to County:
- A.** Offset the amount subject to recovery against other funds due County from OHA under this Agreement or otherwise; or
- B.** Demand that County pay to OHA the amount subject to recovery, in which case County shall immediately pay said amount to OHA. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit G, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- iv.** Upon 30 calendar days advance written notice to County, OHA may withhold financial assistance otherwise due County under this Agreement if County fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to County, OHA may withhold financial assistance if County or its Provider(s) no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Services. Withholding of financial assistance may continue until County submits the required reports or performs the required Services. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- v.** OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County or its Provider(s) performs Services subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

27. **Service Name:** **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

a. **Service Description**

(1) Purpose:

Community Crisis Services for Adults and Children (MHS 25 Services) are immediately available behavioral health crisis assessment, triage, and intervention Services delivered to Individuals and their families experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

(2) Definitions:

- (a) **Care Coordination** means an assessment-driven, process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved Providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services. It addresses interrelated medical, social, developmental, behavioral, educational and financial needs to achieve optimal health and wellness outcomes and efficient delivery of health-related services and resources both within and across systems. Care Coordination contributes to a patient-centered, high-value, high-quality care system.
- (b) **Community-based** means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting.
- (c) **Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to out of home placement or to a significantly higher level of care, or prevent physical harm or death.
- (d) **Child** means an individual under the age of 18. An individual with Medicaid eligibility who needs services specific to children, adolescents, or young adults in transition shall be considered a child until age 21.
- (e) **Crisis Line Services** means phone-based Services that establish immediate communication links and provide supportive interventions and information for Individuals in an urgent or emergent situation.

- (f) **Mobile Crisis Response Time** means the time from the point when a professional decision is made that a face-to-face intervention is required, to the time the actual face-to-face intervention takes place in the community.
 - (g) **Mobile Crisis Services** means Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis or emergency in the most integrated setting possible, and to avoid unnecessary emergency room visits, hospitalization, inpatient psychiatric treatment, child welfare involvement, placement disruption, homelessness, involuntary commitment, and arrest or incarceration.
 - (h) **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional Services and supports.
 - (i) **Service Plan** means a comprehensive plan for Services and supports provided to or coordinated for an Individual and their family, per OAR 309-019-111 as applicable, that is reflective of the assessment and the intended outcomes of Service.
- (3) MHS 25 Services shall not be contingent on type of insurance. All children and adults, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible
- (4) MHS 25 Services shall include, but are not limited to, the following:
- (a) Provide Crisis Services to Individuals 24 hours a day, 7 days a week face-to-face or telephone/telehealth. Screening to determine the need for immediate Services for any Individual and/or their parent/caregiver requesting assistance or for whom assistance is requested. Services shall be for Individuals across their lifespan, and shall be trauma informed and culturally, linguistically and developmentally appropriate.
 - (b) A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate, as defined in OAR 309-019-0105(94) QMHP and (95) QMHA, regarding the need for further treatment;
 - (c) Provide brief Crisis intervention;
 - (d) In the case of a child, appropriate child and family psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;

- (e) In accordance with OAR 309-019-0151, in the case of a child and family, appropriate stabilization services including child psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified mental Health Professional, that are specific to the assessment and identified in the initial treatment plan. Stabilization services may be provided up to 56 total calendar days, or as long as necessary with the primary goals described in (1) (b)(vii) above.
- (f) In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;
- (g) Connections shall be made to any supports, services and community placements necessary to protect and stabilize the Individual adult, child and family as quickly as possible.
- (h) Arrangement for the provision of involuntary psychiatric Services at a hospital or non-hospital facility approved by OHA, when an Individual's behavior requires it;
- (i) Crisis Line Services shall be provided in accordance with OAR 309-019-0300 through 309-019-0320; and
- (j) Mobile Crisis Services:

The effectiveness of Mobile Crisis Services in de-escalating a Crisis and diverting emergency room, hospitalization, child welfare involvement or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These Services provide access to a multi-disciplinary support team and ready resources, such as access to urgent appointments, brief respite services, and the ability to provide follow-up stabilization services when indicated. Services shall be trauma informed and culturally, linguistically and developmentally appropriate and are designed to meet each Individual's need including Individuals with co-occurring intellectual and/or developmental disabilities and those with substance use disorders.

County shall provide Mobile Crisis Services according to OAR 309-019-0150
- (k) Provide disaster response, Crisis counseling Services to include:
 - i. Responding to local disaster events by:
 - A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other "first-responders"; disaster relief shelters; and the community-at-large.
 - B. Coordinating Crisis counseling Services with County Emergency Operations Manager (CEOM); and

providing Crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.

- ii. Assisting CMHP's in the provision of these Services as part of a mutual aid agreement; and
- iii. For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these Services.

b. Performance Requirements

- (1) County shall comply with OAR 309-019-0100 through 309-019-0324, as such rules may be revised from time to time.
- (2) County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of Mobile Crisis 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 quarterly report shall include, but is not limited to the following :

- (1) Individual's name;
- (2) Gender;
- (3) Date of birth;
- (4) Medicaid identification number (if applicable)
- (5) Race;
- (6) Ethnicity;
- (7) Location of Mobile Crisis Service
- (8) Disposition of the Mobile Crisis contact;
- (9) Mobile Crisis Response Time; and
 - (a) Response time begins from the point when a professional decision is made that a face-to-face intervention is required.
 - (b) Response time ends when the actual face-to-face intervention takes place in the community between the Individual and the mental health practitioner.

(10) Reason for exceeding maximum response time (if applicable).

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

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

Use Payment and Settlement language, Section 1.f.(2).

28. Service Name: NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: MHS 26

a. Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), as specified in Exhibit C, "Financial Assistance Award," and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

- (a) Care coordination and residential case management services;
- (b) Vocational and social services;
- (c) Rehabilitation;
- (d) Support to obtain and maintain housing (non-JPSRB only);
- (e) Abuse investigation and reporting;
- (f) Medication (non-JPSRB only) and medication monitoring;
- (g) Skills training;
- (h) Mentoring;
- (i) Peer support services;
- (j) Emotional support;
- (k) Occupational therapy;
- (l) Recreation;
- (m) Supported employment;
- (n) Supported education;
- (o) Secure transportation (non-JPSRB only);
- (p) Individual, family and group counseling and therapy;
- (q) Rent Subsidy (non-JPSRB only); and
- (r) Other services as needed for Individuals, at the sole discretion of OHA.

(2) Performance Requirements

- (a) Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or are considered Young Adults in Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:

- (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to youth and young adults;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;
 - (f) The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - (g) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
 - (h) Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case by case basis.
- (b) Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:
- (a) Additional staffing;
 - (b) Transportation;
 - (c) Interpreter services;
 - (d) Medical services and medications;
 - (e) Rental assistance, room and board, and personal incidental funds; or
 - (f) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.
- (3) **Reporting Requirements**
See Exhibit E, 10.

(4) **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports, 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>.

There shall be a report from each Young Adult Residential Treatment Program providing Services under this Agreement within the County (or one report that breaks out each separate entity) for data subject to that specific quarter. Each report shall include the following components:

- (a) Number admitted;
- (b) Demographic information for admits
- (c) Number discharged
- (d) Demographic information for discharges
- (e) Program Strengths
- (f) Program Challenges
- (g) Success Story

In addition, all programs for which financial assistance is awarded through this Agreement shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf>, to each Individual and include the results on the quarterly report. Counties providing both MHS 26 and MHS 27 Services need only provide one report for both Services.

(5) **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, Section 1.f.(2). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award."

29. Service Name: RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: MHS 27

a. Service Description

- (1) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27 Services) are mental health Services delivered to Individuals 17 through 24 years of age in a group residential setting to enable the Individual to acquire sufficient stability and connectivity to the community to enable them to live as independently as they choose. These are Individuals who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), and are transitioning from an institutional setting, or in need of a structured and supportive transitional living environment. This includes Individuals without insurance or those who are under-insured. Programs are expected to maximize this funding to enhance an Individuals' likelihood of living independently in the community through the provision of the Services listed in MHS 27.
- (2) Individuals eligible for these Services are those that the OHA's Young Adult Coordinator or designee determines are unable to live independently at the time of the referral, without supervised intervention, training, or support.
- (3) Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization, or who are a danger to themselves or others, or who otherwise require transitional care to remain in the community.
- (4) These Services have no timeline. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory.
- (5) It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact, or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice per week.
- (6) MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
 - (a) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - (b) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
 - (c) Money and household management;

- (d) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
- (e) Provision of care including the assumption of responsibility for the safety and well-being of the Individual;
- (f) Administration, supervision, and monitoring of prescribed and non-prescribed medication and client education on medication awareness;
- (g) Provision or arrangement of routine and emergency transportation;
- (h) Developing skills to self-manage emotions;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- (j) Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- (k) Skills training;
- (l) Mentoring, peer delivered services, and peer support services;
- (m) Positive use of leisure time and recreational activities;
- (n) Supported education;
- (o) Supported employment;
- (p) Occupational therapy; and
- (q) Recreation.

b. Performance Requirements

- (1) Services to Individuals through 24 years of age under the jurisdiction of the JPSPRB or are considered Youth & Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following principles and practices:
 - (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to Youth & Young Adults in Transition;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The individual service and support plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

- (f) The individual service and support plan will include a specific section addressing Services and supports unique to the developmental progress of Youth & Young Adults in Transition, including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention; and
 - (g) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (2) Services to individuals under the jurisdiction of the JPSRB shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.
 - (3) Providers of MHS 27 Services funded through this Agreement shall comply with OAR 309-035-0100 through 309-035-0225, as such rule may be revised from time to time.
 - (4) Providers of MHS 27 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600.
- (3) **Reporting Requirements**
See Exhibit E, 10.
 - (4) **Special Reporting Requirements**
 - (a) County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, the following written reports using forms and procedures prescribed on OHA's website located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - i. A quarterly report that includes the following elements per each Young Adult Residential Treatment Program per subject quarter:
 - A Number admitted;
 - B Demographic information for admits;
 - C Number discharged;
 - D Demographic information for discharges;
 - E Program strengths;
 - F Program challenges; and
 - G Success story.
 - ii. In addition, all programs shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf>, as an outcome measurement tool.

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

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

Use Payment and Settlement language, Section 1.f.(1). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.”

30. Service Name: RESIDENTIAL TREATMENT SERVICESService ID Code: MHS 28**a. Service Description****(1)** Residential Treatment Services (MHS 28) are:

- (a)** Services delivered on a 24-hour basis to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program. Individuals must be 18 years of age or older with mental or emotional disorders, who have been hospitalized or are at immediate risk of hospitalization, who need continuing Services to prevent hospitalization or who are a danger to themselves or others, or who otherwise requires continuing care to maintain stability and learn skills needed to be placed in a more integrated community setting; and
- (b)** Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a Plan of Care that is individualized to promote stabilization, skill building, and preparation to be living in a more integrated community.

(2) MHS 28 Services delivered in Residential Treatment Facilities (RTF), as defined in OAR 309-035-0105, Residential Treatment Homes (RTH), as defined in OAR 309-035-0105, or another licensed setting approved by OHA include, but are not limited to, the following:

- (a)** Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
- (b)** Timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
- (c)** Management of personal money and expenses;
- (d)** Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
- (e)** Provision of care including assumption of responsibility for the safety and well-being of the Individual;
- (f)** Administration and supervision of prescribed and non-prescribed medication(s);

- (g) Provision of or arrangement for routine and emergency transportation;
- (h) Management of aggressive or self-destructive behavior;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0200. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County and any Providers shall notify Individuals in writing of admission decisions [in](#) accordance with OAR 309-035-0163(11).

b. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital (OSH); second priority to referrals for Individuals on the OSH wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a RTH, a RTF or Secured Residential Treatment Facility (SRTF), in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Other required, approved Services for civil commitment (non-PSRB) Individuals who are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule Rate. Disbursement will be made by invoice in accordance with the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below. Approved Services may include one or more of the following:

- (1) Additional staffing;
- (2) Interpreter services;
- (3) Medical services and medications;
- (4) Rental assistance for Individuals not covered by Medicaid for reasons such as a PSRB Individual who is not Medicaid-eligible, or an Individual who is Medicaid-eligible but whose funding has not yet started; room and board; and personal and incidental funds; and
- (5) Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

If County has authorized or anticipates authorizing delivery of MHS 28 Services to an Individual and wishes to reserve MHS 28 Service capacity as defined in OAR

309-011-0115(3), up to a maximum of 30 calendar days for that Individual while the Individual is not actually receiving MHS 28 Services, County shall submit a written Reserved Service Capacity Payment (RSCP) request and a CAR to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP request and the CAR for a non-Medicaid-eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid-eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

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

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

Use Payment and Settlement language, Section 1.f.(1). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.” The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

31. Service Name: MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD

Service ID Code: MHS 30

a. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

(1) Monitoring Services include:

- (a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (b)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (d)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (e)** Administrative activities related to the Monitoring Services described above, including but not limited to:
 - i. Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - ii. Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - iii. Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
 - iv. Implementing board-approved modifications of Conditional Release Orders;

- v. Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;
- vi. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
- vii. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

(2) Security and Supervision Services includes:

- (a)** Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Services Matrix	Low Risk	Med Risk	High Risk
Low Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
High Care	Rate 3	Rate 4	Rate 5

- (b)** Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:

- i.** Additional staffing;
- ii.** Transportation;
- iii.** Interpreter services;
- iv.** Medical services and medications;
- v.** Rental assistance, room and board, and person and incidental funds;
- vi.** Payee
- vii.** Guardianship (initial and ongoing) costs;
- viii.** To obtain legal identification for Individuals receiving supported housing and intensive case management services as identified in Monitoring Services section above; and

- ix. Non-medically approved services including, but not limited to assessment, evaluation, outpatient treatment, and polygraph.

b. **Performance Requirements**

- (1) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- (1) Conditional Release Plan or Conditional Release Order;
- (2) Monthly progress notes;
- (3) Incident reports;
- (4) Evaluations and assessments;
- (5) Notifications of Revocation and Order of Revocation;
- (6) Treatment Plans
- (7) Notification of Change of Residence; or
- (8) Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

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

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

Use Payment and Settlement language, Section 1.f.(1).

32. Service Name: ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES

Service ID Code: MHS 31

a. Service Description

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been diagnosed with a severe mental illness with complex behaviors and require intensive community mental health services for successful integration into the community.

b. Performance Requirements

- (1) Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.
- (2) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (3) MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS's APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- (4) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.
- (5) County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual's medical or psychiatric condition, which jeopardizes the placement.

c. **Reporting Requirements**

See Exhibit E, 10. In addition:

County shall submit a Referral Outcome Form within 21 days of receiving a referral to, enhancedcare.team@dhsosha.state.or.us

County prepares and electronically submits to, enhancedcare.team@dhsosha.state.or.us,

- (1) Monthly Enhanced Care Services Census Report;
- (2) ECS Data Base Part I; and
- (3) ECS Data Base Part II.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, the following reports using forms and procedures as prescribed on OHA's website, located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>:

- (a) Monthly Enhanced Care Services Census Report;
- (b) ECS Data Base Part I; and
- (c) ECS Data Base Part II.

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, Section 1.f.(2). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's fillings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Agreement."

33. Service Name: ADULT FOSTER CARE SERVICEService ID Code: MHS 34**a. Service Description**

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual's skills to the extent that he or she may live more independently.

Integrated setting was recently explained in a publication by the Department of Justice², dated June 22, 2011, as follows:

“In the years since the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities.”

“By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.”

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA’s Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

² https://www.ada.gov/olmstead/q&a_olmstead.htm

MHS 34 Services include, but are not limited to, the following:

- (1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- (3) Management of personal money and expenses;
- (4) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (5) Provision of care including assuming the responsibility for the safety and well-being of the individual;
- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision of or arrangement for routine medical and emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (10) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

b. Performance Requirements

- (1) Providers of Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- (2) Prior to commencement of Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.
- (3) County shall assist OHA's function of licensing and certifying homes providing Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
 - (a) For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:

- i. Foster Home License or Certification Application;
 - ii. Foster Home Inspection Form;
 - iii. Criminal History Check;
 - iv. A letter of support in the form and substance attached as Attachment #1, and
 - v. Any other information necessary for licensing or certifying the residences.
- (b) For renewal of existing licenses and certifications: County shall assist OHA with the completion and submission to OHA of a letter of support in the form and substance attached as Attachment #1, and with inspection of the homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
- (c) County shall assist currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
- i. Maintaining and distributing copies of OHA’s “Basic Training Course and Self-Study Manual” and associated video tapes; and
 - ii. Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by County as required above.

c. **Reporting Requirements**

See Exhibit #, 10.

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

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

Use Payment and Settlement language, Section 1.f.(1). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award;”

ATTACHMENT #1

Health Systems Division
500 Summer Street NE E-86
Salem, OR 97301

Dear HSD Licensing and Certification Unit Manager,

Pursuant to OAR 309-040-0315 (3)(e), I am submitting this letter of support on behalf of [name of CMHP], an authorized designee of the Local Mental Health Authority in [County].

At this time, [name of CMHP] is in support of the operation of [name of AFH] AFH located at [full address of AFH] under the following conditions:

- The provider maintains substantial compliance with all regulations that govern the licensure and safe operation of AFHs.
- The provider ensures the delivery at all times adequate room and board, food, safety and sanitation oversight, compliance with building and maintenance requirements, supervision, and care to vulnerable adults with mental, emotional, or behavioral disorders who reside at the AFH by qualified and approved providers, resident managers, staff, and volunteers.
- The provider timely submits incident reports to the CMHP in accordance with applicable ORS' and OARs.
- The provider complies with any additional requirements or conditions set forth by the Health Systems Division, Oregon Health Authority.

[name of CMHP] will immediately notify HSD when it changes its level of support for the continued operation of or adjusted placement referral decisions associated with [name of AFH] AFH.

[name of CMHP] will immediately notify HSD in writing if CMHP staff become aware of or observe any violations to regulations that govern the health, safety, and welfare of residents who reside at the home.

[name of CMHP] will provide a detailed written summary to HSD (and to the Office of Training, Investigations, and Safety, *formerly OAAPI*) if CMHP staff become aware of or observe any medication errors, inadequate or unsafe physical conditions of the home, unauthorized persons living or sleeping in the home, failure by the AFH provider to timely submit incident reports, suspected abuse or neglect to residents, crimes committed on the property, or in any other situation that jeopardizes the health, safety, and welfare of vulnerable adults who live in and receive services in the home.

Name of the LMHA representative or designee who is signing this letter of support: [name]

Full title of the LMHA representative or designee who is signing this letter of support: [title]

Email of the LMHA representative or designee who is signing this letter of support: [email]

Signature of the CMHP Director or designee

Date of signature

34. **Service Name:** **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

a. **Service Description**

Older or Disabled Adult Mental Health Services (MHS 35 Services) are:

- (1) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health Services delivered to older or disabled adults with mental illness, as such Services are further described in the Specialized Service requirement MHS 35A; or
- (2) If Specialized Service requirement MHS 35B applies, residential Services delivered to older or disabled Individuals with serious and persistent mental illness, as such Services are further described in the Specialized Service requirement MHS 35B.

b. **Performance Requirements**

- (1) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35A" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.
- (2) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35B" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

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 financial and program narrative reports on the delivery of Older or Disabled Adult Mental Health Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement, that are subject to Specialized Service requirements 35A and 35B. 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>.

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

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

Use Payment and Confirmation language, Section 1.f.(2). In addition:

Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.

35. Service Name: PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)

Service ID Code: MHS 36

a. Service Description

- (1) Pre-admission Screening and Resident Review Services (MHS 36 Services) are evaluation services delivered to Individuals who are entering a nursing facility where a PASRR level I screen has indicated that they have a serious and persistent mental illness (SPMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, those uninsured, underinsured, or have exhausted Medicaid Services, Citizen/Alien-Waived Emergent Medical, Medicare, Private Insurance, or Private Pay.
 - (a) Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious persistent mental illness; or
 - (b) Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.
- (2) Pre-admission Screening and Resident Review Services must determine if:
 - (a) Individuals have a serious and persistent mental illness, as defined in OAR 309-032-0860(22); and
 - (b) If those determined to have a serious and persistent mental illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

b. Performance Requirements

- (1) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act of 1987 (OBRA 1987), as amended by OBRA 1990, including but not limited to 42 U.S.C. 1396r(e)(7) and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.
- (2) County shall require that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 Services review and evaluation.
- (3) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-019-0105(61)).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written forms HSD 0438 and HSD 0440, no later than 21 calendar days following each review 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>.

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

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

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County understands and agrees that funding under Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set forth in Exhibit C, "Financial Assistance Award."

36. Service Name: START-UPService ID Code: MHS 37**a. Service Description**

The funds awarded for MHS 37 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award,” and Exhibit K, “Start-Up Procedures.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve mental health 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 for MHS 37 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 the procedures as prescribed by that unit.

MHS 37 funds are typically disbursed prior to initiation of services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit K, that will be needed to provide the services planned and delivered at the specified site(s).

b. Performance Requirements

The funds awarded for MHS 37 must 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,” the County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.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 the 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 and Settlement language, Section 1.f.(1).

37. **Service Name:** **SUPPORTED EMPLOYMENT SERVICES**

Service ID Code: **MHS 38**

a. **Service Description**

(1) Provide Individual Placement and Support (IPS) Supported Employment Services (MHS 38 Services) consistent with the Dartmouth IPS Supported Employment Fidelity Model. The IPS Fidelity Manual, published by Dartmouth Psychiatric Research Center, incorporated by reference herein, can be found in the IPS Employment Center's Document Library, at: <https://ipsworks.org/index.php/library/>, or at the following link:

https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

(2) **Definitions:**

- (a) **Competitive Integrated Employment** means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (b) **Division Approved Reviewer** means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contracted entity responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment Programs statewide.
- (c) **Supported Employment Services** are individualized Services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported Employment Services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests, and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

b. **Performance Requirements**

County shall provide MHS 38 Services in a manner that is consistent with fidelity standards established in OAR 309-019-00270 through 309-019-0295 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified

Providers to deliver MHS 38 Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38 Services. MHS 38 Services must be provided by Providers meeting Supported Employment fidelity scale standards.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of MHS 38 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>

- (1) A Provider delivering MHS 38 Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual known to be enrolled in the Oregon Health Plan at the time Services are delivered.
- (2) Quarterly reports shall include, but are not limited to:
 - (a) Individuals with Serious and Persistent Mental Illness (SPMI) who receive MHS 38 Services and are employed in Competitive Integrated Employment, as defined above; and
 - (b) Individuals with SPMI who no longer receive MHS 38 Services and are employed in competitive integrated employment without currently receiving supportive services from a supported employment specialist; and
 - (c) Individuals with SPMI who received MHS 38 Services as part of an Assertive Community Treatment (ACT) Program.

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

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

Use Payment and Settlement language, Section 1.f.(2).

38. Service Name: PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

Service ID Code: MHS 39

a. Service Description

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(10), who experience homelessness or are at imminent risk of becoming homeless. Individuals may also have a co-occurring Substance Use Disorder (SUD).

PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help homeless Individuals with SMI secure safe and stable housing, improve their health, and live a self-directed, purposeful life.

Eligible Services, not otherwise covered by another resource, are as follows:

- (1) Outreach services including prioritization of those with serious mental illness who are veterans and experiencing homelessness or in danger of becoming homeless;
- (2) Screening and diagnostic treatment services;
- (3) Habilitation and rehabilitation services;
- (4) Community mental health services including recovery support services (e.g. peer specialist/recovery coaches);
- (5) Alcohol and drug treatment services;
- (6) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;
- (7) Case management services, including:
 - (a) Preparing a plan for the provision of community mental health and other supportive services to the eligible homeless Individuals and reviewing such plan not less than once every three months;
 - (b) Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals who experience homelessness, including services relating to daily living activities, peer support, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational training, and housing;
 - (c) Providing assistance to eligible Individuals who experience homelessness in obtaining income support services, including housing assistance, food stamps, and supplemental securing income benefits;

- (d) Referring eligible Individuals who experience homelessness for such other services as may be appropriate; and
 - (e) Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individuals who experience homelessness are receiving aid under title XVI of such Act and if the applicant is designated by the Secretary of the Social Security Administration to provide such services.
- (8) Supportive and supervisory services in residential settings including shelters, group homes, supported apartments and other residential settings specifically serving those living with serious mental illness or co-occurring disorders;
- (9) Referrals for primary health services, job training, educational services, and relevant housing services; and including use of peer providers to help to assure that these services are successfully accessed by homeless individuals with serious mental illness(es) and co-occurring disorders; and
- (10) Housing services as specified in Section 522(b)(10) of the PHS Act as amended (U.S.C. § 290cc-22(b)), including:
- (a) Minor renovation, expansion, and repair of housing;
 - (b) Planning of housing;
 - (c) Technical assistance in applying for housing assistance;
 - (d) Improving the coordination of housing services;
 - (e) Security deposits;
 - (f) Costs associated with matching eligible homeless Individuals with appropriate housing situations; and
 - (g) One-time rental payments to prevent eviction.
- No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services

In order to proactively and comprehensively address the spectrum of Service needs for Individuals who experience chronic homelessness, OHA strongly encourages recipients of MHS 39 funds to use PATH funds to prioritize provision of street outreach, coupled with case management, to the most vulnerable adults who are literally and chronically homeless.

b. Performance Requirements

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services funded through this Agreement shall:

- (1) Use third party and other revenue realized from provision of Services to the greatest extent possible;
- (2) Implement policies and procedures to prioritize use of other available funding sources for PATH Services;
- (3) Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:
 - (a) Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;
 - (b) Medicaid or Medicare;
 - (c) Veterans Administration Benefits; and
 - (d) Supplemental Nutrition Assistance Program (SNAP).
- (4) Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an Intended Use Plan for PATH funds consistent with the requirement set forth in Funding Opportunity Announcement; and
- (5) Provide, at a minimum, the following:
 - (a) Meet or exceed the current Government Performance and Results Act (GPRA) Measures posted to the PATH Data Exchange website <https://pathpdx.samhsa.gov/> for the following measures:
 - i. Percentage of enrolled homeless persons in the PATH program who receive community mental health services
 - ii. Number of homeless persons contacted
 - iii. Percentage of contacted homeless persons with serious mental illness who become enrolled in services
 - iv. Number of PATH providers trained on SSI/SSDI Outreach, Access, and Recovery (SOAR) to ensure eligible homeless clients are receiving benefits.
 - (b) Active participation in the local Continuum of Care;
 - (c) Attendance at semi-annual PATH Provider meetings;
 - (d) Attendance at PATH Technical Assistance trainings as requested by OHA;
 - (e) Development of an annual PATH Intended Use Plan including a line item budget and budget narrative using forms and templates provided by OHA;
 - (f) Participation in annual PATH program site reviews conducted by OHA; and
 - (g) Participation in federal site reviews as needed or requested by OHA.
- (6) All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).

- (7) Service Providers who are recipients of MHS 39 funds must match, directly or through donations from public or private entities, MHS 39 funds in an amount that is not less than \$1 of non-federal funds for each \$3 of federal PATH funds allocated through MHS 39.
- (a) Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.
- (b) Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly and annual progress and financial reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which financial assistance is awarded through this Agreement. Quarterly and Annual Progress Reports must be completed and submitted at the PATH Data Exchange website. Financial 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>.

Quarterly written reports documenting PATH eligible financial expenditures shall be electronically submitted to amhcontract.administrator@dhsosha.state.or.us.

Quarterly and Annual Progress Reports documenting actual utilization and demographic data submitted through the PATH Data Exchange at <https://pathpdx.samhsa.gov/>.

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, Section 1.f.(2).

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 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: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**
- Service ID Code: **MHS 26**
- Specialized Service: **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**
- Exhibit B-2 Code: **26A**

a. **Service Description** (exceeding Section 1, MHS 26)

Early Assessment and Support Alliance (EASA) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately 2 years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

(1) **Definitions:**

- (a) **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- (b) **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- (c) **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- (d) **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.
- (e) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about

schizophrenia-related conditions. This reduces the duration of untreated psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(2) **Performance Requirements** (exceeding Section 2, MHS 26)

County shall provide Services to eligible Individuals as listed below, subject to the availability of funds:

- (a) **Eligible Population**: EASA Services are to be provided to Individuals ages 12 through 27 years of age whom:
- i. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than 12 months; and
 - ii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- (b) Access to EASA across all referral sources: emergency departments, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contact shall be made by EASA staff with the Individual (and family) within 24-48 hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- (c) Services intended to be a transitional coordinated specialty care service, designed to last an average of 2 years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- (d) Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- (e) Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- (f) Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- (g) The EASA team works with people in five phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.
- i. Phase 1 (up to 6 months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths, resources, needs, and goals, start of multi-family groups, stabilization of current situation.
 - ii. Phase 2 (approximately 6 months): Adaptation: More extensive education to the individual and family/primary support system, address adaptation

- issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.
- iii.** Phase 3 (approximately 6 months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
 - iv.** Phase 4 (approximately 6 months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, establish ongoing treatment relationship and recovery plan.
 - v.** Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.
- (h)** Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:
- i.** Rapid access to psychiatric and counseling services;
 - ii.** Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
 - iii.** Coaching on rights regarding access to employment, school, housing, and additional resources;
 - iv.** Single family psycho-education and multi-family groups;
 - v.** Support for vocational education and independent living goals consistent with IPS framework;
 - vi.** Access to licensed medical psychiatric care, health related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
 - vii.** Provision of substance use disorder treatment within the team
 - viii.** Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;
 - ix.** Community-education.
- (i)** Setting(s) for Service Delivery: Determined by the needs and goals of the Individual and their circumstances.
- (j)** Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.

- (k) EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at <http://www.easacommunity.org>. If County lacks qualified providers to deliver EASA services and supports, a plan to adjust the model will be developed with the EASA Center for Excellence staff and OHA.
- (l) **(Additional Licensing or Certification Requirements:**
 The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf>. If County lacks qualified Providers to deliver EASA Services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for Individuals to access EASA Services.
 EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org>.
- (m) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (3) **Special Reporting Requirements** (exceeding Section 4, MHS 26)
 Forms are located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 Counties providing EASA Services shall submit data quarterly, directly into the Oregon Health & Science University (OHSU) EASA RedCap Data System. Instructions for data entry into RedCap are located at <https://www.easacommunity.org/resources-for-professionals.php> and individual provider entry is located at <https://octri.ohsu.edu/redcap/>. Quarterly data shall be submitted no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
 Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.
- (4) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Section 5, MHS 26)
 None.

2. Service Name: **RESIDENTIAL TREATMENT SERVICES**
 Service ID Code: **MHS 28**

Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

a. Service Description and Performance Requirements (exceeding Exhibit B-1, MHS 28)

- (1) Funds awarded for MHS 28 Services that are identified in Exhibit C, “Financial Assistance Award,” as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(60)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:
 - (a) A Class 1 facility (as described in OAR 309-033-0520 (3)) is approved to:
 - i. Be locked to prevent a person from leaving the facility;
 - ii. Use seclusion and restraint; and
 - iii. Involuntarily administer psychiatric medication.
 - (b) A Class 2 facility (as described in OAR 309-033-0520 (4)) is approved to be locked to prevent a person from leaving the facility.
- (2) Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:
 - (1) Comply with OAR 309-035-0100 through OAR 309-035-0225V, as such rules may be revised from time to time;
 - (2) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and
 - (3) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of Individuals, as identified in their service plans, on a 24-hour basis.

b. Reporting Requirements (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

c. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures (exceeding Exhibit B-1, MHS 28)

None.

3. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
 Service ID Code: **MHS 35**
- Specialized Service: **GERO-SPECIALIST**
 Exhibit B-2 Code: **35A**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

- (1) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- (2) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;
- (3) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;
- (4) Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;

- (5) Regular collaboration with APD, DHS’s Aging and Disabilities Resource Connection, CMHPs, CCO’s and CCO ICC Teams, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
- (6) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
- (7) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and
- (8) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

4. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
 Service ID Code: **MHS 35**
- Specialized Service: **APD RESIDENTIAL**
- Exhibit B-2 Code: **35B**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35 Services) Specialized Service requirements (MHS 35B Services) are residential services delivered directly or indirectly to Individuals with serious and persistent mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement. In addition, an annual referral for APD eligibility is required, or earlier if there is a significant change in the Individual's physical status.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with serious and persistent mental illness, who are determined not eligible for services under the Older Americans Act of 1965 as amended, yet would benefit from residential services from APD and meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT C
FINANCIAL ASSISTANCE AWARD**

MOD#: _____

CONTRACT#: _____ CONTRACTOR: _____

INPUT CHECKED BY: _____ DATE CHECKED: _____

COLUMN HEADERS:

<u>SE#</u>	<u>FUND</u>	<u>PROJ CODE</u>	<u>CPMS</u>	<u>PROVIDER</u>	<u>EFFECTIVE DATES</u>
<u>SLOT CHANGE / TYPE</u>	<u>RATE</u>	<u>OPERATING DOLLARS</u>	<u>STARTUP DOLLARS</u>	<u>PART ABC</u>	<u>PART IV</u>
<u>PAAF CD</u>	<u>BASE</u>	<u>CLIENT CODE</u>	<u>SP#</u>		

MODIFICATION INPUT REVIEW REPORT

MOD#: A0030

CONTRACT#: 173132

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
CALENDAR YEAR: 2022													
		BASEAD	CROOK CO.										
63	STD	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$14,560.00	\$0.00	A	1	Y		
TOTAL FOR SE# 63							<u>\$14,560.00</u>	<u>\$0.00</u>					
		BASEAD	CROOK CO.										
66	520	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$30,661.72	\$0.00	A	1	Y		1
		BASEAD	CROOK CO.										
66	STD	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$35,896.52	\$0.00	A	1	Y		1
TOTAL FOR SE# 66							<u>\$66,558.24</u>	<u>\$0.00</u>					
		GAMBL	CROOK CO.										
80	888	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$20,500.00	\$0.00	A	1	Y		
TOTAL FOR SE# 80							<u>\$20,500.00</u>	<u>\$0.00</u>					
		GAMBL	CROOK CO.										
81	888	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$16,000.00	\$0.00	A	1	Y		
TOTAL FOR SE# 81							<u>\$16,000.00</u>	<u>\$0.00</u>					
TOTAL FOR 2022							<u>\$117,618.24</u>	<u>\$0.00</u>					
TOTAL FOR A0030 173132							<u>\$117,618.24</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 11/15/2021

Contract#: 173132
REF#: 000

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2021-2023 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2022 calendar year, at the level proposed for the 2021 calendar year or higher (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.

A0030 1 These funds must result in the delivery of A&D 66 Services to a minimum of 55 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 55 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173132

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
CALENDAR YEAR: 2022													
		BASE	AID & ASSIST PROJECT										
4	804	AAP		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$7,048.00	\$0.00	A	1	Y		
				TOTAL FOR SE# 4			\$7,048.00	\$0.00					
		BASE	NI JAIL DIVERSION										
9	406	NIJAIL		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$213,333.34	\$0.00	A	1	Y		
				TOTAL FOR SE# 9			\$213,333.34	\$0.00					
		BASE	INVOICE SERVICES										
17	804	INVOIC		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$10,950.00	\$0.00	C	1	Y		1
				TOTAL FOR SE# 17			\$10,950.00	\$0.00					
		CMHS	MH BLOCK GRANT										
20	301	BLOCK		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$19,994.40	\$0.00	A	1	Y		
		BASE	NON-RESIDENTIAL MENT										
20	401	MHNRMH		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$251,965.82	\$0.00	A	1	Y		
		BASE	NON-RESIDENTIAL MENT										
20	804	MHNRMH		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$221,657.98	\$0.00	A	1	Y		
				TOTAL FOR SE# 20			\$493,618.20	\$0.00					
		BASE	COMMUNITY CRISIS SER										
25	406	CRISIS		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$31,518.00	\$0.00	A	1	Y		
		BASE	COMMUNITY CRISIS SER										
25	804	CRISIS		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$50,000.00	\$0.00	A	1	Y		
		BASE	NI CRISIS SERVICES-M										
25	806	NICRSE		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$183,531.58	\$0.00	A	1	Y		
				TOTAL FOR SE# 25			\$265,049.58	\$0.00					
				TOTAL FOR 2022			\$989,999.12	\$0.00					
				TOTAL FOR M0514 173132			\$989,999.12	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 11/16/2021

Contract#: 173132
REF#: 001

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2021-2023 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2022 calendar year, at the level proposed for the 2021 calendar year or higher (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.

M0514 1A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26 ,27, 28, 30, 34 and 36 from 01/01/2022 to 12/31/2022 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. Heading.** The heading of the Financial Assistance Award consists of the following information:
- (1) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.
 - (2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
 - (3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
 - (4) **Input Checked** is for OHA's internal use only.
 - (5) **Date Checked** is for OHA's internal use only.
- b. Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit F, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
- (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
 - (2) **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD's financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:
 - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
 - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds
 - (c) 401 Mental Health Marijuana Tax – Other Funds
 - (d) 402 Cares Act Coronavirus Relief Fund– Federal Funds
 - (e) 406 Tobacco Tax New Investments – Other Funds
 - (f) 411 Tobacco Master Settlement Account – Other Funds

- (g) 420 Beer and Wine Tax (20%) – Other Funds
- (h) 421 Beer and Wine Tax (40%) Treatment – Other Funds
- (i) 424 Intoxicated Driver Program Fund Outpatient – Other Funds
- (j) 426 Criminal Fines Assessment Prevention – Other Funds
- (k) 427 Marijuana Tax (20%) – Other Funds
- (l) 428 Ballot Measure 110 – State Funds
- (m) 450 Marijuana Tax (40%) – Other Funds
- (n) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
- (o) 560 State Opioid Response – Federal Funds
- (p) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (q) 804 Mental Health – General Funds
- (r) 806 Mental Health New Investments – General Funds
- (s) 807 Alcohol and Drug Treatment – General Funds
- (t) 810 Behavioral Health Planning Grants – General Funds
- (u) 811 Aid & Assist - General Funds
- (v) 887 Veterans Behavioral Health Lottery Dollars – Lottery Funds
- (w) 888 Gambling Treatment – Lottery Funds
- (x) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (y) DDX Standard Fund Splits – Uses multiple fund types by percentage
- (z) SBD Standard Fund Splits – Uses multiple fund types by percentage
- (aa) SBT Standard Fund Splits – Uses multiple fund types by percentage
- (bb) SDX Standard Fund Splits – Uses multiple fund types by percentage
- (cc) STD Standard Fund Splits – Uses multiple fund types by percentage

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

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment. Changes to the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” Section 18., “Notice.” County shall have 30 calendar days to request OHA replace the

Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.

- (3) **Column 3, Proj Code:** This item is for OHA's internal use only.
- (4) **Column 4, CPMS:** This item is for OHA's internal use only.
- (5) **Column 5, Provider:** This is either the Provider's name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.
- (6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method "A" (as described in Section (11), "Column 11, Part ABC," below), these dates also specify the time period during which the approved Service funds will be disbursed to County.
- (7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period specified on that line of the Financial Assistance Award. This column will be blank, followed by "NA" if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three-character designations and have the following meanings:
 - (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.
 - (b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds as set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.
- (10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses incurred in initiating, expanding, or upgrading the specified Service, or for other

special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit K of this Agreement and with startup procedures within the applicable Service Elements.

- (11) **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:
- (a) The letter 'A' indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, "Effective Dates."
 - (b) The letter 'B' indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.
 - (c) The letter 'C' indicates OHA will disburse the awarded funds in the manner specified in Column 16, "SP#."
- If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.
- (12) **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.
- (13) **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.
- (14) **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:
- (a) The letter "Y" in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA's funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.

- (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.
- (c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.

- (15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.
- (16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, the financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same Child and Adolescent Needs and Strengths (CANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a

financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT D
PAYMENT, SETTLEMENT, AND CONFIRMATION REQUIREMENTS**

1. OHA provides funding for Services through Part A, B, or C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” on lines in which column “Part ABC,” contains an “A” for Part A award, a “B” for Part B award, and a “C” for Part C award:
 - a. Funds awarded to County or Service Providers are subject to the following:
 - (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation and Disbursement” section, financial assistance requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate funding” means the total of all funding authorized in Exhibit C, “Financial Assistance Award.” The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding received by the County or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this financial assistance agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR funding is used to provide additional Service – increase capacity – under the same Service Element for which payment from OHA and TPR was provided.

County must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:

 - (a) OHA Contract name and number;
 - (b) Client name and date of birth;
 - (c) Service for which payment was received;
 - (d) Date of service covered by payment;
 - (e) Date of TPR payment received by County or Service Provider; and
 - (e) Amount of payment.
 - (2) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
 - (3) At no time will OHA pay above the Medicaid rate. Additionally, OHA will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <https://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
 - (4) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Contract or as required in an applicable Specialized

Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for Services, or termination of County's obligation to include the Program Area in which Services fall.

b. Part A awards:

OHA provides financial assistance for Services through Part A awards for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services, for Service Elements MHS 01, 08, 09, 10, 12, 13, 15, 16, 20, 24, 25, 26, 27, 28, 31, 34, 36, and A&D 61, 63, 65, 66, and 67.

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (2) 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 allotments for Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
 - (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections or applicable special conditions.

c. Part B awards:

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but may be included for budgetary purposes.

- (1) Part B awards are calculated and applied as follows:
 - (a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as

outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at:

<https://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>.

- (b) OHA calculates the rates and then processes claims through OHA's MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <https://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and
- (c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

d. Part C awards:

- (1) Part C awards are calculated and applied as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to amhcontract.administrator@dhs.oha.state.or.us with the subject line "Invoice, contract # (your contract number), contractor name." Financial assistance provided by OHA shall be subject to the limitations described in this Agreement.

- (a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.
- (b) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

e. Start-Up awards:

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for A&D 60 and MHS 37 Services from funds identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit K, "Start-Up Procedures." The total OHA financial assistance for all A&D 60 and MHS 37 activities described herein under a particular line of the Financial

Assistance Award shall not exceed the total funds awarded for A&D 60 and MHS 37 as specified in that line of the Financial Assistance Award.

(2) **Disbursement of Financial Assistance:**

- (a) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Start-Up funds awarded for A&D 60 and MHS 37 in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Report," as described in and in accordance with Exhibit L, "Start-Up Procedures."
- (b) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

f. **Settlement and Confirmation of Performance Requirements:**

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description.

(1) **Agreement Settlement:**

- (a) Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of the Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

(b) **Agreement Settlement for Start-Up Services:**

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Start-Up and amounts due for Services based on actual allowable expenditures incurred in accordance with the Service Description and Exhibit L, "Start-Up Procedures."

County shall submit all Start-Up Request and Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement, whichever is earlier, shall not be accepted nor any funds owed by OHA.

(2) **Confirmation of Performance and Reporting Requirements:**

County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting

Requirements” sections, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services falls and subject to the terms and limitations in this Agreement.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
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**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

1. **County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2019-2020 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2018-2019. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2022 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for calendar year 2021. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
2. **Limitations on use of Financial Assistance Awarded for Addiction Treatment, Recovery, & Prevention Services.** Financial assistance awarded under this Agreement for Addiction Treatment, Recovery, & Prevention Services (as reflected in the Financial Assistance Award), may not be used to:
 - a. Provide inpatient hospital services;
 - b. Make cash payments to intended recipients of health services;
 - c. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
3. County shall maintain separate fund balances for the Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling Services.
4. **County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0120 through 407-045-0955, as such statutes and rules may be revised from time to time.
5. **Trauma Informed Services** also referred to as **Trauma Informed Care (TIC)**. CMHP shall comply with OAR 309-019-0105(118) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care

(TIC) Policy located at <https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf>. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification, and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.
7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.
8. **Performance Standards and Quality Measures.** County shall comply with the following:
 - a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
 - b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (4) **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving Addiction Treatment, Recovery, & Prevention Services with funds provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

- (5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to Addiction Treatment, Recovery, & Prevention Services only.
- (8) **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
 - (a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (b) **Supported Housing:** This measure is to count integrated housing for Individuals with Serious and Persistent Mental Illness (SPMI). The measure will be calculated based on the Individuals receiving rental assistance through the Rental Assistance Program and through the identification of Supported Housing in the community.
 - (c) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (d) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of Individuals with a goal of improved attendance. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

- (e) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (f) **Oregon State Hospital (OSH) Ready to Transition List (RTT):** All Contractors need to work together to make sure when an Individual is deemed Ready to Transition, they are discharged timely and with the appropriate Services and supports. This measure will be calculated by identifying the length of time from RTT to discharge for Individuals at OSH under civil commitment. This measure applies only to Community Mental Health services.

9. Upon OHA's identification of any deficiencies in the County's performance under this Agreement, including without limitation failure to submit reports as required, failure to expend available funding, or failure to meet performance requirements, County shall prepare and submit to OHA within 30 calendar days a Corrective Action Plan (CAP) to be reviewed and approved by OHA. The CAP shall include, but is not limited to, the following information:
- a. Reason or reasons for the CAP;
 - b. The date the CAP will become effective, with timelines for implementation;
 - c. Planned action already taken to correct the deficiencies, as well as proposed resolutions to address remaining deficits identified, with oversight and monitoring by OHA; and
 - d. Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

10. **Reporting Requirement for MOTS**

All Individuals receiving Services under Service Element(s) A&D 03, 61, 62, 63, 64, 65, 66, 67, and/or MHS 01, 04, 05, 08, 09, 13, 15, 20, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at: <https://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs shall all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor or a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and /or substance abuse services).
- e. Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsosha.state.or.us.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT F
GENERAL TERMS AND CONDITIONS**

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
- (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
- (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.
- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1)** No County default, as described in Section 6 of Exhibit G, "Standard Terms and Conditions," has occurred.
- (2)** County's representations and warranties, as set forth in Section 4 of Exhibit G, "Standard Terms and Conditions," are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. Recovery of Financial Assistance.**
- (1) Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) **Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and

identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a) If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) **County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:
- i. Make a payment to OHA in the full amount of the Misexpenditure as identified by OHA in the notice; or
 - ii. Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
 - iii. Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA’s notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, “Definitions,” County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County’s request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration.
 - ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A, “Definitions,” and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal

funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also pay to OHA the interest, if any, charged by the federal government on such amount.

- B.** If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

- C.** If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.
- D.** Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by OHA rule or an OHA writing that applied when the expenditure was made but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - II.** For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.

OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.
 - III.** The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
 - VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
 - VII. OHA rule does not authorize an expenditure that this Agreement prohibits.
- (d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County,

shall OHA deduct from any one payment due County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties' rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County's recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a. County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 62, A&D 65, A&D 80, A&D 81, A&D 82, A&D 83 and A&D 84, which are not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Award Adjustments section, County shall promptly notify in writing of such use.
- b. Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.
- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a “Provider”) through a contract (a “Provider Contract”). Subject to the Provider Monitoring section below, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and those subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations, and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit I, “Required Provider Contract Provisions,” in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.
- 6. Provider Monitoring.** County shall monitor each Provider’s delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
- 7. Alternative Formats and Translation of Written Materials, Interpreter Services.**
In connection with the delivery of Program Element services, County shall make available to Client, without charge, upon the Client’s reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If County does not have access to such alternate formats, then County can request them from OHA.
 - b. All written materials related to the services provided to the Client in the Client’s language. If County does not have access to such languages, then County can request written materials in the Client’s language from OHA.
 - c. Oral interpretation services related to the services provided to the Client in the Client’s language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. County shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client’s who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, “written materials” means materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or County, in the prevalent non-English language(s) within the County service area.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
 - a. Client, Service, and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
9. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA’s obligation to provide financial assistance for that Service in accordance with Exhibit G, Termination section; or (c) termination by the County, in accordance with Exhibit G, Termination section, of County’s obligation to include in its CMHP a Program Area that includes that Service.
10. **OHA Reports.**
 - a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County’s Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
11. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
12. **Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<https://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

- 13. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
- 14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.
- 15. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 16. Purchase and Disposition of Equipment.**
- a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network;
 - (2) Personal Computer;
 - (3) Printer/Plotter;
 - (4) Server;

- (5) Storage device that will contain client information;
 - (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
 - (7) Software, when the acquisition cost is \$100 or more.
- b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:
- (1) Description of the Equipment;
 - (2) Serial number;
 - (3) Where Equipment was purchased;
 - (4) Acquisition cost and date; and
 - (5) Location, use, and condition of the Equipment.

County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@dhsola.state.or.us no later than 45 calendar days following the end of this Agreement. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.

- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a Special Condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Disbursement and Recovery of Financial Assistance above.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT G
STANDARD TERMS AND CONDITIONS**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145, (e) 45 CFR 164 Subpart C, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by County of this Agreement.
 - (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade, or profession;
 - (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
 - (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
 - (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards, and requirements set forth in the Financial Assistance Award, applicable Service Description, and applicable Specialized Service Requirement.
- b. OHA represents and warrants as follows:
- (1) **Organization and Authority.** OHA has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
 - (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid, and binding obligation of OHA, enforceable in

accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free, and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

- c. County: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets; or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards, and requirements set forth in the Financial Assistance Award and applicable Service Description.

- 7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. OHA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if County does not obtain funding, appropriations, and other expenditure authorizations from County's governing body, federal, state, or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations, and other expenditure authorizations from federal, state, or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - (4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed, or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.
- c. OHA and County agree that this Agreement extends to March 31, 2023, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, "Financial Assistance

Award”) for Services performed, or not performed, by County during the 2022 calendar year and prior to January 1, 2023. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after December 31, 2022.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA’s obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA’s obligation to provide financial assistance for that Service.

- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
 - (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Community Mental Health Services (MHS 01) and System Management and Coordination - Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.
 - (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.
- c. Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:
- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
 - (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.
- d. Survival.** Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and

15 of Exhibit F. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable, good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. Insurance. County shall require Providers to maintain insurance as set forth in Exhibit J, "Provider Insurance Requirements," which is attached hereto.

11. Records Maintenance; Access and Confidentiality.

- a. Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
- b. Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.
- c. Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
- d. Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:
 - (1) Client identification;**

- (2) Problem assessment;
- (3) Treatment, training, or care plan;
- (4) Medical information when appropriate; and
- (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants County, its Provider(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its Provider(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
13. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
14. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
15. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are

individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
 635 Capitol Street NE, Suite 350
 Salem, OR 97301
 Telephone: 503-945-5818 Facsimile: 503-378-4324
 E-mail address: Larry.O.Briggs@dhsoha.state.or.us

COUNTY: Contact Name: _____
 Title: _____
 Street Address: _____
 City, State Zip: _____
 Telephone: _____ Facsimile: _____
 E-mail address: _____

- 19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. **Counterparts.** This Agreement and any subsequent amendments may be executed in several 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 Agreement and any amendments so executed shall constitute an original.
- 21. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by

that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

22. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful, and effective meaning to the Agreement to the extent possible, consistent with the public interest.
23. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the State is jointly liable with the County (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. **Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's

Provider or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

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**EXHIBIT H
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit G, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency** . County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying**. By signing this Agreement, the County certifies, to the best of the County’s knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending, or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent, or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent, or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to hallucinations, paranoia, or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 10. Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a.** Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a) (27); 42 CFR Part 431.107(b)(1) & (2).
 - b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste, and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent, or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery, & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

- (1) Pregnant women who inject drugs;
- (2) Pregnant substance abusers;
- (3) Other Individuals who inject drugs; and
- (4) All others.

b. Women's or Parent's Services. If County provides A&D 61 and A&D 62 Services, County must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g., sexual and physical abuse counseling, parenting training, and childcare;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

c. Pregnant Women. If County provides any Addiction Treatment, Recovery, & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, County must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

- (2) If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
 - (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to County is made;
 - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or
 - (c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted

- diseases, based on protocols established by OHA, for every Individual seeking Services from County; and
- (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For purposes of (2) above, “tuberculosis services” means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment services.
- f. OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention, and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
- (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit F, “General Terms and Conditions,” Section 7., “Alternative Formats and Translation of Written Materials, Interpreter Services”).
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- i. Oregon Residency.** Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. Tobacco Use.** If County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking

and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- k. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery, & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery, & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding requirements. TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical Services may be provided with TANF Block Grant funds.

- 17. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.
- 18. **Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
- 19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 20. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

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RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT I
REQUIRED PROVIDER CONTRACT PROVISIONS**

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
 - (1) Provide inpatient hospital services;
 - (2) Make cash payments to intended recipients of health services;
 - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
 - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this

requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access, and Confidentiality.

- a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies, and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract 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/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhs.oha.state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If Provider does not have access to such alternate formats, then Provider can request written materials in the Client's preferred format from OHA.
- b. All written materials related to the services provided to the Client in the Client's language. If Provider does not have access to such languages, then Provider can request written materials in the Client's language from OHA.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Provider shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client's who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, "written materials" means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
 - a. Client, service, and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 14. "Disclosure."
5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were

County thereunder, with the federal requirements set forth in Exhibit H “Required Federal Terms and Conditions,” to the certain 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J “Provider Insurance Requirements,” of the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

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**EXHIBIT J
PROVIDER INSURANCE REQUIREMENTS**

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"); and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:** **Required by OHA** **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following Services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHA 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39, MHS	\$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31	\$2,000,000

3. Commercial General Liability: **Required by OHA** **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39	\$1,000,000

4. **Automobile Liability:** **Required by OHA** **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39,	\$1,000,000
MHS 27, MHS 28, MHS 28A	\$2,000,000

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees, and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **Notice of Cancellation or Change.** The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
7. **“Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the Provider shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider’s completion and County ’s acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
8. **Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

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**EXHIBIT K
START-UP PROCEDURES**

**Addiction Treatment, Recovery, & Prevention, and Problem Gambling (Service Element A&D 60)
Community Mental Health (Service Element MHS 37)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

1. Basis and Method of Payment

- a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e., the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. **Special Written Approval Authorizations**

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

a. **WHEN LEASING:**

- (1) Acquisition of real property, vehicles, or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. **OTHER:**

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. **Release of Payments**

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. **Start-Up Expenditure Documentation Maintained by County**

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. **Expenditure Reports to OHA**

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. **Recovery of Start-Up Funds**

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. **Dedicated Use Requirement**

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. **Removal of Liens**

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

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

ALLOWABLE START-UP EXPENDITURES

Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling

1. **Policies:** Start-Up funds:

- a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
- b. Must be expended only for items and services listed below.
- c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.
- d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

2. **Allowable Costs**

- a. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - (1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;
 - (2) OPE costs; and
 - (3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
- b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.
 - (1) Lease/mortgage payments and deposits;
 - (2) Property taxes and maintenance fees not included in lease or mortgage payments;
 - (3) Utility costs, including hook-up fees;
 - (4) Equipment rental costs; and
 - (5) Initial insurance premiums (general liability and professional liability insurance).
- c. **Program Staff Training:** Up to 2 weeks for program staff, or as otherwise approved by OHA:
 - (1) Training materials;
 - (2) Training fees;
 - (3) Trainer fees; and
 - (4) Travel costs (excluding out of state).
- d. **Services and Supplies:**
 - (1) Program and office supplies; and
 - (2) Initial supplies of food, maintenance, and housekeeping items.

e. **Capital Outlay:**

- (1) Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;
- (2) Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- (3) Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- (4) Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- (5) Renovation of real property costing less than \$10,000.

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**EXHIBIT L
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

Crook County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment		N/A	
A&D 63	Peer Delivered Services		N/A	
A&D 64	Housing Assistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Subrecipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity		N/A	
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	

A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)		N/A	
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 17	Non-OHP Community and Residential Assistance		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition		N/A	
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile		N/A	

	Panels of the Psychiatric Security Review Board			
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	

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: 173132 , 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

_____ 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.

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is entered into this 15th day of December 2021, and effective November 2, 2021, by and between Crook County, a political subdivision of the State of Oregon (“County” or “Lessor”), and Grizzly Mountain Long Rifles, a domestic non-profit corporation (“GMLR” or “Lessee”).

RECITALS

WHEREAS, County is the owner of 170 acres of real property identified as taxlot 1206 and located west of the Crook County/Prineville Airport in Crook County, Oregon; and

WHEREAS, GMLR has leased a 40-acre tract of land on taxlot 1206 since 1989; and

WHEREAS, Lessor and Lessee desire to continue the existing relationship.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, County leases to GMLR the following described real property on the following conditions:

1. Premises Leased. County leases to GMLR the following real property (hereinafter, the “Leased Premises”) in Crook County, Oregon:

A forty (40) acre tract of land, 1100 feet by 1584 feet, in Tax Lot 1206, located in Section 9 T15S R15E WM, subject to and together with all existing easements and rights of way and as depicted on “Exhibit A.”

2. Use of Premises. GMLR’s permitted use of the Leased Premises is as a muzzle loading rifle range.

3. Term. The term of this Lease shall be for ten (10) years, commencing on the effective date.

4. Termination. Notwithstanding anything herein to the contrary, if either party is in material breach and has not timely cured such breach, this Lease Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding anything herein to the contrary, either party may terminate this Agreement at any time upon ninety (90) days written notice. Both parties will cooperate in good faith during the notice periods. Additionally, County may, at any time and in the County’s sole discretion, immediately terminate this Agreement if necessary to maintain public safety.

5. Compliance with Laws. GMLR shall not commit or allow to be committed, by act or omission, any waste or nuisance in or upon the Leased Premises. GMLR represents and warrants to County that all activities performed by GMLR and agents on the premises shall comply with all applicable laws, statutes, ordinances, rules, and regulations of any governmental authority.

6. Representation By County. County represents that, to the best of its knowledge, it is the owner of the property, that it is unaware of any contamination of the property. The County makes no other representations with respect to the property or its condition, and GMLR is not relying on any other representations of County or County's agents with respect to the use or condition of the property. This Agreement grants GMLR the privilege and permission for the exclusive use of the property depicted on Exhibit A in its present condition "as is" without any other warranties and subject to the conditions set forth herein. This Agreement shall be subject to all easements, liens, and encumbrances of record granted by the County before or after the date of this Agreement.

7. Rent. GMLR shall pay to the County as rent for the 40 acres the sum of **\$100** per year. Rent shall be payable on the first day of the Term and each anniversary of the effective date for the duration of the Term. In the event that GMLR terminates this Lease Agreement before the next annual payment is due, any prepaid rent shall be retained by County and shall not be reimbursable to GMLR.

8. Taxes. GMLR shall pay all real and personal property taxes levied against the real property or improvements or personal property located at the Leased Premises before such taxes become delinquent. Real and personal property taxes for the tax year in which the Term expires shall be prorated between the parties.

9. Maintenance. GMLR shall keep the Leased Premises in a neat, clean, and orderly manner at all times.

10. Removal of Improvements. At the expiration of the Term, GMLR shall remove the Club House and any other structures, improvements, or property at the Leased Premises.

11. Insurance. GMLR shall procure and maintain in full force and effect for the duration of this Agreement liability and property damage insurance with a minimum of **ONE MILLION DOLLARS (\$1,000,000)** for each occurrence and **TWO MILLION DOLLARS (\$2,000,000)** comprehensive aggregate general liability insurance. GMLR shall provide a current copy of its policy or policies of insurance, or a certificate of insurance to County prior to exercising its rights and duties under this Lease. County shall be named as an additional insured on all policies required by this Lease.

12. Indemnification. GMLR shall save and hold harmless, protect and indemnify County, its elected officials, employees, and agents, from and against any and all liabilities, obligations, damages, penalties, claims of any kind, causes of action, costs, charges and expenses, including attorney fees and expenses, which may be imposed upon or incurred or served against County, by reason of any occurrence or accident arising out of GMLR's, or GMLR agents' or invitees' use of the Leased Premises. Notwithstanding anything to the contrary in this Agreement, GMLR shall not be liable to County or its agents, employees and invitees for any damage to person or property caused by an act, omission or neglect of County, and County agrees to defend and indemnify GMLR from all claims for said damages.

13. Default and Termination. If GMLR defaults under this Lease, County may assume control and possession of the Leased Premises and GMLR and agents shall vacate the premises immediately and commence any necessary restoration. County reserves the right to immediately terminate this Agreement in the event of an emergency, or when necessary, in County's sole discretion, to protect the health, welfare, or safety of the public. In the event of

any breach of this Agreement by GMLR, County, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry, and may remove all persons and property from the Leased Premises.

14. Temporary Suspension. The parties agree that County may require temporary suspension of all activities on the property when deemed necessary by County, in County's sole discretion.

15. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered (i) when hand-delivered to the other party at such addresses listed below, or at such other addresses as the receiving party may designate by proper notice to the sending party, or (ii) three (3) days after being deposited in the United States Mail, postage prepaid, addressed as follows:

Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

Grizzly Mountain Long Rifles
PO Box 4
Prineville, OR 97754

16. Notice of Default. GMLR shall not be deemed to be in default under this Agreement in the payment of rent or in the furnishing of any insurance policy when required in this Lease Agreement, unless County first gives GMLR thirty (30) days' written notice of the default, and GMLR fails to cure the default within thirty (30) days.

17. Assignment. GMLR shall not assign this Agreement to any party.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This Agreement shall not be altered or amended except by the agreement in writing executed by both parties hereto.

19. Survival. Termination of this Agreement shall not relieve either party of any obligation that by its nature should survive termination, including but not limited to all guarantees and promises of indemnity.

20. Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Oregon.

21. Venue for Resolution. The venue for resolution of any dispute arising under the terms of this Agreement shall be in the courts of Crook County, Oregon.

22. Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts of this Agreement shall remain in full effect.

23. Waiver. If at any time County, its successors, or assigns fail to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

24. No Partnership. This Agreement shall not be construed as creating a relationship of principal and agent or of a joint venture, partnership, or other business association between County and GMLR, it being understood and agreed that no provisions contained in this Agreement, nor any acts of the parties hereto, shall be deemed to create any relationship other than that of the owner (County) and the lessee (GMLR).

25. Hazardous Materials. GMLR shall not place, allow to be placed, transport, or allow to be transported to, on, into, or upon the Leased Premises any hazardous materials. If any hazardous materials are placed, allowed to be placed, transported, or allowed to be transported to, on, into, upon, or allowed to run onto the Leased Premises by GMLR, its agents, or employees during the term of this Lease, regardless of fault or cause, then GMLR shall be responsible for the costs of removal and remediation of such wastes or substances in accordance with all federal and state statutes, rules, and regulations. As used herein, "Hazardous Materials" means any hazardous or toxic substances, materials, or wastes as defined by any state, federal, or local law or regulation, and specifically includes oil and petroleum products and/or by-products.

26. Liens. GMLR shall pay as due all claims for work done on and for services rendered or material furnished to GMLR for the Leased Premises and shall at all times keep the Leased Premises free from any liens.

27. Counterparts. This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

Grizzly Mountain Long Rifles

CROOK COUNTY

By: Ted C. Hartman
Ted Hartman

Seth Crawford, County Judge

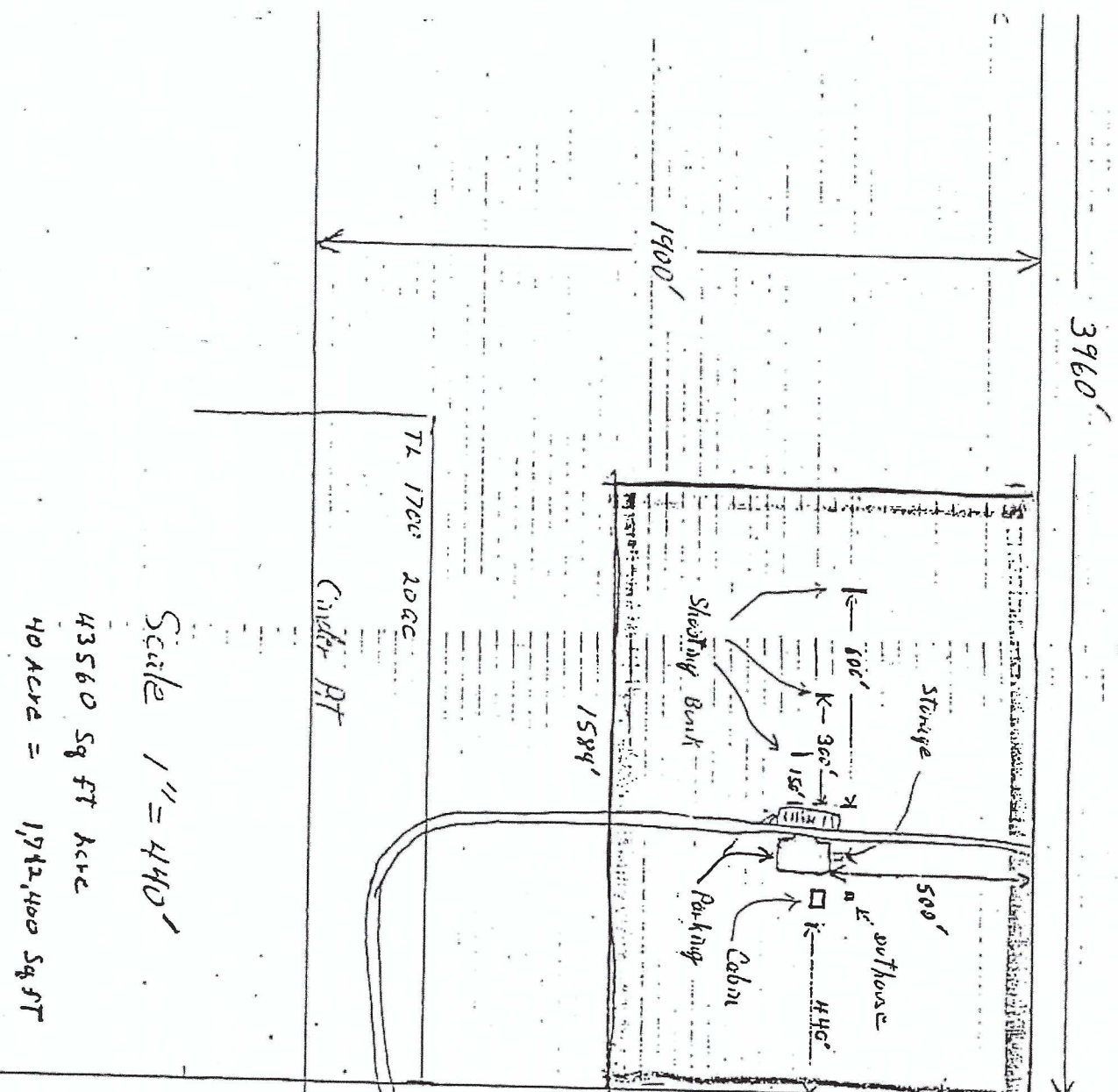
Its: President
Print Name

Jerry Brummer, County Commissioner

Date: 12 / 08 / 2021

Brian Barney, County Commissioner

Date: _____



Scale 1" = 440'

43560 Sq FT Acre

40 Acre = 1,742,400 Sq FT

Grizzly Mountain Landfills Project

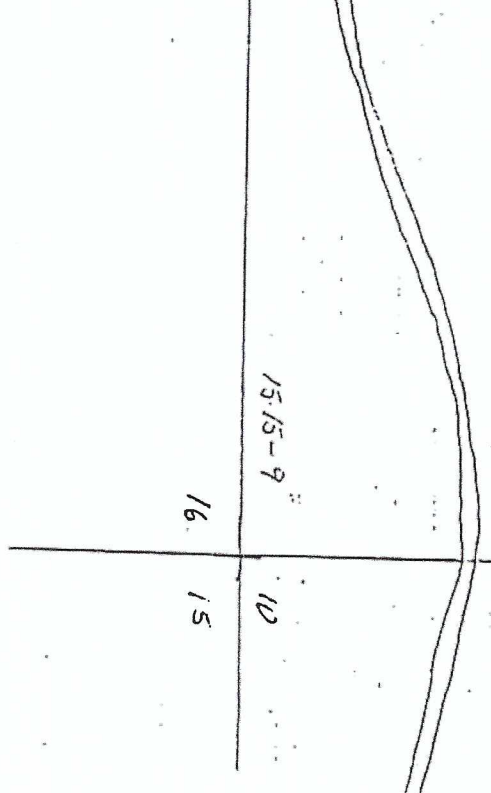
Cabin - log construction will be moved
From old sight 20' x 40'

Storage Building - 16' x 200' frame

Outhouse is a Forest Service style Cabin
to be moved from the old sight.

No Utilities

Range Parking 40' Deep x 100' Lc
Cabin Parking 80' Deep x 100' Lc



TITLE	Grizzly Mtn. 2021 Lease w/ Crook County
FILE NAME	Lease%202021.pdf
DOCUMENT ID	4c0cad259e50763eff2350f7c2ddcf838ed1123e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

This document was requested from app.clio.com

Document History



SENT

12 / 08 / 2021

18:48:45 UTC

Sent for signature to Ted Hartman (saddles@reagan.com) from lindsay.azevedo@co.crook.or.us
IP: 198.163.255.52



VIEWED

12 / 08 / 2021

19:34:39 UTC

Viewed by Ted Hartman (saddles@reagan.com)
IP: 199.68.205.71



SIGNED

12 / 08 / 2021

19:39:04 UTC

Signed by Ted Hartman (saddles@reagan.com)
IP: 199.68.205.71



COMPLETED

12 / 08 / 2021

19:39:04 UTC

The document has been completed.

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 12/7/2021

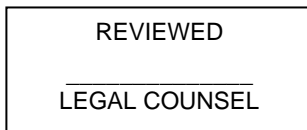
RE: Suicide Consolidation Risk Assessment Project (SCRAP)
Our File No.: HEALTH 190

Deschutes County has prepared Data Sharing Agreement #2021-736 for the Suicide Consolidation Risk Assessment Project ("SCRAP"). This Agreement is intended for Deschutes to share this project with Crook and does not require accessing or collecting Crook County data. Its purpose is to better inform prevention, intervention, and postvention efforts within the Central Oregon region by providing a framework for local reporting of suicide death. This should in turn address response mandates and ensure suicide loss survivors receive access to resources.

The project is retroactively effective September 1, 2021, and will terminate on June 30, 2022, with no cost to the County. Deschutes County will act as lead agent and will manage the SCRAP program.

There is an understanding that if SCRAP access is not granted, the Agreement is terminated immediately.

Please place this memo and the attached document(s) on the Wednesday, December 15, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.



**Data Sharing Agreement
AGREEMENT #: 2021-736**

EFFECTIVE DATE: The effective date of this Data Sharing Agreement (Agreement) shall be September 1, 2021. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2022.

PARTIES: Crook County, a political subdivision of the State of Oregon, acting by and through the Crook County Health Department, Public Health Division (hereinafter referred to as “Crook County”), and Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division (hereinafter referred to as “Deschutes County”); collectively referred to as “Parties” or individually referred to as “Party.”

BACKGROUND AND PURPOSE:

The Deschutes County Health Services (DCHS) is intending to share Suicide Consolidated Risk Assessment Project (SCRAP) with Crook County. Sharing this tool does not require accessing or collecting Crook County data.

In order to better inform prevention, intervention, and postvention efforts within the Central Oregon region, SCRAP provides a framework for local systematic reporting of suicide death. It is used to collect necessary demographic, psycho-social data to more effectively address suicide postvention response mandates set by the Oregon legislature and ensure suicide loss survivors receive access to resources.

RESPONSIBILITIES OF EACH PARTY

1. Each Party agrees to receive, or otherwise have access to, certain information that is confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively “HIPAA”) and the federal Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”).
 2. All Parties must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services. When accessing and processing the information received parties agree to rules in accordance with HIPAA, 42 CFR part 2 and ORS 430.630.
3. Each Party is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such their own officials, employees, and agents. Each Party shall defend, indemnify, and hold harmless the other Parties for claims arising from the actions of the Party, its officials, employees and agents.
4. Any compliance issues, complaints or conflicts between Parties related to this Agreement and not resolved through initial discussion between the Parties shall be submitted in writing to DCHS Public Health Deputy Director and the Crook County Director. The DCHS Deputy Director and Crook County Director will conduct fact finding and facilitate a compromise and/or initiate mediation.

PARTICIPATING PARTIES AGREE:

1. Parties shall participate in collaboration for the purpose of this project as described in “Background and Purpose” above.
2. Deschutes County shall act as lead agent and will manage the SCRAP program.
3. It is understood by all Parties that if SCRAP access is not granted, this Agreement is considered immediately terminated.

CONFIDENTIALITY:

In addition to the obligations imposed upon the Parties outlined in applicable law, each Party agrees to maintain confidentiality of information obtained pursuant to this AGREEMENT as follows:

It is agreed upon, by, and between all Parties that all participants in this project have an obligation to safeguard confidential information and records to which they have access or become aware of during the term in which services (“data”) is being provided or exchanged. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that all Parties understand the obligation to maintain the confidentiality of information and records which any individual Party may access or become aware of while working in collaboration regarding this Project. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of any Party who improperly uses, discloses or releases confidential information or records will be subject to legal action, which may also include termination of this Agreement. Except as is necessary to perform official work with, no Party is authorized to use, disclose or release any information or records to which the Party has access or becomes aware of during the term of the Agreement in which services are being provided without the express written approval of the applicable Party’s Department Director or Program Manager.

The Parties agree to abide by the laws and policies governing confidentiality by signing this Agreement. If at any time, any Party has any questions regarding confidentiality laws or policies or regarding that Party’s obligation to maintain the confidentiality of any information or records, that Party shall contact the applicable Party’s Department Director, Program Manager or Privacy Officer.

BY SIGNING THIS DATA SHARING AGREEMENT, EACH PARTY CERTIFIES THAT THE PARTY HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY STATEMENT, THAT THE PARTY HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT THE PARTY WILL ABIDE BY THOSE LAWS AND POLICIES. EACH PARTY FURTHER UNDERSTANDS AND AGREES THAT, IF THE PARTY IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, THE APPLICABLE PARTY WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THIS DATA SHARING AGREEMENT.

COMPENSATION: NONE.

TERMINATION:

1. Voluntary Termination. Any individual Party may terminate its participation in this Agreement for any reason upon thirty (30) calendar day’s prior written notice to the other Parties. The termination by one Party does not operate to terminate the Agreement as regards any other Party or Parties.
2. Termination for Cause. If any Party is in breach of this Agreement, and that breach is not entirely cured within fifteen (15) calendar days’ prior written notice from any non-breaching Party, the breaching Party may be immediately terminated from this Agreement upon written notice of a majority vote of the non-breaching Parties. In the event that a notice of breach was sent to any Party, the breach was not cured within fifteen (15) calendar days, and a majority of the non-breaching Parties does not vote to terminate the breaching Party, any Party may immediately terminate its participation in this Agreement upon written notice to the other Parties. The termination of any one Party does not operate to terminate the Agreement as regards any other Party or Parties.
3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

Deschutes County Health Services
2577 NE Courtney Drive
Bend, OR 97701
Attn: Nahad Sadr-Azodi
CC: grace.evans@deschutes.org
Phone: 541-322-7663
Fax: 541-322-7565
nahad.sadr-azodi@deschutes.org

Crook County Health Department
300 NE Third Street
Prineville, OR 97754
Attn: Katie Plumb
cc: eric.blaine@co.crook.or.us
Phone: 541-447-5165
kplumb@h.co.crook.or.us

GENERAL PROVISIONS:

1. To the fullest extent authorized by law and to the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify the other as well as their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of that Party or their officers, employees, contractors, or agents under this arrangement.
2. Each Party involved in a claim shall have control of the defense and settlement of any claim that is subject to subparagraph 1 of this paragraph; however no Party nor any attorney engaged by a party shall defend the claim in the name of any other Party, nor purport to act as legal representative of any other Party without first receiving from that Party's legal counsel, in a form and manner determined appropriate by the Party's legal counsel, authority to act as legal counsel for that Party, nor shall a party settle any claim on behalf of any other Party without the approval of the Parties' legal counsel.
3. It is agreed and understood that each Party is providing these services as an independent contractor, and not as an employee or agent of the other Party.
4. Amendment - The terms of this arrangement may be modified by amendment; the amendment shall be signed by all Parties and fully executed before the modified terms may take effect.
5. Assignment – No Party may assign this arrangement, in whole or in part, without the prior written consent of the other Parties.
6. Governing Law and Venue – Any dispute under this arrangement shall be governed by Oregon law with venue being located in Deschutes County, Oregon.
7. Severability – If any part of this arrangement shall be held unenforceable, the rest of this arrangement will remain in full force and effect.

ENTIRE AGREEMENT: This Data Sharing Agreement (Agreement) hereto, constitutes the entire Agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties. If any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified except in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Data Sharing Agreement to be executed by their duly appointed officers the first date written below.

Signature: _____

Email: _____

Title: _____

Date: _____

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: December 8, 2021

RE: Sundog Hangar Lease
Our File No.: Airport 43

Enclosed is a new hangar lease with Sundog BDN, LLC and a termination of lease with Wolf Pack Properties, LLC, both involving hangar space at 4075 Aviation Blvd. Wolfe Pack's lease began in 2008. It is being terminated as part of a sale to Sundog BDN. As a quick refresher, the hangars at the airport are typically retained by the lessee as personal property, while the County retains ownership of the real property. Thus, for this transaction, the sale of the hangar is going through escrow and the transition of the lease is part of that.

Sundog's new lease is on our standard form and for twenty years with an option to renew for another ten years. This lease will begin at the rate of \$0.265 per square foot, with an adjustment at the start of the year (along with all other hangar leases) based on CPI. Kelly Coffelt recommends approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, December 15, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

CROOK COUNTY PRINEVILLE AIRPORT S39 GROUND LEASE AND USE AGREEMENT

This Crook County Prineville Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made and entered into this ____ day of December, 2021 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and Sundog BDN, LLC (“Lessee”). Lessor and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, County is the owner of the real property known as the Crook County Prineville Airport S39 (Airport);

WHEREAS, the Airport is currently managed by the City of Prineville pursuant to an Intergovernmental Agreement and operated by an Airport Manager (the Airport Manager and any persons or entities hereafter responsible for the management of the Airport shall be referred to as the “Manager”);

WHEREAS, the Airport is the recipient of certain Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants, with County as sponsor, and is thus subject to ongoing compliance with all FAA regulations and guidance;

WHEREAS, Lessee desires to lease from Lessor and use certain Airport land and improvements and engage in certain non-commercial aeronautical activities at the Airport; and

WHEREAS, Lessor desires to lease to Lessee certain Airport land and improvements.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. PREMISES.

A. Leased Premises.

Lessor hereby leases to Lessee, pursuant to the rents, conditions, and provisions herein, 3,025 square feet of ground space (the “Leased Premises”) at the Airport in Crook County, Oregon, including an underground propane tank, identified with the current address of 4075 Aviation Blvd. and depicted on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

Lessee warrants and represents that Lessee has carefully and completely examined and inspected the Leased Premises and Lessee fully understands its responsibilities and obligations with respect to the Leased Premises and this Agreement. Lessee accepts the Leased Premises in an "AS IS", "WHERE IS" condition without representation or warranties from Lessor as to the condition, suitability, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by this Agreement. To the best of Lessor's knowledge, the Leased Premises complies with all applicable federal, state, and local environmental regulations and standards. Lessee agrees that it has inspected the Leased Premises and is fully advised of its own rights without reliance upon any representation made by Lessor concerning the environmental condition of the Leased Premises. Lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards that is caused by Lessee, its officers, agents, servants, employees, contractors, subcontractors, or invitees.

C. Improvements.

The Leased Premises contains a previously constructed hangar and improvements. The hangar and improvements are not the property of County. County makes no representations or warranties and assumes no liability or control for the current or future state of the hangar and improvements, except as expressly stated in this Agreement.

2. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of twenty years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for one additional period(s) of ten years (the "Extended Term") by providing written notice thereof to Lessor not more than 180 days or less than 90 days before the expiration of the Initial Term (for purposes of this Agreement, both the Initial Term and Extended Term may hereafter be referred to simply as the "Term") on the condition that said written notice includes as an exhibit a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 1.5 times the requested Extended Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which Lessor may consider as triggering the termination, remedy, and surrender provisions of sections 16 – 18 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover

(including but not limited to any and all damages that Lessor is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the improvements).

3. RENT.

A. Rent for Term.

Subject to paragraph B below, Lessee shall pay annual Rent at the rate of \$0.265 per square foot for the Leased Premises space for a total of \$801.63 per year of this lease term. Rent for the first year is due and payable upon the signing of this Lease. Rent for each subsequent year of the Term is due each January 1. Any payments not received by January 1 will trigger the default provisions of 16.B.i below. All payments shall be made to the Manager. Manager hereby reserves the right to institute additional rent, in his sole discretion and not to exceed one-half of the base rent, calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

B. Adjustment of Rent.

Rent will be adjusted annually on January 1st (the "Adjustment Date"). Manager will deliver notice to Lessee of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below.

i. Annual Adjustment

For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment in subsection ii below, County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982-84=100" for the year of the Commencement Date or the prior year's Rent, as applicable, and the latest figures preceding the current Adjustment Date. All comparisons will be made using Index figures derived from the same base period and in no event will this provision operate to decrease Rent. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.

ii. Appraisal Adjustment

At five-year intervals, beginning for the year 2020, Lessor will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport.

4. USE OF LEASED PREMISES.

A. Permitted Uses.

The primary purpose of this Agreement is for Lessee to store aircraft in a hangar on the Leased Premises. As such, the following non-commercial aeronautical uses are permitted:

- Storage of aircraft;

- Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar's primary use;
- Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangar's primary use;
- Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., furniture or televisions;
- Construction of amateur-built or kit-built aircraft provided that activities are conducted safely; and
- Storage of a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying, subject to Airport rules and regulations as currently in effect or may hereinafter be implemented.

B. Prohibited Uses.

Prohibited uses include, but are not limited to the following:

- Use as a residence;
- Operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, non-aeronautical business office;
- Activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- Activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- Storage of household items that could be stored in commercial storage facilities;
- Long-term storage of derelict aircraft and parts;
- Storage of items or activities prohibited by local or state law;
- Fuel, and other dangerous and Hazmat materials; or
- Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

C. Commercial Activity.

Lessee may not conduct any commercial activity on or near the Leased Premises without Manager's prior written consent. Lessee may use the Leased Premises and hangar to store the aircraft, even if the aircraft is used to support a commercial activity, but only if no commercial activity aside from mere storage of the aircraft takes place in or near the hangar. Duly registered non-profit flight clubs and subletting the Leased Premises are not considered a commercial activity under this section.

D. Hazardous Materials.

Hazardous materials stored in the hangar must be stored in Department of Transportation approved containers and disposed of per hazardous waste requirements, as required by law. The total volume of stored hazardous materials may not exceed five (5) US gallons. The storage of engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in the hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), chemical stripping, chemical washing, and painting (except as described elsewhere in this Agreement). Any hot work (i.e., cutting, welding, brazing, soldering, and grinding) may not be performed inside the hangar; any such work performed on the hangar itself must be done by a person properly licensed to perform such work. Lessee, and all persons performing work on Lessee's behalf, must at all times comply with all applicable current state and local laws, ordinances, regulations, and fire prevention codes.

5. COMPLIANCE WITH ALL LAWS

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, guidance, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants.

A. Non-Discrimination

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted

Programs of the Department of Transportation, and as said Regulations may be amended.

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

B. Federal Requirements

Lessor is bound to comply with the following federal laws, executive orders, and regulations; Lessee will take no action to interfere with Lessor's compliance and will not take any act in violation itself:

i. Federal Laws.

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

ii. Federal Regulations.

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice for Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- m. 49 CFR Part 20 - New restrictions on lobbying.

iii. Executive Orders.

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects.

6. RIGHTS AND RESERVATIONS OF LESSOR.

A. Hazards.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, the right to prevent Lessee from erecting or permitting to be erected any building or other structure which, in the opinion of Lessor, would limit the usefulness of the Airport, constitute a hazard to aircraft or diminish the capability of existing or future avigational or navigational aids used at the Airport.

B. Development.

Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee. Accordingly, nothing contained in this Lease shall be construed to obligate Lessor to relocate Lessee as a result of any such Airport developments or improvements.

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Premises (Limitation) for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and Lessor shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and Lessor are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder, but only if Lessee first provides adequate proof to Lessor that the Limitation has directly caused Lessee a material loss in revenue;
- (ii) subject to ordinary wear and tear, Lessor shall maintain and preserve the Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and

(iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) Lessor and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon thirty days' written notice to Lessor.

D. National Emergencies.

During any war or national emergency, Lessor shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended. Lessor shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between Lessor and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and Lessor shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and Lessor are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period

- (i) Lessee may suspend the payment of any rent due hereunder, but only if Lessee first provides adequate proof to Lessor that the Limitation has directly caused Lessee a material loss in revenue;
- (ii) subject to ordinary wear and tear, Lessor shall maintain and preserve the Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then:

- (i) Lessor and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon thirty days' written notice to Lessor.

E. Sponsor Assurances.

Lessor covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

Lessee's rights hereunder shall be subject to all existing and future utility and drainage easements and rights-of-way granted by Lessor for the installation, maintenance, inspection, repair or removal of facilities owned or operated by electric, gas, water, sewer, communication or other utility companies. Lessee's rights shall additionally be subject to all rights granted by any ordinance or statute which allows utility companies to use publicly owned property for the provision of utility services.

G. Rights of Ingress and Egress.

Lessor agrees Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways for automobiles and taxiways for aircraft including access during the construction phase of airport improvements, unless otherwise agreed to in writing by both parties. Such rights shall be consistent with the rules and regulations with respect to the occupancy and use of airport premises as adopted from time to time by the County and by the Federal Aviation Administration or any other state, federal or local authority.

H. Relocation of Hangar and Leased Premises.

The precise location of the Premises where the Hangar is located is subject to County's discretion and modification. County may compel relocation of the Hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of the lessee, or if relocation is due to termination of this Agreement.

7. TAXES AND ASSESSMENTS.

Lessee agrees to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against Lessee due to Lessee's use or occupancy of the Leased Premises or any improvements or property placed on the premises by Lessee as a result of its occupancy. Lessee shall furnish to the Manager a receipt showing said taxes or assessments are paid within thirty days of payment.

8. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee's hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of this Lease, a policy or policies of insurance, naming Crook County and the employer of Manager (currently, City of Prineville) as additional insureds and covering all risks arising directly or indirectly out of Lessee's activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall be the current statutory limit of liability for Lessor under the Oregon Tort Claims Act or \$1,000,000 per occurrence and \$2,000,000 in the aggregate, whichever is higher. Evidence of the required insurance coverages issued by an insurance company satisfactory to Lessor shall be provided to Manager by way of a Lessor-approved certificate of insurance upon commencement of this Agreement and each time Rent is due. The certificate of insurance shall

contain a requirement that the insurance company notify Manager 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Lessee shall provide written notice to Manager within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify Manager.

9. UTILITIES.

Lessee, at Lessee's sole cost and expense, shall be responsible for the installation and use of all utility services to all portions of the Leased Premises and for all other related utility expenses, including but not limited to deposits and expenses required for the installation of meters, if necessary. Lessee further covenants and agrees to pay all costs and expenses for any extension, maintenance, or repair of any and all utilities serving the Leased Premises. In addition, Lessee agrees that all utilities, air conditioning and heating equipment, and other electrically operated equipment which may be used on the Leased Premises shall fully comply with all applicable Mechanical, Electrical, Plumbing, Building, and Fire Codes, as they exist or may hereafter be amended. Lessee expressly waives any and all claims, including a claim of Lessor's default of this Agreement, against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, interruption, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Leased Premises.

10. MAINTENANCE AND SAFETY ISSUES.

A. Maintenance and Repairs by Lessee.

Lessee understands that this is a term lease and agrees to keep and maintain the Leased Premises in a good, clean and sanitary condition at all times, reasonable wear and tear excepted. Lessee covenants and agrees that it will not make or suffer any waste of the Leased Premises. Lessee, at Lessee's sole cost and expense, will make all repairs or replacements necessary to prevent the deterioration in condition or value of the Premises, including, but not limited to, the maintenance of and repairs to all hangars and other structures, doors, windows and roofs, and all fixtures, equipment, utilities, hangar modifications and surrounding pavement on the Premises. Lessee must paint the exterior of the hangar, as needed and reasonably directed by Lessor, with specifications and color to be approved in writing by the Manager. Lessee shall be responsible for all damages caused by Lessee, its agents, servants, employees, contractors, subcontractors, licensees or invitees, and Lessee agrees to fully repair or otherwise cure all such damages at Lessee's sole cost and expense.

Lessee agrees that all improvements, trade fixtures, furnishings, equipment and other personal property of every kind or description which may at any time be on the Leased Premises shall be at Lessee's sole risk or at the sole risk of those claiming under Lessee. Lessor shall not be liable for any damage to such property or loss suffered by Lessee's business or business operations which may be caused by the bursting, overflowing or leaking of sewer or steam pipes, from water from any source

whatsoever, or from any heating fixtures, plumbing fixtures, electric wires, noise, gas or odors, or from causes of any other matter.

B. Access.

Lessor/Manager shall have the right and privilege, through its officers, agents, servants or employees, to inspect the Leased Premises. Except in the event of an emergency, Lessor shall conduct such inspections during Lessee's ordinary business hours and shall use its best efforts to provide Lessee at least twenty-four (24) hours' notice prior to any inspection. Lessee will permit the Crook County Fire and Rescue (CCFR) Fire Marshal or his or her authorized agents to inspect the Leased Premises and Lessee will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Leased Premises into compliance with all applicable fire and building code requirements regarding fire safety, as such provisions exist or may hereafter be amended. Lessee shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

C. Inspections and Repairs.

If Lessor/Manager determines during an inspection of the Leased Premises that Lessee is responsible under this Lease for any maintenance or repairs, Lessor shall notify Lessee in writing. Lessee agrees to begin such maintenance or repair work diligently within thirty (30) calendar days following receipt of such notice and to then complete such maintenance or repair work within a reasonable time, considering the nature of the work to be done. If Lessee fails to begin the recommended maintenance or repairs within such time or fails to complete the maintenance or repairs within a reasonable time, Lessor may, in its discretion, perform such maintenance or repairs on behalf of Lessee. In this event, Lessee will reimburse Lessor for the cost of the maintenance or repairs, and such reimbursement will be due on the date of Lessee's next annual Rent payment following completion of the maintenance or repairs.

D. Repairs Required of Lessor.

During any inspection, Lessor may perform any obligations that Lessor is authorized or required to perform under the terms of this Lease or pursuant to its governmental duties under federal state or local laws, rules or regulations.

11. IMPROVEMENTS AND ALTERATIONS.

A. Authorization for Improvements.

Lessee may, at its sole discretion, perform modifications, renovations, improvements, or other construction work on or to the Leased Premises (collectively, "Improvements") so long as it first submits all plans, specifications and estimates for the costs of the proposed work in writing and also requests and receives in writing approval from the Manager. Manager reserves the right to require one or more construction bonds to protect the Airport's interest should the Improvement's total cost exceed \$50,000. Manager agrees to respond in writing to Lessee's requests for approval within thirty calendar days of receipt of such requests. Lessee covenants and agrees that it shall fully comply with all provisions of this section 11 in the undertaking of any such Improvements.

B. Process for Approval of Plans.

Lessee's plans for Improvements shall conform to the Airport's architectural standards and must also receive written approval, where required by law, of the FAA and local planning and building authorities. All plans, specifications, and work shall conform to all federal, state, and local laws, ordinances, rules, and regulations in force at the time the plans are presented for review.

C. Documents.

Lessee shall supply the Manager with comprehensive sets of documentation relative to any Improvements, including at a minimum, as-built drawings of each project in computer format, if possible.

12. ASSIGNMENT, SUBLETTING, AND SUBORDINATION.

A. Limitations on Transfers.

Except as permitted under paragraph C below and section 13 below, Lessee must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Leased Premises or any part thereof, or grant any right to use the Leased Premises, the improvements, or any respective part thereof (each a "Transfer") without the prior written consent of Lessor, which must not be unreasonably withheld. Any attempted Transfer without such prior written consent will be void. Lessor's consent to a Transfer will in no event release Lessee, any assignee, sublessee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Lessee from the requirement of obtaining Lessor's prior written consent to any further Transfer. Lessor's acceptance of Rent from any other person will not be deemed to be a waiver by Lessor of any provision of this Lease or consent to any Transfer. The failure or refusal of Lessor to approve a requested Transfer shall not relieve Lessee of its obligations hereunder, including payment of Rent.

If Lessee is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Lessee, will constitute a Transfer for the purposes of this Article.

B. Assignments Prohibited.

Except in the case of an assignment pursuant to a probate proceeding or for estate planning purposes, all assignments of this Agreement are prohibited. An assignment prohibited within the meaning of this section 12 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of Lessee's stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

C. Subletting.

Lessee has the right to sublet portions of the Leased Premises or the improvements only upon prior written consent from the Manager and only for a term or terms that will expire before the expiration

of the Term. Upon written request by Lessor, Lessee will promptly deliver to Lessor complete copies of any and all subleases. Each sublease must contain the following terms and conditions:

- (a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Lease and to any extensions, modifications, or amendments of this Lease;
- (b) That rents due under the sublease (i) have been assigned to Lessor (and Lessee hereby assigns the rents to Lessor), to support performance of Lessee's covenants under this Lease, which assignment will be effective only on the occurrence of any event of default by Lessee under this Lease; and (ii) will, on receipt of written notification from Lessor that an event of default has occurred under this Lease, be paid by the subtenant directly to Lessor, subject to Article 15, until the subtenant receives written notice from Lessor that Lessee has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to Lessor;
- (c) If any act or omission of Lessee would give subtenant the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, subtenant will not exercise that right: (i) until it has given written notice of the act or omission to Lessor; and (ii) until a reasonable period of time for Lessor to cure the condition has passed.

13. SALE OF THE HANGAR AND IMPROVEMENTS

If at any time during the Term or at the expiration of the Term, Lessee intends to sell the hangar and improvements on the Leased Premises, Lessee hereby grants Lessor a right of first offer to purchase on the terms and conditions at which Lessor proposes to sell the property to a third party. Lessee shall give Manager written notice of its intent to sell and shall indicate the terms and conditions (including the sale price) upon which Lessee intends to sell the hangar to a third party. Lessor shall thereafter have sixty days to elect in writing to purchase the hangar. If Lessor declines to elect in writing to purchase the hangar and improvements, Lessee may elect to sell to any third party upon the advance written approval of the Manager, which will not be unreasonably withheld—failure to do so may place the buyer in the untenable position of occupying space on County property without authorization to do so, trigger the termination, remedy, and surrender provisions of sections 16 - 18 below, and may result in legal action. Lessee's notice of intent to sell must include the name and contact information of the prospective buyer and the sale price. Provided, however, if the price at which Lessee intends to sell the hangar and improvements is less than 90% of the price set forth in the notice of right of first offer to purchase, then Lessee shall again offer Lessor the right to acquire the hangar and improvements upon the same terms and conditions available to the third party. In which case Lessor shall have thirty days to elect in writing to purchase the hangar and improvements. If Lessor declines to elect in writing to purchase the hangar and improvements, and the Manager consents to the sale to a third party, Lessee may choose from the following two options.

A. Termination of Lease and Execution of New Lease.

Manager's consent to the sale of Lessee's hangar and improvements upon the Leased Premises constitutes implied consent to negotiate in good faith with the prospective buyer for a new lease, on the Airport's standard ground lease form as it may be amended from time to time.

B. Termination of the Lease and Removal of Property.

Should Manager consent to the sale of the hangar and improvements and the buyer does not wish to enter into a new Lease, Lessee shall ensure such buyer removes the hangar and all improvements within thirty days of the sale and place the Leased Premises in a clean and buildable site leaving all utility hookups in place. This Agreement shall then automatically terminate at the end of the calendar year, provided that Lessee shall remain liable for any damage to the Leased Premises or abandoned property pursuant to section 18 below.

14. LIENS.

A. Lien Granted to Lessor.

Lessee hereby grants County a lien against the hangar and other improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the hangar and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, aircraft, or personal property and assertion of the lien.

B. Liens by Lessee.

Lessee acknowledges that it has no authority to engage in any act or to make any contract which may create or be the foundation for any lien upon the property or interest in the property of Lessor, subject to Article 15. If any such purported lien is created or filed, Lessee, at its sole cost and expense, shall liquidate and discharge the same within thirty days of such creation or filing. Lessee's failure to discharge any such purported lien shall constitute a breach of this Lease and Lessor may terminate this Lease upon thirty days' written notice. However, Lessee's financial obligation to Lessor to liquidate and discharge such lien shall continue in effect following termination of this Lease and until such a time as the lien is discharged.

15. LEASEHOLD MORTGAGES

A. Right to Mortgage Leasehold

Notwithstanding Articles 12 and 14 or any other provision to the contrary, in addition to any other rights granted and without any requirement to obtain Lessor's consent, Lessee has the right to mortgage or grant a security interest in Lessee's interest in this Lease, the Leased Premises, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions (as

defined in section 15.B. below), and to assign this Lease as collateral security for those leasehold mortgages, on the condition that all rights acquired under the leasehold mortgages are subject to every covenant, condition, and restriction set forth in this Lease, and to all rights and interests of Lessor, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by Lessor by reason of the right given to mortgage or grant a security interest in Lessee's interest in this Lease and the Premises and the Improvements, except as expressly provided otherwise.

B. Defined Terms

Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by Lessee pursuant to this Article 15 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of Lessee's interest in this Lease or any portion of the Leased Premises or the Improvements.

C. Lender Protections

If a Permitted Leasehold Mortgagee sends to Lessor a true copy of its Permitted Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as the Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Lessor, the following provisions will apply:

i. No Modifications or Terminations

This Lease may not be (a) amended or modified, or (b) terminated or canceled by reason of the exercise of any option or election by Lessee, or by the giving of any notice by Lessee, unless such amendment, modification, termination, or cancellation by Lessee is assented to in writing by the Permitted Leasehold Mortgagee. Any such attempted amendment or modification, termination, or cancellation by Lessee without the Permitted Leasehold Mortgagee's assent is void.

ii. Notice to Permitted Leasehold Mortgagees

Upon serving Lessee with any notice under this Lease, whether of default or any other matter, Lessor will simultaneously serve a copy of the notice on the Permitted Leasehold Mortgagee, and no notice to Lessee will be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

iii. Right to Cure

In the event of any default by Lessee under this Lease, each Permitted Leasehold Mortgagee has the same period as Lessee has, plus 30 days, after service of notice on it of the default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of, and Lessor must accept that performance by or at the instigation of the Permitted Leasehold

Mortgagee as if the same had been done by Lessee. Each notice of default given by Lessor must state the amount of any Rent that is then claimed to be in default.

iv. The Right to Postpone

If Lessor elects to terminate this Lease because of any default of Lessee, the Permitted Leasehold Mortgagee will have, in addition to the rights granted under the preceding section, the right to postpone and extend the specified date for the termination of this Lease as fixed by Lessor in its notice of termination, for a period of 12 months, as long as the Permitted Leasehold Mortgagee (a) cures or causes to be cured any then-existing defaults in payment of Rent and meanwhile pays the Rent, and (b) forthwith takes steps to acquire or sell Lessee's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and prosecutes the same to completion with reasonable diligence and continuity. If, at the end of the 12-month period, the Permitted Leasehold Mortgagee is actively engaged in steps to acquire or sell Lessee's interest, the time of the Permitted Leasehold Mortgagee to comply with the provisions of this section will be extended for a period that is reasonably necessary to complete those steps with reasonable diligence and continuity.

v. The Right to a New Lease

Lessor agrees that if this Lease is terminated by reason of any default by Lessee, other than for nonpayment of the Rent and other payments herein provided for, Lessor will enter into a new lease for the Premises and the Improvements with the holder of the then First Leasehold Mortgage on this Lease, or with its nominee or designee, for the remainder of the Term, effective as of the date of the termination, at the Rent and on the other terms and provisions as herein contained and subject only to the same conditions of title as this Lease was subject on the date of the execution hereof, and to the rights, if any, of any parties then in possession of the Leased Premises or any portion thereof, provided as follows:

- a. The holder will request the new lease within 30 days after the date of termination of the Lease;
- b. The holder will pay to Lessor at the time of execution and delivery of the new lease all sums as to which the First Leasehold Mortgagee will have been provided with prior notice and which would at the time of execution and delivery thereof be due under this Lease had it not terminated, together with any expenses, including reasonable attorney fees, to which Lessor will have been subjected by reason of the default;
- c. Lessor will not warrant possession of the Premises to the Lessee under the new lease;
- d. The new lease will be expressly made subject to the rights, if any, of Lessee under this terminated Lease;
- e. Tenant under the new lease will have the same right, title, and interest in and to the Premises as Lessee had under this Lease (except as otherwise provided herein); and
- f. The holder will not be obligated to perform any obligations of Lessee hereunder until the holder actually acquires possession of the Premises.

vi. Bankruptcy of Lessee

Nothing herein contained will require any holder of a Permitted Leasehold Mortgage or its nominee or designee to cure any default of Lessee arising out of its bankruptcy, insolvency, reorganization, or other proceeding under the bankruptcy or insolvency laws of the United States or the State of Oregon or otherwise.

vii. Insurance Policies

Lessor agrees that the name of the Permitted Leasehold Mortgagee may be added to the "loss payable endorsement" of any or all insurance policies required to be carried by Lessee.

16. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

In addition to the expiration of the Term and other termination rights contained elsewhere in this Lease, the occurrence of any one or more of the following constitutes an event of default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, Lessor shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, Lessor shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within ten days after notice thereof is given to Lessee;
- iii. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i. and ii above) and such failure continues and is not remedied within thirty days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said thirty-day period, then this provision is satisfied if Lessee begins the cure within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after Lessor's notice is given to Lessee;
- iv. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within thirty days; or

- v. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

17. REMEDIES.

A. Remedies.

Upon the occurrence of an event of default, Lessor may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. Lessor may terminate this Lease by written notice to Lessee;
- ii. Lessor or Lessor's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Lessor may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LESSOR WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Lessor may, without terminating the Lease, relet the whole or any part of the Premises and the improvements from time to time, either in the name of Lessor or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Lessor determines to be appropriate. To the extent allowed under Oregon and Federal law, Lessor will have no obligation to relet all or any part of the Leased Premises or the improvements and will not be liable for refusing to relet the Leased Premises or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Lessor will not operate to relieve Lessee of any liability under this Lease or otherwise affect such liability. Lessor at its option may make any physical change to the Leased Premises or the improvements that Lessor, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Lessee of any liability under this Lease or otherwise affecting Lessee's liability.
- iv. Whether or not Lessor retakes possession of or relets the Leased Premises and the improvements, Lessor has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Lessor in restoring the Leased Premises or otherwise preparing the Leased Premises and the

improvements for reletting, and all costs incurred by Lessor in reletting the Leased Premises and the improvements.

- v. To the extent permitted under Oregon law, Lessor may sue periodically for damages as they accrue without barring a later action for further damages. Lessor may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed ten percent per annum. If Lessor relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. Lessor's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving Lessor's right to take any action that is permissible under this Lease as a result of the default, Lessor may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Premises and the improvements for any such purpose, and take any action that may be necessary. All payments so made by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Lessee under this Lease and must be paid to Lessor on demand.

C. No Waiver.

No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Lessor's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

18. SURRENDER.

Lessor is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 18 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Agreement, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the premises to Lessor without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of Lessor (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by Lessor as its property and all rights of Tenant with respect to it will cease or be disposed of, without accountability, in such manner as Lessor sees fit, or (2) if Lessor gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If Lessor elects to hold Lessee to Lessee's obligation to remove, Lessor may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

19. RELEASE AND INDEMNIFICATION.

Lessee hereby assumes all liability and responsibility for property loss, property damage, and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with its use of the Airport under this Lease or with the leasing, maintenance, use, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor or Manager, its officers, agents, servants, or employees.

Lessee covenants and agrees to, and does to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend Lessor and Manager, its officers,

agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss (including alleged damage or loss to Lessee's business and any resulting lost profits) and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with Lessee's use of the Airport under this Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor or Manager, its officers, agents, servants, or employees.

Lessee assumes all responsibility and agrees to pay Lessor and Manager for any and all injuries or damages to Lessor's property which arise out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of Lessor, its officers, agents, servants, or employees.

Lessor and Manager do not guarantee police protection to Lessee, and sublessee or their property. Lessor/Manager is obligated only to provide security adequate to maintain Lessor's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on Lessor, Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

20. NOTICES.

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other party at such addresses listed below, or at such other addresses as the receiving party may designate by proper notice to the sending party, or (ii) three (3) days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To Lessor:
Crook County/Prineville Airport S39
Attn: Kelly Coffelt
4585 SW Airport Road
Prineville, OR 97754

To Lessee:
Sundog BDN, LLC
Attn: Chris Thelan
60835 River Rim Dr.
Bend, OR 97702

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

With a copy to:

21. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Lessor and Lessee.

D. Signs.

No signs are permitted on the exterior of any hangars without the express written consent of the Manager. Any such approved signs must conform with the size, color, location, and manner of display of other signs at the Airport and be maintained in a safe, neat, and well-kept condition.

E. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the Manager in the Manager's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

F. Survival.

All agreements (including but not limited to indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

G. Severability.

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

H. Non-Waiver.

The failure of Lessor to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of Lessor's right to insist upon appropriate performance or to assert any such right on any future occasion.

I. Force Majeure.

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

J. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

K. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Leased Premises.

L. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, Lessor and Lessee agree that each party shall be responsible for its own attorneys' fees.

M. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

N. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

O. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of Lessor, Lessee, and their respective successors and assigns.

P. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

Q. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

R. Interpretation.

In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Lessor and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

S. Headings, Captions, and References.

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

T. Entire Agreement.

This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and Lessor mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

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U. Counterparts.

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first set forth above.

For Lessee

Sundog BDN, LLC

By: 
Signature

Christopher Thelan
Printed Name

Title: Manager

Date: 12/1/21

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner




Date: _____

Exhibit A



Google Earth

Legend

-  ? ?Prineville Airport
-  4075 Aviation Blvd
-  Feature 1

300 ft



After recording, return to:
 John Eisler
 Crook County Counsel
 300 NE Third St.
 Prineville, OR 97754

Termination of Private Hangar Land Lease

THIS Termination of Private Hangar Land Lease (Termination) is dated December 7, 2021 (the "Effective Date"), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Wolfe Pack Properties, LLC, an Oregon limited liability company (Tenant).

RECITALS

- A. The City of Prineville and Tenant entered into that certain Private Hangar Land Lease (the "Lease") dated December 2, 2008 with respect to the real property recorded in the Crook County Official Records as document number 2009-232604.
- B. Notwithstanding the Lease reference to Prineville Airport Commission (the "Commission") as Lessor, Crook County is the Lessor as the fee title owner of the real property. The authority granted to the Commission by Crook County was repealed pursuant to Crook County Ordinance 249.
- C. Lessee is transferring ownership of the improvements and the new owner is entering into a lease with Landlord for the leased premises.
- D. Landlord and Tenant desire to record this Termination to put third parties on notice.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Termination.** Notwithstanding any provisions to the contrary, the aforementioned Lease is hereby terminated as of December 7, 2021. ✓
2. **Use of the Property.** Tenant's rights to access, use, and exclude others from the leased premises are extinguished concurrently with this Termination.
3. **Ownership of Improvements.** All improvements constructed or installed on the leased premises are not the property of Landlord, even though attached or affixed to the leased premises.

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4. General.

- a. This Termination must be construed in accordance with the laws of the State of Oregon.
- b. This Termination may be amended only by a written instrument by the parties hereto.
- c. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

IN WITNESS WHEREOF, the parties have executed this Termination effective as of the date first set forth above.

For Tenant

Wolfe Pack Properties, LLC

Howard H. Wolfe MGR MEM

By:

Its:

For Landlord

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

STATE OF OREGON)
) ss:

COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2021 by Seth Crawford in his capacity as Crook County Judge, and Jerry Brummer and Brian Barney in their capacities as Crook County Commissioners of Crook County, Oregon.

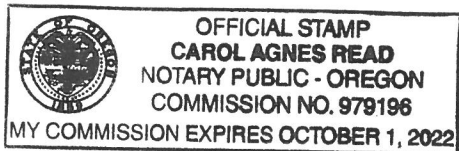
Notary Public for Oregon

STATE OF OREGON)

COUNTY OF Washington) ss:

This instrument was acknowledged before me on 12-7, 2021 by Howard H Wolfe as managing member of Wolfe Pack Properties, LLC.

Carol Agnes Read
Notary Public for Oregon



Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: December 6, 2021

RE: Jagi Pit Rock Crushing RFP
Our File No.: Road 337(A)

The Road Department recently requested bids to crush 25,000 tons of $\frac{3}{4}$ - 0 rock at the Jagi Pit, to be completed by May 31, 2022. The due date to submit bids was November 30, 2021.

The Road Department received two bids, as follows:

- 4-R Equipment - \$238,750
- Siegmund Excavation - \$173,750

Both Roadmaster O'Neal and I have reviewed the bid packages. Both bidders are responsive and responsible. The quote from Siegmund equates to \$6.95 per ton, which is an extremely competitive price. Roadmaster O'Neal recommends awarding the contract to Siegmund.

I thus recommend a motion to award the 2021-02 Rock Crushing at Jagi Pit contract to Siegmund Excavation and Construction as the lowest responsive, responsible bidder, and to sign the contract out of court following the bid protest period. The contract was available to the public as part of the RFP and will not be substantially altered. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, December 15, 2021 County Court Agenda as a DISCUSSION ITEM, for approval and signatures

Approved this ____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

PROPOSAL BOND

**Crook County Jagi Rock Crushing
Contract No.: 2021-02**

KNOW ALL MEN BY THESE PRESENTS, that North American Specialty and Surety Company of America

a surety company duly organized under the laws of the State of New Hampshire having its principal place of business at 5200 Metcalf OPN 111, Overland Park, KS 66202 in the State of Kansas, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Siegmund Excavation & Construction, Inc. (Bidder) is herewith submitting its proposal for the following work, to wit: **crushing 25,000 tons of ¾ - 0 rock at the Jagi Pit in Crook County, Oregon. Piles of Overburden that will be identified at the Pre-Construction Meeting shall be incorporated into the crush.** Aggregate will be used for the preservation and maintenance of Accepted County Roads.

All work is to be completed by **May 31, 2022**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this 22nd day of November, 2021.

SURETY

North American Specialty Insurance Company
(Surety Company)
Tracy Stewart
(Signature) Tracy Stewart, Attorney-in-Fact

PRINCIPAL

Siegmund Excavation & Construction, Inc.
(Principal (Bidder))
[Signature]
(Signature)

PROPOSAL BOND

**Crook County Jagi Rock Crushing
Contract No.: 2021-02**

KNOW ALL MEN BY THESE PRESENTS, that North American Specialty and Surety Company of America

a surety company duly organized under the laws of the State of New Hampshire having its principal place of business at 5200 Metcalf OPN 111, Overland Park, KS 66202 in the State of Kansas, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Siegmund Excavation & Construction, Inc. (Bidder) is herewith submitting its proposal for the following work, to wit: crushing 25,000 tons of ¾ - 0 rock at the Jagi Pit in Crook County, Oregon. Piles of Overburden that will be identified at the Pre-Construction Meeting shall be incorporated into the crush. Aggregate will be used for the preservation and maintenance of Accepted County Roads.

All work is to be completed by **May 31, 2022**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this 22nd day of November, 2021.

SURETY

North American Specialty Insurance Company
(Surety Company)
Tracy Stewart
(Signature) Tracy Stewart, Attorney-in-Fact

PRINCIPAL

Siegmund Excavation & Construction, Inc.
(Principal (Bidder))
[Signature]
(Signature)

BID SCHEDULE

CONTRACT NO. 2021-02

PROJECT TITLE: ROCK CRUSHING AT JAGI PIT 2021-02

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1.	¾ -) Rock	Tons	25,000	\$ <u>6.95</u>	\$ <u>173,750.00</u>

TOTAL AMOUNT OF BID \$ 173,750.00

In case of discrepancy between unit prices and totals, the unit price will prevail.

Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C, and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

*** Length and width of stockpile will be staked by Crook County Road Department ***

Name of Company SIEGMUND EXCAVATION + CONSTRUCTION Telephone: 503-769-6280
 Business Address 19052 FERN RIDGE RD STANTON, OR 97383
 Signature: [Signature] Print Name GIBSON KUENEI - CLO.
 Date: 11/29/2021

SECTION V

Bid Schedule Form

SUBMIT BID SCHEDULE WITH PROPOSAL DOCUMENTS



FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Rock Crushing @ Sage Pit

BID # 2021-02

BID CLOSING: Date: 11/30/21 Time: 2:00 Pm

This form must be submitted at the location specified in the invitation to bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) <u>Aggregate Resource Industries</u>	<u>\$ 38,750.00</u>	<u>Drumming / Blasting</u>
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): SEGUND EXCAVATION & CONSTRUCTION

Contact name: GESSON KUENZLE Phone no: 503-769-6280

- ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract, and
 - (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- (c) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
- (d) This subsection applies only to public improvement contracts ("projects") with a value established by the contracting agency of more than \$100,000.
 - (e) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.303 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following (below) form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency that accepts the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency is to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy of the contractor of the subcontractor disclosure.
 - (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
 - (5) A contractor may substitute a first tier subcontractor under the provisions of ORS 279C.386.
 - (6) A subcontractor may file a complaint under ORS 279C.560 based on the disclosure requirements of subsection (1) of this section.
- WH-179 (05-10-10)

IDENTIFICATION OF BIDDER(S) SURETIES

**Crook County Jagi Pitt Rock Crushing
Contract No.: 2021-02**

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

(Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name _____
PLEASE PRINT

at _____
(Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: _____

Name of Agent: _____ Agent's Ph: _____

Address: _____
(Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a _____ in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Court accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Court.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

(Bidder's Name)

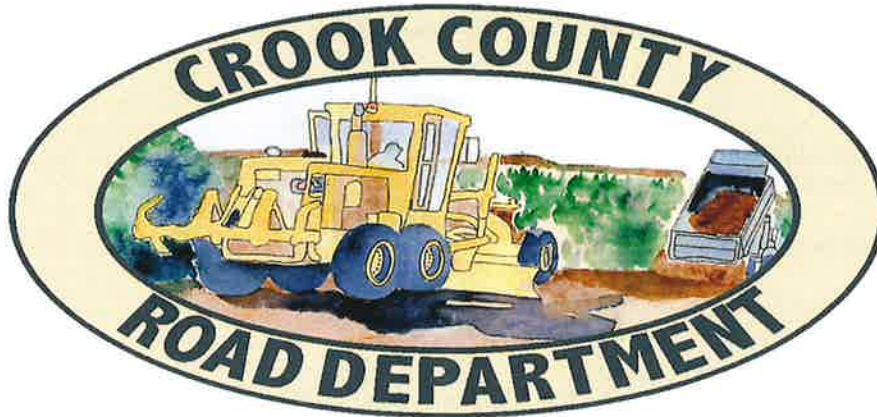
By _____

← **SIGN HERE**

(Typed or Printed Name, and Title of Signer)

_____, 20____
(Date)

BIDDER'S PROPOSAL



CROOK COUNTY ROAD DEPARTMENT
1306 N. MAIN STREET
PRINEVILLE, OREGON 97754

CONTRACT NO: 2021-02

PROJECT NAME: ROCK CRUSHING AT JAGI PIT

MANDATORY PRE-BID MEETING: 10:00 AM November 15, 2021

BID CLOSING: 2:00 PM November 30, 2021

BID OPENING: 3:00 PM November 30, 2021

AWARD DATE: 9:00 AM December 15, 2021

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BIDDERS CHECKLIST

Before sealing this proposal, have you:

1. Read and understood the "Non-collusion Certification"?
2. Read and understood the "Non-discrimination Certification"?
3. Completed the required information on the "Certification of Residency"?
4. Read and understood the "Tax Law Compliance Certification"?
5. Completed the required information on the "Contractor's Board Registration"?
6. Read and understood requirements for "Drug Testing Program"?
7. Completed the Bid Schedule according to subsection 00120.40?

8. Filled in the required information on pages 12-14 and **affixed proper signatures on page 11** according to subsection 00120.40?
9. Filled in and had **the Surety sign** the proposal bond, or included a cashier's check or a certified check according to subsection 00120.40?

Failure to complete and/or affix signatures as noted above will be cause for rejection of this proposal.

The "Performance Bond," "Payment Bond," and Construction Contract forms are included in the Appendix for INFORMATION ONLY.

Note: This bidder's checklist is provided for the bidder's convenience and does not waive any requirement of this RFP whether or not it is listed above. It is the responsibility of the bidder to comply with the RFP's requirements and any omission from the list above does not excuse any such non-compliance.

SECTION I

INFORMATION AND REQUIREMENTS

**Proposal Information / Requirements
Description of Work / Specifications**

Proposal Information and Requirements

**Crook County Jagi Rock Crushing
Contract No.: 2021-02**

TIME AND PLACE OF RECEIVING PROPOSALS

Sealed proposals for this project must be received by Crook County Administration Office by the deadline. Each bid shall be enclosed in a sealed envelope and hand-delivered to 203 NE Court Street, Prineville, OR 97754 or mailed to Crook County Courthouse, Administration Office, 300 NE 3rd Street, Prineville, OR 97754. **The bid must be received not later than 2:00 p.m. as determined by the clock located in the Administration office on or before Tuesday, November 30, 2021.** No bid received after that time will be opened or considered. *No electronic (via fax or email) submissions will be accepted.*

First Tier Subcontractor Disclosure will be required by **3:00 p.m., November 30, 2021**, at the Crook County Road Department, 1306 N Main Street, Prineville, OR 97754. The sealed proposals for the work described will be publicly opened and read at **3:00 p.m. Tuesday, November 30, 2021**, at the Crook County Road Department, 1306 N Main Street, Prineville, OR 97754. Apparent low bidder to be announced at that time.

The intended award will be announced during the County Court Meeting scheduled for **Wednesday, December 15, 2021, at 9:00 a.m.**, at 320 NE Court Street, Prineville, OR 97754, with the final execution of the contract to follow within seven (7) days thereafter.

MANDATORY PRE BID MEETING: Monday November 15, 2021 at 10:00 a.m. at the Jagi Pit Site. This Bid Packet includes map and directions. Jagi Pit is located in Crook County, Oregon, Township 18 S, Range 21 E, Sec. 24.

All envelopes must be sealed and plainly marked on the outside showing the name of the bidder, name of the project, contract number, and the word "BID."

Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check, irrevocable letter of credit per ORS 75.1020, or surety bond payable to "Crook County" in an amount of not less than ten percent (10%) of the amount of the bid.

COMPLETION TIME LIMIT

All work under the contract shall be completed by the fixed date of **May 31, 2022**. NOTE: No mining or crushing can take place at the Jagi Pit between November 1 and March 1.

CLASS OF PROJECT

This is a Crook County funded project. No Federal-Aid funds are involved.

ENGLISH UNIT PROJECT

Use appropriate English units only for measurements, submittals, shop drawings, calculations, materials certifications, delivery tickets, and all other documents submitted for work performed under this project.

WORKING HOUR RESTRICTIONS

Any and all construction operations will be conducted between the hours of 7:30 a.m. to 5:00 p.m. Monday – Friday. No work will be performed Saturdays, Sundays, or Legal Holidays. All blasting will be conducted between the hours of 8 a.m. and 5 p.m., Monday through Friday only.

Description of Work / Specifications

WORK TO BE PERFORMED

The work contemplated consists of crushing **approximately 25,000 TONS of ¾ - 0 Rock** at Jagi Pit, located on 10 Miles south on Camp Creek Road in Central Oregon. Aggregate will be used for the preservation and maintenance of Accepted County Roads. **Piles of overburden that will be described at the Pre-Construction Meeting shall be incorporated into the crush as fines.** All work must be completed by **May 31, 2022**. Jagi Pit is located in Crook County, Oregon, Township 18 S, Range 21 E, Sec. 24.

STANDARD SPECIFICATIONS APPLICABLE SPECIAL PROVISIONS AND SUPPLEMENTAL STANDARD SPECIFICATIONS

The Standard Specifications applicable to this project are the **2018** edition Volume 1 and 2 of the Oregon Department of Transportation Oregon Standard Specifications for Construction.

All number references in these special provisions refer to the Section or subsection of the Standard Specifications bearing like numbers and any applicable modifications to those sections or subsections contained herein in their entirety.

Copies of the "2018 Oregon Standard Specifications for Construction", Volume 1 and Volume 2 may be purchased from the Oregon Department of Transportation, Procurement Office, 455 Airport Road SE, Building K, Salem, OR 97301-5348 (telephone number 503-986-6936). The 2018 edition of the Oregon Standard Specifications for Construction is available on line at the following web address:

https://www.oregon.gov/odot/Business/Specs/2018_STANDARD_SPECIFICATIONS.pdf

Bidders are cautioned against basing their proposals on a booklet bearing any different description, date(s), or class project. Only bidding documents obtained directly from the Crook County Administration Office may be used to submit bids.

BID DOCUMENTS, SUPPLEMENTAL STANDARD SPECIFICATIONS

Complete bidding documents that include the Supplemental Standard Specifications may be obtained at no cost from the Crook County Road Department office at 1306 N. Main Street, Prineville, Oregon 97754, and/or by contacting Robert E. O'Neal, Road Master; Ph: (541) 447-4644; Cell: (541) 480-1365; email: bob.oneal@co.crook.or.us.

PLAN HOLDERS

Information pertaining to plan holder's list and bid results may be requested by contracting the Crook County Road Department at Ph: (541) 447-4644; Cell: (541) 480-1365; or by email: bob.oneal@co.crook.or.us.

PROJECT MANAGER – PROJECT INSPECTOR

Robert E. O'Neal, Road Master, Crook County Road Department, 1306 N. Main Street; Prineville, Oregon 97754; Ph: (541) 447-4644.

CONTRACTOR LICENSE / CONTRACTOR COMPLIANCE

Bidder, contractor, and/or subcontractor are required to be licensed with the Construction Contractor's Board or the bid will not be received or considered. The project does not require a contractor or subcontractor to be licensed under ORS 468A.720 for asbestos abatement. This project does not require a contractor to be licensed with the State Landscape Contractor's Board pursuant to ORS 279C.365(k).

MANDATORY PRE BID MEETING: Monday November 15, 2021 at 10:00 a.m. at the Jagi Pit Site.

This Bid Packet includes map and directions. Areas of work and excavation shall be identified at the Pre-Bid Meeting.

Limited Effect: Statements and other information from County employees and/or representatives at a pre bid meeting do not affect any change in the invitation to bid or the request for proposals, or the contracts that may arise from them. Changes in the invitation to bid or the request for proposals may be effected only by a written addendum issued by the County. The County may notify bidders or proposers of addenda by any method deemed appropriate to provide actual notice, including but not limited to: mail, telephone, email, or facsimile. Bidders and proposers may rely only upon the invitation to bid or the request for proposals, with any changes made by addendum, to establish all of the procurement requirements and all contract provisions other than those established by the bid or proposal.

All bidders must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All bidders shall be required to comply with ORS 656.017 regarding workers' compensation unless they meet the requirements for an exemption under ORS 656.126.

Pursuant to ORS 279C.505(2), Crook County's performance under a subsequent contract is conditioned upon the contractor's compliance and warranty that a Drug Testing Program shall be maintained for its employees.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interest of the County, to postpone the acceptance of bids received and the award of the contract for a period not to exceed thirty (30) days, or to reject any and all bids received and further advertise for bids.

Crook County may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may, for good cause, reject any and all bids upon a finding of the County that it is in the public interest to do so.

Crook County may at its sole discretion reject an individual bid or proposal from any contractor:

- a. When in the judgment of the County Court a previous good or service provided by the contractor performed to or for the county; or another public entity was of poor workmanship or inferior quality; or
- b. When in judgment of the County Court, the contractor failed to honor a warranty; or
- c. When a dispute regarding the terms and conditions of a previous contract with the county led to a monetary judgment being entered against the contractor; or
- d. When in the judgment of the County Court the County has previously been required to expend funds to remedy defects of the contractor's workmanship or failure to deliver all components of an agreed upon good or service.

The County shall not reject on the basis of one of the above criteria if an intervening change in ownership within a business shall have resulted in substantial change in the control of said business so that the underlying concern related to performance has been mitigated.

The County may reject a bid when the contractor or an employee of the contractor who will have a material role in delivering the good or service sought was previously engaged as an employee of the County and when such employment relationship ended in a manner which created ill will between the County and the employee.

The County may reject any bid when in the judgment of the County Court acceptance of such bid shall pose a security risk to the County or the public served by the County.

The County reserves the right to waive minor informalities in the bid proposal documents in its sole discretion

SECTION II

BIDDER'S PROPOSAL DOCUMENTS

**Proposal Statement
Proposal Bond
ID of Bidder(s) Sureties
First Tier Subcontractor Disclosure**

SUBMIT THESE PROPOSAL DOCUMENTS WITH BID

PROPOSAL STATEMENT

**Crook County Jagi Rock Crushing
Contract No.: 2021-02**

To the Crook County Court, Crook County, Oregon:

The undersigned, as bidder, declares that:

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal; and
- The only persons or parties interested in this proposal as principals are those named in this proposal; and
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted; and
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it; and
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (**see Section III**); and
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed, and or is familiar with and agrees to abide by the terms and provisions of Crook County Code, Chapter 3.12, as amended, relating to the Crook County Purchasing Rules and Procedures.
- The bidder possesses an unexpired certificate that the Oregon Department of Administrative Services issued under ORS 279A.167 if the bidder or proposer employs 50 or more full time workers and submitted a bid or proposal for the procurement with an estimated contract price that exceeds \$500,000 in response to an advertisement or solicitation form a state contracting agency.

The bidder also proposes and agrees that:

- If the Crook County Court accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County; and
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule" (**see Section V**) bound in this proposal; and

The bidder also certifies to the following:

A. Non-Collusion Certification: By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal; and
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by state or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

B. Non-Discrimination Certification - By signing this proposal, bidder certifies that:

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

C. Residency Certification: A "resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in this state. ORS 279A.120(1).

Complete the following:

1. Check one: Bidder is a X resident bidder _____ nonresident bidder.

2. If a **resident bidder**, enter your Oregon business address and email address:

18052 FEAR RIDGE RD STAYTON, OR 97383
KEBSON@SIEGMUND COMPANIES.COM

3. If a **nonresident bidder**, enter your home state business address and email address:

D. Tax Laws Compliance Certification - By signing this proposal, bidder certifies that:

- To the best of its knowledge, the bidder is not in violation of any Oregon tax laws.

E. Contractor's Board License Certification - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. 128312

Expiration Date 4/5/2022

F. Contractor's Certification of Drug Testing Program ORS 279C.505(2) - By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

G. Statement Regarding Certifications

- The bidder understands and acknowledges that the above representations are material and important, and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from the Crook County Court of the true facts relating to the submission of proposals for this project.

The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.

SEGMENT EXCAVATION + CONSTRUCTION
(Bidder's Name)

93-1002445
(Bidder's Federal Tax ID Number)

By [Signature]

← **SIGN HERE**

GIBSON KUENKE - CHIEF CONSTRUCTION OFFICER
(Typed or Printed Name and Title of Signer)

11/29, 2021
(Date)

PROPOSAL BOND

**Crook County Jagi Rock Crushing
Contract No.: 2021-02**

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ a surety company duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas _____ (Bidder) is herewith submitting its proposal for the following work, to wit: crushing 25,000 tons of ¾ - 0 rock at the Jagi Pit in Crook County, Oregon. **Piles of Overburden that will be identified at the Pre-Construction Meeting shall be incorporated into the crush.** Aggregate will be used for the preservation and maintenance of Accepted County Roads.

All work is to be completed by **May 31, 2022**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this _____ day of _____, 20____.

SURETY

PRINCIPAL

(Surety Company)

(Principal (Bidder))

(Signature)

(Signature)



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Corporation Division

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Business Entity Data

12-06-2021

08:42

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
159992-87	DBC	ACT	OREGON	06-05-1989	06-05-2022	
Entity Name	SIEGMUND EXCAVATION & CONSTRUCTION, INC.					
Foreign Name						

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS					
Addr 1	18052 FERN RIDGE RD SE						
Addr 2							
CSZ	STAYTON	OR	97383		Country	UNITED STATES OF AMERICA	

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		Start Date	05-16-2008	Resign Date	
Name	ANDREW	L	SIEGMUND				
Addr 1	18052 FERN RIDGE RD SE						
Addr 2							
CSZ	STAYTON	OR	97383		Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS					
Addr 1	PO BOX 840						
Addr 2							
CSZ	STAYTON	OR	97383		Country	UNITED STATES OF AMERICA	

Type	PRE	PRESIDENT			Resign Date	
Name	ANDREW	L	SIEGMUND			
Addr 1	18052 FERN RIDGE RD SE					
Addr 2						
CSZ	STAYTON	OR	97383		Country	UNITED STATES OF AMERICA

Type	SEC	SECRETARY			Resign Date	
Name	ANDREW	L	SIEGMUND			
Addr 1	18052 FERN RIDGE RD SE					
Addr 2						







CSZ	STAYTON	OR	97383		Country	UNITED STATES OF AMERICA
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Business Entity Name	Name Type	Name Status	Start Date	End Date
SIEGMUND EXCAVATION & CONSTRUCTION, INC.	EN	CUR	06-05-1989	

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Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	04-27-2021		FI		
	AMENDED ANNUAL REPORT	05-27-2020		FI		
	REINSTATEMENT AMENDED	08-01-2019		FI		
	ADMINISTRATIVE DISSOLUTION	08-01-2019		SYS		
	AMENDED ANNUAL REPORT	05-03-2018		FI		
	ANNUAL REPORT	05-12-2017		FI		
	AMENDED ANNUAL REPORT	05-04-2016		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	01-20-2016		FI		
	ANNUAL REPORT	05-07-2015		FI		
	ANNUAL REPORT	07-10-2014		FI		
	ANNUAL REPORT	05-09-2013		FI		
	ANNUAL REPORT	05-09-2012		FI		
	ANNUAL REPORT	05-11-2011		FI		
	ANNUAL REPORT	05-21-2010		FI		
	ANNUAL REPORT	05-22-2009		FI		
	CHANGE OF REGISTERED AGENT/ADDRESS	05-16-2008		FI	Agent	
	ANNUAL REPORT	05-16-2008		FI		
	ANNUAL REPORT	05-17-2007		FI		
	ANNUAL REPORT	07-13-2006		FI		
	ANNUAL REPORT PAYMENT	06-07-2005		SYS		
	ANNUAL REPORT PAYMENT	05-19-2004		SYS		
	ANNUAL REPORT PAYMENT	06-24-2003		SYS		

	ANNUAL REPORT PAYMENT	05-13-2002		SYS		
	ANNUAL REPORT PAYMENT	05-11-2001		SYS		
	STRAIGHT RENEWAL	05-18-2000		FI		
	CHANGED RENEWAL	05-10-1999		FI		
	STRAIGHT RENEWAL	05-03-1999		FI		
	STRAIGHT RENEWAL	05-13-1998		FI		
	CHANGED RENEWAL	05-13-1998		FI		
	STRAIGHT RENEWAL	04-23-1997		FI		
	AMENDED RENEWAL	06-12-1996		FI		
	STRAIGHT RENEWAL	05-16-1995		FI		
	STRAIGHT RENEWAL	05-04-1994		FI		
	STRAIGHT RENEWAL	05-12-1993		FI		
	STRAIGHT RENEWAL	05-05-1992		FI		
	STRAIGHT RENEWAL	05-17-1991		FI		
	AMENDED RENEWAL	06-13-1990		FI		
	NEW FILING	06-05-1989		FI		

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CCB License Summary:

SIEGMUND EXCAVATION & CONSTRUCTION INC

About this Business

License #: 128312
 Status: Active
 First Licensed: 3/26/1998

[Learn more about this business](#)

Unpaid Debt (Covers past 10 years)

Unpaid Claims [?] \$0.00
 Unpaid Civil Penalties [?] \$0.00

Complaint History (Covers past 10 years)

Any complaints (claims) filed against this contractor? **No**

Disciplinary History (Covers past 10 years)

Any civil penalties or other sanctions (license suspensions)? **No**

Administrative Suspensions (Covers past 10 years)

Has the CCB ever suspended this contractor for lack of bond/insurance? **No**

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CCB License Summary:

4 R EQUIPMENT LLC

About this Business

License #: 135060 (See also : [4547](#) [182450](#))

Status: Active

First Licensed: 4/28/1999

[Learn more about this business](#)

Unpaid Debt (Covers past 10 years)

Unpaid Claims [?](#) \$0.00

Unpaid Civil Penalties [?](#) \$0.00

Complaint History (Covers past 10 years)

Any complaints (claims) filed against this contractor? **No**

Disciplinary History (Covers past 10 years)

Any civil penalties or other sanctions (license suspensions)? **No**

Administrative Suspensions (Covers past 10 years)

Has the CCB ever suspended this contractor for lack of bond/insurance? **No**

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Business Entity Data

12-06-2021

08:37

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
492654-81	DLLC	ACT	OREGON	12-26-1995	12-26-2022	
Entity Name	4-R EQUIPMENT, LLC					
Foreign Name						

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	1675 NW PERSHALL WAY					
Addr 2						
CSZ	REDMOND	OR	97756	Country	UNITED STATES OF AMERICA	

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		Start Date	10-29-2018	Resign Date	
Of Record	1137535-94	BRUX LAW SERVICE COMPANY LLC					
Addr 1	C/O KYLE D WUEPPER						
Addr 2	15 SW COLORADO AVE STE 3						
CSZ	BEND	OR	97702	Country	UNITED STATES OF AMERICA		

Type	MAL	MAILING ADDRESS					
Addr 1	C/O KYLE D WUEPPER						
Addr 2	15 SW COLORADO AVE STE 3						
CSZ	BEND	OR	97702	Country	UNITED STATES OF AMERICA		

Type	MEM	MEMBER				Resign Date	
Name	RONALD		ROBINSON	JR			
Addr 1	PO BOX 1669						
Addr 2							
CSZ	REDMOND	OR	97756	Country	UNITED STATES OF AMERICA		

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Name History










Business Entity Name	Name Type	Name Status	Start Date	End Date
4-R EQUIPMENT, LLC	EN	CUR	09-06-2006	
4-R EQUIPMENT LLC	EN	PRE	01-05-1996	09-06-2006
ROBINSON & ROBINSON ENTERPRISES LLC	EN	PRE	12-26-1995	01-05-1996




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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	11-23-2021		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	11-01-2021		FI		
	AMENDED ANNUAL REPORT	12-16-2020		FI		
	AMENDED ANNUAL REPORT	12-11-2019		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	04-17-2019		FI		
	AMENDED ANNUAL REPORT	11-26-2018		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	10-29-2018		FI	Agent	
	ANNUAL REPORT PAYMENT	11-27-2017		SYS		
	ANNUAL REPORT PAYMENT	11-28-2016		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	04-13-2016		FI		
	ANNUAL REPORT PAYMENT	11-25-2015		SYS		
	ANNUAL REPORT PAYMENT	12-08-2014		SYS		
	ANNUAL REPORT PAYMENT	11-29-2013		SYS		
	ANNUAL REPORT PAYMENT	12-11-2012		SYS		
	ANNUAL REPORT PAYMENT	11-28-2011		SYS		
	ANNUAL REPORT PAYMENT	12-14-2010		SYS		
	ANNUAL REPORT PAYMENT	11-30-2009		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	08-19-2009		FI		
	ANNUAL REPORT PAYMENT	12-12-2008		SYS		

	ANNUAL REPORT	12-26-2007		FI		
	ANNUAL REPORT	12-26-2006		FI		
	CHANGE OF REGISTERED AGENT/ADDRESS	09-06-2006		FI	Agent	
	ARTICLES OF AMENDMENT	09-06-2006		FI	Name	
	ANNUAL REPORT	12-02-2005		FI		
	ANNUAL REPORT	12-17-2004		FI		
	ANNUAL REPORT	12-26-2003		FI		
	ANNUAL REPORT	12-19-2002		FI		
	ANNUAL REPORT	12-17-2001		FI		
	STRAIGHT RENEWAL	12-19-2000		FI		
	STRAIGHT RENEWAL	12-28-1999		FI		
	CHANGED RENEWAL	12-02-1998		FI		
	STRAIGHT RENEWAL	11-19-1998		FI		
	STRAIGHT RENEWAL	01-05-1998		FI		
	CHANGED RENEWAL	01-05-1998		FI		
	AMENDED RENEWAL	01-31-1997		FI		
	ENTITY NAME CHANGE	01-05-1996		FI		
	NEW FILING	12-26-1995		FI		

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PROPOSAL BOND

**Crook County Jagi Rock Crushing
Contract No.: 2021-02**

KNOW ALL MEN BY THESE PRESENTS, that TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
a surety company duly organized under the laws of the State of CONNECTICUT having its principal
place of business at ONE TOWER SQUARE-2SHS HARTFORD, CT 06183
in the State of CONNECTICUT, and authorized to do business in the State of Oregon, is held and firmly
bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work
hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs,
executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas 4R EQUIPMENT LLC (Bidder) is herewith
submitting its proposal for the following work, to wit: crushing 25,000 tons of ¾ - 0 rock at the Jagi Pit in Crook
County, Oregon. **Piles of Overburden that will be identified at the Pre-Construction Meeting shall be
incorporated into the crush.** Aggregate will be used for the preservation and maintenance of Accepted
County Roads.

All work is to be completed by **May 31, 2022**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the
contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract
and furnishes bond and insurance as required by the County within the time fixed by the County, then this
obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or
affected by any extension of time within which the County may accept the bid or the required submittals, and
Surety waives notice of any such extensions.

Signed and sealed this 17th day of NOVEMBER, 2021.

SURETY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety Company)



(Signature) ROBIN BAIRD, ATTORNEY-IN-FACT

PRINCIPAL

4R EQUIPMENT LLC

(Principal (Bidder))



(Signature)

SECTION II

BIDDER'S PROPOSAL DOCUMENTS

**Proposal Statement
Proposal Bond
ID of Bidder(s) Sureties
First Tier Subcontractor Disclosure**

SUBMIT THESE PROPOSAL DOCUMENTS WITH BID

PROPOSAL STATEMENT

**Crook County Jagi Rock Crushing
Contract No.: 2021-02**

To the Crook County Court, Crook County, Oregon:

The undersigned, as bidder, declares that:

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal; and
- The only persons or parties interested in this proposal as principals are those named in this proposal; and
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted; and
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it; and
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (*see Section III*); and
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed, and or is familiar with and agrees to abide by the terms and provisions of Crook County Code, Chapter 3.12, as amended, relating to the Crook County Purchasing Rules and Procedures.
- The bidder possesses an unexpired certificate that the Oregon Department of Administrative Services issued under ORS 279A.167 if the bidder or proposer employs 50 or more full time workers and submitted a bid or proposal for the procurement with an estimated contract price that exceeds \$500,000 in response to an advertisement or solicitation form a state contracting agency.

The bidder also proposes and agrees that:

- If the Crook County Court accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County; and
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule" (*see Section V*) bound in this proposal; and

The bidder also certifies to the following:

A. Non-Collusion Certification: By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal; and
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by state or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

B. Non-Discrimination Certification - By signing this proposal, bidder certifies that:

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

C. Residency Certification: A "resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in this state. ORS 279A.120(1).

Complete the following:

1. Check one: Bidder is a resident bidder nonresident bidder.
2. If a **resident bidder**, enter your Oregon business address and email address:

1675 NW Pershall Way	Redmond, OR 97756
PO Box 1669	Redmond, OR 97756
ryan@4r equipment.com	
3. If a **nonresident bidder**, enter your home state business address and email address:

D. Tax Laws Compliance Certification - By signing this proposal, bidder certifies that:

- To the best of its knowledge, the bidder is not in violation of any Oregon tax laws.

E. Contractor's Board License Certification - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. 135060 Expiration Date 4/28/2023

F. Contractor's Certification of Drug Testing Program ORS 279C.505(2) - By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

G. Statement Regarding Certifications

- The bidder understands and acknowledges that the above representations are material and important, and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from the Crook County Court of the true facts relating to the submission of proposals for this project.

The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.

4-R Equipment, LLC
(Bidder's Name)

93-1100544
(Bidder's Federal Tax ID Number)

By 

← **SIGN HERE**

Ryan Clark, President
(Typed or Printed Name and Title of Signer)

11-30, 2021
(Date)

IDENTIFICATION OF BIDDER(S) SURETIES

**Crook County Jagi Pitt Rock Crushing
Contract No.: 2021-02**

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

a Limited Liability Company
(Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name 4-R Equipment, LLC
PLEASE PRINT

at PO Box 1669 Redmond OR 97756 541-382-8182
(Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Name of Agent: KEITH YAM Agent's Ph: 541-741-0550

Address: ONE TOWER SQUARE-2SHS HARTFORD, CT 06183
(Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a Proposal Bond in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Court accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Court.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

4-R Equipment, LLC
(Bidder's Name)

By [Signature]
Ryan Clark, President
(Typed or Printed Name, and Title of Signer)

← **SIGN HERE**
11-30, 2021
(Date)



FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Crook County Jagi Rock Crushing
BID #: 2021-02
BID CLOSING: Date: 11/30/21 Time: 2:00PM

This form must be submitted at the location specified in the invitation to bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS, IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) <u>Timber Supply Explosives, Inc.</u>	<u>\$ 50,000.00</u>	<u>Blasting</u>
(2) <u>Harding & Daughters, Inc.</u>	<u>\$ 50,000.00</u>	<u>Drilling</u>
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): H-R Equipment, LLC

Contact name: Ryan Clark Phone no.: (541) 390-7837

- ORS 273C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract, and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$75,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- (c) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
- (d) This subsection applies only to public improvement contracts ("projects") with a value established by the contracting agency of more than \$700,000.
- (e) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 273C.333 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following format:
 - (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency that accepts the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy of the completion of the subcontractor disclosure.
 - (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
 - (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 273C.370.
 - (6) A subcontractor may file a complaint under ORS 273C.550 based on the disclosure requirements of subsection (1) of this section.

SECTION V

Bid Schedule Form

SUBMIT BID SCHEDULE WITH PROPOSAL DOCUMENTS

BID SCHEDULE

CONTRACT NO. 2021-02

PROJECT TITLE: ROCK CRUSHING AT JAGI PIT 2021-02

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1.	¾ -) Rock	Tons	25,000	\$ <u>9.95</u>	\$ <u>248,750.00</u>

TOTAL AMOUNT OF BID \$ 248,750.00

In case of discrepancy between unit prices and totals, the unit price will prevail.

Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C, and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

*** Length and width of stockpile will be staked by Crook County Road Department ***

Name of Company 4-R Equipment, LLC Telephone: 541-382-8182

Business Address PO Box 1669, Redmond, OR 97756

Signature:  Print Name Ryan Clark

Date: 11-30-21

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: December 2, 2021

RE: Authorizing Issuance of GO Bonds for Justice Center/Courthouse
Our File No.: Ct. Contracts 281(B)

Enclosed is Order 2021-60 (the "Order"), authorizing the issuance, sale, and delivery of general obligation bonds. Question 7-74 in Crook County's November 2, 2021 election presented this question to the voters. It was approved 2 to 1. This Order authorizes the County to issue up to \$35 million—in one or more series—of general obligation bonds with a maturity of 25 years. The Order also designates the County Judge and Commissioners as authorized representatives to act on behalf of the County. The bonds will be secured by the full faith of credit and taxing power of the County. These bonds may be issued as tax-exempt bonds, provided the County complies with the requirements of section 7.

There are a handful of other important features of this Order. The County is to establish and maintain two accounts: one for debt service and one for the project fund. The Order affirms Hawkins Delafield & Wood LLP as bond counsel and D.A. Davidson & Co. as underwriter or placement agent. "Default" under the Order is defined as failure by the County to pay what is due on the bonds, failure to observe or perform any covenant of the bonds, or if the County is judged insolvent. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, December 15, 2021 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.

**BEFORE THE CROOK COUNTY COURT
FOR CROOK COUNTY, OREGON**

**IN THE MATTER OF AUTHORIZING *
THE ISSUANCE, SALE AND DELIVERY *
OF GENERAL OBLIGATION BONDS; *
DESIGNATING AN AUTHORIZED
REPRESENTATIVE; DELEGATING THE
NEGOTIATION AND APPROVAL OF
FINANCIAL DOCUMENTS AND
RELATED MATTERS.**

ORDER 2021-60

WHEREAS, Crook County Court (the “Court”) of Crook County, Oregon (the “County”) is authorized pursuant to the Oregon Constitution, Oregon Revised Statutes (“ORS”) Section 287A.100 and the other relevant provisions of ORS Chapter 287A to issue general obligation bonds to finance capital costs; and

WHEREAS, the issuance of the bonds will not result in the County exceeding the debt limit in ORS Section 287A.100(2) which states that “[u]nless the county charter provides a lesser limitation, a county may not issue or have outstanding at the time of issuance general obligation bonds in a principal amount that exceeds two percent of the real market value of the taxable property in the county, calculated as provided in ORS 308.207”; and

WHEREAS, on August 4, 2021, the County adopted Order No. 2021-43 authorizing submission to the voters of the County at a measure election on November 2, 2021, the question of contracting a general obligation bonded indebtedness in an amount not to exceed \$35,000,000 to finance capital costs as set forth in the notice of bond election; and

WHEREAS, the election was duly and legally held on November 2, 2021 and the elections officer of the County delivered the abstract of votes indicating that the issuance of the general obligation bonds was approved no later than twenty (20) days after the date of the election; and

WHEREAS, the County adopts this order to provide the terms under which the general obligation bonds will be sold and issued.

NOW, THEREFORE, BE IT RESOLVED BY THE CROOK COUNTY COURT OF CROOK COUNTY, OREGON, as follows:

SECTION 1. BONDS AUTHORIZED

The County hereby authorizes the issuance of general obligation bonds (the “Bonds”) in an aggregate principal amount not to exceed \$35,000,000 to finance the projects set forth in the ballot title for the Bonds.

The Bonds may be issued in one or more series and shall mature within twenty-five (25) years from their date of issue. The remaining terms of the Bonds shall be established as provided in Section 8 hereof.

SECTION 2. DESIGNATION OF AUTHORIZED REPRESENTATIVES

The Court designates the County Judge and Commissioners (each an “Authorized Representative”) or a designee of an Authorized Representative to act on behalf of the County as specified in Section 8 hereof.

SECTION 3. SECURITY

Pursuant to ORS 287A.315, the County hereby pledges its full faith and credit and taxing power to pay the Bonds. The County hereby covenants for the benefit of the Owners to levy annually, as necessary, a direct ad valorem tax upon all of the taxable property within the County which is sufficient, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes, to pay all Bond principal and interest when due. This tax shall be in addition to all other taxes of the County, and this tax shall not be limited in rate, amount or otherwise, by Sections 11 or 11b of Article XI of the Oregon Constitution.

SECTION 4. FORM OF BONDS

The Bonds shall be issued in substantially the form as approved by the Authorized Representative. The Bonds may be printed or typewritten, and may be issued as one or more temporary Bonds which shall be exchangeable for definitive Bonds when definitive Bonds are available.

SECTION 5. EXECUTION OF BONDS

The Bonds shall be executed on behalf of the County with the manual or facsimile signature of an Authorized Representative of the County.

SECTION 6. REDEMPTION

The Bonds may be subject to optional redemption or mandatory redemption prior to maturity as determined under Section 8 hereof.

SECTION 7. TAX-EXEMPT STATUS

If any portion of the Bonds are issued as Tax-Exempt Bonds, the County covenants to use the portion of those proceeds of the Bonds, and the facilities financed with the Bonds, and to otherwise comply with the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), so that interest paid on the Bonds will not be includable in gross income of the Owners for federal income tax purposes. The County specifically covenants:

- a. to comply with the “arbitrage” provisions of Section 148 of the Code, and to pay any rebates to the United States on the gross proceeds of the Bonds; and
- b. to operate the facilities financed with the proceeds of the Bonds so that the Bonds are not “private activity bonds” under Section 141 of the Code; and
- c. comply with all reporting requirements.

The Authorized Representative may enter into covenants on behalf of the County to protect the tax-exempt status of the Bonds.

SECTION 8. DELEGATION FOR ESTABLISHMENT OF TERMS AND SALE OF THE BONDS

The Authorized Representative is hereby authorized, on behalf of the County without further action of the Court (and such actions of the Authorized Representative, if taken prior to the adoption of this order, are hereby affirmed and authorized), to:

- a. establish the payment dates, principal amounts, interest rates, redemption provisions and all other terms of the Bonds and sell the Bonds in one or more series;
- b. publish a notice of sale, receive bids and award the sale of Bonds to the bidder complying with the notice and offering the most favorable terms to the County, or select one or more underwriters, commercial banks or other lenders and negotiate the sale of any series with those underwriters, commercial banks or lenders;
- c. enter into covenants regarding the use of the proceeds of the Bonds and the projects financed with the proceeds of the Bonds;
- d. appoint a registrar and paying agent for the Bonds and other service providers for the Bonds;
- e. approve of and authorize the distribution of the preliminary and final official statements for the Bonds;
- f. Apply for ratings for the Bonds, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancements for the Bonds, enter into agreements with the providers of credit enhancement, and execute and deliver related documents;
- g. approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12);
- h. approve, execute and deliver the Bond closing documents and certificates;
- i. determine if the Bonds shall be issued as federally tax-exempt or taxable obligations and whether to designate the Bonds as “qualified tax-exempt obligation” pursuant to Section 265(b)(3)(B) of the Code;
- j. make any clarifying changes or additional covenants not inconsistent with this Order; and
- k. execute and deliver a certificate specifying the action taken by the Authorized Representative pursuant to this Section 8 and take any other actions and execute any other certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Bonds in accordance with this Order.

SECTION 9. DEFAULT AND REMEDIES.

The occurrence of one or more of the following shall constitute an Event of Default under this Order and the Bonds:

- a. Failure by the County to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

b. Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed for the benefit of Owners of Bonds, for a period of sixty (60) days after written notice to the County by the Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding specifying such failure and requesting that it be remedied; provided however, that if the failure stated in the notice cannot be corrected within such sixty (60) day period, it shall not constitute an Event of Default so long as corrective action is instituted by the County within the sixty (60) day period and diligently pursued, and the default is corrected as promptly as practicable after the written notice referred to in this paragraph; or,

c. The County is adjudged insolvent by a court of competent jurisdiction, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, or consents to the appointment of a receiver for the payments.

The Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding may waive any Event of Default and its consequences, except an Event of Default as described in (a) of this Section.

Upon the occurrence and continuance of any Event of Default hereunder the Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding may take whatever action may appear necessary or desirable to enforce or to protect any of the rights of the Owners of Bonds, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Order or the Bonds or in aid of the exercise of any power granted in this Order or in the Bonds or for the enforcement of any other legal or equitable right vested in the Owners of Bonds by the Order or the Bonds or by law. However, the Bonds shall not be subject to acceleration.

No remedy in this Order conferred upon or reserved to Owners of Bonds is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Order or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Owners of Bonds to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by this Order or by law.

SECTION 10. DEFEASANCE

The County may defease the Bonds by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Bonds to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Bonds until their maturity date or any earlier redemption date. Bonds which have been defeased pursuant to this Section shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Order except the right to receive payment from such special escrow account.

SECTION 11. ESTABLISHMENT OF FUNDS AND ACCOUNTS

The following funds and accounts shall be created and continually maintained, except as otherwise provided, so long as the Bonds remain unpaid.

a. Debt Service Account. The County shall maintain the debt service account in the County's debt service fund for the payment of principal, premium, if any, and interest on the Bonds as they become

due. All accrued interest, if any, and all taxes levied and other moneys available for the payment of the Bonds shall be deposited to the debt service account.

b. Project Fund. The County shall maintain the project fund into which the proceeds of the Bonds shall be deposited, for the purpose of accounting for and paying all costs of the projects and the costs related to the preparation, authorization, issuance, and sale of the Bonds. Any interest earnings on moneys invested from the project fund shall be retained in the project fund. The County's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into the project fund to assure the completion of the projects.

Upon completion of the projects and upon payment in full of all costs related thereto, any balance remaining in the project fund shall be deposited to the Debt Service Account for payment of debt service.

SECTION 12. PROFESSIONALS

The County hereby affirms Hawkins Delafield & Wood LLP as bond counsel for the issuance of the Bonds and D.A. Davidson & Co., as underwriter or placement agent.

SECTION 13. ORDER TO CONSTITUTE CONTRACT

In consideration of the purchase and acceptance of any or all of the Bonds by those who shall own the Bonds from time to time (the "Owners"), the provisions of this Order shall be part of the contract of the County with the Owners and shall be deemed to be and shall constitute a contract between the County and the Owners. The covenants, pledges, representations and warranties contained in this Order or in the closing documents executed in connection with the Bonds, including without limitation the County's covenants and pledges contained in Section 3 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Bonds over any other thereof, except as expressly provided in or pursuant to this Order.

This Order shall be effective upon its approval and adoption.

Adopted this 15th day of December, 2021.

Signed this 15th day of December, 2021.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___