

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, December 8, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Contract Extension for Rock Crushing – 4R Equipment L.L.C.
 - c. Columbia Development Authority Invoice
 - d. **Amendment 6 to the 2021 Oregon Health Authority Intergovernmental Agreement #166052 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services**
 - e. **2022 OHA IGA #173145 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services**
5. **Business Items**
 - a. Planning Commission Appointment Requests (Tamra Mabbott, Planning Director)
 - b. Working Out-of-Classification Request (Lindsay Grogan, Human Resources Director)
 - c. **Courthouse Feasibility Study Final Report by DLR Group (Darrell Green, Administrator)**
 - d. Command Team Update
 - e. Building Projects Update
6. **Department Reports**
 - a. Planning Department Monthly Report (Tamra Mabbott)
 - b. Treasurer's Monthly Report (Jaylene Papineau)
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing
10. **Sign documents**
11. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under "Upcoming Events"). Meeting Packets are also available the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutcher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This

meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom Meeting Information

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4b

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Matt Scrivner
Department: Public Works
Short Title of Agenda Item: Contract extension with 4R Equipment LLC
(No acronyms please)

Date submitted to reviewers: 12/2/2021
Requested Agenda Date: 12/8/2021

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: 4R Equipment LLC
Contractor/Entity Address: PO Box 7527 Bend, Oregon 97708
Effective Dates - From: December 8, 2021 Through: November 15, 2023
Total Contract Amount: Depends on road budget and needs Budget Line: 202-220-5-20-3440
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Matt Scrivner 12/2/2021 Department Director Required for all BOC meetings
[Signature] 12/10/21 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

4R Equipment LLC has been under contract with Morrow County for rock crushing services. The previous five year contract was set to expire and 4R asked if there was any extension possibilities to the contract. Public works asked legal counsel and after review it was determined that there was an option to extend the contract, but no option of changing the fee schedule. 4R agreed to a two year extension to the contract with no change in fee schedule and public works agrees that extending the rock crushing contract with 4R would be a good decision.

2. FISCAL IMPACT:

Rock crushing is budgeted in 202-220-5-20-3440 (contract services & crushing) each budget year based on gravel road needs and paved road chip seal projects

3. SUGGESTED ACTION(S)/MOTION(S):

suggested motion to approved contract extension with 4R Equipment LLC until November 15th 2023.

Attach additional background documentation as needed.

1 MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

2
3 Extension of Contract Agreement
4
5
6

7 This Extension of Contract is between Morrow County, a political subdivision of the State of Oregon,
8 hereafter called County, and 4R Equipment L.L.C., hereafter called Contractor. County's Contract
9 Administrator for this contract is Matt Scrivner, Public Works Director.
10

11 THIS EXTENSION OF CONTRACT ("Extension") is made this 7th day of December, 2021, for the purpose
12 of extending the contract known as Morrow County Personal/Professional Services Contract Rock Crushing
13 dated November 16, 2016, ("Original Contract") between Contractor and Morrow County (the "Parties").
14

- 15 1. The Original Contract, which is attached hereto as a part of this Extension- Morrow County
16 Personal/Professional Services Contract Rock Crushing (Exhibit A)
17
18 2. The Parties agree to extend the Original Contract for an additional period. The contract shall terminate
19 on November 15, 2023, unless earlier terminated or extended.
20
21 3. This Extension binds and benefits both Parties and any successors or assigns. This document,
22 including the attached Original Contract, is the entire agreement between the Parties.
23

24 All other terms and conditions of the Original Contract remain unchanged.
25
26

27 CONTRACTOR

28
29 By: Bob

30
31 Title: President

Date: 12-7-21

32
33
34
35 COUNTY
36 MORROW COUNTY BOARD OF COMMISSIONERS
37

38 Date: _____
39
40

41
42 _____
43 Don Russell, Chair
44

45
46 _____
47 Jim Doherty, Commissioner
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49
50 APPROVED AS TO FORM
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52 _____
53 County Counsel
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Melissa Lindsay, Commissioner

Exhibit A - 1

MORROW COUNTY MATERIALS AND PERSONAL/PROFESSIONAL SERVICES CONTRACT ROCK CRUSHING

THIS AGREEMENT, made as of the 16th DAY OF NOVEMBER, 2016 by and between Morrow County, a political subdivision of the State of Oregon, (County) and 4R Equipment L.L.C. (Contractor). County's Contract Administrator for this contract is Burke O'Brien, Public Works Director.

2016 -

NOW THEREFORE, the parties are agreed as follows:

1. Effective Date and Duration.

This contract shall become effective on the date this Contract has been signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire after five years from the effective date of this contract. This contract does include the option for renewal. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

2. Statement of Work.

The parties are agreed upon the following terms and conditions: Contractor will perform gravel crushing services, as herein described:

SPECIFICATION OF MATERIALS

- a) Contractor shall provide the following amounts in the specified estimated amount with costs to provide the County: See Attached Bid Documents.
- b) Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.
- c) Contractor shall supply and operate under the sole action of the contractor and will be responsible for any and all fines, fees and penalties associated with the mining of materials. Any fees and citations due to unsafe practices will be paid by contractor. Abide by all rules and regulations.
- d) Any injuries incurred by, or caused by, contractor are the sole responsibility of contractor. Contractor shall indemnify and hold County harmless for any and all injuries resulting from contractor carrying out the terms of the contract.
- e) All labor, materials and equipment required in the drilling and blasting of the rock quarry site shall be furnished solely by Contractor.
- f) Contractor shall be fully and solely responsible for any damage or loss to any person or property, of any kind or nature whatsoever, arising by reason of drilling and blasting operation, and shall indemnify and hold County harmless therefrom; Contractor shall provide to County proof of insurance coverage protection in the amount of One Million Dollars (\$1,000,000), against such loss or damage upon execution of this contract.
- g) All acts required of Contractor to be performed pursuant to this agreement, shall be performed in the exercise of Contractor's sole discretion and professional judgement. Contractor shall establish the times the work is to be performed; so long as there results no unreasonable interference with County's work.

Exhibit A - 2

- h) The contractor shall be given notice and begin project within fourteen (14) calendar days from notice to proceed at quarry pits or road construction projects. However, the Contractor may be called to do emergency drilling and blasting due to nature caused situations. The Contractor will be reimbursed actual move in and move out cost plus drilling and blasting cost for such incidents.
- i) Prior to commencement of the drilling and blasting, Contractor shall provide to County a certificate of proof certifying that Contractor is maintaining Workman's Compensation coverage on any and all of Contractor's employees, if any.
- j) In the event suit or action is brought to enforce the terms and provisions of this Agreement, or any of them, the prevailing party shall be entitled to an award of its costs and reasonable attorney's fees at trial, or upon any appeal therefrom.
- k) Contractor shall comply with ORS Chapter 279, wage and hour requirements, as applicable.

3. Payment

- a) Payment for each project will be made in full within thirty (30) days of production or delivery and submission of an itemized invoice by Contractor, to County. The itemized invoice shall include number of tons, price per ton, and an explanation of any other cost incurred during production of material. Prices are controlled by the bid documents attached as Exhibit "A".
- b) In the event County is unable to perform its obligations hereunder by reason of inability to obtain funds through the budgetary process, then this agreement shall be terminated, and shall be of no further force or effect, and shall not be binding upon either party. Contractor shall be notified in writing that this agreement is terminated, all delivery will cease.
- c) The Parties acknowledge that the County reserves the right to retain ten percent (10%) of total payment until they are satisfied work is completed as per contract requirements, and not in lieu of any other remedy available to County in the ordinary course of the law.

4. Contract Documents.

This contract consists of this Contract with all attached exhibits. All attached Exhibits are hereby incorporated by reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

- a) Contractor shall perform required Work as an independent contractor. Although County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b) If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this

Exhibit A - 3

Contract. Contractor is not an "officer", "employee", or "agent" of County, as those terms is used in ORS 30.265.

- c) Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors and Assigns.

- a) Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b) The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. No Third Party Beneficiaries.

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized

- a) Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
- b) County will only pay for completed work that is accepted by COUNTY.

9. Representations and Warranties

- a) Contractor's Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of this Contract be qualified, professionally competent, and duly license to perform the Work.
- b) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

Exhibit A - 4

10. Indemnity.

Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

11. Insurance.

Contractor shall provide insurance as required by State law.

12. Terminations

- a) Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.
- b) County's rights to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days notice to Contractor.
- c) County's Right to Terminate for Cause. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.
- d) Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e) Remedies in the event of termination pursuant to Sections 13.a,13.b,13.c (i), 13.c (ii) or 13.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amount paid and any claim(s) which state has against contractor. If previous amounts paid to contractor exceed the amount due to contractor under this subsection, contractor shall pay any excess to county upon demand. In the event of termination pursuant to section 13.c (iii) or 13.c (iv), county shall have any remedy available to it in lay or equity. If it is determined for any reason the contractor was not in default under Section 13.c (iv), the rights and obligations of the parties shall be the same as it the contract was terminated pursuant to section 13.b.

Exhibit A - 5

- f) Contractors tender upon termination upon receiving a notice of termination of this contract, contractor shall immediately cease all activities under this contract, unless county expressly directs otherwise in such notice of termination, upon termination of this contract, contractor shall deliver to county all documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon county request, contractor shall surrender to anyone county designates, all documents, research or objects or other tangible things needed to complete the work.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access.

Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

15. Compliance with Applicable Law.

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

16. Force Majeure.

Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

Exhibit A - 6

17. Survival.

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

18. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

19. Notice.

Except as otherwise expressly provided in this Contract, any communication 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 Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

20. Severability.

The parties agree that if any term or provision of this contract 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 contract did not contain the particular term or provision held to be invalid.

21. Counterparts.

This Contract 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 the Contract so executed shall constitute an original.

22. Disclosure of Social Security Number.

Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

23. Governing Law, Venue, Consent to Jurisdiction.

This Contract 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 County (and/or any other County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Exhibit A - 7

24. Merger.

This contract and any attached exhibits constitute 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 Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

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

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): 4R EQUIPMENT L.L.C.

Address:

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

- Corporation Partnership Limited Partnership Limited Liability Company
- Limited Liability Partnership Sole Proprietorship Other _____

Federal Tax ID#: 93-1100544 or SSN#: _____ - _____ - _____

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

Exhibit A - 8

CONTRACTOR
4R EQUIPMENT L.L.C.

By: Gen Johnson Title: member Date: 11-10-2016

Phone number: 541-480-3706

COUNTY
MORROW COUNTY COURT

ATTEST:

Rebecca A. Childers
Court Clerk



Date: 11/9/2016
Terry K. Tallman
Terry K. Tallman, County Judge

Learn Rea
Learn Rea, Commissioner

Approved as to form:

[Signature]
County Counsel

Don Russell
Don Russell, Commissioner

BID SHEET FOR LOCATIONS OF PITS

Proposal sheet

Cost per Ton

PIT SITE LOCATION Unit of Measure	CHIP SEAL ROCK			ROAD ROCK			BASE ROCK	
	1/4"-1/2" ton	1/2"-3/4" ton	3/4"-1" ton	3/4" ton	1' ton	1 1/2" ton	2" ton	and up ton
Clarks Canyon County owned pit 22/2S/25E	6.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
HELBERG COUNTY OWNED PIT Owned Pit 26/SN/26E Irrigon area	6.30	6.10	5.90	4.75	4.75	4.45	4.35	4.35
DOHERTY-JUNIPER PIT OWNED PIT 3/1N/25E	7.10	6.75	6.40	5.70	5.70	5.50	5.40	5.40
RHEA CREEK COUNTY OWNED PIT Crushing Already Shot Rock 2S/24E/11	5.80 6.80	5.45 6.45	5.10 6.10	4.40 5.40	4.40 5.40	4.20 5.20	4.10 5.10	4.10 5.10
SOUTH BOMBING RANGE AGREEMENT PIT Owner Starvation Farms 18/1N/26E	7.50	7.50	7.50	6.10	6.10	5.90	5.80	5.80

PROPOSED BID SHEET FOR LOCATIONS

If we end up having to make 1-chip product only in a pit add 2.30 per ton to the chip rock prices in Helburg pit and 2.60 per ton to chip rock prices in all other pits. Additional tonnage above 25,000 tons in any pit will have a .50 cent per ton discount for all material produced in that pit above 25,000 tons.

BID SHEET FOR LOCATIONS OF PITS

Proposal sheet

PIT SITE LOCATION	Cost per Ton							
	CHIP SEAL ROCK			ROAD ROCK			BASE ROCK	
Unit of Measure	1/4"-1/2" ton	1/2"-3/4" ton	3/4"-1" ton	3/4" ton	1' ton	1 1/2" ton	2" ton	and up ton
LITTLE BUTTER CREEK AGREEMENT PIT OWNER - BUTTER CREEK CATTLE 28/1S/28E	6.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
HALVORSEN AGREEMENT PIT OWNER - FRANK HALVORSEN 27/1S/23	6.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
BIG BUTTERCREEK AGREEMENT PIT OWNER - BUTTER CREEK CATTLE 25/1N/28E	7.70	7.35	7.00	6.30	6.30	6.10	6.00	6.00

PROPOSED BID SHEET FOR LOCATIONS

If we end up having to make 1-chlp product only in a pit add 2.30 per ton to the chip rock prices in Helburg pit and 2.60 per ton to chip rock prices in all other pits. Additional tonnage above 25,000 tons in any pit will have a .50 cent per ton discount for all material produced in that pit above 25,000 tons.

BID SHEET FOR LOCATIONS OF PITS

Proposal sheet

PIT SITE LOCATION

Unit of Measure SANDHOLLOW/DOUGHERTY AGREEMENT PIT OWNER - DOUGHERTY RANCH 7/1S/27E	CHIP SEAL ROCK			ROAD ROCK			BASE ROCK	
	1/4"-1/2" ton	1/2"-3/4" ton	3/4"-1" ton	3/4" ton	1' ton	1 1/2" ton	2" ton	and up ton
WILDINSON/SKINNER FORK AGREEMENT PIT OWNER - WILKENSON RANCHES 12/3S/27E	6.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
TURNER - SANDHOLLOW AGREEMENT PIT OWNER - TURNER RANCHES 17/2S/27E	7.10	6.75	6.40	5.70	5.70	5.50	5.40	5.40
CARLSON AGREEMENT PIT OWNER 4 C RANCHES/LOUIS CARLSON 7/3S/24E	6.80	6.45	6.10	5.40	5.40	5.20	5.10	5.10
BRITT AGREEMENT PIT OWNER MARTY BRITT RANDY, RAE AND SID 1N/27E/	6.80	6.80	6.80	5.40	5.40	5.20	5.10	5.10

PROPOSED BID SHEET FOR LOCATIONS

If we end up having to make 1-chip product only in a pit add 2.30 per ton to the chip rock prices in Helburg pit and 2.60 per ton to chip rock prices in all other pits.
 Additional tonnage above 25,000 tons in any pit will have a .50 cent per ton discount for all material produced in that pit above 25,000 tons.



November 22, 2021

Dear CDA Board Members,

Attached is the quarterly Non-Federal Grant Match in the amount of \$3,095.40.

The past three months has been very successful and a big thank you to our CDA members your expertise and the work you did during this time.

- Interactions with the City of Umatilla discussing water.
- Interactions with Oregon Military Department
- Monthly calls with BRAC
- Interactions with ODOT to discuss the IGA
- Met with BRAC/G-9 at the depot
- Tours with potential projects
- Zoom interaction with potential developers
- Multiple emails and calls with surveyor, BRAC on acreage to be transferred regarding the FOST
- Sublease renewal with Bay West
- Programmatic Agreement Amendment
- Interaction with USACE
- Interactions with NOWA

Our apologies on the late invoice. We were just approved for the quarterlies from the Office of Economic Adjustment because the project manager was on leave the whole month of October and part of November. As soon as the approval came in today, the letters and invoice are sent.

The next match invoice should go out by the first of February.

Best Regards,

INVOICE

Date: November 22, 2021
Invoice Grant July 1-Sept. 30, 2021
2nd Quarter



Columbia Development Authority

Port of Morrow (Acting Fiscal Agent for CDA)
PO Box 200
Boardman, OR 97818

TO Commissioner Jim Doherty
Morrow County
PO Box 788
Heppner, OR 97836

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	<p>Columbia Development Authority Non-Federal cash match Department of Defense Grant <u>2nd Quarter</u> July 1-Sept. 30, 2021.</p> <p>Note: Federal Grant ID CL0909-21-10 / April 2021-March 2022.</p> <p>Make Check Payable to the Port of Morrow</p>		\$3095.40
SUBTOTAL			\$3095.40
			0
TOTAL			\$3095.40

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Attached is Amendment 6 to our OHA Intergovernmental Agreement # 166052 for the financing of Mental Health Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.

The amendment is adding \$5,645.30 for Aid and Assist Client Services to increase resources for providing community-based competency restoration.

Kimberly Lindsay, Executive Director for Community Counseling Services has reviewed Amendment 6, with no questions or concerns.

2. FISCAL IMPACT:

G/L account number 101-199-3-30-3625

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to have the County Administrator sign the OHA IGA #166052 Amendment 6 as presented.

Attach additional background documentation as needed.



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

**SIXTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND
PROBLEM GAMBLING SERVICES AGREEMENT #166052**

This Fourth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Morrow County** (“County”).

RECITALS

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

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Morrow County

By:

_____	Darrell Green	County Administrator	_____
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 and Finance Section, on April 30, 2019; e-mail in contract file.

**ATTACHMENT 1
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0534

CONTRACT#: 166052

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

E#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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CALENDAR YEAR: 2021

BASE AID & ASSIST PROJECT

804	AAP	7/1/2021 -12/31/2021	0	/N/A	\$0.00	\$5,645.30	\$0.00	A	1	N			
TOTAL FOR SE# 4						\$5,645.30	\$0.00						
TOTAL FOR 2021						\$5,645.30	\$0.00						
TOTAL FOR M0534 166052						\$5,645.30	\$0.00						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 12/03/2021

Contract#: 166052
REF#: 007

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds are awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
42

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item: Oregon Health Authority Agreement # 173145-0. 2022 IGA for the Financing of Community
Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
(No acronyms please)

Date submitted to reviewers: 12/2/2021
Requested Agenda Date: 12/8/2021

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: Salem Oregon
Effective Dates - From: January 1, 2022 Through: 12/31/2022
Total Contract Amount: 1,649,657.30 Budget Line: 101-199-3-30-3625
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This is the main Intergovernmental Agreement (IGA) from the Oregon Health Authority (OHA) for the financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, this is effective from January 1, 2022 through December 31, 2022.

All the Service Elements covered by this agreement are itemized on page 7 and 8. Not all Services described in Exhibit B-1 may be covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement.

The County currently contracts the services and provider requirements with Community Counseling Solutions (CCS). This contract is scheduled to expire on December 30, 2021. The County will also need to sign a separate, new contract with CCS for to continue to act as our service provider.

2. FISCAL IMPACT:

As these services are not provided directly by the County, these funds are received in G/L account number 101-199-3-30-3625 and will be paid to the recipient through G/L # 101-199-5-50-5500.

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve and authorize Chair Russell to sign OHA Agreement # 173145-0 on behalf of the County.

Attach additional background documentation as needed.

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 # 173145

**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 **Morrow 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.

Morrow County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

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

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by 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@dhsoha.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@dhsoha.state.or.us.
- (2) County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.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 SERVICES

Service ID Code: A&D 81

a. Service Description

- (1) For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.
 - (a) A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to 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 a Length 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 SERVICESService 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.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.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@dhsola.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#: 173145

CONTRACTOR: MORROW 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													
66	560	PRIME+	MORROW CO.	1/1/2022 - 6/30/2022	0 /NA	\$0.00	\$180,000.00	\$0.00	A	1	Y		4
TOTAL FOR SE# 66							\$180,000.00	\$0.00					
3	888	GALA03	MORROW CO.	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$922.00	\$0.00	A	1	Y		1
TOTAL FOR SE# 3							\$922.00	\$0.00					
63	STD	BASEAD	MORROW CO.	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$7,930.00	\$0.00	A	1	Y		
TOTAL FOR SE# 63							\$7,930.00	\$0.00					
65	424	IDPF	MORROW CO.	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$10,000.00	\$0.00	C	1	Y		2
TOTAL FOR SE# 65							\$10,000.00	\$0.00					
66	520	BASEAD	MORROW CO.	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$27,507.60	\$0.00	A	1	Y		3
66	STD	BASEAD	MORROW CO.	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$32,203.90	\$0.00	A	1	Y		3
TOTAL FOR SE# 66							\$59,711.50	\$0.00					
80	888	GAMBL	MORROW CO.	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$20,500.00	\$0.00	A	1	Y		
TOTAL FOR SE# 80							\$20,500.00	\$0.00					
81	888	GAMBL	MORROW CO.	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$16,750.00	\$0.00	A	1	Y		
TOTAL FOR SE# 81							\$16,750.00	\$0.00					
TOTAL FOR 2022							\$295,813.50	\$0.00					
TOTAL FOR A0030 173145							\$295,813.50	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 11/15/2021

Contract#: 173145
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 The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Addictions Services Program Area, specifically for Problem Gambling Services. If County terminates its obligation to include Problem Gambling Services under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County the financial assistance subject to this special condition.
- A0030 2 These funds are for A&D 65 Services to be invoiced from 1/1/2022 to 12/31/2022.
- A0030 3 These funds must result in the delivery of A&D 66 Services to a minimum of 49 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 49 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.
- A0030 4 A) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed. B) These funds are for A&D 66 Services for PRIME+ from 1/1/2022 to 9/30/2022. 1. The contractor will work with the PRIME+ core team as follows: a

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 11/15/2021

Contract#: 173145
REF#: 000

Develop an agreed upon monthly dashboard to monitor and evaluate the project at the statewide and local level. b Develop an agreed upon minimum number of target individuals. c Provide information for necessary reporting to the SAMHSA on the success and challenges, including barriers to rapid access to treatment. d Collect GPRA data required by grant and work with evaluators identified by OHA. e Peers to continue work during Covid-19 pandemic. Alternative peer outreach activities must be approved by OHA project team prior to implementation. 2. Utilize a minimum of 2 full-time peers to conduct PRIME+ activities, identified by OHA project team, on a full-time basis and provide peer supervision with standards set by MHACBO and PRIME+ team. 3. Notify the Project Coordinator in advance of any changes to the implementation plan or delays in the successful continuation of the project and work with the Project Coordinator to resolve concerns or barriers. 4. Continue work during Covid-19 pandemic. Alternative peer outreach activities must be approved by OHA project team prior to implementation. 5. Contractor, including Peers and Peer Supervisors to attend and engage in all required meetings and trainings arranged by Comagine & OHA. 6. Provide rapid Hep C must do so as trained and clinically indicated and provide support and referral pathways to treatment for those testing positive for Hep C, HIV or other infectious diseases. 7. Document services and data in OHA project team approved database/s. 8. Project Coordinator will seek ways to fill any training gaps for peers or communities as it relates to this pilot project. 9. Project Coordinator will provide technical assistance to ensure that the pilot project does not duplicate or hinder existing work at the community level. 10. SE 66 standard reporting requirements and settlement are excluded from this project.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173145

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ	CMHS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPER	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
CALENDAR YEAR: 2022													
		BCIVLM	SYS MGT CO-LAKEVIEW										
1	804	MHS01		1/1/2022 - 6/30/2022	0 /NA	\$9,179.81	\$55,078.86	\$0.00	A	1	Y		2
TOTAL FOR SE# 1							\$55,078.86	\$0.00					
		BASE	NI CRISIS SERVICES-M										
25	806	MICRSE		1/1/2022 - 6/30/2022	0 /NA	\$0.00	\$123,052.99	\$0.00	A	1	Y		
TOTAL FOR SE# 25							\$123,052.99	\$0.00					
		BASE	SYSTEM MANAGEMENT AN										
1	804	MHS01		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$32,757.82	\$0.00	A	1	Y		
		BCIVLM	SYS MGT CO-COL RIVER										
1	804	MHS01		1/1/2022 - 12/31/2022	0 /NA	\$7,509.62	\$90,049.44	\$0.00	A	1	Y		1
TOTAL FOR SE# 1							\$122,800.96	\$0.00					
		BASE	AID & ASSIST PROJECT										
4	804	ARP		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$5,031.46	\$0.00	A	1	Y		
TOTAL FOR SE# 4							\$5,031.46	\$0.00					
		BASE	ASSERTIVE COMMUNITY										
5	804	MHACT		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$17,500.00	\$0.00	A	1	Y		
TOTAL FOR SE# 5							\$17,500.00	\$0.00					
		BASE	NI JAIL DIVERSION										
9	406	NIJAIL		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$103,333.34	\$0.00	A	1	Y		
TOTAL FOR SE# 9							\$103,333.34	\$0.00					
		BASE	NI SCHOOL-BASED MENT										
13	806	NI5BMH		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$203,983.32	\$0.00	A	1	Y		
TOTAL FOR SE# 13							\$203,983.32	\$0.00					
		BASE	INVOICE SERVICES										
17	804	INVOIC		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$257,700.00	\$0.00	C	1	Y		4
TOTAL FOR SE# 17							\$257,700.00	\$0.00					
		CMHS	MH BLOCK GRANT										
20	301	BLOCK		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$22,802.76	\$0.00	A	1	Y		
		BASE	NON-RESIDENTIAL MENT										
20	401	MHNRMH		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$150,089.22	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173145

CONTRACTOR: MORROW 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 NON-RESIDENTIAL MENT													
20	804	MHNRMH		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$12,889.22	\$0.00	A	1	Y		
BASE SH-MORROW BUNKHOUSE													
20	804	SUPHOS		1/1/2022 - 12/31/2022	2 /SLT	\$2,121.44	\$50,914.56	\$0.00	A	1	Y		3
TOTAL FOR SE# 20							\$63,803.78	\$0.00					
BASE ACUTE AND INTERMEDIA													
24	804	ACUTE		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$7,500.00	\$0.00	A	1	Y		
TOTAL FOR SE# 24							\$7,500.00	\$0.00					
BCIVLM COMMUNITY CRISIS SER													
25	406	CRISIS		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$17,388.00	\$0.00	A	1	Y		
TOTAL FOR SE# 25							\$17,388.00	\$0.00					
BASE EARLY ASSESSMENT AN													
26	804	EASA		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$15,000.00	\$0.00	A	26A	1	Y	
TOTAL FOR SE# 26							\$15,000.00	\$0.00					
BASE NI SUPPORTED EMPLOYM													
38	411	NISUEM		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$9,656.26	\$0.00	A	1	Y		
TOTAL FOR SE# 38							\$9,656.26	\$0.00					
BCIVLM SYS MGT CO-LAKEVIEW													
1	804	MH801		7/1/2022 - 12/31/2022	0 /NA	\$9,179.81	\$88,078.86	\$0.00	A	1	Y		2
TOTAL FOR SE# 1							\$97,258.67	\$0.00					
BASE NI CRISIS SERVICES													
25	806	NICRSE		7/1/2022 - 12/31/2022	0 /NA	\$0.00	\$123,052.99	\$0.00	A	1	Y		
TOTAL FOR SE# 25							\$123,052.99	\$0.00					
TOTAL FOR 2022							\$1,353,843.80	\$0.00					
TOTAL FOR M0514 173145							\$1,353,843.80	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 11/16/2021

Contract#: 173145
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) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition.
B) These funds are for MHS 1 at Colorado RTH.
- M0514 2A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition.
B) These funds are for MHS 1 at Lakeview Heights SRTF.
- M0514 3 These funds are for MHS 20 for Supported Housing Services at Morrow Bunkhouse.
- M0514 4A) 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

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 11/16/2021

Contract#: 173145
REF#: 001

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,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**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.

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

**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.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
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.

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

**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.

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

**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.

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

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

Morrow 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 Subrecipient	SAPT SOR	93.959 93.788
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	



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5a

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Tamra Mabbott
Department: Planning Department
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: November 26, 2021
Requested Agenda Date: December 8, 2021

Appointment to serve on Planning Commission

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Tamra Mabbott 11/24/2021 Department Director Required for all BOC meetings
[Signature] 12/6/21 Administrator Required for all BOC meetings
County Council *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Three Planning Commission positions expire on 12/31/2021.

Planning Department sent a letter to each of these Commissioners to inquire if they were interested in reappointment. An article about serving on the Planning Commission and a Public Notice about the vacancies was published in the East Oregonian & Heppner Gazette.

Position #9: Karl Smith is seeking reappointment to serve another term on Planning Commission. Mr. Smith was appointed 8/21/2019.

Position #4: Rod Taylor is seeking reappointment to serve another term on Planning Commission. Mr. Taylor was appointed 1/01/2010. Rod has served in two different positions (moved from Boardman to Ione).

Position #1: Miff Devin is not seeking reappointment. Mr. Devin has served in two different positions on Planning Commission appointed 5/14/08 (moved from Heppner area to Boardman).

Planning Department received one letter of interest and a resume from Stan Chaffin, for Position #1. Email and Resume attached.

encl:

Letter of interest from Stan Chaffin
Planning Commission Terms of Service

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to reappoint Karl Smith to position #9 and Rod Taylor to position #4 and appoint Stan Chaffin as a representative in position #1 all to serve a four year term on Planning Commission.

Acknowledgment of appreciation to Miff Devin for his years and volunteer service.

Attach additional background documentation as needed.

From: C [redacted] on.com>
Sent: T [redacted]
To: G [redacted]
Subject: Le [redacted] Commission

STOP and VERIFY - This message came from outside of Morrow County Government.

To Whom it May Concern,

Please accept this email as my letter of interest as a volunteer with the Morrow County Planning Commission. I have lived and worked in Morrow County, specifically the Boardman area, for the past several years and have a vested interest in seeing the Boardman Oregon area sustain responsible development as the community grows. We live in an exciting time here in North Morrow County and I would be proud to serve as a volunteer that helps oversee the growth and development in this area we call home.

I currently work as a Registered Nurse for Lamb Weston LLC located in the Port of Morrow where I've been employed for the past seven years. In addition to my work as a Registered nurse I own a cattle ranch on Toms Camp Road here in Boardman where I live with my family. I am currently a member on the Columbia River Health Clinic Board of Directors. I have a history of community involvement that spans a life time having worked in student government from High School through my college years where I was elected student body president.

If applicable I can forward you at your request a complete employment history.

I look forward to hearing from you.

Regards,

Stan Chaffin, BS, RN, COHC

and not pieces of gold and silver."

This e-mail and any files transmitted with it are confidential material and is intended only for the person or entity to which the message is addressed. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email immediately and destroy the original and any copies of this e-mail.

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STANLEY K. CHAFFIN, B.S., R.N., CAOHC



EDUCATION

Diploma in Nursing

Mercy College of Health Science, May 1996

Des Moines, Iowa

Bachelor of Science – Education, Teaching Certificate

Minor – Sports Medicine

Portland State University, May 1980

Portland, Oregon

PROFESSIONAL EXPERIENCE

Lamb Weston, LLC

600 NE Columbia Avenue, Boardman, OR 97818

Lead Occupational Health Nurse

January 2015 – present

Direct on-site Occupational Health Department which includes 125 first responders serving 1,125 employees, 3 different work sites. In charge of day to day clinic operations. Conduct primary nursing care including nursing triage, diagnosis and care of illness and injuries, modified duty, medical case management, and return to work. Instruct, promote injury prevention programs, ergonomics, blood borne pathogens, CPR, First Aid, AED. Oversee individual wellness program, annual hearing testing and flu immunization clinics. Work collaboratively with safety team to orchestrate COVID-19 screening roll-out, program adherence with state, federal and CDC guidelines. Organize and maintain inventory of medical supplies and equipment. Work collaboratively with third party provider to insure efficient workers compensation management oversight. Organized Ergonomic team to identify, evaluate job risks, implement reduction strategies. Partner with local providers to issue safety shoes, eyewear. Served at the helm to establish pre-shift (Ergo-Fit) warm up, stretching program. Develop and maintain department policies and procedures.

Monroe Hospital and Clinics

515 22nd Avenue, Monroe, WI 53566

Occupational Health Nurse

January 2011 to April 2014

Worked collaboratively with an inner disciplinary team of doctors, nurses, and technicians, providing Occupational Health services throughout a two-state region. Performed new hire pre-placement health screenings and physical assessments for all employees, and for the Department of Transportation (DOT) and the Federal Aviation administration (FAA). Organize, manage schedules, and perform outreach immunizations, audio, pulmonary function, PAPR and fit testing, including qualitative and quantitative testing. Provided workers compensation case management oversight for hospital as well as a multitude of private sector companies including employee return to work. Performed Breath Alcohol, Hair Sampling and drug compliance tests, order labs. Assisted in the development and participated in the Wellness promotion programs including biometrics and health coaching.

Stoughton Trailers, LLC.

1111 Veterans Road, Stoughton, WI 53589

Occupational Health Nurse Manager

December 1997 to September 2010

Managed on-site Occupational Health Department which includes 50 first responders, registered nurses, and physician, serving 7 different work sites and 2000 employees. Direct day to day activities of occupational health team. Hire, train, supervise and evaluate performance of nursing staff. Provide primary nursing care including triage and case management of illness and injury, post offer health assessments, counseling interventions, medical surveillance, clinical nursing diagnosis and management of wellness programs (flu immunization clinic, blood drive, smoking cessation, weight loss). Promote health and injury prevention, including teaching blood borne pathogens, CPR, First Aid, AED, ergonomics, and prevention of cumulative trauma. Perform annual audio, pulmonary function, drug and alcohol testing, vision exams and administer immunizations. Maintain inventory of medical supplies and equipment. Served as workers compensation case manager. Develop and maintained departmental policies and procedures.

US Army Reserves 452 Combat Support Hospital

4828 West Silver Springs Drive, Milwaukee, WI 53218

Nurse Corps Officer - Captain

October 1998 to February 2013

Develop. Plan and teach soldier risk management training. Former member of command staff. Provide soldier health screens, drug testing. Mobilized during Operation Enduring Freedom to Sierra Nevada Army Depot in 2003 to provide care and treatment of soldiers returning from Iraq. Received Army Achievement Medal in 2003 for exceptional organizational ability and technical skills. Served as Hospital Safety, Intensive Care Ward officer. In Spring of 2008 spent five weeks in Fort Lewis, WA conducting physical assessment for US Army ROTC flight cadets. In August 2009 assigned to Occupational Health Clinic, Madigan Army Hospital Medical Center, Fort Lewis WA performing employee physical assessment, managing clinic.

Honors/Activities

Columbia River Health Clinic: Board of Directors, November 2019 to present

Mercy College of Health Science: Board of Directors-Alumni Association, April 1997 to July 1999

Mercy College of Health Science; Senior Class President, September 1994 to May 1996

AAOHN Member since 1997

Licenses/Cert.

Oregon Board of Nursing RN license # 201400272RN

Occupational Hearing Conservationist (CAOHC) certified

American Heart Association BLS Health Care Provider certified

REFERENCES AVAILABEL UPON REQUEST

MORROW COUNTY PLANNING COMMISSION

Terms of Positions

Position 1 Boardman

Don Russell	Appointed	9/15/85	Exp.	12/31/89
	Reappointed	1/03/90	Exp.	12/31/93
	Reappointed	1/12/94	Exp.	12/31/97
	Resigned	3/08/95		
Art Kegler	Appointed	4/26/95	Exp.	12/31/97
	Reappointed	1/07/98	Exp.	12/31/01
	Reappointed	1/01/02	Exp.	12/31/05
	Reappointed	1/01/06	Exp.	12/31/09
Kellye Finch	Resigned	4/15/08		
	Appointed	5/14/08	Exp.	12/31/09
Pamela Docken	Resigned	9/15/08		
	Appointed	3/13/09	Exp.	12/31/09
	Reappointed	1/01/10	Exp.	12/31/13
Mifflin Devin	Resigned	3/25/13		
	Appointed	4/24/13	Exp.	12/31/13
	Reappointed	1/01/14	Exp.	12/31/17
	Reappointed	1/01/18	Exp.	12/31/21

Position 2 Heppner

Cecil Jones	Reappointed	12/31/87	Exp.	12/31/91
	Resigned	1/01/89		
Joe Miller	Appointed	2/01/89	Exp.	12/31/91
	Reappointed	1/02/92	Exp.	12/31/95
	Reappointed	1/03/96	Exp.	12/31/99
	Reappointed	1/05/00	Exp.	12/31/03
Roger Britt	Appointed	1/01/04	Exp.	12/31/07
	Reappointed	1/01/08	Exp.	12/31/11
	Resigned	4/07/08		
Pamela Schmidt	Appointed	5/14/09		
	Resigned	9/15/10		
John Kilkenny	Appointed	10/21/10	Exp.	12/31/11
	Reappointed	01/01/12	Exp.	12/31/15
Ken Bailey	Appointed	2/10/16	Exp.	12/31/19
	Resigned	1/25/18		
Brian Thompson	Appointed	3/14/18	Exp.	12/31/19
	Reappointed	2/25/20	Exp.	12/31/23

Position 3 Irrigon

Dan Creamer	Appointed	12/15/84	Exp.	12/31/88
	Reappointed	1/01/89	Exp.	12/31/92
	Reappointed	1/13/93	Exp.	12/31/96

	Resigned	5/30/95		
Kalvin Keys	Appointed	6/21/95	Exp.	12/31/96
	Reappointed	1/08/97	Exp.	12/31/00
	Resigned	4/01/97		
Richard L. Kent Don Eppenbach	Appointed	4/09/97	Exp.	12/31/00
	Appointed	4/19/01	Exp.	12/31/04
	Reappointed	1/01/05	Exp.	12/31/08
Jim Key	Resigned	4/11/08		
	Appointed	10/1/08	Exp.	12/31/12
	Resigned	12/12/12		
Gerald Breazeale	Appointed	12/19/12	Exp.	12/31/16
	Resigned	6/18/15		
Sue Oliver	Appointed	8/19/15	Exp.	12/31/16
	Reappointed	1/1/17	Exp.	12/31/20
	Resigned	2/27/19		
Stanley Anderson	Appointed	8/21/19	Exp.	12/31/20
	Reappointed	12/16/20	Exp.	12/31/24

Position 4 lone

Marv Padberg	Appointed	12/15/85	Exp.	12/31/89
	Reappointed	1/03/90	Exp.	12/31/93
	Reappointed	1/12/94	Exp.	12/31/97
	Reappointed	1/07/98	Exp.	12/31/01
Anne Morter Betty A. Burns	Appointed	1/01/02	Exp.	12/31/05
	Appointed	1/01/06	Exp.	12/31/09
Mifflin Devin	Resigned	4/04/08		
	Appointed	5/14/08	Exp.	12/31/09
	Reappointed	1/01/10	Exp.	12/31/13
Rod Taylor	Reassigned	2/20/13	to	At Large
	Appointed	2/20/13	Exp.	12/31/13
	Reappointed	1/01/14	Exp.	12/31/17
	Reappointed	1/01/18	Exp.	12/31/21

Position 5 Irrigon

Mary Ellen Coleman	Appointed	8/01/84	Exp.	12/31/86
	Reappointed	1/01/87	Exp.	12/31/90
	Reappointed	1/02/91	Exp.	12/31/94
	Reappointed	1/18/95	Exp.	12/31/98
	Resigned	9/01/97		
Henry Bass	Appointed	9/24/97	Exp.	12/31/98
	Reappointed	12/23/98	Exp.	12/31/02
	Resigned	11/00		
Heather Sicard	Appointed	4/19/01	Exp.	12/31/02
	Resigned			
Jeff Wenholz	Appointed	3/13/02	Exp.	12/31/02
	Reappointed	12/20/06	Exp.	12/31/10
	Reappointed	12/22/11	Exp.	12/31/14
	Reappointed	01/01/15	Exp.	12/31/18
	Reappointed	12/12/18	Exp.	12/31/22

Position 6 Heppner

Kent Goodyear	Appointed	8/01/84	Exp.	12/31/86
	Reappointed	1/01/87	Exp.	12/31/90
	Reappointed	1/02/91	Exp.	12/31/98
	Resigned	12/31/95		
James Bloodsworth	Appointed	1/24/96	Exp.	12/31/98
Keith Lewis	Appointed	1/06/99	Exp.	12/31/02
	Resigned	05/01		
John Kilkenney	Appointed	06/15/01	Exp.	12/31/02
Jim Nelson	Appointed	01/15/03	Exp.	12/31/06
	Resigned	06/14/04		
Ryan Miller	Appointed	07/14/04	Exp.	12/31/06
David Sykes	Appointed	12/20/06	Exp.	12/31/10
	Reappointed	12/22/10	Exp.	12/31/14
	Reappointed	01/01/15	Exp.	12/31/18
	Resigned	10/25/16		
Greg Sweek	Appointed	10/26/16	Exp.	12/31/18
	Reappointed	12/12/18	Exp.	12/31/22

Position 7 At-large

Mark Cutsforth	Appointed	6/01/87	Exp.	12/31/91
	Resigned	12/31/91		
Irvin Rauch	Appointed	1/15/92	Exp.	12/31/95
	Resigned	12/31/95		
Ken Grieb	Appointed	1/10/96	Exp.	12/31/99
	Reappointed	1/05/00	Exp.	12/31/03
	Reappointed	1/01/04	Exp.	12/31/07
	Resigned	12/31/06		
Pamela Schmidt	Appointed	12/20/06	Exp.	12/31/07
	Reappointed	1/1/08	Exp.	12/31/11
	Reassigned to another position			
Justin Nelson	Appointed	5/14/08	Exp.	12/31/11
	Resigned	07/19/10		
John Renfro	Appointed	08/18/10	Exp.	12/31/11
	Reappointed	01/01/12	Exp.	12/31/15
	Resigned	1/30/13		
Mifflin Devin	Appointed	2/20/13	Exp.	12/31/15
	Reassigned	4/24/13	to	Boardman
Melissa Lindsay	Appointed	4/24/13	Exp.	12/31/15
	Reappointed	1/6/16	Exp.	12/31/19
	Resigned	9/28/16		
Wayne Seitz	Appointed	10/12/16	Exp.	12/31/19
	Reappointed	2/25/20	Exp.	12/31/23

Position 8 lone

Jim Swanson	Appointed	1/01/88	Exp.	12/31/91
	Resigned	12/31/91		
Joel Peterson	Appointed	1/15/92	Exp.	12/31/95
	Reappointed	1/3/96	Exp.	12/31/99
	Reappointed	1/5/00	Exp.	12/31/03
	Reappointed	1/1/04	Exp.	12/31/07
	Reappointed	1/1/08	Exp.	12/31/11
Tucker Rice	Resigned	4/15/08		
	Appointed	5/14/08	Exp.	12/31/11
Russell Seewald	Resigned			
	Appointed	01/01/12	Exp.	12/31/15
Clint Carlson	Resigned	03/01/15		
	Appointed	3/18/15	Exp.	12/31/15
Stacie Ekstrom	Reappointed	1/6/16	Exp.	12/31/19
	Resigned	1/1/19		
Stacie Ekstrom	Appointed	1/9/19	Exp.	12/31/19
	Reappointed	2/25/20	Exp.	12/31/23

Position 9 Boardman

Mary Michael	Appointed	9/25/85	Exp.	12/31/89
	Died	1/89		
Merle Carlson	Appointed	2/01/89	Exp.	12/31/89
	Resigned	12/31/89		
John Grace	Appointed	1/03/90	Exp.	12/31/93
	Reappointed	1/12/94	Exp.	12/31/97
	Resigned	5/30/95		
Leann Rea	Appointed	6/21/95	Exp.	12/31/97
	Reappointed	1/07/98	Exp.	12/31/01
	Reappointed	1/01/02	Exp.	12/31/05
	Reappointed	1/01/06	Exp.	12/31/09
Rod Taylor	Resigned	10/10/08		
	Appointed	1/01/10	Exp.	12/31/13
Kathy Neal	Reassigned	2/20/13	to lone	
	Appointed	2/20/13	Exp.	12/31/13
Michelle Seeley	Reappointed	1/01/14	Exp.	12/31/17
	Appointed	2/14/18	Exp.	12/31/21
Karl Smith	Resigned	7/30/19		
	Appointed	8/21/19	Exp.	12/31/21

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

I would like to request to designate Ronda Fox, Payroll and Benefits Administrator, to working out of class. This will allow her to assist in performing the duties of the HR Director, for my upcoming leave. The request would be for approximately the time period of 1/3/2022 - 06/10/2022.

Working Out of Class Policy:

Employees are considered to be working 'out-of-class' when they are assigned by the County to perform the duties of a Department Head's job specification that pays a higher job rate than the employee's current position in addition to their regular duties. Whenever these occasions extend for a period of time, it is appropriate to consider temporary additional pay to compensate for the additional responsibilities that the employee may be required to undertake.

The Board of Commissioners will decide, based on the ability, qualifications, and candidates for the position and if appropriate, to designate an employee to be "working- out-of-class".

The employee who is selected to temporarily work out of class will receive an increase to their base rate of pay to the greater of:

- The classification salary base rate of pay of the higher-level position, or 5% above the employee's regular base rate of pay.

Eligibility:

- Director, Department Head, or equivalent level positions.
- The active employee must assume a substantial portion, if not all, of the duties of the interim assignment.
- The new duties to be performed are clearly differentiated from the duties normally performed by the employee.

Upon return to or appointment of a person to the department head position, the employee working out of class will be returned to their regular duties and regular rate of pay.

2. FISCAL IMPACT:

Monthly difference of \$638.00 or an hourly difference of \$3.68.

3. SUGGESTED ACTION(S)/MOTION(S):

Suggested motion to designate Ronda Fox to work out of class due to the absence of the Human Resource Director, and to be compensated at step 1 of the department head's scale for the duration of the absence.

Attach additional background documentation as needed.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
50

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Courthouse Feasibility Study Final Report by DLR

Date submitted to reviewers:
Requested Agenda Date: 12/8/2021

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 15 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The DLR Group has completed the Feasibility Study of our Historic Courthouse.

The Feasibility Study outlines four options;

Option 1- Minor renovation to address circulation, security and occupant amenities to address a more efficient use of space within the current footprint of the Courthouse, but doesn't address future growth or all of the current space deficiencies

Option 2- This option provides a more substantial interior renovation of the existing Courthouse to organize its operations primarily around circuit court function. This option would require County Offices to relocate to another undetermined location

Option 3- This option provides a substantial renovation and addition to the existing Courthouse to fully accommodate court and County space needs on the existing Courthouse site.

Option 4- This option provides a substantial renovation of the existing Courthouse to organize its operations primarily around County functions and builds a new circuit court facility on a different site.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Discussion on what option(s) we should consider

Attach additional background documentation as needed.

CONCEPT LAYOUT: OPTION 2

Summary:

Option 2 provides a more substantial interior renovation of the existing Courthouse to organize its operations primarily around Circuit Court functions. This option would require County departments to relocate to another undetermined location or facility.

Program:

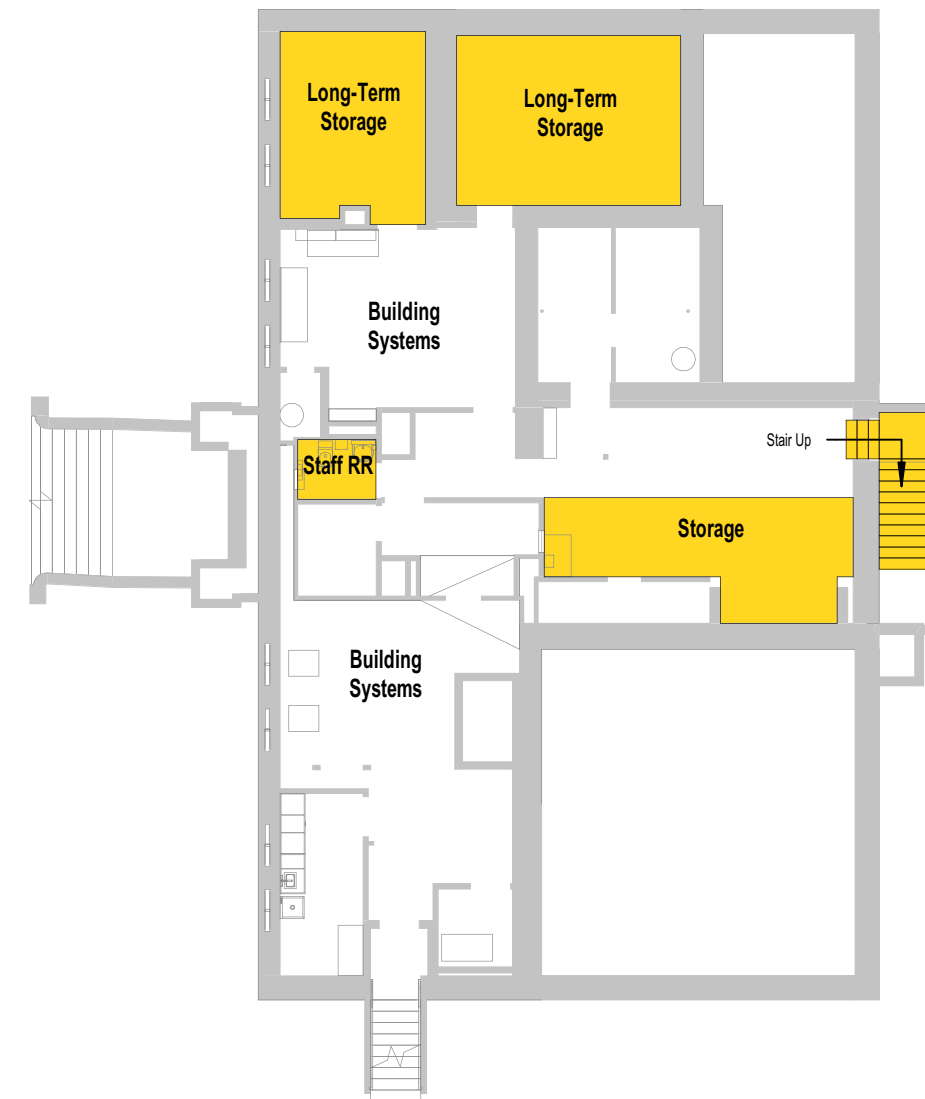
Circuit Court, Justice Court, and District Attorney remain in the courthouse, expanding into spaces previously used by county departments (Treasurer, Tax Assessor, County Clerk).

Improvements:

- ADA restrooms are provided to the public on level 1
- A series of ramps safely connect visitors from the Bartholomew building and the upper parking lot to the east entry vestibule.
- The east entry become the building's primary and most secure entry.
- A wider passage between the vestibule and the historic building improves circulation.
- New code compliant basement stairs and additional code required exit stair from Level 2 are provided.
- Staff amenities are brought from the basement to Level 1 to improve accessibility.
- A holding room adjacent to the Courtroom allows in-custody defendants to be escorted directly from holding to the courtroom without crossing other paths of travel.
- A larger Jury deliberation space with an ADA restroom is provided.

Opportunities and Obstacles:

The County departments would need to relocate to another building or site. No location has been identified as part of this study, but relocating these departments would represent additional cost. Depending on available space, this relocation could create operational challenges and adjacencies would potentially be lost with other County functions located in the Bartholomew Building.



 OPTION 2: BASEMENT LEVEL

OVERALL SUMMARY

CONCEPT LAYOUT: OPTION 2

Options

	Enclosed Area	Construction cost x \$1,000	Project cost x \$1,000
Renovation of Historic Courthouse	10,500 SF	5,614	7,860
Renovation of Historic Courthouse + Addition	15,000 SF	12,883	18,036
Seismic upgrade of Historic Courthouse	10,500 SF	3,171	4,439
Replacement Courthouse	13,000 SF	9,146	12,805
		Total \$8.7	Total \$12.2



OPTION 2: LEVEL 1



OPTION 2: LEVEL 2

CONCEPT LAYOUT: OPTION 3

Summary:

Option 3 provides a substantial renovation and addition to the existing Courthouse to fully accommodate Court and County space needs on the existing Courthouse site.

Program:

All of the departments currently housed within the building would remain. Additional program for security, Jury Assembly, and department growth are provided.

Improvements:

- ADA restrooms are provided on levels 1 and 2.
- A series of ramps safely connect visitors from the Bartholomew building and the upper parking lot to the east entry vestibule.
- The east entry become the building's primary and most secure entry. It is expanded to allow for security screening equipment.
- This option has the shortest ramp distance by locating the entry vestibule at a mid-level between levels 1 & 2. This "Entry Level" aligns with the landing of the historic stair and allows visitors to enter the building directly onto the stair rather than beneath it.
- A new elevator connects the many levels of the building including the basement.
- The existing elevator will be used exclusively for transporting in-custody defendants from an exterior Sallyport entry on Level 1, directly to a holding room located beside the courtroom. Not public paths of travel are crossed.
- A larger Jury deliberation space with an ADA restroom is provided.

Opportunities and Obstacles:

This option provides adequate space for program growth, solves the majority of the operational issues and vastly improves accessibility. This option also maintains the existing adjacencies between County and Court departments. The addition is concentrated at the back of the building to minimize the visual impact on the historic, but it still has the highest impact on the historic integrity of the courthouse.



 OPTION 3: BASEMENT LEVEL

CONCEPT LAYOUT: OPTION 3



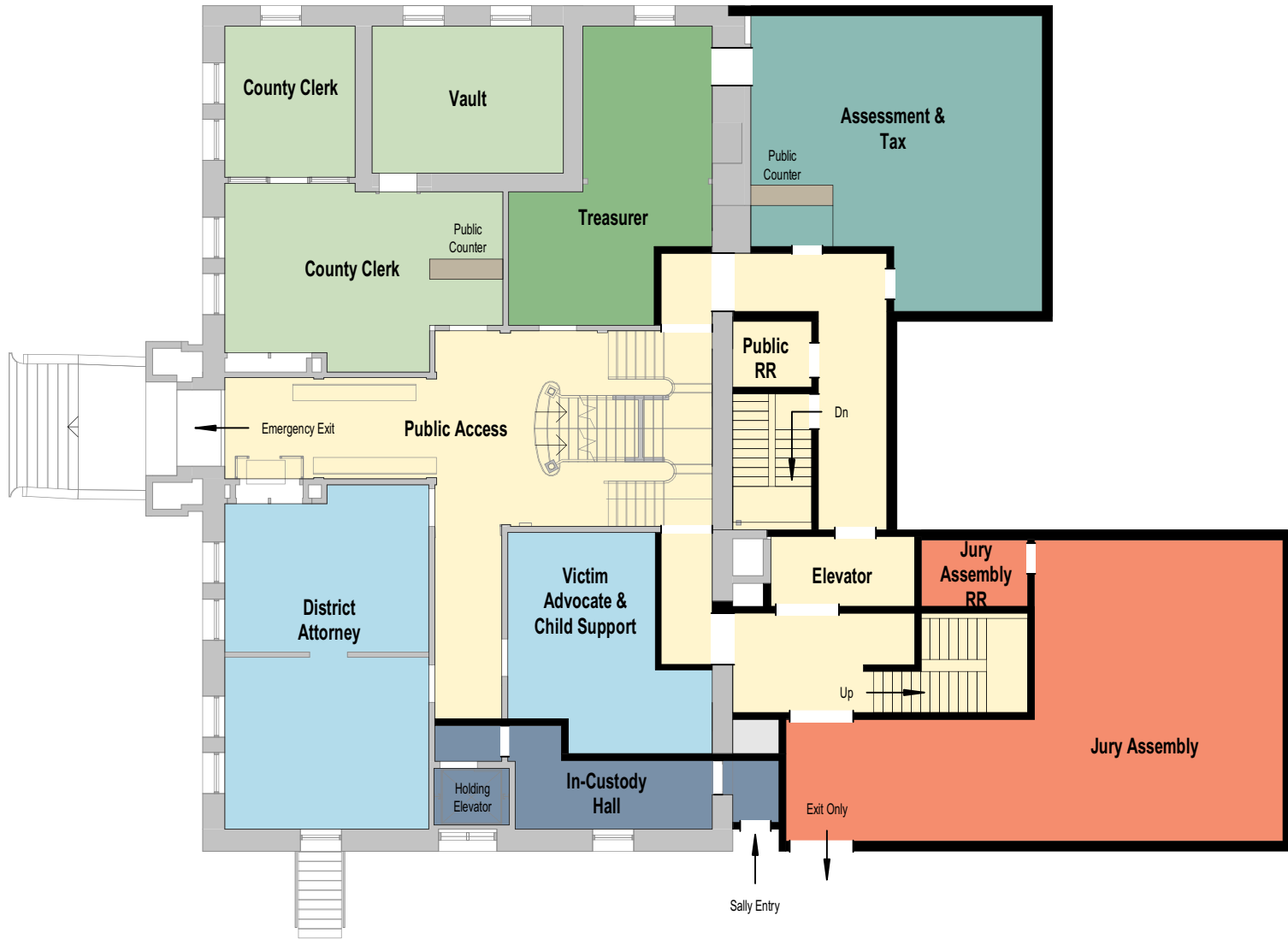
 **OPTION 3: ENTRY LEVEL**

 **OPTION 3: ENTRY SECTION**

OVERALL SUMMARY

CONCEPT LAYOUT: OPTION 3

Options	Enclosed Area	Construction cost x \$1,000	Project cost x \$1,000
Renovation of Historic Courthouse	10,500 SF	5,614	7,860
Renovation of Historic Courthouse + Addition	15,000 SF	12,883	18,036
Seismic upgrade of Historic Courthouse	10,500 SF	3,171	4,439
Replacement Courthouse	13,000 SF	9,146	12,805
		Total \$15.9	Total \$22.4



OPTION 3: LEVEL 1 (Below Entry Level)



OPTION 3: LEVEL 2 (Above Entry Level)

CONCEPT LAYOUT: OPTION 4 - EXISTING BUILDING

Summary:

Option 4 provides a substantial renovation of the existing Courthouse to organize its operations primarily around County functions and Builds a new Circuit Court Facility on a different site, the location of which is not undetermined.

Program:

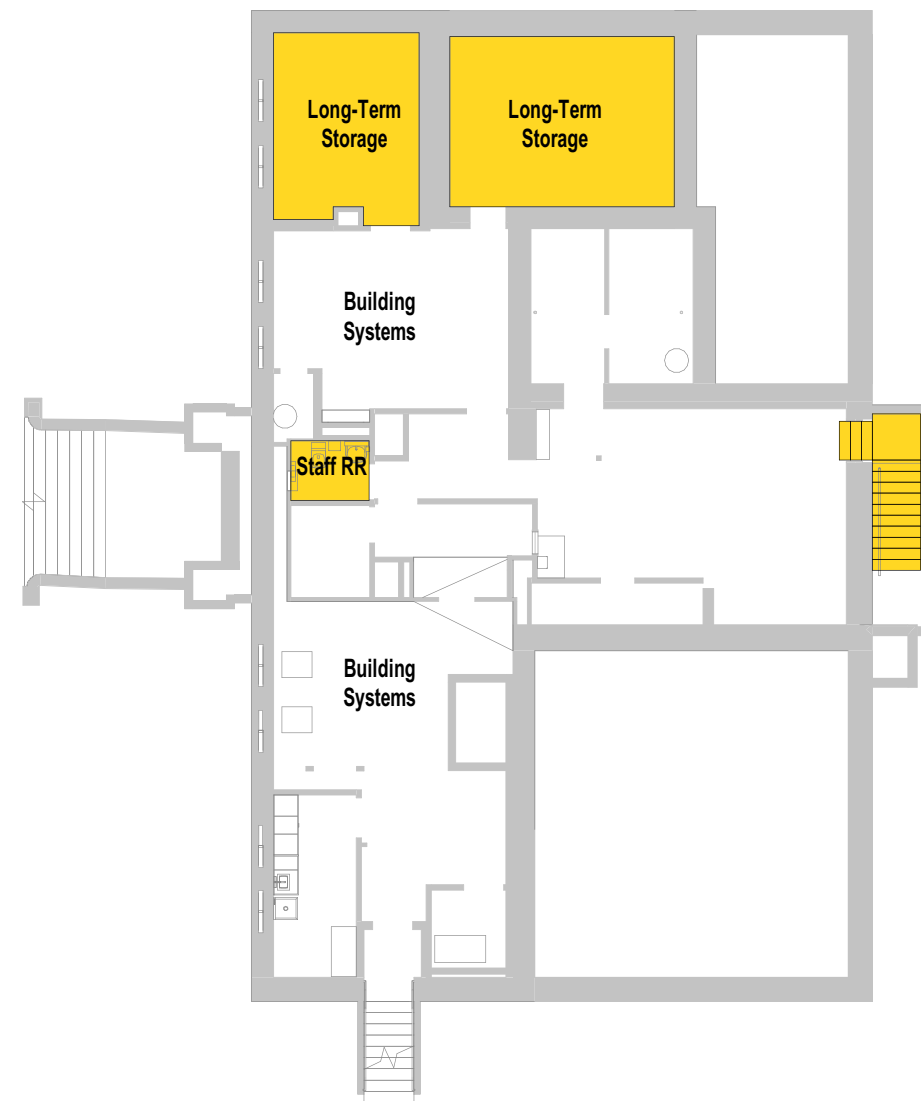
All of the departments currently housed within the building would have a space in one of two locations. Additional program for security, Jury Assembly, and department growth are provided. It is assumed that Justice Court would continue to use the courtroom located in the historic courthouse.

Improvements:

- ADA restrooms are provided on levels 1 and 2.
- A series of ramps safely connect visitors from the Bartholomew building and the upper parking lot to the east entry vestibule.
- The east entry become the building's primary and most secure entry.
- A wider passage between the vestibule and the historic building improves circulation.
- Staff amenities are brought from the basement to Level 1 to improve accessibility.
- New code compliant basement stairs and additional code required exit stair from Level 2 are provided.
- Justice Court would have exclusive use of the courtroom for hearings.

Opportunities and Obstacles:

This option provides adequate space for program growth, solves the majority of the operational issues and vastly improves accessibility. This option provides a little bit more room for growth beyond the



 OPTION 4: BASEMENT LEVEL

OVERALL SUMMARY

CONCEPT LAYOUT: OPTION 4 - EXISTING BUILDING



OPTION 4: LEVEL 1

Options

Options	Enclosed Area	Construction cost x \$1,000	Project cost x \$1,000
Renovation of Historic Courthouse	10,500 SF	5,614	7,860
Renovation of Historic Courthouse + Addition	15,000 SF	12,883	18,036
Seismic upgrade of Historic Courthouse	10,500 SF	3,171	4,439
Replacement Courthouse	13,000 SF	9,146	12,805

Total \$8.7

Total \$12.2

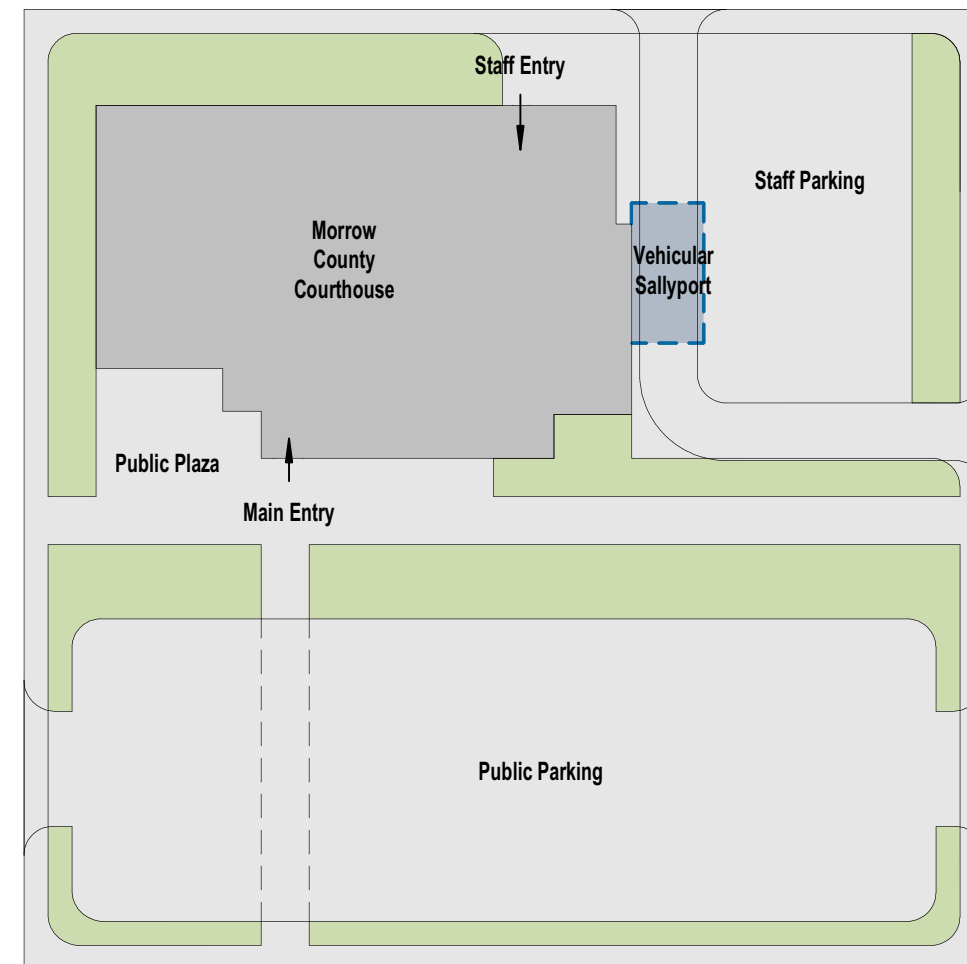


OPTION 4: LEVEL 2

CONCEPT LAYOUT: OPTION 4 NEW BUILDING

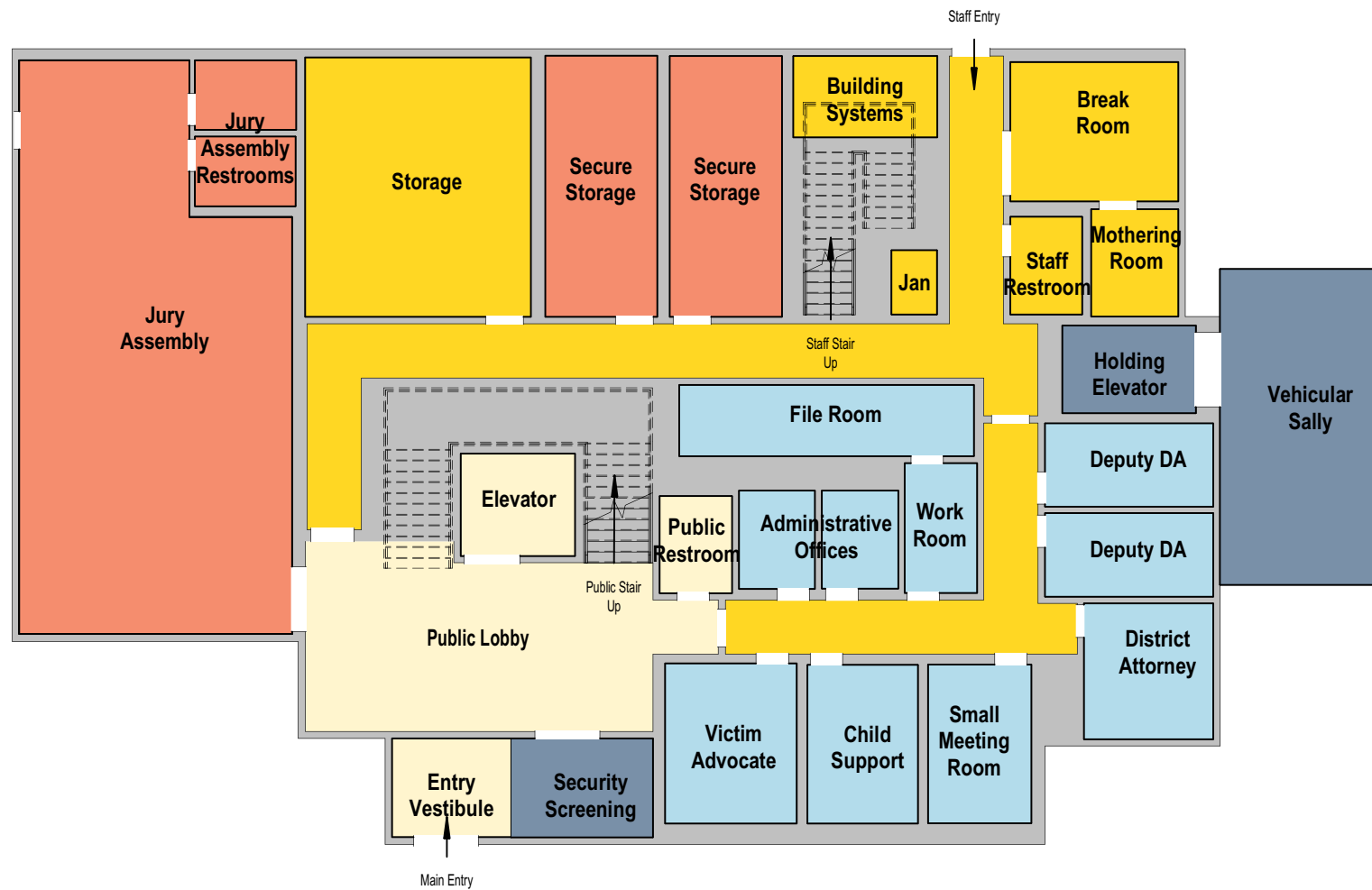
Summary:

This option does not have a site or location selected



 OPTION 4: SITE PLAN

CONCEPT LAYOUT: OPTION 4 NEW BUILDING



OPTION 4: LEVEL 1

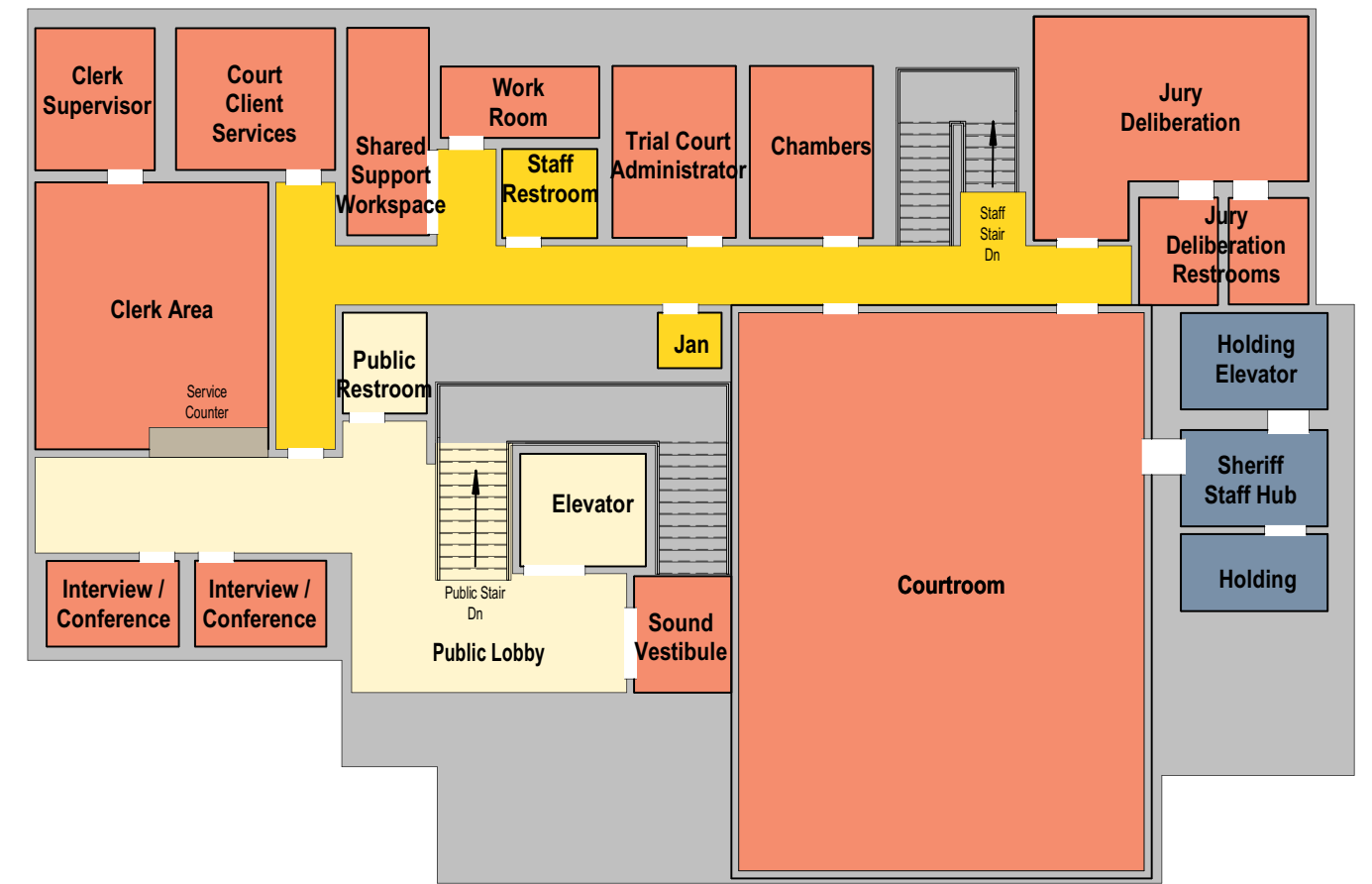
OVERALL SUMMARY

Options	Enclosed Area	Construction cost x \$1,000	Project cost x \$1,000
Renovation of Historic Courthouse	10,500 SF	5,614	7,860
Renovation of Historic Courthouse + Addition	15,000 SF	12,883	18,036
Seismic upgrade of Historic Courthouse	10,500 SF	3,171	4,439
Replacement Courthouse	13,000 SF	9,146	12,805

Renovation + New

Total \$17.8

Total \$25



OPTION 4: LEVEL 2

Morrow County

HISTORIC MORROW COUNTY COURTHOUSE

ASSESSMENT AND FEASIBILITY STUDY

November 2021



 DLR Group



PROJECT TEAM

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TABLE OF CONTENTS

Assessment and Feasibility Study Overview	2
General Site Information	3
Morrow County Courthouse History and Historic Status	4
Morrow County Courthouse Existing Conditions Assessment	6
Executive Summary	6
Exterior Conditions	10
Interior Conditions	24
Mechanical Conditions	34
Electrical Conditions	36
Recommendations	40
JCF Criteria Analysis	44
Space Needs Analysis	48
Conceptual Layouts	51
Appendices	
Appendix A - Morrow County Space Need Summaries	
Appendix B - Morrow County Concept Layout Cost Estimates	
Appendix C - Morrow County Courthouse - ASCE 41-17 Tier 1 Seismic Eval.	

ASSESSMENT AND FEASIBILITY STUDY OVERVIEW

The intent of this feasibility study is to provide Morrow County with a physical assessment of the existing Morrow County Courthouse building physical conditions, functions and operations, as well as recommendations for improvements. The team was also asked to prepare an ASCE 41-17 Tier 1 Seismic Evaluation for the historic courthouse building with upgrade strategy sketches. The feasibility study scope included a space needs assessment based on existing conditions, industry standards and stakeholder input on current and future needs and anticipated growth. The team then produced concept level diagrams exploring several scenarios for reuse and/or expansion of the historic courthouse and providing anticipated costs.

ASSESSMENT METHODOLOGY

The information contained in this report was assembled by the project team based on review of available documentation provided by Morrow County as well as publicly available records and video conferences with representatives of Morrow County Facilities. Architect, structural engineer, and MEP engineer also conducted in-person visits to the building and were accompanied by Tony Clement of Morrow County Facilities. Team members observed the readily visible conditions of the building and systems and documented their observations in written notes as well as a combination of still photography and 360-degree reality capture photography. The architectural team compared existing conditions to existing documentation and noted major deviations. Select measurements were taken to evaluate ADA and code compliance in certain areas of concern. Visual observation of the building exterior was done from ground level with limited opportunities to view additional areas via roof access or at window openings.

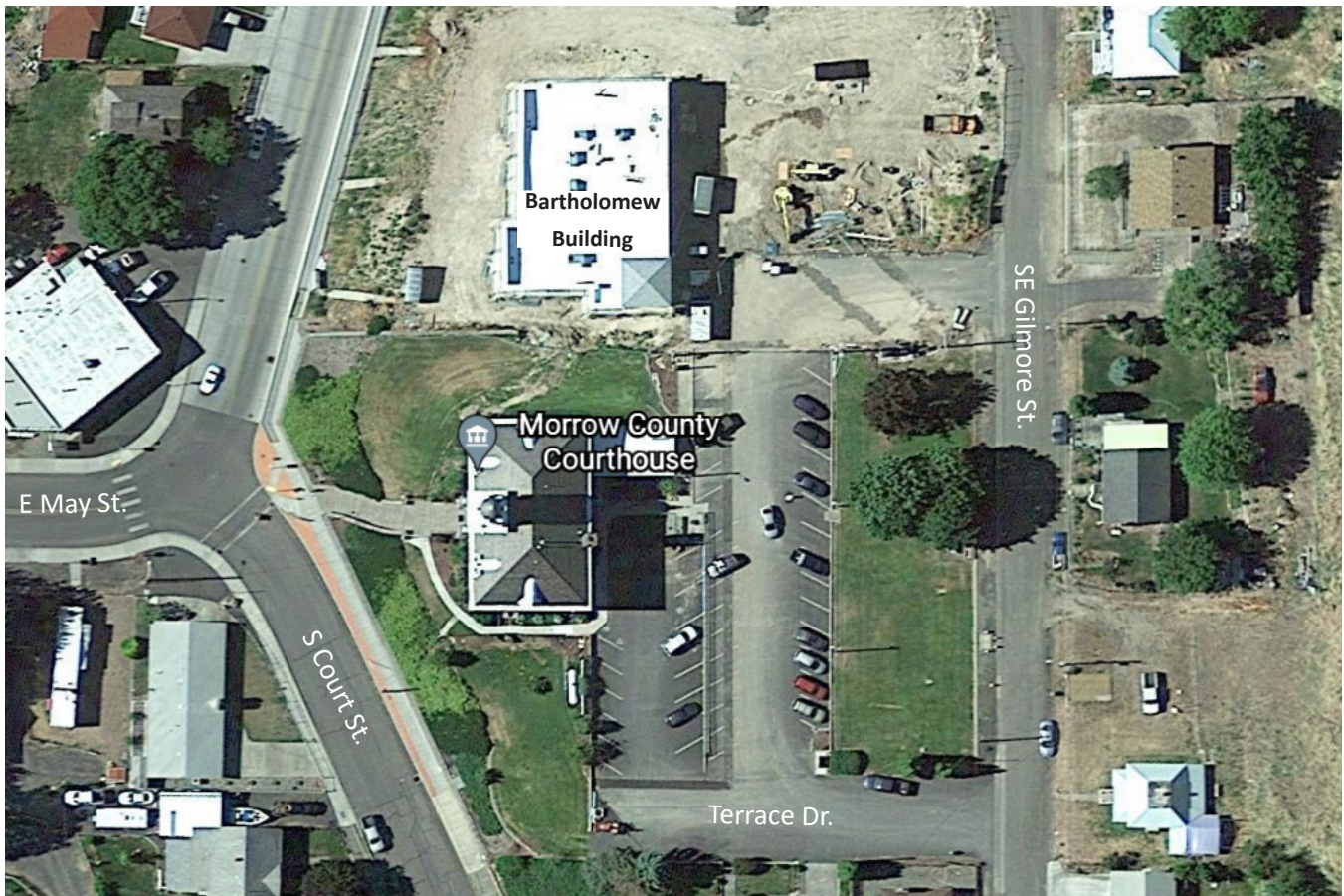
DISCLAIMER: DLR Group has prepared the conditions assessment portions of this document based on visual observation and information provided by Morrow County. The intent is to provide a general overview of conditions observed and to help identify potential maintenance needs. No detailed observation occurred, and the assessment team did not have comprehensive access to all areas of the building. No lift, swing stage, scaffolding, or other building access was provided as part of this observation. Items noted apply only to areas accessible for observation and do not address inaccessible, concealed, or substrate conditions. Items in this report are a representation of conditions noted at the time of observation. Building conditions are subject to continuous change over time, and conditions observed may become more pronounced or other items not visible at time of observation may present.

Observations contained in this report are preliminary. DLR Group scope of services did not include detailed inspection, investigative demolition or laboratory analysis of materials. Recommendations made within this report should be reviewed prior to performing work, and additional analysis may be necessary.

GENERAL SITE INFORMATION

Site Address: 100 Court St., Heppner, OR
Site Size: 1.41 acres (61,800 sf)
Map/Tax Lot: T2S, R26E, Sec. 35
Legal Description: Jones Addition, Subdivision Block 1
Zoning Designation: R-1

The Morrow County Courthouse occupies a hilltop site bounded by S Court Street to the west, Terrace Drive to the south, and SE Gilmore Street to the east. The adjacent site to the north is occupied by the Bartholomew Building. The remainder of the site is occupied by a green space and landscaping.



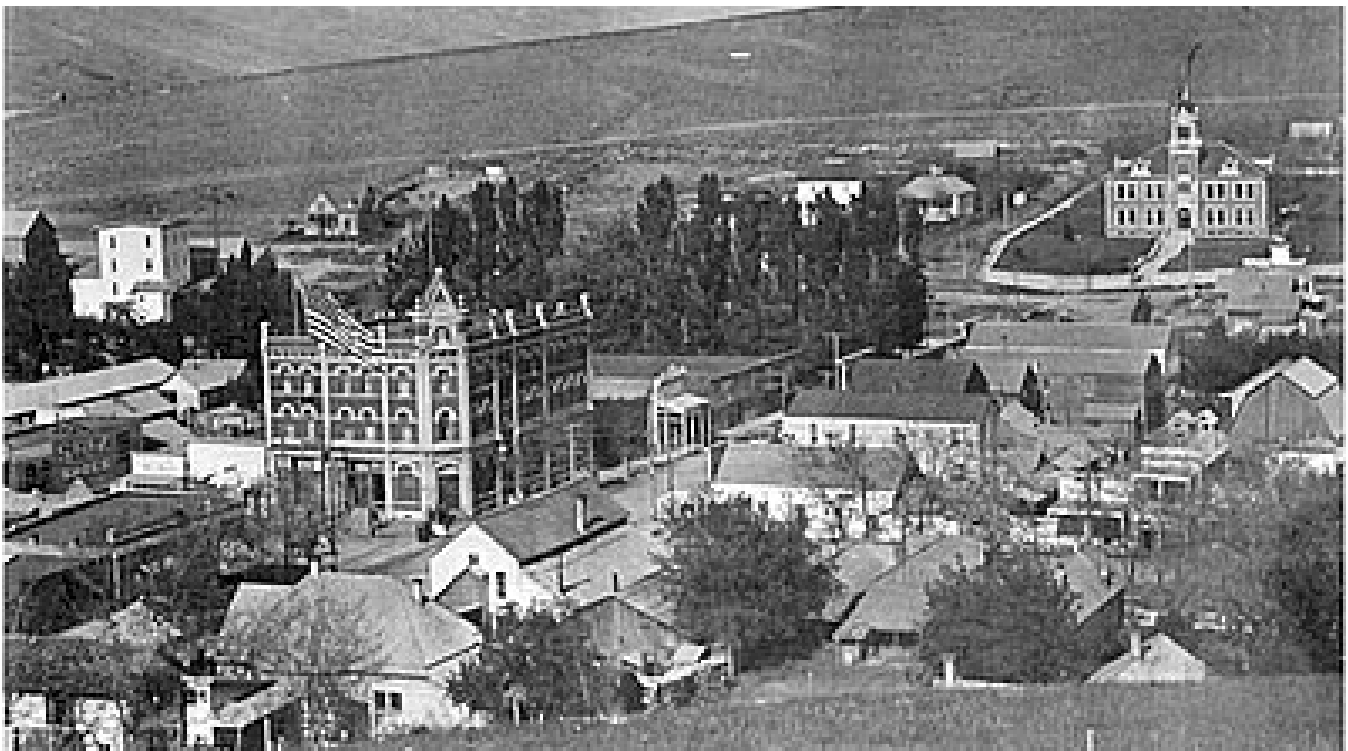
MORROW COUNTY COURTHOUSE HISTORY AND HISTORIC STATUS

Courthouse History:

Morrow County was created in 1885 and named for Jackson L. Morrow, an Oregon legislator and merchant from Heppner. Heppner was named the county seat that same year and a two-story wooden structure that became the first Morrow County courthouse. In 1902, Edgar M. Lazarus was commissioned to design a new courthouse on the same site as the previous wood structure.

The courthouse was designed in an eclectic style, borrowing elements from Baroque and American Renaissance. The building is composed of a distinctive blue basalt from the A.W. Osmin quarry just outside of Heppner with sandstone accents from the Baker area. The central feature is a tower that terminated in a domed cupola and contained clock from Seth Thomas Clock Company in New York.

The building was completed in March of 1903 for a cost of \$56,900. Soon after, a flash flood of nearby Willow Creek wiped out a large section of the town of Heppner leaving 247 dead and hundreds more residents homeless. The new courthouse, located on high ground, was spared from flood damage and served as a temporary shelter for residents in the aftermath.



1910 photo of Heppner with the courthouse shown in the upper right. (Oregon Digital Library)

HISTORY AND HISTORIC STATUS, CONT'D

Historic Status:

The Morrow County Courthouse was individually listed on the National Register of Historic Places in 1985. The National Register nomination form notes significance in the areas of “Architecture” and “Politics/Government,” recognizing that the Morrow County Courthouse is significant as a work of architecture and for its association with the history and development of Heppner and Morrow County.

Even though the building was placed on the register more than 35 years ago, it would still easily meet the primary eligibility criteria related to historic integrity. The Secretary of the Interior’s Standards and Guidelines define integrity as “the authenticity of a property’s historic identity, evidenced by the survival of physical characteristics that existed during the property’s historic or prehistoric period.” The Morrow County Courthouse would be considered to retain a very high level of historic integrity.

Historic Review Requirements:

State Level Review - Alterations to the Morrow County Courthouse will require review with the Oregon State Historic Preservation Office (SHPO). Oregon Revised Statute (ORS) 358.653 requires this process, also known as SHPO Clearance, for buildings owned by the state or any of its political subdivisions and are more than 50 years old and are undergoing alterations, considered for demolition, or being transferred out of public ownership. If any portion of proposed work involves site disturbance, a below-ground review by the State Archaeologist will also be triggered. The SHPO and State Archaeologist encourage consultation with local Native American tribes as part of their review process.



The recently completed Morrow County Courthouse. (Oregon Digital Library)



1902 interior view of the tax assessor's office (Oregon Digital Library)

EXECUTIVE SUMMARY

The Morrow County Courthouse is overall in fair physical condition and has been fairly well-maintained over the life of the building. There are, however, several items that need to be addressed pertaining to regular maintenance and certain mechanical/electrical systems that are at or beyond expected service life. The building has undergone several renovations over the years, but is in need of some updates to address accessibility concerns and operational issues. In addition, the Morrow County Courthouse has not been seismically reinforced, making it more vulnerable to damage in a seismic event. Additional items may need to be addressed or evaluated in conjunction with future renovation work; however, most of these items cannot be fully quantified until a renovation scope is established. (See "Recommendations" section of this report for additional information.) Below is a summary of items noted as part of the conditions assessment:

Building Exterior:

The Morrow County Courthouse is primarily a basalt stone bearing wall building on a mortared stone foundation. Foundation walls were only exposed to view in select areas of the basement and crawl spaces. The stones themselves are in very good condition with no signs of surface spalling observed. The areas of the foundation walls that were visible in the basement did not show any visible cracks or bulges, however, the mortar in these areas is quite soft and powdery. The above grade stone walls appeared to be in sound condition and the mortar observed in these areas appeared to be mostly adhered and sound. The stone walls at the bell tower exhibited the same soft mortar issue that was observed at the basement. The south wall of the building was previously caulked along the majority of the mortar joints. This is an improper repair method and it is failing. The roof areas are covered in a cedar shake shingle system. The shingles are showing signs of weathering including curling and cracking. There were also multiple areas observed within the attic where daylight was visible between shingles. The sheet metal dormer windows at the attic showed some signs of water damage on the inside. The cupola was replaced and clock/bell mechanisms were refurbished in 2014. The majority of the original windows have been replaced with modern wood sashes that have insulated glazing. The window paint appears to be in relatively good condition. An entry vestibule addition has been placed on the back side of the building that is not original or historic. There is currently no accessible pedestrian access between the courthouse and the Bartholomew Building.

Recommendations: The soft mortar observed at the basement walls is of concern as the mortar is key to the strength of the wall assembly. The evaluation team recommends a more comprehensive evaluation of the stone walls at the basement be performed to determine the scope of mortar pointing required, but it is likely that all below grade stone walls require pointing. Likewise, the stone walls at the bell tower should be evaluated, but it is also likely that all of these walls require pointing as well. The south building wall mortar should also be repaired to remove the caulking material and replace with mortar. **These mortar conditions should be evaluated and addressed as soon as possible.**

EXECUTIVE SUMMARY, CONT.

The existing un-reinforced stone chimney on the east facade should be removed, reinforced or at a minimum taken down to the roof line as it poses a significant safety risk in a seismic event. The existing cedar shake roofs should be evaluated by a qualified roofing contractor to determine whether repair is feasible or if full replacement is required. The sheet metal dormers should be further evaluated to determine if sheet metal joints are properly sealed. The two stone statues above the historic main entry should be seismically restrained to ensure that they do not detach in a seismic event.

Site: The stone staircase leading up to the building and the stone retaining wall that runs the western edge of the site show signs of mortar deterioration and are likely due for full pointing of those joints. An accessible (and possibly covered) pedestrian route between the courthouse and the Bartholomew Building should be explored as part of any future remodel of the courthouse.

Building Interior and Finishes:

The building interior has undergone a series of small renovations over the years, but overall retains a high level of historic interior finishes at walls and ceilings. Much of the historic woodwork is intact, but shows normal signs of wear and tear (scratches, worn finish, etc.) The interior plaster walls and ceilings are overall in good condition. There were isolated areas noted of water staining, but these mostly seem to be associated with pipe leaks/equipment issues. The public areas on the first floor have a wood laminate floor finish that looks fairly new. Offices and second floor areas have carpeting that is fairly worn.

The second floor is only served by one stair. Current codes for emergency exiting require two means of egress from that floor. The restrooms do not meet current code for plumbing fixture count.

The building has multiple areas that do not meet current ADA standards for accessibility, including the historic building entry and basement area. The historic stairs also do not meet current codes for ADA in terms of rise and run of treads as well as guardrail height. Restrooms have been added/updated in the past, however, they do not meet current ADA standards for accessibility. An elevator was added in 2004 that connects the first and second floor, but does not extend to the basement.

Recommendations: The historic interior woodwork is due for refinishing and carpeting is due for replacement. There are several ADA and code-related deficiencies noted in the Building Interior evaluation that would need to be evaluated as part of any interior renovation scope.

EXECUTIVE SUMMARY, CONT.

Mechanical and Plumbing Systems:

The courthouse is served by two main systems: the first floor and basement are served by a Variable Refrigerant Flow (VRF) system, while the second floor is served by a split system. The VRF system is relatively new and seems to be operating well. The split system on the second floor is older and some components of the system are not operational. There is currently no outside ventilation air being provided. The existing domestic water piping throughout the building is galvanized piping and likely beyond useful service life. There is a waste water lift station in the basement serving the basement plumbing fixtures. It was noted by facilities that the basement toilet clogs frequently.

Recommendations: At a minimum, the second floor split system is in need of balancing, maintenance and/or repair to ensure that all units are fully operational. The team recommends that the County consider replacement of the split system within the next 5 years with a VRF system and that an Energy Recovery Ventilator (ERV) be added for ventilation air and heat recovery. Galvanized steel piping should also be examined for signs of corrosion to prevent leaks. Full replacement of galvanized plumbing piping should be evaluated as part of any renovation scope. The evaluation team recommends that the sewer lines be evaluated with a pipe inspection camera to confirm that there are no root blockages or collapsed pipe blocking the lines. The waste water lift station should be on a regular maintenance schedule and alternatives to that system should be explored in conjunction with any renovation scope.

Fire Protection Systems:

The courthouse currently only has fire sprinkler coverage on the second floor.

Recommendations: The team strongly encourages the County to extend the automatic sprinkler system to cover the entire building. This will not only improve occupant safety, but will also help protect the historic resource in the event of a fire.

Electrical Systems:

In general, the courthouse electrical systems are functional, but many components are beyond expected useful service life. The panel-board is relatively new and is in good condition. Distribution panels range in age from 25 - 60+ years old with the older panels being beyond useful service life. Panels generally have limited capacity available to add loads. General distribution of power receptacles is insufficient for modern office functions and equipment. An interior lighting retrofit was done, likely in the 1990s, using fluorescent fixtures. This lighting is not energy efficient and does not meet current expectations for light levels or controls. There are code-related deficiencies related to emergency

EXECUTIVE SUMMARY, CONT.

egress lighting continuity and back-up power. Depending on scope of future renovation work and systems affected, lighting and power receptacles may require upgrade to meet Oregon Energy Code requirements.

Low voltage cabling is outdated, but functional. Telecom/server/data racks are located in spaces without adequate cooling or security. The existing fire alarm detection and annunciation system is likely insufficient to meet current codes. County clerk and circuit court operate separate access control and security systems, but there is no building standard system. No intrusion detection was observed at doors or windows. The circuit court operates their own surveillance cameras. Audio-Visual systems were only present in the courtroom.

Recommendations: Replace existing older distribution panel boards and add additional branch panel boards to better handle load. Code-required upgrades to lighting, emergency back-up power and fire alarm systems may be triggered depending on scope of future renovations. Recommend adding an emergency generator to maintain minimum functionality in a power outage. Recommend creating dedicated Main Distribution Frame and Intermediate Distribution Frame rooms with upgraded UPS. Any future renovation scope should also look at increasing power distribution, upgrading lighting systems, and upgrading low voltage/data systems. Security systems, surveillance, access control, etc. should be evaluated as part of any future renovation to ensure proper coverage for the determined use and configuration.

Seismic Considerations:

The Morrow County Courthouse has a structural system consisting of unreinforced masonry (URM) bearing/shear walls with wood-framed floor and roof systems. The courthouse has not been seismically reinforced as part of any past renovation projects. The Morrow County Courthouse has multiple seismic deficiencies inherent in the original design that are common for buildings of this construction type and era. These include walls and floors that are not strong enough to resist seismic forces, inadequate connections between walls and floors, and a lack of secondary support for beams, girders and trusses. An ASCE 41-17 Tier 1 Seismic Evaluation was performed as part of this scope of work and can be found as an appendix to this report.

Recommendations: The evaluation team strongly recommends that Morrow County consider undertaking a seismic retrofit of the Morrow County Courthouse to improve occupant safety in an earthquake. Whether this upgrade is mandatory or voluntary will depend on final determination of use and renovation scope.

EXTERIOR CONDITIONS

Building Configuration:

The Morrow County Courthouse is located as the focal point of its site and surrounded on three sides by a green space with landscaping. The site slopes dramatically to the west and a long stone staircase leads from the sidewalk elevation to the historic front entry door. The west edge of the site is lined at the sidewalk level by a retaining wall made of rough cut basalt units with a sandstone cap.

The courthouse building is approximately 10,000 square feet in gross area. The plan is rectangular and measures 82 x 51 feet with an attached portion at the northeast corner that originally housed the jail. The building is two stories with a partial basement and a hipped roof over the main volume of the building. The jail portion is a single-story with a flat roof. A square clock-tower sits at the center of the main facade and rises an additional 45' above the eave line to the tip of the finial. A entry vestibule was added (likely around 2018) at the east side of the building as well as a small storage addition at the single story portion.



Clock tower with historic main entry below.



Primary elevation with historic main entry and stone staircase

EXTERIOR CONDITIONS, CONT.

Exterior Stone Walls:

The Morrow County Courthouse is categorized as an unreinforced masonry (URM) bearing wall structure. This means that the exterior bearing walls are composed of solid masonry with no internal cavity and no reinforcing such as rebar. The walls of the courthouse are composed of rock face basalt stones held together by mortar that continue down below ground and form the foundation walls. The National Register Nomination notes the basalt was extracted from a quarry located just outside of Heppner. The building also features accents at the corners as well as the door and window surrounds that is noted in the original drawings as being sandstone from the La Grande area. The mortar joints are finished with a distinctive “beaded” profile on the exterior. The basalt and sandstone units themselves appear to be in very good condition with very few spalled surfaces noted. Mortar at the main volume of the building appeared to be mostly intact and well bonded. A few areas were observed where mortar was missing, mostly under the water table at the first floor. The mortar at the basement level (where accessible) and at the bell tower was noted to be extremely soft and powdery. The



Basalt exterior walls with sandstone accents



Beaded mortar joint profile

EXTERIOR CONDITIONS, CONT.

basement walls are likely subject to consistent moisture that may be contributing to the degradation of this mortar. The bell tower sits above the portion of the building that is served by the building heating and cooling systems. Mortar that is exposed to unconditioned space on both sides is subject to repeated freeze/thaw cycles that can weaken the material. Facilities had begun a pointing project, but the mortar removal was paused because of concerns with dust affecting the clock mechanisms below.

The mortar joints on the south wall of the building appear to have had a poly-urethane caulk applied adjacent to the mortar joints. It is likely that this was an attempt to fill gaps or address water infiltration issues, but it is not a recommended repair method as sealant can trap moisture inside of the wall and potentially exacerbate water issues. The caulk is not well adhered to the stone or mortar surfaces and can be easily pulled back.

There is a chimney located at the east face of the building that extends +/- 18' above the cornice line. It is original to the building and is expected to be un-reinforced stone.

Building facilities noted that there was previously a vertical crack at the northwest corner of the building adjacent to a downspout. The crack was repaired within the last year or so and the repairs appear to be stable. No cracking was observed at the time of the site visit and no obvious displacement of the wall was noted. The area should be monitored regularly for signs of the crack re-forming.



Stone wall at bell tower - mortar removal in process



Interior face of stone wall at basement showing signs of staining and soft mortar

EXTERIOR CONDITIONS, CONT.



White lines of caulk adjacent to mortar joints at south wall



Close-up view of caulking



Chimney at east wall



Northwest corner where crack was repaired

EXTERIOR CONDITIONS, CONT.

Exterior Stone Staircase and Retaining Wall:

The site slopes dramatically to the west and a curved staircase leads from the sidewalk level up to the historic entry doors. The staircase is over 80' long and is formed of sandstone treads and landings lined with a basalt stone knee wall with a sandstone cap. The mortar joints at the landings are missing in multiple areas. The mortar joints at the knee wall are also failing in multiple areas. The mortar at the surface appears to be Portland cement based and is showing evidence of bonding issues. This may be due to a previous repair that changed mortar types and/or did not fully remove deteriorated mortar prior to pointing.



Exterior stone stair landing with missing mortar joints



Mortar at stone retaining wall showing bonding issues

EXTERIOR CONDITIONS, CONT.

Windows:

The windows in the Morrow County Courthouse are predominantly variations of a one-pane-over-one-pane wood double-hung sash. The majority of the original wood sashes were replaced in 2010 with insulated glazed units set in the original wood frames. The wood sashes are painted on the outside and finished with a dark stain on the interior side. Interior window casings are either stained to match the sashes or are painted to match the interior running trim. The windows at the bell tower do not appear to have been replaced as part of the sash replacement scope. The windows at the basement were recently replaced with new vinyl sliding window units. Windows at the former jail addition have also been replaced with vinyl window units.

Overall the windows of all types are in good condition. The assessment team did not observe any evidence of water intrusion or dry rot of wood frames. Facilities staff did not note any issues with operability. Some occupants noted rattling at windows on the south side of the building in high winds.



Exterior view of typical window



Typical replacement sash

EXTERIOR CONDITIONS, CONT.



Vinyl replacement window at basement



Historic wood windows at bell tower



Historic main entry with replica doors



Entry Vestibule at east face of building.

EXTERIOR CONDITIONS, CONT.

Doors:

There are five exterior door openings at the courthouse. Of these openings, one is at the basement level and four are at the first level. The main entry doors at the first level are a pair of wood two-panel doors with a stained finish and glass lite at the top panel of each leaf. These are replica doors that were installed in 2000, but the exterior finish is considerably weathered. These doors likely see a fair amount of UV exposure due to their west facing location which can accelerate the “bleaching” effect on natural wood. These doors sit at the top of a flight of stairs and are not ADA accessible.

The two rear doors on the first level are each single-leaf two-panel aluminum doors with a glass lite at the top panel. These doors are both located at the entry vestibule that was added onto the building and are both equipped with ADA automatic door operators and act as the accessible entries to the building. Due to the adjacency to the parking lot and the connecting sidewalk to the Bartholomew Building, the east facing door is the most commonly used entry to the building.

There is also a door into the storage addition at the jail building and a basement-level door at the southwest corner of the building. These doors are painted hollow metal and not original to the building.

Entry Vestibule:

A small shed-roof structure has been added onto the east face of the building. While the National Register Nomination notes an addition of a similar configuration being added to the building in 1931, the current addition appears far more modern. The stone cladding is of similar size, shape and blend to the stone used for the adjacent 2018 Bartholomew Building with the doors being aluminum and windows being vinyl sliders. It is assumed that this addition was either rebuilt or majorly altered in recent years.

EXTERIOR CONDITIONS, CONT.



Typical sheet metal dormer



Shingles showing signs of weathering



Separating bracket under clock tower



Typical sheet metal dormer showing signs of paint peeling

EXTERIOR CONDITIONS, CONT.

Roof:

The main building volume is capped with a hip roof clad in cedar shake shingles. The shingles are applied over an underlayment material and nailed to wood skip sheathing. The shingles observed showed signs of weathering including cracking, splitting and curling. There were also multiple areas in the attic where daylight could be seen in gaps between the shingles. Cedar shake shingles do expand and contract depending on moisture levels and temperature, and some level of curling is expected. The weathering observed did appear to be more advanced with many areas splitting and missing ridge units.

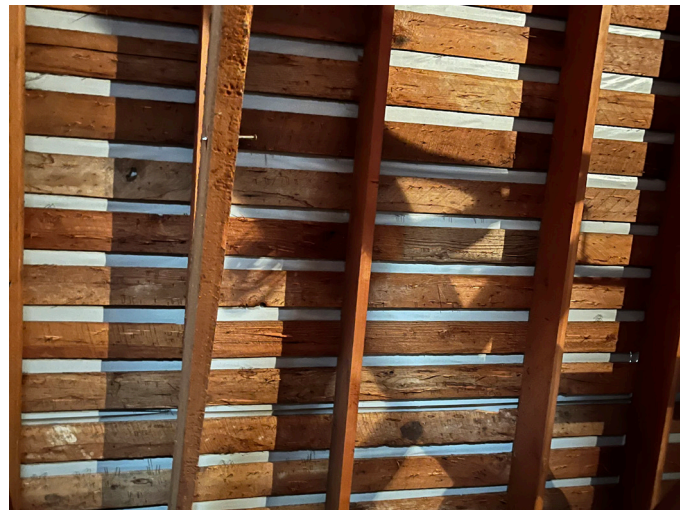
There are four barrel shaped dormers located on sloped roof areas: two on the west side, one on the north and one on the south. These dormers are painted, formed sheet metal and contain a circular window in each one. The dormers exhibited peeling paint at the exterior and signs of water staining at the wood support framing at the interior.

The main sloped roof areas drain to an exterior gutter system with exposed downspouts located throughout the exterior. These gutters are integrated into a wood and sheet metal cornice that occurs at the perimeter of both the main roof and at the base of the clock tower. There are also ornamental sheet metal brackets that occur at both of these cornice lines. The team observed two locations along the east side of the bell tower cornice where these brackets were separating from the cornice. These brackets are located at the back side of the bell tower just above the main roof.

Building facilities noted that the gutters are in need of cleaning/maintenance, but did not indicate that the building is currently experiencing any roof leaks.



Cedar shake shingle roof



Interior view of roof assembly

EXTERIOR CONDITIONS, CONT.

Clock Tower:

The stone walls of the clock tower rise 18' above the cornice line and transition into a cupola. The cupola portion was restored in 2014. The project replaced the dome and finial and restored the existing clock and bell to working condition. The clock mechanisms were originally manufactured by the Seth Thomas Clock Company of New York, and are original to the building. The clock mechanism was removed from the clock tower and relocated to a display location within the first floor entry lobby. The cables that connect the mechanism to the clock faces and the bell run through a chase that extends from the first floor to the cupola.



Recently renovated clock tower



Refurbished bell

EXTERIOR CONDITIONS, CONT.

Statues:

Two stone statues depicting Justice and Liberty are set on top of the entry portico pillars that frame the historic main entrance. Documentation suggests that these statues were carved by the Monterastelli Brothers who also cut and trimmed the stone for the entire building. The assessment team was only able to observe the statues from the sidewalk level, but did not observe any ties or restraints. This suggests that the only connection is at the base of the statue. The condition of the existing connection could not be verified.



Statue set above main entrance.



Statues set above main entrance

EXTERIOR CONDITIONS, CONT.

Parking and Site Accessibility:

While the historic front door is unlocked and available to the public as an entry, the vast majority of visitors use the building entrance on the east side of the building where the parking lot is located. The surface parking lot consists of an upper and lower section. The upper section extends to the north and is contiguous with the parking for the Bartholomew Building. The lower parking area is several feet lower than the upper parking area and accessed by a switchback driveway. The lower parking area contains three designated accessible parking stalls. The parking stalls to the east do not have a striped access aisle or accessible path to the building designated.



Upper and lower parking lots adjacent to the east side of the courthouse

EXTERIOR CONDITIONS, CONT.

There is an sidewalk that connects the Courthouse and Bartholomew buildings, but the path to the front door either leads down a flight of stairs or to the end of the drive aisle. The sidewalk ends at the drive aisle leaving no accessible path to cross the vehicular traffic zone and provide access to the building.

From a security standpoint, there are no architectural barriers separating the lower public parking area from the entrance to the courthouse.



Stairs leading to the upper parking lot as well as the sidewalk to the Bartholomew Building

INTERIOR CONDITIONS

Overview

There are three occupied levels in the courthouse, the basement, first level and second level. First and second levels are connected by an elevator, while all levels are accessible by stairs.

Basement

The basement covers an area about 3/4 of the ground floor building footprint and primarily houses storage, mechanical and employee support spaces. There is currently an in-custody holding area located on the west side of the floor that is used when needed for court proceedings. The basement also houses the primary employee break room and a single-user staff restroom. In addition to various mechanical and electrical rooms, there is an IT office that also houses the main data racks in a secure closet

This level is accessed from the interior by two staircases. Both of these stairs are extremely steep and narrow and are challenging to navigate safely. There is also an exit directly to the exterior at the southwest corner adjacent to the elevator pit. The elevator does not serve the basement



Basement break room looking east. Stairs to first floor at the back wall

INTERIOR CONDITIONS, CONT.

The single-user staff restroom is heavily utilized, but does not meet current ADA standards. Facilities noted that this toilet clogs often.

There is an original historic vault being utilized as records storage. There is no humidity control or ventilation air in the basement and the storage vault had a strong smell that suggests the potential presence of mildew. An air quality report provided by the county noted that moisture has been an issue in the basement previously. While no current areas of water damage were noted, the plaster at the west wall was recently repaired and the windows replaced with new vinyl sliders.

With the exception of the vault, the majority of the basement rooms are not original and appear to be the result of multiple smaller remodels over the years. Finishes are 'modern', but likely 30+ years old. Common finishes include laminate paneling, acoustic ceiling tiles and carpet that are all fairly worn.



West basement wall was recently re-plastered and windows were replaced.

INTERIOR CONDITIONS, CONT.

First Floor

The first floor primarily houses Morrow County departments and functions including: County Clerk, Tax and Assessment, and Treasurer's offices. In addition to the County departments, the original jail annex is being used by the District Attorney's office for Victim Services.

The plan is rectangular with two axes of circulation. The short axis connects the historic entry foyer to the grand staircase that then leads up to the second floor courtroom. The long axis corridor provides access to the various County department offices and terminates on the south end at the new elevator. The Office arrangements on this floor are largely original with some modification over the years that have mostly relocated or filled in openings in the walls. The County Clerk's office contains the original built-in vault that is still utilized for secure records storage. This vault stacks directly on top of the vault in the basement.

Almost all of the areas still have the original historic wood doors, relites and transoms as well as original running trim and wainscot. The wood surfaces are in good condition, but are due for finish touch-up and refinishing in higher traffic areas.



First floor historic foyer with historic clock mechanism display to the right

INTERIOR CONDITIONS, CONT.

The original plaster finish on the walls and ceilings is intact and exposed in most conditions. Although the original lighting was removed in the 1950s, the ornamental plaster medallions where the original light fixtures hung are still in tact. The plaster is general in very good condition. Very little cracking was observed and was mostly associated with openings. There is an area in the Clerk's office where there was water damage. Per facilities, this is likely from an exterior downspout issue that has since been resolved.

There is a large framed opening in the Assessor and Tax Collector's office where the beam has deflected. Per facilities, there had been a law library set up in the corner of the 2nd floor courtroom. It is likely that the load from the book shelving caused the beam to deflect. This library has since been removed.

The first floor has one single-user restroom for public use that is located underneath the grand staircase. This restroom serves as the accessible restroom, but does not fully meet current ADA guidelines for grab bars and required clearances.

A separate stair to the south of the grand staircase provides access to the basement. This stair is steep and extremely narrow.



First floor Morrow County Clerk's office with original storage vault in the background.

INTERIOR CONDITIONS, CONT.

Grand Staircase

A central 'grand staircase' sits on axis with the historic building entrance on the first floor and then splits to each side at an intermediate landing before ultimately landing at the historic courtroom lobby. The stair features the original wood balustrade, newel posts and wood wainscot on the wall side. The woodwork is overall in very good condition, but is likely due for general refinishing to address general wear and tear such as surface scratches and areas where the stained finish has worn off. The historic balustrade does not meet current code requirements for guardrail height and the stair does not have separate handrails. Modifications to the balustrade railing can be done, but they are difficult and often have a negative impact on the historic character. There is an opportunity to add handrails at the wall sides of the stair which could improve safety with minimal visual impact. In a renovation scenario, the building official may at their discretion require modifications to the stair rail to better meet life/safety requirements.



Grand staircase at the first floor leading up to the Courtroom



Detail view of historic wood balustrade

INTERIOR CONDITIONS, CONT.

Jail Annex and Entry Vestibule

The jail annex has been remodeled to house Victim Services. The space has been divided into an office space containing a workstation and a small child waiting, a storage area and a small single-user restroom. The windows in the annex are not original and have been replaced with vinyl. The exterior walls of the courthouse are still exposed inside the vestibule. The other walls have a simplified version of the wood wainscot at the historic courthouse interior using square edge profiles. Doors and windows also have a simple square casing.

The entry vestibule provides a covered connection between the victim service office and the main courthouse building. The vestibule also covers a second stair to the basement. This stair is extremely steep and contains winder treads at the bottom. This enclosure is in poor condition with evidence of significant water damage at the concrete walls. Several steel plates with straps are supporting the ceiling above the bottom landing. The steel is heavily corroded.



First floor entry vestibule area with door into courthouse on the left and access to Victim Services on the right.

INTERIOR CONDITIONS, CONT.

Second Floor

The second floor primarily houses court functions including the courtroom, jury deliberation, judicial offices, circuit court administrative area and the district attorney's offices.

The grand staircase terminates on the second floor at a public lobby area outside of the courtroom. A security screening area has been added at the top of the stairs, but it is only staffed when court is in session.

There is a corridor on the long axis that terminates at the courtroom on the north side and the elevator on the south. The elevator was installed in 2004 and is located at the south end of the corridor. The elevator connects the first and second floors, but does not go to the basement. As it is the only elevator, it is shared by staff, judges, and in-custody defendants. The corridor is also shared and is the only ADA accessible route to the courtroom.

The corridor also provides access to the circuit court administrative area where a transaction shelf has been added to the door to serve as the public service counter. The circuit court administrative area



Second floor courtroom lobby with security screening station

INTERIOR CONDITIONS, CONT.

contains two staff workstations and a small terminal for public use. The district attorney's office is located across the corridor and has a similar transaction shelf at the door. The office space contains a front reception office with a smaller office behind and the main DA's office to the side. The judicial office is accessed off of the public hallway, but does have a dedicated hallway connecting to the courtroom. Currently the judicial office is shared by both circuit court and justice court judges. There is not currently adequate acoustic separation between the judicial office and the adjacent jury deliberation room.

Finishes on the second floor are the same as on the first floor with identical plasterwork, wainscot and running trim.

There is a very small kitchenette area located in the entryway to a single-user restroom that is accessible to staff and the public. The judicial offices and jury deliberation rooms also have single-user restrooms within their spaces. None of these restrooms meet current ADA standards for accessibility.



Second floor public hallway with elevator and public transaction area at door of circuit court administrative area

INTERIOR CONDITIONS, CONT.

Courtroom and Jury Deliberation

The courtroom is located at the north side of the second floor and is currently shared by both circuit and justice courts. There is a small jury deliberation room directly adjacent and a hallway that connects to the judicial office.

The courtroom is a simple rectangular plan with the judge's bench area at the head of the room with the jury box to one side. Court clerk and reporter are seated directly in front of the judge's bench with the witness stand directly adjacent. Two attorney tables are placed between the clerk area and the gallery. There is a fixed wood railing that separates the gallery from the rest of the courtroom. Currently, a bailiff's area is located at the southeast corner of the courtroom with a desk and bench for transferring in-custody defendants. The courtroom has a coved ceiling that is about 18" taller than the surrounding spaces and is accentuated with crown moldings.

The public entry to the courtroom is near the back of the room with two doors located at the front of the room leading the judicial office and jury deliberation. These wood doors and frames are original to the building and all have awning style transom windows above. The courtroom also has the same wood wainscot and running trim that are typical throughout the rest of the building. The walls and



View of historic courtroom featuring original furnishings

ceiling maintain the original plaster finish and plasterwork medallions. There were several locations of water damaged plaster on the courtroom ceiling. This appears to be the result of water leaking from one of the HVAC units located in the attic. Fabric wrapped acoustic panels have been added to the courtroom walls. This type of panel is not intended to provide acoustic separation, but rather to reduce reverberation within the space.

The judge's bench and jury box are composed of original built in wood millwork. Neither area meet accessibility standards as they are both located on raised platforms with steps. The gallery area contains original wood benches with wrought iron legs.

The jury deliberation room is located directly adjacent to the courtroom to the south of the judge's bench. The room is undersized for the necessary capacity. There is a conference table that seats 10 with additional chairs to the side. A closet has been added to the south wall of the room that protects the cabling that connects the clock mechanism in the lobby below to the clock tower above. A small space on the west wall is dedicated as a refreshment area. There is a single-user restroom within the deliberation room, but it is not ADA compliant. The jury deliberation room is not adequately separated acoustically from the courtroom or the judicial office to prevent sensitive conversations from being overheard.



Jury deliberation room directly adjacent to the courtroom with closed for clock cabling.

MECHANICAL CONDITIONS

HVAC SYSTEMS:

The ground floor rooms are served by a Variable Refrigerant Flow (VRF) system. There are wall mounted conditioners in each of the rooms to provide heating and cooling. It is unclear what is providing ventilation air to these spaces.

There are gas fired furnaces with split system cooling coils that provide heating, cooling and ventilation to the courtrooms. The supply and return ducts are routed in the attic. There is an existing boiler that used to provide heating throughout the building. The boiler has been abandoned and is behind a wall. Some of the radiators have been removed and some are still in place. The piping for the removed radiators has been cut off at the floor level.

Assessment Findings

- One of the second floor DX units with gas furnace is not functioning properly.
- There are some maintenance issues with some of the DX units.
- Unused piping and radiators have been abandoned in some of the rooms.
- It appears some of the ductwork in the attic was not insulated.

PLUMBING SYSTEMS:

There is domestic cold water throughout the building. Much of the domestic cold water and hot water is in galvanized pipes. There are tankless style water heaters throughout the building that provide domestic hot water for lavatories, sinks, etc. There is a waste water lift station in the basement to pump the sewage to the city sewage system. There is a mix of plastic and steel waste piping inside the building. It is unknown what the underground piping is made from.

Assessment Findings

- Galvanized piping is prone to getting plugged with internal corrosion.
- The sewer lift station gets plugged often.
- There appears to be some root blockage in the underground sewage piping.

MECHANICAL CONDITIONS SUMMARY, CONT.

FIRE SPRINKLER SYSTEMS:

There are fire sprinklers on the second floor. The other portions of the building do not have any sprinkler system coverage

Applicable Codes (as of November 2021)

- 2019 Oregon Mechanical Specialty Code
- 2019 Oregon Zero Energy Ready Commercial Code.
- 2017 Oregon Plumbing Specialty Code
- 2021 Oregon Energy Efficiency Specialty Code*

** Depending upon the future programming amount of renovation planned for the building, the Authority Having Jurisdiction may view the work as a substantial alteration to the building at which time the entire mechanical system for the renovated portion of the building may be required to be brought up to current Energy Code requirements.*

ELECTRICAL CONDITIONS SUMMARY

ELECTRICAL SYSTEMS:

Main Service

The existing service to the building is in the basement in a storage room and is an 600A, 120/208V, 3 Phase, 4 wire service. The panel-board was manufactured by Siemens and was installed in 1996 and is in good condition. The panel-board has six service disconnects which was allowed under past versions of the National Electric Code but is not currently. Since 6 disconnects are in use, there are no further allowed for additional breakers. Arc Flash labels have been applied but the incident energy calculation information was not observed. It's unlikely that an Arc Flash study has been done and while not required it is recommended for evaluation of worker safety to identify proper PPE protection when working on electrical panels.

Distribution

Branch panels are of varying age, panels 'A', 'B' and 'E' were installed in 1996 and are in good condition. The other panels in the building range from the 1960s to the 1980s, these older panel-boards should be replaced as they are past their useful life span and the reliability of the breakers could be suspect. In general, the Panel capacity for all panels is limited and does not have capacity for additional breakers to serve additional receptacles which appear to be needed. Without replacement of the existing branch panel-boards, the available watts per square foot will be a limiting factor for additional receptacles or cooling loads. Replacement of existing panel-boards from the 1960s to 1980s is recommended.

Receptacle distribution is lacking and insufficient in most of the building. Many of the spaces have limited receptacle coverage with numerous cords and plug strips to extend power to work locations, which presents a fire hazard. Most of the receptacles appeared aged and may no longer have good plug retention. Additional receptacles are recommended. A large amount of surface mounted wire-way was observed in varying condition. Due to the solid wall construction of the building this approach was necessary to route wiring.

Emergency Distribution

There is no emergency generator and the building does not generally comply with current emergency egress lighting codes. The team did not observe any Emergency Egress Lighting or independent emergency battery units. Very limited exit signage was observed and it's likely it does not meet current codes.

ELECTRICAL CONDITIONS SUMMARY, CONT.

Lighting Fixtures

The lighting in the building is a variety of surface, recessed and pendant fluorescent fixtures without dimming. The surface and pendant fluorescent fixtures are 1x4, wrap around fixtures and appear to be at least 20 years old. The recessed 2x4 fluorescent fixtures are estimated to be about the same age. The corridors have surface and pendant mounted fluorescent fixtures. The private offices have 1x4 fluorescent fixtures. The courtroom had pendant mounted fluorescent fixtures. There are a few pendant and surface incandescent globes which should be salvaged and reused.

Lighting Controls

Controls mostly consist of manual toggle switches. Few occupancy sensors and no daylight sensors were observed. Current Oregon Energy Code (OEC) requires automated control of lighting. Exterior lighting was controlled by a time clock/contacter. While this could be maintained and reused, we would still recommend replacement with a programmable relay panel which would allow for greater control of the lighting schedule via cloud-based software.

Exterior Lighting

Building mounted lighting consists newer wall mounted LED fixtures at the rear entry and on the newer building addition. Historic pathway and area light fixture poles were observed and the spacing looked to be adequate to illuminate the immediate pathways on the west and east side sides of the building. The south side should have additional security or pathway lighting added. Egress doors out of the building do not have egress lighting which meets current code. Since the construction of the building, NFPA 101 Life Safety code has grown more stringent when it comes to the required illumination of exterior egress paths. Specifically, there is requirement for the illumination of 1 footcandle at the egress discharge from the building. We recommend adding additional exterior lighting from the exit doors to right of way.

ELECTRICAL CONDITIONS SUMMARY, CONT.

Applicable Codes (as of November 2021)

- 2021 Oregon Electrical Specialty Code (OESC)
- 2019 Oregon Zero Energy Ready Commercial Code.
- 2021 Oregon Energy Efficiency Specialty Code*

**Depending upon the future programming amount of renovation planned for the building, the Authority Having Jurisdiction may view the work as a substantial alteration to the building at which time the entire electrical system for the renovated portion of the building would potentially be required to be brought up to current Energy Code requirements.*

LOW VOLTAGE SYSTEMS:

Data

Existing Data Main Distribution/Server Room is located in the basement behind a fenced enclosure and is generally in good condition and well maintained. The Cabling observed was Category 5E was observed and does not necessarily need to be upgraded, the cabling runs either directly to the first-floor offices or to the attic in a 4" conduit and is then distributed to offices and the courtroom. If the existing cable is significantly disturbed during any future demolition, it would require retesting and re-certification which it would then make sense to upgrade the cable and outlets.

The telecom and data racks access and workspace does not meet NEC or OSHA access requirements. It's also in the open in an unconditioned space and has limited security and could be easily accessed by non-authorized staff. The courtroom also had a separate data distribution rack. Small uninterruptible power supplies (UPS) were observed in the data racks, condition was fair, and it was not apparent if the batteries were in serviceable condition.

Wireless Access Points were observed, and the coverage appeared adequate and in very good condition.

Phone

An existing telephone DEMARK is located in below the stairs in a basement closet and is still be in use. A NEC phone system is being utilized and is in good condition.

ELECTRICAL CONDITIONS SUMMARY, CONT.

Paging

We did not observe a separate paging system and it appear that communications are via the NEC phone system. We recommend a central audio rack with paging speaker distribution to be added to provide coverage for the general public and for building wide communication. A new paging system and reader boards would also allow for emergency notifications or notification of building lock down events.

Audio-visual

Existing Audio-Visual systems was limited to the courtroom. A Polycom Communications system is currently used for Video broadcast between remote facilities. Wall mounted LCD monitors were installed in the courtroom with Media input/output controls and video conferencing. A remote speaker is in the second floor lobby which appear connected to the courtroom system. These systems are in good condition and could be maintained depending on the extend of future renovations.

Clock System

No central clock system was observed. A clock system could be integrated with a new paging system could be combined into a single system.

Intrusion Detection

Door monitoring of exterior doors, motion detectors and building alarms were not observed.

Access Control

Limited access control was observed at the court areas only.

Video Surveillance

A Video Surveillance installed for the Court System was observed and appeared to be in good condition with adequate coverage. The County portion of the building does not have video surveillance.

Fire Alarm Detection and Annunciation

The existing system is a Silent Knight system and is in fair condition. However, the building wide detection and annunciation device coverage observed appeared to be insufficient to meet current codes.

RECOMMENDATIONS

Per the items noted in the existing conditions summary, the assessment team has the following recommendations for the historic Morrow County Courthouse. The recommendations are separated into two categories:

Maintenance Needs - Items that should be evaluated and/or implemented in a timely manner independent of future work as they are key to preventing deterioration of the building or systems.

Future Renovation Considerations - Items that are contingent on the establishment of a future renovation work scope. These items are related to code-required upgrades that may be triggered, replacement of fixtures or systems that are past useful life, or opportunities to increase safety/efficiency, but will require definition of a renovation scope to fully evaluate or implement.

Maintenance Needs

Note: These recommendations are based on observations noted at time of site visit and input from facilities staff. It is anticipated that other maintenance needs may arise or conditions noted might further deteriorate over time.

Building Exterior:

- Recommend evaluation of the mortar joints in the basement foundation walls looking at concealed conditions to determine if mortar issues are widespread. **These issues should be addressed as soon as possible to maintain the structural integrity of the wall.**
- Complete mortar pointing at the stone bell tower walls. **This should be completed as soon as possible to maintain the structural integrity of the wall.**
- Consider reinforcement, removal or partial removal to the cornice line of the existing stone chimney.
- Recommend further evaluation of the cedar shake roof system to determine if repair is feasible, or if replacement is required
- Recommend further evaluation of the sheet metal dormers to determine extent of corrosion and identify areas of water infiltration.
- Recommend inspection of existing attachment of the statues located at the historic entry to ensure that they are secure.
- Recommend pointing of historic exterior stone staircase and retaining wall.

Building Interior:

- Repair historic finishes at areas of past water damage and address normal wear and tear.

RECOMMENDATIONS, CONT.

Mechanical and Plumbing Systems:

- Check all split systems to determine specific maintenance issues that need to be addressed.
- Check ductwork in the attic to ensure it is insulated as needed to ensure efficient operation.
- Hire balancing firm to confirm ducted systems have appropriate airflow to each room.
- Camera existing sewer line to determine if there are root blockages or collapsed areas. Make necessary repairs as soon as possible to prevent future issues and potential damage
- Service/repair the sewage lift station as soon as possible to ensure proper operation and prevent potential future damage.

Electrical Systems:

- Consider adding a diesel powered generator to provide emergency power.
- Replace existing panel boards and add additional branch panel boards to better handle load
- Replace smaller individual UPS units with a single larger UPS for ease of battery maintenance with remote status reporting of battery life and condition.

Future Renovation Considerations

Depending on renovation scope and final determined use for the Morrow County Courthouse, DLR Group recommends that the following be evaluated and/or implemented (*Items listed under "Maintenance Needs" should be considered as part of any remodel scope if not resolved prior*):

Building Exterior and Interior:

See "Maintenance Needs"

- Evaluate potential for a new addition on the east side of the building to provide better access and security.

ADA/Accessibility:

- Address the current lack of accessible pedestrian route between the courthouse and the Bartholomew Building. Consider creating covered walkway connection.
- Add elevator to provide ADA access to the basement
- Provide restrooms that fully meet current ADA guidelines for stalls, fixtures, and layout.
- Evaluate miscellaneous elements such as door hardware, casework, plumbing fixtures, etc. to ensure equitable public access.

RECOMMENDATIONS, CONT.

Life Safety:

- Add an egress stair to provide a second means of emergency exiting from the second floor.
- Evaluate interior historic stairs and guard railings. Stairs do not meet current standards for rise and run, and guardrails are below code minimum height. Depending on renovation scope and discretion of Authority Having Jurisdiction, these may require alteration to achieve minimum guardrail height requirements and add handrails.

Mechanical Systems:

- The county should plan in the future to replace the HVAC system on the second floor with a VRF system similar to the first floor system. When this work is completed, an Energy Recovery Ventilator (ERV) should be installed to provide ventilation to all spaces. It will recover some of the heat to save costs for conditioning the incoming air.

Plumbing Systems:

- Consider replacement of all galvanized domestic water piping. Copper or PEX piping will provide much better flow and reduce the number of repairs that are required.

Fire Sprinkler Systems:

- Extend automatic fire sprinkler system to cover the entire building.

Electrical Systems:

- Replace all existing receptacles and add new receptacles to meet the power needs of the building users. The wire-ways are aged and should be replaced and consolidated to match the remodel use of each space.
- Evaluate existing 600A service if future loads are added to the building.
- Except for the few historical pendant globes, all of the building lighting should be replaced in entirety. New fixtures should match the original historical character of the building, there several LED fixture manufacturers' which could meet this requirement. New lighting fixtures should be LED fixtures with dimming and daylight dimming to meet current Oregon Energy Code and to allow for greater visual comfort and user control.
- Light fixture replacement to LED will trigger the implementation of the current OEC and the replacement of controls to provide occupancy and daylight sensors.
- Add a separate on-site power source (batteries or generator with a transfer switch) as required for Life Safety loads such as egress lighting. When lighting replacement takes place a central lighting inverter should be added to serve selected fixtures within the building.
- Replace and add exterior lighting extending from the exit doors to the right of way per code.

RECOMMENDATIONS, CONT.

- Replace exterior lighting time clock/contactors with a programmable relay panel, which would allow for greater control of the lighting schedule via cloud-based software

Low Voltage Systems:

- Any significant remodel with space reconfiguration would trigger new code requirements to add voice evacuation, this would require a full system upgrade with a new panel and annunciation speaker strobes installed. Under an extensive tenant improvement, a full system upgrade would be required and annunciation speaker strobes installed.
- Create a dedicated main distribution frame (MDF) room and a dedicated intermediate distribution frame (IDF) room with mechanical cooling and secured access control
- Add a separate secured room or closet to house court related data rack.
- Consider replacing existing Category 5E data cabling with Category 6.
- Evaluate specific needs related to security, surveillance, and access control once building use and operations are confirmed.
- Recommend an intrusion detection system be installed. A new system would allow for the installation of duress/panic alarms in the court spaces.

Seismic Strengthening:

The evaluation team strongly recommends a seismic retrofit of the Morrow County Courthouse to improve occupant safety in an earthquake. Whether this upgrade is mandatory or voluntary will depend on final determination of use and renovation scope.

JCF CRITERIA ANALYSIS OF EXISTING

I. General Facilities Design Assessment Criteria

1. Building Configuration:

Higher security levels are located on higher floors. Internal circulation is not divided, and in-custodies are passing through public/staff spaces.

2. Public Service Requirements:

Public waiting areas are likely sufficient during typical days and likely not on days with trials, tax deadlines, or other functions occurring simultaneously. Building directories and kiosks not provided. Signage is limited and does not contain braille.

3. General Office and Workstation:

Limited ability to adjust workstation sizes to meet specifics of the standards. Workstations and offices are often times over/under sized to work within office sizes available.

4. Provisions for Persons with Disabilities:

Building currently has multiple ADA deficiencies. See Existing Conditions Assessment section.

5. Security and Public Safety:

Site is configured with public parking adjacent to the building and limited surveillance is provided by the circuit court. Building is not fully sprinklered and fire alarms likely do not meet current codes. No emergency power is provided. See Existing Conditions Assessment section.

6. Seismic Safety:

Building is not currently seismically reinforced. See Seismic Evaluation.

7. Heating, Ventilating and Air Conditioning (HVAC):

HVAC system serving the courts floor is not fully functional. No sound baffles were noted in the ductwork observed in the attic. See Existing Conditions Assessment section.

8. Plumbing and Electrical:

No drinking fountains provided and building does not meet current codes for restroom fixtures. Separate restroom facilities are not provided for public, staff, and in-custody. The electrical systems have very limited capacity for growth. See Existing Conditions Assessment section.

9. Information Systems and Communications:

Telecom rooms do not have dedicated cooling and are located in the basement. They are secured and are connected to UPS. See Existing Conditions Assessment section.

10. Lighting:

Light levels appear generally adequate. See Existing Conditions Assessment section.

JCF CRITERIA ANALYSIS, CONT'D

11. Acoustics:

There is not currently adequate acoustic separation between spaces per the standards.

12. Parking; Vehicular and Pedestrian Access:

No secure access for judges. Drop-off and parking are available. Loading zones are not provided. Deliveries do not go through an x-ray. Access to the courthouse meets ADA requirements, but only from the lower parking area. There are currently two entrances open to the public on opposite building sides.

13. Building Support Services:

First aid station located at staff break room. Food service at staff break room. There are storage areas for supplies, equipment, and maintenance needs. No maintenance shop or office is provided. There is space for custodial needs and shredding.

II. Courtroom Assessment Criteria

1. General criteria:

Existing courtroom appears to be adequate size and configuration to accommodate proceedings.

2. Courtroom Size Criteria:

Existing courtroom meets the size criteria.

3. Courtroom areas:

Existing courtroom has the areas required, but the historic nature of the space does not accommodate some of the space and configuration criteria. Historic court furnishings are not ADA compliant.

III. Judicial Offices and Support Space

1. Judicial offices:

The judicial office is shared by the justice and circuit court judges. It is accessed by a corridor shared with staff, jurors, and potentially in-custodies. It is near the courtroom but does not have adequate sound insulation separating jury deliberation. The office does not have a silent duress alarm and is not 350 NSF. Office does have a private restroom (not ADA compliant) and a private access hallway to the courtroom.

2. Support Space:

Staff work areas are directly adjacent to the judicial office and there is an internal connecting door between the two.

JCF CRITERIA ANALYSIS, CONT'D

IV. Jury Assembly and Deliberation

1. Jury Assembly:

No assigned jury assembly space within the historic courthouse. Jury assembly is currently done at the Bartholomew Building next door.

2. Jury Deliberation Room:

Jury deliberation room is too small and lacks adequate acoustic separation from the courtroom and judicial office. There is a restroom for jurors (not ADA compliant) and a small refreshment table.

V. Court Administration

1. General Considerations:

Administrative office is located on the public corridor, but not directly connected to private corridors. Duress alarms are not currently provided.

2. Court Administration Area:

Administrative Area is crowded. Public service occurs through a transaction shelf attached to the office entry door. There is a public terminal located within the secured area. Record and file storage is occurring out in the open with little to no secure storage.

VI. Court Support

1. Children waiting area:

The child waiting area is located in the first floor Victim Service office and is equipped with toys, games and a TV. There is a restroom located within the office area.

2. Court facilitator services area:

There is no dedicated space for a court facilitator.

3. Attorney client conference rooms:

There are no attorney/client conference rooms within the courthouse.

4. Waiting areas for adverse parties:

There are no separated waiting areas for adverse parties within the courthouse.

VII. Alternative Dispute Resolution

1. Mediation Services:

No space for mediation services is currently provided.

JCF CRITERIA ANALYSIS, CONT'D

VIII. Court Security

1. **Building perimeter, site and parking assessments:**

Building entrances on the east are not protected from vehicles. Site surveillance and parking lot lighting are in place. There is taller landscaping adjacent to the front entrance of the building. No secured parking for judges.

2. **Building entrances assessments:**

Building entrances are covered by surveillance cameras, but do not have access control, intrusion detection or intercom. Entrances are not in view of staff for visual monitoring and security screening is located at the second floor. Security screening only occurs when court is in session. There is not loading dock or provisions for screening incoming packages.

3. **Public waiting areas assessments:**

Public waiting area at the courtroom is subject to security screening on days when court is in session.

IX: In-Custody Defendant Areas

1. **Remote Video Communication:**

The in-custody defendant area does not have a remote video connection.

2. **In-Custody Receiving, Holding and Transportation components:**

In-Custody receiving, holding, and transportation do not meet these requirements. There is only one holding area, no sally port, control center, dress-out, property and clothing storage, attorney interview space etc. In-Custody is taken from basement to open area in back of courtroom via elevators, stairs and corridors that are shared with public and staff.

X: Facilities Technology Recommendations

1. **Power:**

Power does not currently meet this criteria. See Existing Conditions Assessment section.

2. **Voice/Data:**

Voice/Data does not currently meet this criteria. See Existing Conditions Assessment section.

SPACE NEEDS ANALYSIS

Space Number	Space	Space Std.	Qty.	Total NSF	Comments
100.00	Public Access				
100.01	Entry Vestibule	100	1	100	
100.02	Lobby & Waiting	400	1	400	with public use computer or kiosk
100.03	Public Restroom	60	2	120	Gender neutral, baby changing, per code
100.04	Elevator	100	1	100	existing
100.05	Stair	500	1	500	existing
	Subtotal Net Area			1,220	
200.00	County Clerk				
200.01	County Clerk	150	1	150	
200.02	Clerk Workspace	80	3	240	1 future
200.03	Public Counter	180	1	180	Staff, public circulation at counter + counter, 2 service areas (1 ADA). Includes public computer space
200.04	Storage	120	1	120	
200.05	Vault Storage	300	1	300	
	Subtotal Net Area			990	
300.00	Treasurer				
300.01	Treasurer	150	1	150	office with small conference table
300.02	Support Staff	120	1	120	Future, office adjacent to Treasurer. File storage
300.03	Storage	150	1	150	
	Subtotal Net Area			420	
400.00	Assessment & Tax				
400.01	Assessor & Tax Collector	150	1	150	office with small conference table
400.02	Deputy Assessor	120	1	120	office adjacent to Treasurer. Files storage
400.03	Staff Workspace	64	8	512	one near future, two more by 2041
400.04	Records/File Storage	160	1	160	Plat books and some files at counter
400.05	Workroom	80	1	80	Copier, supplies
400.06	Public Counter	180	1	180	Staff, public circulation at counter + counter, 2 service areas (1 ADA). Includes public computer space
400.06	Meeting Room	100	1	100	accessible from public circulation and staff side of counter.
	Subtotal Net Area			1,302	
500.00	Justice Court				
500.01	Justice of the Peace	150	1	150	office with small conference table
500.02	Shared Support Workspace	120	1	120	Can be used for support staff and shared with other part time functions
500.03	Hearing Room	600	1	600	with bench. No jury
	Subtotal Net Area			870	

Space Number	Space	Space Std.	Qty.	Total NSF	Comments
600.00	Circuit Court				
600.01	Courtroom (existing)	1,600	1	1,600	14 person jury, bench with judge, witness, and 2 staff (either in front or on side), well with 2 attorney tables and podium, gallery for 40.
600.02	Sound Vestibule	80	1	80	Into courtroom to control sound
600.03	Interview/Conference Room	80	2	160	on either side of SV
600.04	Court Client Services	160	1		Camera'd, family law facilitator and treatment court support
600.05	Chambers	150	1	150	Office with small conference table
600.06	Shared Support Workspace	120	1	120	Can be used for support staff and shared with other part time functions
600.07	Jury Deliberation	360	1	360	counter with uppers and lowers, sink, undercounter refrigerator
600.08	Jury Deliberation Restroom	60	2	120	Gender neutral, ADA
600.09	Jury Assembly	1,200	1	1,200	seating for 50
600.10	Jury Assembly Restroom	60	2	120	Gender neutral, ADA
600.11	Workroom	80	1	80	Copier, supply storage, shredding.
600.12	Trial Court Administrator	150	1	150	
600.13	Clerk Area	440	1	440	5 workstations (1 is future) and service counter with 2 windows (1 ADA)
600.14	Clerk Supervisor	120	1	120	
	Subtotal Net Area			4,700	
700.00	Sheriff				
700.01	Vehicular Sally	440	1	0	Not included in building square footage. Secure vehicular space with secure access into the courthouse. Obscured from public view
700.02	Holding	80	1	80	Wet. With separate circulation from vehicular sally to holding. Holding should be on a secure hall to the courtroom.
700.02	Sheriff Staff Hub	100	1	100	
700.03	Security Screening	120	1	120	with metal detector and staff area.
	Subtotal Net Area			300	
800.00	District Attorney				
800.01	DA	150	1	150	with small conference table
800.02	Deputy DA	120	2	240	1 future
800.03	Victim Advocate	180	1	180	Off public lobby
800.04	Child Support	150	1	150	2 workstations
800.05	Administrative	64	2	128	1 future
800.06	Work Room	80	1	80	copier, office supplies
800.07	File Room	180	1	180	
800.08	Small Meeting Room	140	1	140	
	Subtotal Net Area			1,248	

SPACE NEEDS CONT'D

Space Number	Space	Space Std.	Qty.	Total NSF	Comments
900.00	Support				
900.01	Staff Restroom	60	3	180	distributed
900.02	Break Room	200	1	200	Kitchenette with microwave, sink, refrigerator, seating for 6
900.03	Long Term Storage	500	1	500	in basement?
900.04	Mothering Room	80	1	80	With counter, sink and small refrigerator. Soft but cleanable seating
900.05	Janitor Closet	25	3	75	distributed
	Subtotal Net Area			960	
Total Net Square Footage				12,010 NSF	

CONCEPTUAL LAYOUTS

DLR Group took the information gathered as part of the existing conditions assessment, the JCF Criteria evaluation, space needs assessment and stakeholder interviews to develop conceptual layout options. The team used the following goals to guide the development of the concepts:

Improving Functional and Operational Adjacencies:

The design team noted feedback from the stakeholder groups to look at options that could improve building functions and operations by ensuring that adjacencies are considered not only in terms of compatible and complementary uses, but also noting where separation of use and function would be beneficial.

Improving Accessibility and Safety:

The design team looked at opportunities to improve access to the building as well as create a safer building for staff and visiting members of the public.

Addressing JCF Criteria:

The design team reviewed the areas in which the existing courts facilities are deficient and explored opportunities to improve the arrangement of the spaces to create better alignment with the criteria.

Accommodating Growth:

The design team explored options that would allow for growth of staff, program and/or services offered over the next 20 years as determined by the Space Needs Analysis.

Maintaining Historic Status and Integrity:

The courthouse is an identifying feature of Morrow County and Heppner, and the county has expressed the importance of providing continued stewardship for the historic Morrow County Courthouse building. All options explored focused on maintaining certain character defining features of the historic courthouse intact while still allowing for modifications that improve its function, operation, accessibility, and safety. The options for renovation and/or expansion of the historic courthouse should be developed in accordance with the Secretary of the Interior's Standards and Guidelines for Rehabilitation. Considerations taken in developing options include:

CONCEPT LAYOUTS, CONT.

- Concentrating exterior modifications and/or additions on the east facade. This facade was originally designed as a “secondary” facade of the building as it lacks the same level of detail and ornamentation of the other three sides. Modifications to this side of the building also would be less visible from the primary iconic view of the courthouse looking east up the hill from May St.
- Maintaining the historic courtroom and seeking to make minimal changes to the significant interior public spaces such as the corridors and grand staircase.
- Keeping as much of the existing historic room layouts, interior detailing and finishes intact as possible while still accommodating the desired functions

OPTIONS DEVELOPED:

The options developed by the team are intended to provide a range of scope that start with a “light touch” approach that seeks to make modest improvements and progress in scale. The following options are outlined on the subsequent pages:

Option 1 - Minor Courthouse Renovation:

Option 1 provides a minor renovation of the existing Courthouse to address some circulation, security, and occupant amenities. It results in a more efficient use of space within the existing footprint, but does not accommodate future growth or address all of the current space deficiencies.

Option 2 - Courthouse Renovation for Court Functions:

Option 2 provides a more substantial interior renovation of the existing Courthouse to organize its operations primarily around circuit court functions. This option would require County departments to relocate to another undetermined location or facility.

Option 3 - Courthouse Renovation and Expansion:

Option 3 provides a substantial renovation and addition to the existing Courthouse to fully accommodate court and County space needs on the existing Courthouse site.

Option 4 - Courthouse Renovation for County with New Courthouse Building:

Option 4 provides a substantial renovation of the existing Courthouse to organize its operations primarily around County functions and builds a new circuit court facility on a different site, the location of which is not undetermined.

CONCEPT LAYOUT: OPTION 1

Summary:

Option 1 provides a minor renovation of the existing Courthouse to address some issues related to circulation and security, and provide some improved occupant amenities. It results in a more efficient use of space within the existing footprint, but does not accommodate future growth or address all of the current space deficiencies.

This option did not adequately fulfill the project goals and no cost was estimated.

Program:

In this option, all of the departments currently housed within the building remain. Security screening is added at the expanded entry vestibule. The entry includes a station for sheriff's staff to monitor people entering the building. A dedicated holding room is added adjacent to the elevator on level 2.


Improvements:

- ADA restrooms are provided on levels 1 and 2.
- A series of ramps safely connect visitors from the Bartholomew Building and the upper parking lot to the east entry vestibule.
- The east entry becomes the building's primary and most secure entry. It is expanded to allow for security screening equipment and to connect to additional entry points into the building.
- A wider passage between the vestibule and the historic building improves circulation.
- On Level 2, the courtroom entry area at the top of the stair is reduced to provide a private circulation hall for court staff, jurors, and in-custody defendants.
- A holding room adjacent to the elevator allows in-custody defendants to be escorted directly from their room to the courtroom without crossing into any public paths of travel.
- A larger jury deliberation space with an ADA restroom is provided.

Opportunities and Obstacles:

Relative to other options, Option 1 will have the lowest initial investment and least impact on historic building components. Circulation is improved for courtroom proceedings, building entry, and ADA accessibility around the site. Distribution of program improves acoustic separation. Many current issues remain unsolved, such as shared chambers between justice and circuit court judges, ADA issues, especially surrounding the basement level, and the circulation around courtroom proceedings should have additional separation. Long-term, this solution does not support growth or anticipate flexible uses.

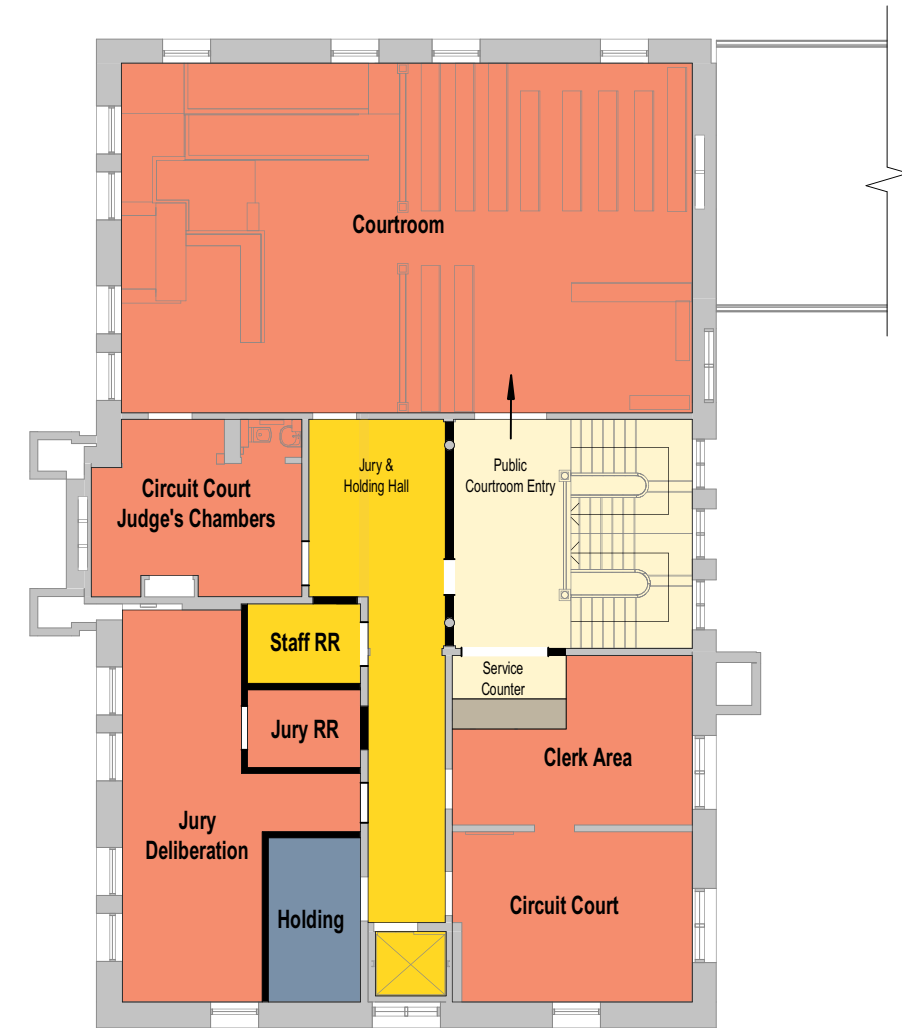


 **OPTION 1: BASEMENT LEVEL**
0' 5' 10' 20'

CONCEPT LAYOUT: OPTION 1



OPTION 1: LEVEL 1
 0' 5' 10' 20'



OPTION 1: LEVEL 2
 0' 5' 10' 20'

CONCEPT LAYOUT: OPTION 2

Summary:

Option 2 provides a more substantial interior renovation of the existing Courthouse to organize its operations primarily around circuit court functions. This option would require county departments to relocate to another undetermined location or facility.

Renovation Area: **10,500 SF**
Construction Cost: **\$5.6MM** (With seismic upgrade = **\$8.7MM**)
Total Project Cost: **\$7.9MM** (With seismic upgrade = **\$12.2MM**)

Program:

Circuit court, justice court, and district attorney remain in the courthouse. Child support is relocated from the temporary trailer back into the building. A dedicated holding room is added on level 2. More space is provided for court functions by expanding into spaces previously used by county departments (Treasurer, Tax Assessor, County Clerk).


Improvements:

- ADA restrooms are provided to the public on level 1
- A series of ramps safely connect visitors from the Bartholomew Building and the upper parking lot to the east entry vestibule.
- The east entry become the building's primary and most secure entry.
- A wider passage between the vestibule and the historic building improves circulation.
- New code compliant basement stairs and additional code required exit stair from Level 2 are provided.
- Staff amenities are brought from the basement to Level 1 to improve accessibility.
- A holding room adjacent to the courtroom allows in-custody defendants to be escorted directly from holding to the courtroom without crossing other paths of travel.
- A larger jury deliberation space with an ADA restroom is provided.

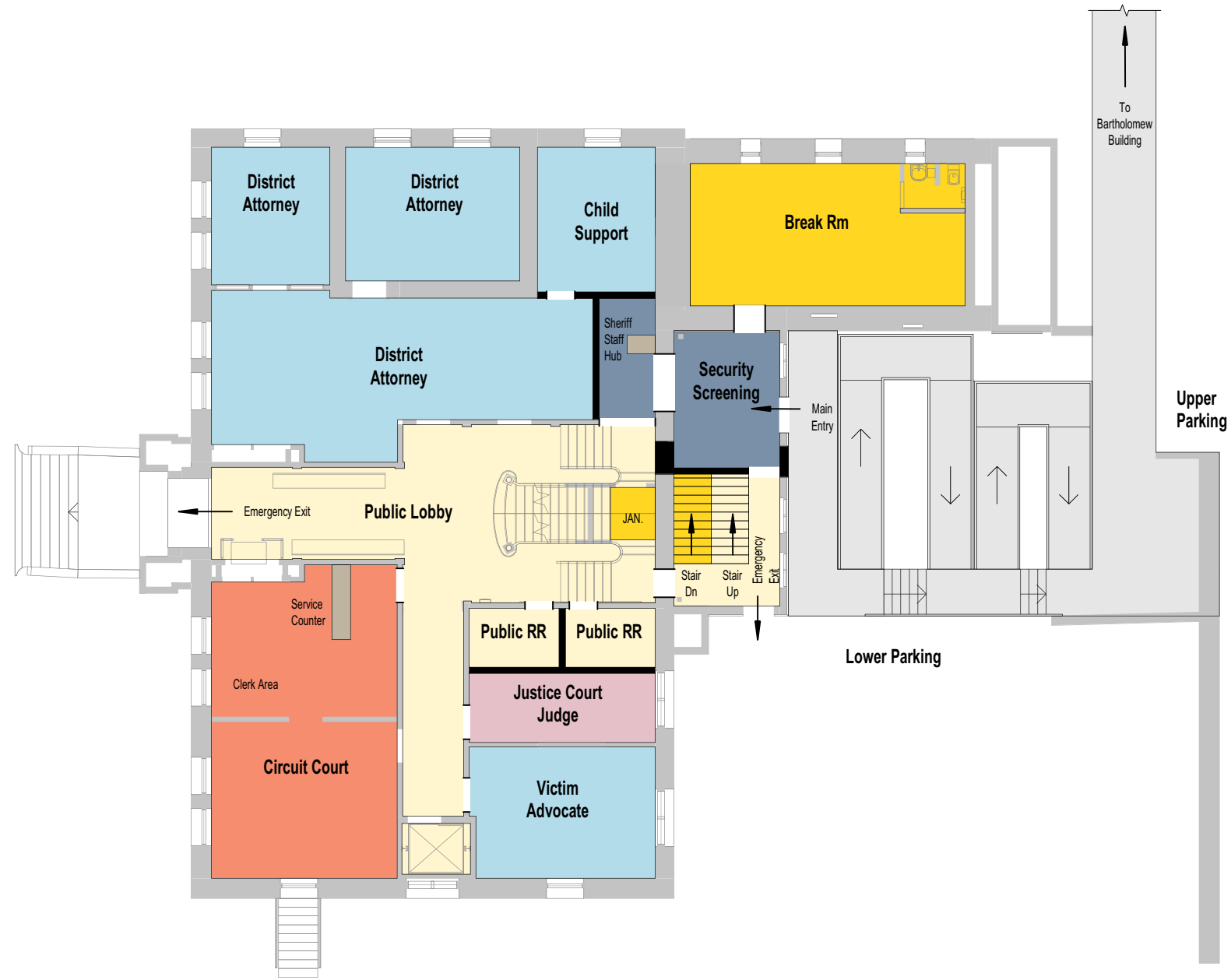
Opportunities and Obstacles:

The county departments would need to relocate to another building or site. No location has been identified as part of this study, but relocating these departments would represent additional cost. Depending on available space, this relocation could create operational challenges and adjacencies would potentially be lost with other county functions located in the Bartholomew Building.



 **OPTION 2: BASEMENT LEVEL**
0' 5' 10' 20'

CONCEPT LAYOUT: OPTION 2



OPTION 2: LEVEL 1
 0' 5' 10' 20'



OPTION 2: LEVEL 2
 0' 5' 10' 20'

CONCEPT LAYOUT: OPTION 3

Summary:

Option 3 provides a substantial renovation and addition to the existing Courthouse to fully accommodate court and county space needs on the existing Courthouse site.

Renovation/Addition Area: **15,000 SF**
Construction Cost: **\$12.9MM** (With seismic upgrade = **\$16MM**)
Total Project Cost: **\$18MM** (With seismic upgrade = **\$22.4MM**)

Program:

All of the departments currently housed within the building would remain. Additional program for security, jury assembly, and department growth are provided.

Improvements:

- ADA restrooms are provided on levels 1 and 2.
- A series of ramps safely connect visitors from the Bartholomew Building and the upper parking lot to the east entry vestibule.
- The east entry become the building's primary and most secure entry. It is expanded to allow for security screening equipment.
- This option has the shortest ramp distance by locating the entry vestibule at a mid-level between levels 1 & 2. This "Entry Level" aligns with the landing of the historic stair and allows visitors to enter the building directly onto the stair rather than beneath it.
- A new elevator connects the many levels of the building including the basement.
- The existing elevator will be used exclusively for transporting in-custody defendants from an exterior sallyport entry on level 1, directly to a holding room located beside the courtroom. No public paths of travel are crossed.
- A larger jury deliberation space with an ADA restroom is provided.
- Addresses intent of JFC criteria.

Opportunities and Obstacles:

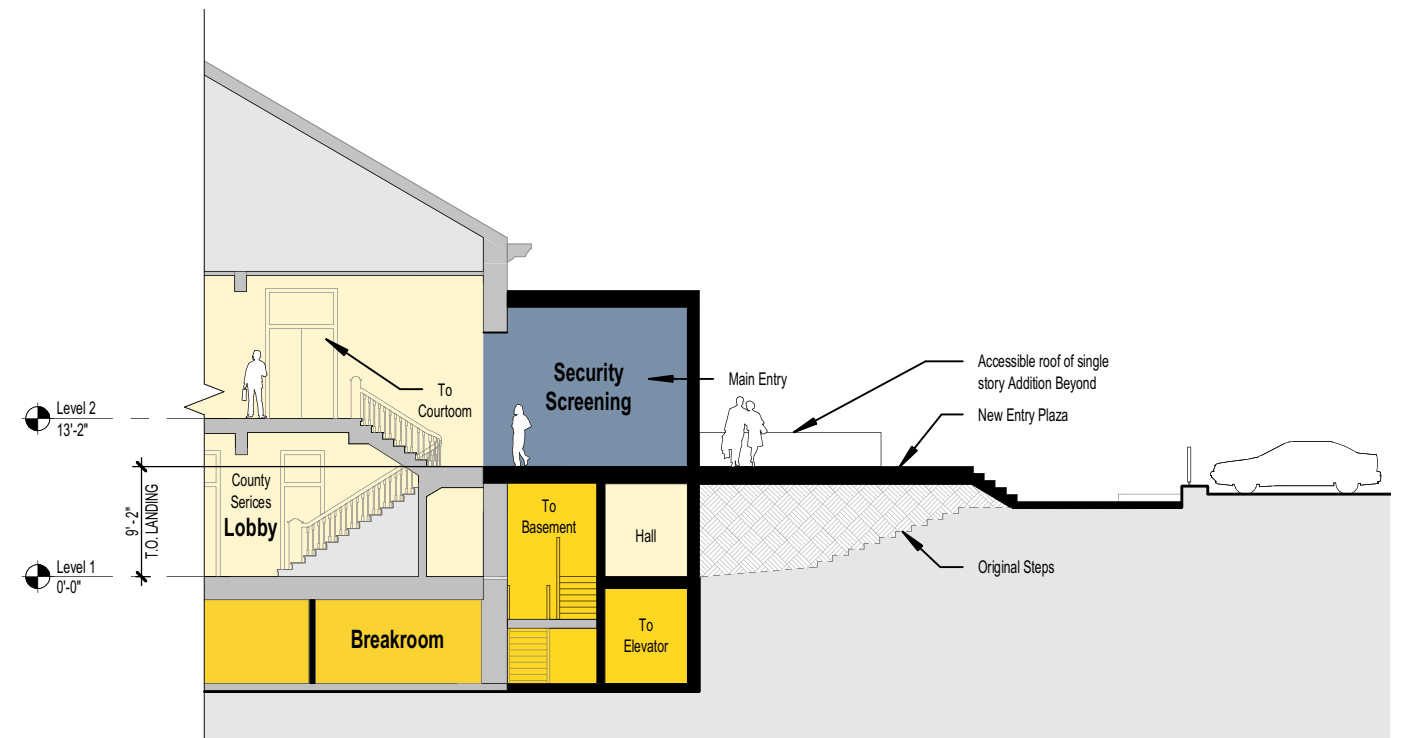
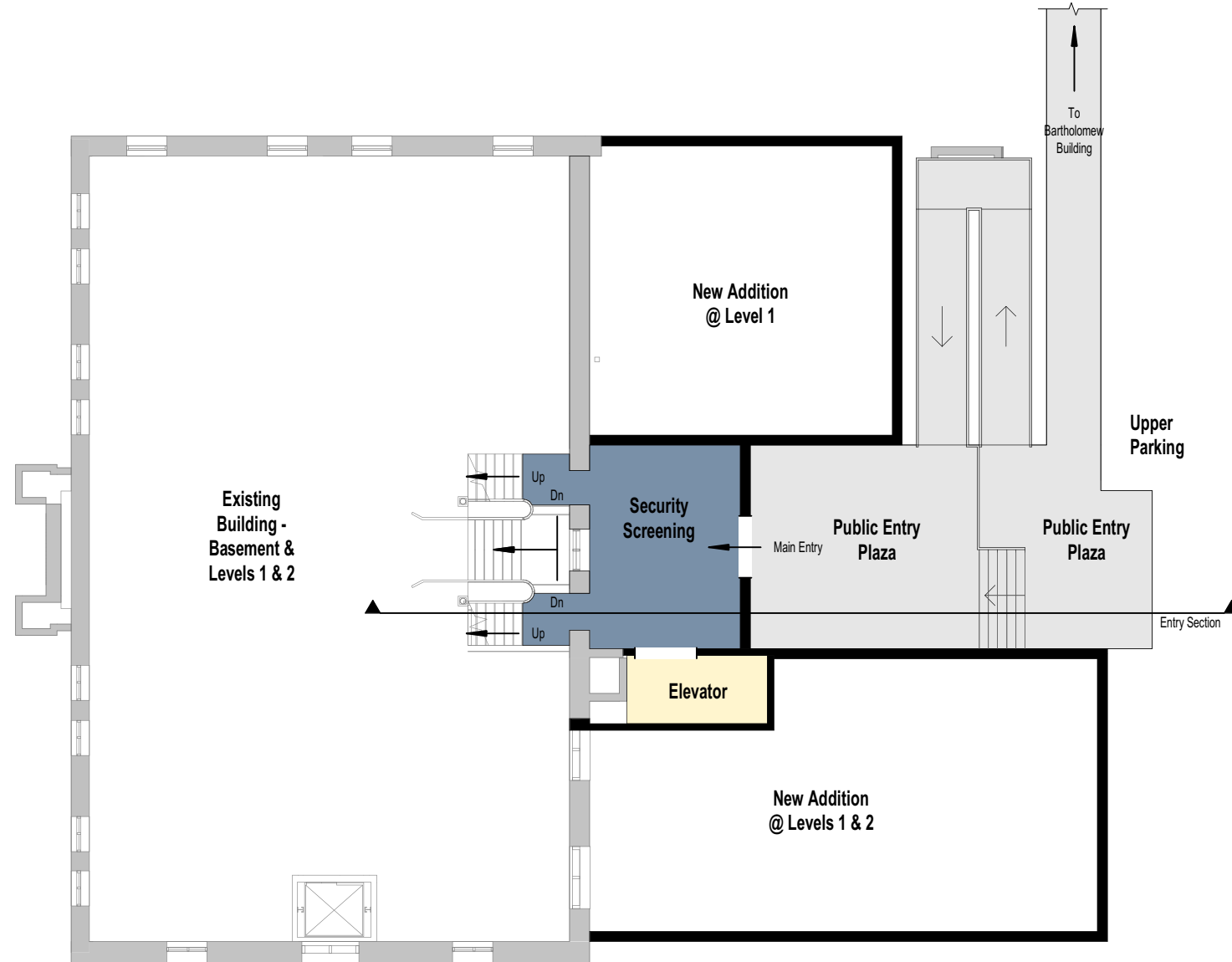
This option provides adequate space for program growth, solves the majority of the operational issues and vastly improves accessibility. This option also maintains the existing adjacencies between county and court departments. The addition is concentrated at the back of the building to minimize the visual impact, but it still has the highest impact on the historic integrity of the courthouse.



OPTION 3: BASEMENT LEVEL

0' 5' 10' 20'

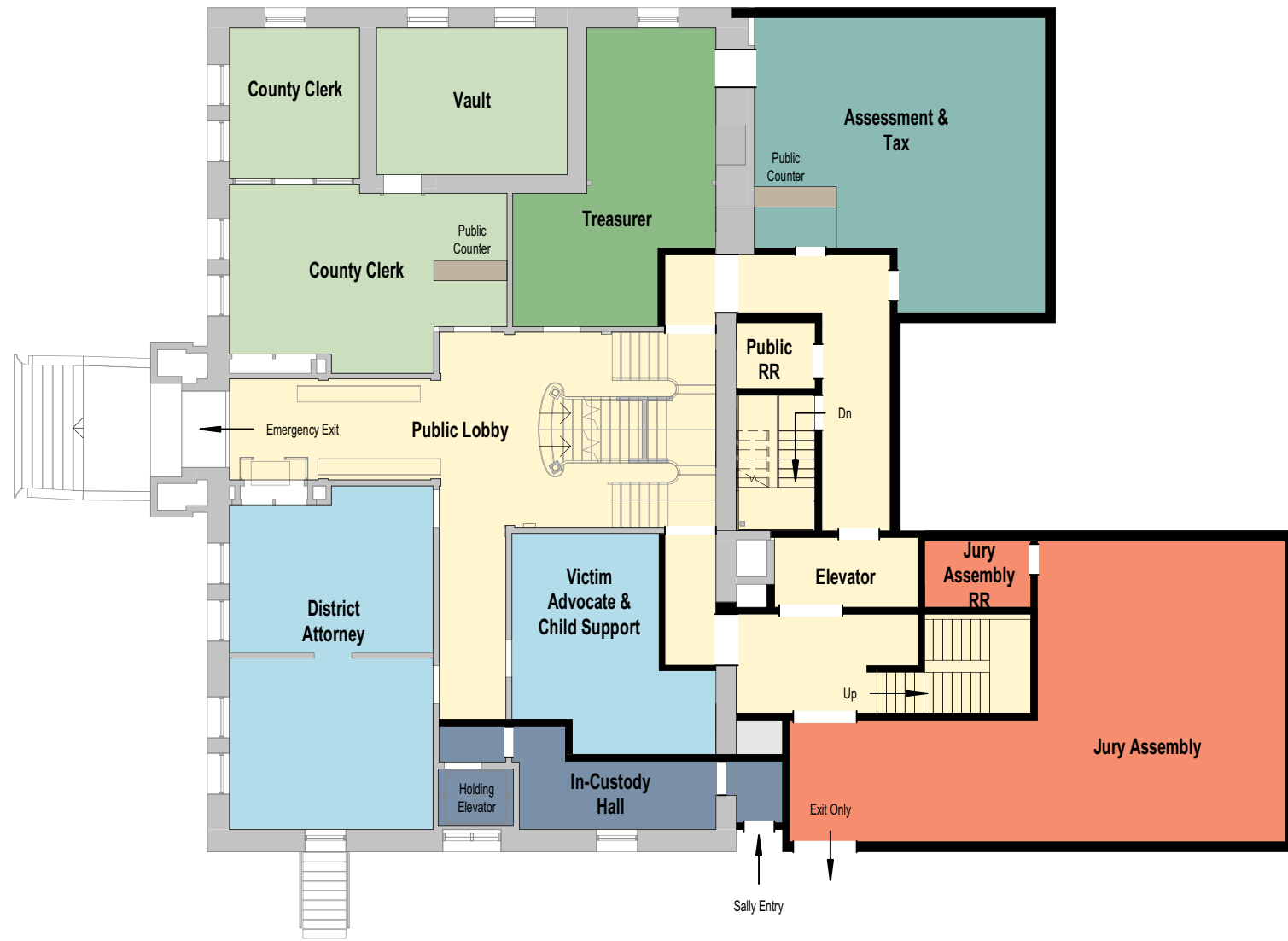
CONCEPT LAYOUT: OPTION 3



OPTION 3: ENTRY LEVEL
 0' 5' 10' 20'

OPTION 3: ENTRY SECTION
 0' 5' 10' 20'

CONCEPT LAYOUT: OPTION 3



OPTION 3: LEVEL 1 (Below Entry Level)

0' 5' 10' 20'



OPTION 3: LEVEL 2 (Above Entry Level)

0' 5' 10' 20'

CONCEPT LAYOUT: OPTION 4 (EXISTING COURTHOUSE)

Summary:

Option 4 provides a substantial renovation of the existing Courthouse to organize its operations primarily around county functions and builds a new circuit court facility on a different site, the location of which is not determined.

Renovation Area: **10,500 SF**
Construction Cost: **\$5.6MM** (With seismic upgrade = **\$8.7MM**)
Total Project Cost: **\$7.9MM** (With seismic upgrade = **\$12.2MM**)

Program:

All of the departments currently housed within the building would have a space in one of two locations. Additional program for security, and County department growth are provided in the existing building. It is assumed that the Justice Court would continue to use the courtroom located in the historic courthouse.


Improvements:

- ADA restrooms are provided on levels 1 and 2.
- A series of ramps safely connect visitors from the Bartholomew building and the upper parking lot to the east entry vestibule.
- The east entry become the building's primary and most secure entry.
- A wider passage between the vestibule and the historic building improves circulation.
- Staff amenities are brought from the basement to Level 1 to improve accessibility.
- New code compliant basement stairs and additional code required exit stair from Level 2 are provided.
- Justice court would maintain use of the existing courtroom for hearings.

Opportunities and Obstacles:

This option provides adequate space for program growth, solves the majority of the operational issues and vastly improves accessibility. This option provides more room for growth beyond the anticipated needs.



 **OPTION 4: BASEMENT LEVEL**
0' 5' 10' 20'

CONCEPT LAYOUT: OPTION 4 (EXISTING COURTHOUSE)



OPTION 4: LEVEL 1
 0' 5' 10' 20'



OPTION 4: LEVEL 2
 0' 5' 10' 20'

CONCEPT LAYOUT: OPTION 4 (NEW BUILDING)

Summary:

In addition to the renovation of the existing courthouse for county departments, Option 4 provides a new facility for court functions. The new facility study does not have a site or location selected. The idealized site shown here is a 200' x 200' full city block with street access on all sides and assumed setbacks.

New Building Area: **13,000 SF**
Construction Cost: **\$9.1MM**
Total Project Cost: **\$12.8MM**

Program:

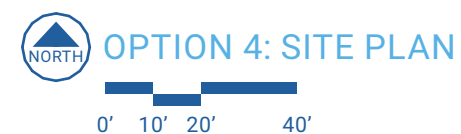
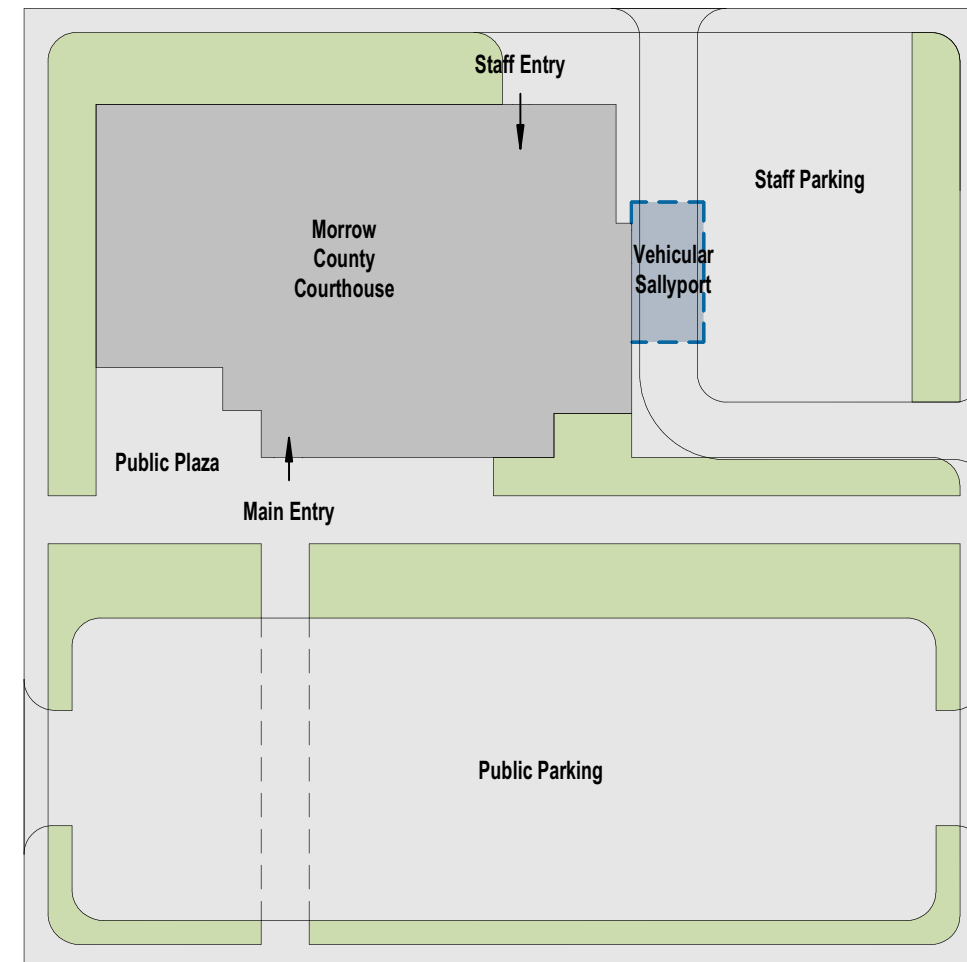
Circuit court and district attorney are relocated from the existing building. Additional program space for sheriff, jury assembly, court support needs, and department growth are provided at this new site.

Improvements:

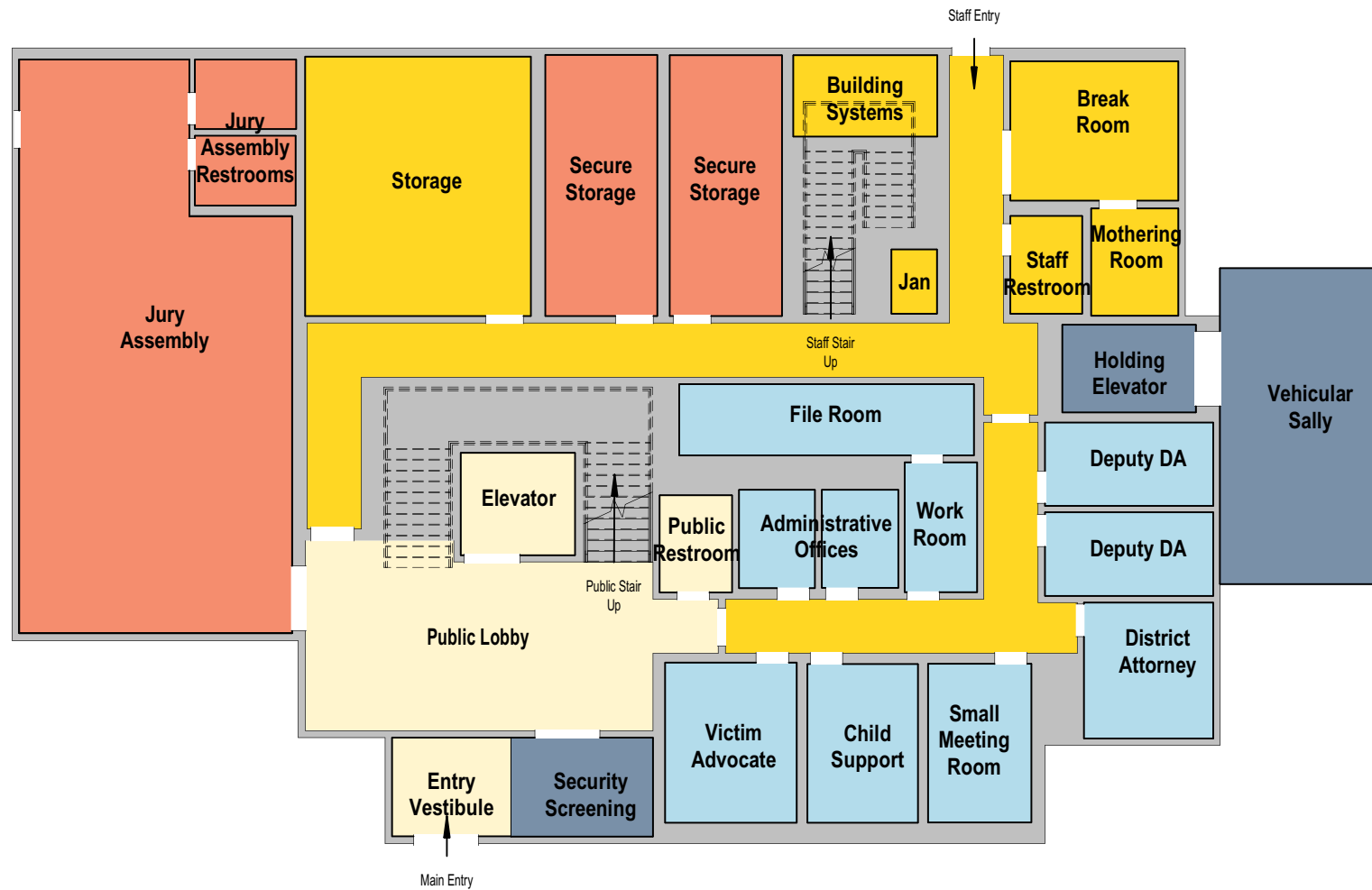
- Separation of public and staff parking and public and staff entries.
- Vehicular sallyport connects to a secure holding circulation path.
- Secure public entry vestibule with screening.
- A private suit for district attorney department offices is located adjacent to the public lobby.
- Jury assembly is located adjacent to the public lobby.
- A public stair and elevator are provided in the same location for equal access.
- Acoustic privacy around the courtroom with separate entrances for judge, jury, and in-custody defendants.
- Addresses intent of JFC criteria.

Opportunities and Obstacles:

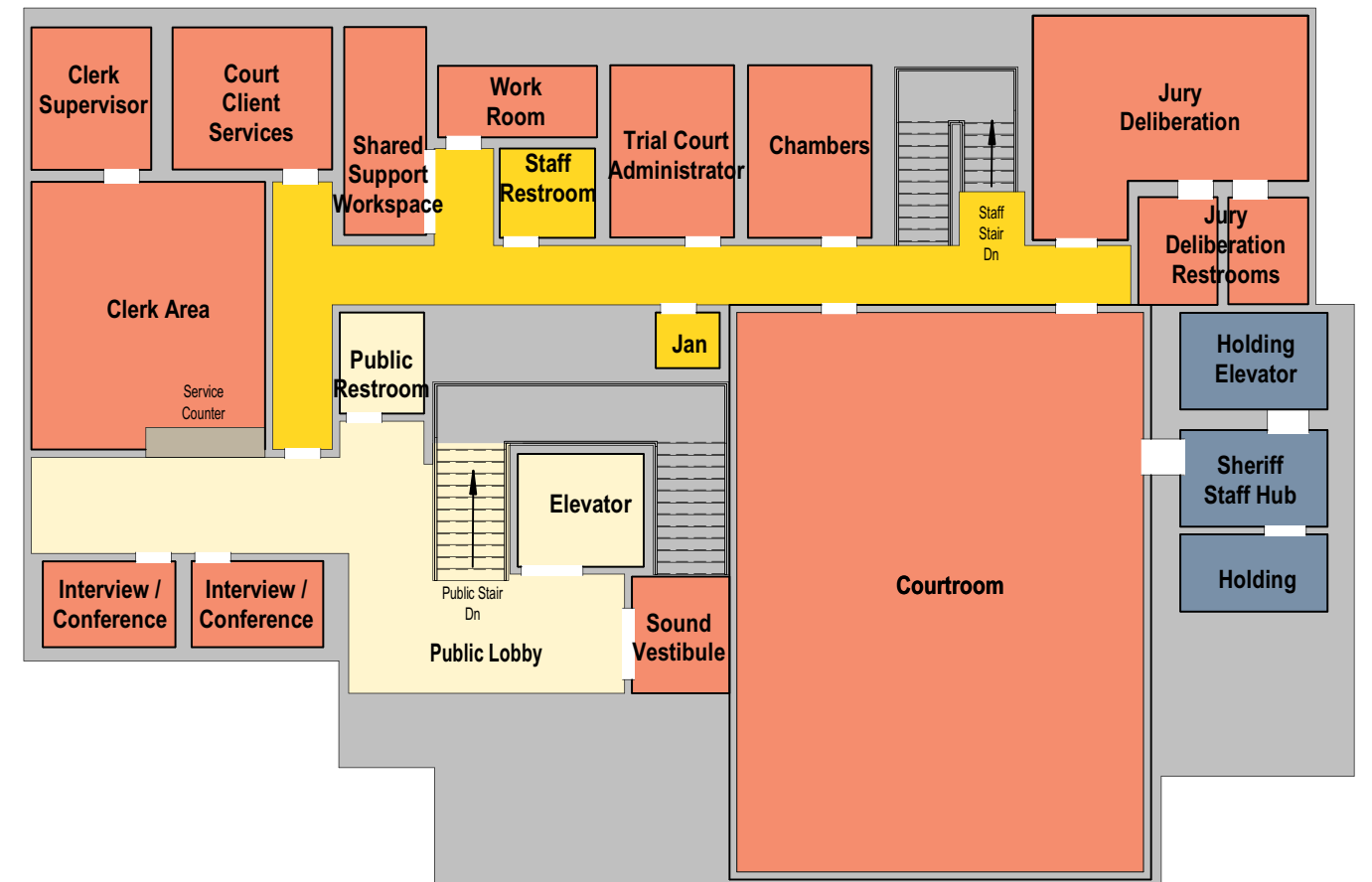
This option provides adequate space for all program needs, however, there are no sites currently identified that would accommodate this plan. Costs are not included for site development. If a site were to be identified, it would not necessarily be adjacent to the existing Courthouse or Bartholomew Building.



CONCEPT LAYOUT: OPTION 4 (NEW BUILDING)



OPTION 4: LEVEL 1
 0' 5' 10' 20'



OPTION 4: LEVEL 2
 0' 5' 10' 20'

APPENDIX A - MORROW COUNTY SPACE NEED SUMMARIES

Project Memo



DLR Group Architecture & Engineering inc.
an Oregon corporation
110 SW Yamhill Street, Suite 105
Portland, OR 97204

Memo Date	October 20, 2021
By	DLR Group
Project	Morrow County Courthouse Feasibility Study
Project #	74-21121-00
Subject	Circuit Court

Summary: Five judges rotate responsibility for the Morrow County Circuit Court.

- Some form of hearing happens every day. Most functions are virtual.
- Thursday is in-person as well as the 1st Friday of the month.
- Staffing: TCA + 3 staff. Almost every day there are 1-2 staff on the road to support court
- Need 1 judge chamber
- ADA accessible jury assembly and a 14-person jury room with restroom. 40x28 is a good size for assembly.
- For a felony, they bring in about 48 potential jurors (24 for Justice)
- Deliberation room needs kitchen counter/sink and 2 restrooms
- Need a lactation room for jurors, lawyers and staff.
- Need a meeting room where court can provide client services to 3 people with social distancing, security cameras.
- Space for clerks large enough for 4 people. Counter with 2 stations.
- Supervisor office needs to be able to see what's happening.
- Temp evidence storage can be a locking cabinet
- Public use computer terminal in alcove of the lobby
- Provide space for in-custody to meet (non-contact) with attorney. Provide space for out of custody to meet with attorney.
- Court gallery for 40-50 people
- 2 attorney tables + podium and Interpreter space in the well
- Bench can be 1 step up with a sit to stand desk
- Share a breakroom with the rest of the building
- Jury Deliberation can be a conference room for staff
- Staff restroom can be shared with judges

Circuit Court				
Courtroom (existing)	1,600	1	1,600	14 person jury, bench with judge, witness, and 2 staff (either in front or on side), well with 2 attorney tables and podium, gallery for 40.
Sound Vestibule	80	1	80	Into courtroom to control sound
Interview/Conference Room	80	2	160	on either side of SV
Court Client Services	160	1		Camera'd, family law facilitator and treatment court support
Chambers	150	1	150	Office with small conference table
Shared Support Workspace	120	1	120	Can be used for support staff and shared with other part time functions
Jury Deliberation	360	1	360	counter with uppers and lowers, sink, undercounter refrigerator
Jury Deliberation Restroom	60	2	120	Gender neutral, ADA
Jury Assembly	1,200	1	1,200	seating for 50
Jury Assembly Restroom	60	2	120	Gender neutral, ADA
Workroom	80	1	80	Copier, supply storage, shredding.
Trial Court Administrator	150	1	150	
Clerk Area	440	1	440	5 workstations (1 is future) and service counter with 2 windows (1 ADA)
Clerk Supervisor	120	1	120	

Project Memo

Memo Date | October 20, 2021
By | DLR Group
Project | **Morrow County
Courthouse Feasibility Study**
Project # | 74-21121-00
Subject | **Justice of the Peace**

Summary: Justice of the Peace (JOP) has two locations – at the historic courthouse in Hepner and in Irrigon. Judge Diehl is in Hepner Mondays and Tuesdays. JOP shares space with Circuit Court including office, jury deliberation, and courtroom. There has been conflicts with space needs overlapping.

- Support staff only come to Hepner when there is court.
- Justice Court trials include 6 jury members plus an alternate.
- When the courtroom is not available, Judge Diehl will see people in his chambers.
- When Grand Jury is running, there is a lot of congestion in the staff areas.
- In-Custody participants attend virtually. For jury trials, they are transported. There is no holding room at the historic courthouse.
- Not much sound mitigation.
- The historic courthouse creates silos and keeps everyone separate.
- Judge Diehl is concerned about moving JOP to another location because people won't know where to find him.
- Judge Diehl thinks JOP will get busier as the State is pushing some crimes to the local level.
- Only need 1 JOP in the next 10 years. Maybe add a part time JOP after that.

Justice Court				
Justice of the Peace	150	1	150	office with small conference table
Shared Support Workspace	120	1	120	Can be used for support staff and shared with other part time functions
Hearing Room	600	1	600	with bench. No jury

Project Memo

Memo Date | October 20, 2021
By | DLR Group
Project | **Morrow County
Courthouse Feasibility Study**
Project # | 74-21121-00
Subject | **District Attorney**

Summary: Responsible for prosecution, child support, and victim advocate.

- Will be adding a Deputy DA in the 15-year time range
- Adding and investigator in Irrigon in the next 5 years
- Victim Advocate is in a good place and the size is good (size and location are great)
- Total staff: VA, CS, DA, Deputy DA, office admin (5)
- Maybe Justice Court could do trials in Irrigon (newly remodeled space)
- If court security could be full-time, that would be great, but they are okay with it just being on court days.
- Wants the attic space... how to make it ADA or not need to?
- Storage in victim advocate has gotten tight. Need file space 2x of existing.
- Any way the DA could use the attic?

District Attorney				
DA	150	1	150	with small conference table
Deputy DA	120	2	240	1 future
Victim Advocate	180	1	180	Off public lobby
Child Support	150	1	150	2 workstations
Administrative	64	2	128	1 future
Work Room	80	1	80	copier, office supplies
File Room	180	1	180	
Small Meeting Room	140	1	140	

Project Memo

Memo Date | October 20, 2021
By | DLR Group
Project | **Morrow County
Courthouse Feasibility Study**
Project # | 74-21121-00
Subject | **Sheriff**

Summary: Responsible for in-custody transport and security as well as public security screening when court is in session.

- Stage in-custodies at Sheriff's Office
- It is a magical illusion to get in-custodies from the SO to the courtroom legally.
- In-custodies can't be seen in restraints.
 - They have to transport really early to sneak them in
 - There is no secure holding space
 - They take over the basement break room as a holding space
- Security is a 1 person post
- Transport adds a second person
- Need better video coverage
- Parking at the HC is not adequate at least 2x/week
- Defense attorney has nowhere to meet with a client (in-custody or not)
- Jail books about 1,000 people per year.

Sheriff				
Vehicular Sally	440	1	0	Not included in building square footage. Secure vehicular space with secure access into the courthouse. Obscured from public view
Holding	80	1	80	Wet. With separate circulation from vehicular sally to holding. Holding should be on a secure hall to the courtroom.
Sheriff Staff Hub	100	1	100	
Security Screening	120	1	120	with metal detector and staff area.

Project Memo

Memo Date | October 20, 2021
By | DLR Group
Project | **Morrow County
Courthouse Feasibility Study**
Project # | 74-21121-00
Subject | **Assessment & Tax**

Summary: Value and produce tax statements and collect taxes. There is a lot of public interaction with property segregations, surveyors, property developers and managers, outside appraisers, property tax issues like exemptions. A&T is an agent of Oregon State Department of Consumer and Building Services (DCBS) and handle Manufactured Structure Ownership duties for all manufactured homes located within the County.

- The most walk-in traffic than any other County department. Especially during tax times.
- Needs to be in the same building as the Treasurer and the Clerk.
- They do a lot of research in the vault.
- Seven staff (Mike, 4 appraisers, 2 office staff). They currently need more staff but have no room for them. They would need at least one more office staff in the near term. Potentially three total new staff in 20 years.
- Public counter and public computer – 2 spots (1 ADA)
- Records retention is 7, 12, and 100 years including old maps and assessment rolls. They would like to expand how much space they have in the basement.
- Most of their active storage is at the file cabinets at the counter and plat books
- Copy/print/scan at the counter
- Counter is open to the office.
- 2-5 public comes to the counter on average per day (typical) at tax time there will be people lined up into the courthouse foyer.
- Planning department in Irrigon is a significant partner, but they have a successful electronic daily relationship.
- Commissioners inquire with them about taxes and sometimes Mike is part of big project negotiations to understand the tax implications.
- Interact with the DA and County Counsel for the long foreclosure process.

Assessment & Tax				
Assessor & Tax Collector	150	1	150	office with small conference table
Deputy Assessor	120	1	120	office adjacent to Treasurer. File storage
Staff Workspace	64	8	512	one near future, two more by 2041
Records/File Storage	160	1	160	Plat books and some files at counter
Workroom	80	1	80	Copier, supplies
Public Counter	180	1	180	Staff, public circulation at counter + counter, 2 service areas (1 ADA). Includes public computer space
Meeting Room	100	1	100	accessible from public circulation and staff side of counter.

Project Memo

Memo Date | October 20, 2021
By | DLR Group
Project | **Morrow County
Courthouse Feasibility Study**
Project # | 74-21121-00
Subject | **County Clerk**

Summary: Interact with the public daily. They are statutorily required to be open to the public every day, not less than 6.5 hours. They have public search stations and space for them to fill out paperwork. Issue marriage licenses, work with morticians and the public on issuing death certificates, and manage Property Tax appeal filings.

- Passports that are confidential, so they need to be away from the general public when applying
- Property Tax appeals
- Currently have 3 staff and will likely grow to 4 in 20 years
- 25-30 public come to the Clerk's Office weekly... and 50 or more during elections
- Peak days are Oregon Election cycle and filing deadlines, Nov. and May are always big.
- They don't keep paper... it's all scanned (except for historic things in the vault)
- Needs to be in the same building as the Treasurer... all others have an electronic interaction
- The Clerk's Office is unique, and people love it – it has the appearance of being part of the old building
- They like the large windows and location.
- The heavy window coverings are not usable.
- Not enough data/power to re-arrange office
- Window are leaking...

County Clerk				
County Clerk	150	1	150	
Clerk Workspace	80	3	240	1 future
Public Counter	180	1	180	Staff, public circulation at counter + counter, 2 service areas (1 ADA). Includes public computer space
Storage	120	1	120	
Vault Storage	300	1	300	

Project Memo

Memo Date | October 20, 2021
By | DLR Group
Project | **Morrow County
Courthouse Feasibility Study**
Project # | 74-21121-00
Subject | **Treasurer**

Summary: The Treasurer is the clearing house for all incoming funds to the County. The Treasurer is the custodian of the all the County's banking.

- Not a lot of public interaction
- Will need to add at least a part time person l the next 5 years
- Keeps at least 2 years of files in the office in filing cabinets and bookcases.
- Need secure storage in her office for a 4-drawer filing cabinet worth of stuff.
- Appreciates the natural light in her space.
- Works most closely with Tax/Assessment and needs to be in the same building with them
- Treasurer could also be near the Clerk.
- Picks up deposits from the Heath Dept 1x/wk.
- Public Works and Sheriff bring their deposits over to her.
- Justice Court does their own deposits

Treasurer				
Treasurer	150	1	150	office with small conference table
Support Staff	120	1	120	Future, office adjacent to Treasurer. File storage
Storage	150	1	150	

APPENDIX B - MORROW COUNTY CONCEPT LAYOUT COST ESTIMATES



Morrow County
COURTHOUSE
Heppner, OR

PRE-DESIGN
ROUGH ORDER OF MAGNITUDE R1
November 18, 2021

JMB CONSULTING GROUP

JMB CONSULTING GROUP

4320 29th Avenue W
Seattle, Washington 98199
Tel: 206.708.7280

November 18, 2021

Erica Ceder
DLR Group
421 SW 6th Avenue
Suite 1212
Portland, Oregon 97204

Re: Morrow County
Subject: Courthouse
Heppner, OR

Dear Erica:

In accordance with your instructions, we enclose our cost estimate for the project referenced above. This cost estimate is a statement of reasonable and probable construction cost. It is not a prediction of low bid.

We would be pleased to discuss this report with you further at your convenience.

Sincerely,

Jon Bayles

JMB Consulting Group LLC 21-051

Enclosures

BASIS OF ROUGH ORDER OF MAGNITUDE R1

Conditions of Construction

The pricing is based on the following general conditions of construction

A start date of June 2023

A construction period of 18 months

The general contract procurement method will be CM/GC

The contractor will be required to pay prevailing wages

EXCLUSIONS

Hazardous material handling, disposal and abatement except as identified

Compression of schedule, premium or shift work, and restrictions on the contractor's working hours

Also see detail of each estimate

OVERALL SUMMARY

Options	Enclosed Area	Construction cost x \$1,000	Project cost x \$1,000
Renovation of Historic Courthouse	10,500 SF	5,614	7,860
Renovation of Historic Courthouse + Addition	15,000 SF	12,883	18,036
Seismic upgrade of Historic Courthouse	10,500 SF	3,171	4,439
Replacement Courthouse	13,000 SF	9,146	12,805

Above costs include escalation based on A start date of June 2023 & a construction period of 18 months

	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Total</i>
<u>Renovation of Historic Courthouse</u>				
Site				
Re-point stone site retaining wall	1,788	sf	20.00	35,750
New ADA ramp	1,250	sf	110.00	137,500
Exterior				
New entry vestibule	1	ls	50,000.00	50,000
New cedar roof	1	ls	81,000.00	81,000
Re-point stone cladding wall	1,800	sf	50.00	90,000
Patch/repair sheetmetal	1	ls	30,000.00	30,000
Interior				
Minor reconfiguration of walls	1	ls	350,000.00	350,000
Minor rehab of basement	1	ls	30,000.00	30,000
New stair	3	flt	50,000.00	150,000
Elevator to remain		No work		
New security screening	1	ls	60,000.00	60,000
Refinish woodwork	10,500	sf	8.00	84,000
New floor finishes	10,500	sf	28.00	294,000
New signage	10,500	sf	2.00	21,000
New HVAC	10,500	sf	50.00	525,000
Reconfigured restrooms	1	ls	40,000.00	40,000
New restrooms	1	ls	100,000.00	100,000
Upgrade electrical	10,500	sf	12.00	126,000
New lighting	10,500	sf	16.00	168,000
New low voltage	10,500	sf	12.00	126,000
New generator	50	kW	12,000.00	600,000
New stair enclosure	1	ls	125,000.00	125,000
Cut/patch/repair	1	ls	560,000.00	560,000
				-
Mark ups, construction	48.40%		3,783,250	1,831,079
				-
Mark ups, soft cost	40.00%		5,614,329	2,245,731
Acquisition		TBD		-
Off-site		TBD		-
				-
				7,860,060

	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Total</i>
<u>Renovation of Historic Courthouse + Addition</u>				
Site				
Re-point stone site retaining wall	1,788	sf	20.00	35,750
New ADA ramp	1,250	sf	75.00	93,750
Exterior				
New entry vestibule	1	ls	50,000.00	50,000
New cedar roof	1	ls	81,000.00	81,000
Re-point stone cladding wall	1,800	sf	50.00	90,000
Patch/repair sheetmetal	1	ls	30,000.00	30,000
Interior				
Minor reconfiguration of walls	1	ls	350,000.00	350,000
Minor rehab of basement	1	ls	30,000.00	30,000
Expanded basement	1	ls	200,000.00	200,000
Building additions	5,000	sf	575.00	2,875,000
Roof deck	2,000	sf	45.00	90,000
New stair	3	flt	50,000.00	150,000
Elevator to remain		No work		
New elevator tower, all trades	1	ls	1,000,000.00	1,000,000
New security screening	1	ls	60,000.00	60,000
Refinish woodwork	10,000	sf	8.00	80,000
New floor finishes	10,000	sf	28.00	280,000
New signage	10,000	sf	2.00	20,000
New HVAC	10,000	sf	50.00	500,000
Reconfigured restrooms	1	ls	40,000.00	40,000
New restrooms	1	ls	100,000.00	100,000
Upgrade electrical	10,000	sf	12.00	120,000
New lighting	10,000	sf	16.00	160,000
New low voltage	10,000	sf	12.00	120,000
New generator	50	kW	12,000.00	600,000
New stair enclosure	1	ls	125,000.00	125,000
Cut/patch/repair	1	ls	1,380,000.00	1,380,000
Demo building	820	sf	25.00	20,500
				-
Mark ups, construction	48.40%		8,681,000	4,201,571
				-
Mark ups, soft cost	40.00%		12,882,571	5,153,028
Acquisition		TBD		-
Off-site		TBD		-
				-

	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Total</i>
				18,035,600
<u>Seismic upgrade of Historic Courthouse</u>				
Interior				
Allow for seismic, all trades	10,500	sf	203.50	2,136,750
				-
Mark ups, construction	48.40%		2,136,750	1,034,179
				-
Mark ups, soft cost	40.00%		3,170,929	1,268,372
Acquisition		TBD		-
Off-site		TBD		-
				-
				4,439,300
<u>Replacement Courthouse</u>				
All trades				
Allow for new courthouse	13,000	sf	474.10	6,163,300
				-
Mark ups, construction	48.40%		6,163,300	2,983,014
				-
Mark ups, soft cost	40.00%		9,146,314	3,658,526
Acquisition		TBD		-
Off-site		TBD		-
				-
				12,804,839

APPENDIX C - MORROW COUNTY
COURTHOUSE - ASCE 41-17
TIER 1 SEISMIC EVALUATION



ASCE 41-17 Tier 1 Seismic Evaluation of

Morrow County Courthouse

100 S Court Street
Heppner, OR 97836

November 15, 2021
KPFF Project No. 10022100488





Morrow County Courthouse ASCE 41-17 Tier 1 Seismic Evaluation

Table of Contents

Description	Page No.
Introduction.....	1
Scope and Intent	1
Site and Building Data	2
List of Criteria Used for Analysis	3
Findings.....	3
Conceptual Seismic Upgrade Work	6
Tier 1 Evaluation Summary	8
Voluntary Seismic Upgrade Concepts	9
Appendix A ASCE 41-17 Summary Data Sheet & Checklists	
Appendix B Conceptual Seismic Upgrade Sketches	

Introduction

This report is to summarize the findings of our seismic evaluation of the Morrow County Courthouse located at 100 S Court Street, in Heppner, OR. The evaluation was performed using the procedures of ASCE 41-17 “Seismic Evaluation and Retrofit of Existing Buildings.” Please note that this evaluation only relates to the seismic performance of the structure. It does not address issues related to gravity framing.

Scope and Intent

KPFF Consulting Engineers was contracted to perform a Tier 1 seismic evaluation of the Morrow County Courthouse located in Heppner, Oregon. This evaluation is based on a site visit that was completed on October 5, 2021, the reproduced existing drawings dated April 1902, and upon the procedures of ASCE 41-17 “Seismic Evaluation and Retrofit of Existing Buildings.” The intent of the evaluation is to determine if the structure meets the acceptance criteria of the Basic Performance Objective for Existing Buildings (BPOE). For this evaluation, the building was considered a Risk Category II building (i.e. a standard building occupancy) as defined by the International Building Code and the Oregon Structural Specialty Code. Therefore, the BPOE requires meeting the Life Safety Structural Performance and Life Safety Nonstructural Performance at the BSE-1E seismic hazard level, as well as Collapse Prevention Structural Performance and Hazards Reduced Nonstructural Performance at the BSE-2E seismic hazard level. Life Safety, Collapse Prevention, Hazards Reduced, BSE-1E, and BSE-2E are defined as follows:

- Life Safety is a structural performance level in which a structure has significantly damaged components but retains a margin against the onset of partial or total collapse. It is possible that the structure will be damaged to the extent that it is not practical to repair and re-occupy the building. Life Safety is also a nonstructural performance level in which nonstructural components may be damaged, but the consequential damage does not pose a life-safety threat.
- Collapse Prevention is a structural performance level in which a structure has damaged components and continues to support gravity loads but retains no margin against collapse. The structure will likely be damaged to the extent that it is not practical to repair and re-occupy the building.
- Hazards Reduced is a nonstructural performance level in which nonstructural components are damaged and could potentially create falling hazards, but high-hazard nonstructural components are secured to prevent falling into areas of public assembly or those falling hazards from those components could pose a risk to life safety for many people.

- BSE-1E is a seismic hazard level that represents an earthquake that has a probability of exceedance of 20% in a 50 year period. This can also be thought of as an earthquake that is not expected to be exceeded in a 225 year return period.
- BSE-2E is a seismic hazard level that represents an earthquake that has a probability of exceedance of 5% in a 50 year period. This can also be thought of as an earthquake that is not expected to be exceeded in a 975 year return period.

Site and Building Data

The Morrow County Courthouse is an existing unreinforced masonry (URM) bearing wall building with a wood roof and wood floors, located at 100 S Court Street, in Heppner, Oregon. It was originally constructed in 1902, with mostly minor improvements to the original structure in recent years. The main building measures approximately 82 feet in the north-south direction by 52 feet in the east-west direction. The one-story wing on the northeast corner extends east approximately 27 feet from the main building and is 20 feet wide in the north-south direction. The main building is two stories with a partial basement located mostly on the western side of the building. The building is approximately 10,000 square feet.

The main roof structure consists of 1x planks on top of 2x10 wood rafters that run between heavy wood beams, custom trusses, wood stud bearing walls, and the exterior URM bearing walls. The joists typically span approximately 12 feet and are spaced at 24 inches on center. The rafters are typically anchored to supporting wood members with contemporary metal clips and ties (recently added). The supporting beams at the east side, west side, and both southern diagonal hips consist of heavy timber shapes (4x12, 6x8, 6x10, 8x16). The northern diagonal hips consist of bowstring trusses with a built-up (3) 2x top chord, and a double steel rod bottom chord, with a cast iron king post at approximately mid span. The perimeter rafters bear on a 2x12 cripple wall that bears on top of the exterior URM walls. The 2x10 ceiling joists also frame into the perimeter cripple wall. The cripple wall studs bear on a 2x, 3x, or 4x sill plate that sits directly on top of the URM walls. Anchorage of the sill plates to the URM walls was not visible.

The Level 2 and ground floor structure consists of 1x diagonal sheathing on 2x12 and 3x12. At Level 2, the framing spans between interior wood stud walls and the exterior URM walls. At the ground floor, the framing spans between interior and exterior URM walls. At both levels, the framing at the exterior walls bears on the URM wall within beam pockets in the wall. At the interior URM walls, the framing bears on top of a 2x or 3x plate. Based on the original existing drawings, the URM walls appear to bear directly on either cementitious gravel or bedrock.

The lateral force resisting system for the building consists of straight planks (roof) and diagonal sheathing (Levels 1 and 2), which transfer load through nailed connections to wood sill plates (roof) and pocketed joists (Levels 1 and 2) at the exterior URM walls. It is not known if the sill plates are anchored to the URM walls. The URM walls act as shear walls.

List of Criteria Used for Analysis

A geotechnical investigation was not performed for this evaluation. It was assumed that classification of the soils at the site as Site Class D, and the following ground motions were used for the analysis:

Parameter	Value	Comments
$S_{XS, BSE-2E}$	0.371 g	Design short-period (0.2 seconds) spectral response acceleration parameter for the BSE-2E seismic hazard Level.
$S_{X1, BSE-2E}$	0.099 g	Design spectral response acceleration parameter at 1 second for the BSE-2E seismic hazard level.
T	0.288 s	Building fundamental period, as defined in Section 4.4.2.4.
S_a	0.344 g	Response spectral acceleration parameter, as defined in Section 4.4.2.3.

The Level of Seismicity for the structure is therefore considered to be “High” as defined by Section 2.5 of ASCE 41. Please reference the full summary of the evaluation assumptions listed in Appendix A.

Findings

The building was evaluated using the following Tier 1 checklists, for collapse prevention structural performance and life safety nonstructural performance:

- Table 17-2 Collapse Prevention Basic Configuration Checklist
- Table 17-36 Collapse Prevention Structural Checklist for Building Types URM and URMa
- Table 17-38 Nonstructural Checklist

The building, in its existing condition, does not meet the requirements of the Basic Performance Objective for Existing Buildings. The following table summarizes the deficiencies that were identified for the building per the Tier 1 checklists. Reference Appendix A for the summary data sheet and completed checklists.

Structural Deficiencies

No.	Item	Tier 1 Ref.	Comments
1	Load Path	A.2.1.1	Roof and floor diaphragms are not anchored to the URM bearing/shear walls.
2	Shear Stress Check	A.3.2.5	The URM wall piers (north and south walls) have shear stress greater than 70 psi for seismic load in the east-west direction.
3	Wall Anchorage	A.5.1.1	The URM walls are not anchored to the floor or roof diaphragms.
4	Transfer to Shear Walls	A.5.2.1	The URM walls are not anchored to the floor or roof diaphragms.

No.	Item	Tier 1 Ref.	Comments
5	Girder-Column Connection	A.5.4.1	Girders and trusses are not anchored to their supports.
6	Proportions	A.3.2.5.2	The URM shear wall height-to-thickness ratio is greater than the allowable at the feature stair and the elevator shaft.
7	Openings at Shear Walls	A.4.1.4	The Level 2 diaphragm opening at the feature stair is greater than 25% of the wall length.
8	Openings at Exterior Masonry Shear Walls	A.4.1.6	The Level 2 diaphragm openings at the feature stair and elevator shaft are greater than 8 feet.
9	Cross Ties	A.4.1.2	There are no cross ties between diaphragm chords.
10	Spans	A.4.2.2	The straight sheathing roof diaphragm spans more than 24 feet.
11	Diagonally Sheathed and Unblocked Diaphragms	A.4.2.3	All diaphragms have spans greater than 40 feet.
12	Stiffness of Wall Anchors	A.5.1.4	The URM walls are not anchored to the floor or roof diaphragms.
13	Beam, Girder, and Truss Supports	A.5.4.5	Beams and trusses are supported only by URM walls, and do not have secondary support columns.

Note: While the structural deficiencies are identified in the table above, the following is a list of structural unknowns that may contain noncompliant items if evaluation was possible.

Structural Unknowns

No.	Item	Tier 1 Ref.	Comments
1	Liquefaction	A.6.1.1	A geotechnical report was not available for review. However, the Oregon Department of Geology and Mineral Industries (DOGAMI) Statewide Geohazards Viewer does provide information on site hazards. Per DOGAMI's Hazard Viewer, this building site has a "moderate" earthquake liquefaction hazard. A site-specific geotechnical study should be performed to confirm the level of hazard.

No.	Item	Tier 1 Ref.	Comments
2	Slope Failure	A.6.1.2	A geotechnical report was not available for review. However, the Oregon Department of Geology and Mineral Industries (DOGAMI) Statewide Geohazards Viewer does provide information on site hazards. Per DOGAMI's Hazard Viewer, this building site has a "low" landslide hazard. A site-specific geotechnical study should be performed to confirm the level of hazard.
3	Surface Fault Rupture	A.6.1.3	A geotechnical report was not available for review. However, the Oregon Department of Geology and Mineral Industries (DOGAMI) Statewide Geohazards Viewer does provide information on site hazards. Per DOGAMI's Hazard Viewer, there are no identified active faults located within several miles of the site. A site-specific geotechnical study should be performed to confirm the level of hazard.

Nonstructural Deficiencies

No.	Item	Tier 1 Ref.	Comments
1	Flexible Couplings	A.7.15.4	Natural gas piping does not have flexible couplings.
2	Drift	A.7.1.2	Partition walls are not detailed to accommodate seismic drift.
3	Overhead Glazing	A.7.4.8	Glazing panes do not appear to be laminated glass.
4	Appendages	A.7.8.4	Concrete statues at the west entry are unlikely to be reinforced or anchored to the building.
5	URM Chimneys	A.7.9.1	The URM chimney has an aspect ratio, above the roof, greater than 2.
6	Anchorage	A.7.9.2	The URM chimney is integral with the exterior wall but does not appear to be anchored to the roof diaphragm.
7	Stair Enclosures	A.7.10.1	The URM walls adjacent to the feature stairs are not anchored to the stairs, adjacent floors, or roof.
8	Stair Details	A.7.10.2	The stairs are not detailed to accommodate seismic drift.
9	Fall-Prone Contents	A.7.11.3	Heavy contents are stored at/above 4 feet are not braced (i.e. printers on file cabinets)

Note: While the nonstructural deficiencies are identified in the table above, the following is a list of nonstructural unknowns that may contain noncompliant items if evaluation was possible.

Nonstructural Unknowns

No.	Item	Tier 1 Ref.	Comments
1	Fire Suppression Piping	A.7.13.1	Further investigation, by a fire sprinkler installer, should be done to verify if anchorage and bracing meets NFPA-13.
2	Flexible Couplings	A.7.13.2	Further investigation, by a fire sprinkler installer, should be done to verify if flexible couplings are present in the fire sprinkler piping per NFPA-13.
3	Hazardous Material Distribution	A.7.13.4	Further investigation, by a piping installer, should be done to verify if natural gas piping is braced.
4	Shutoff Valves	A.7.13.3	Further investigation should be done to verify if there is a main supply natural gas shut-off valve.
5	Independent Support	A.7.3.2	Further investigation should be done to verify that light fixtures are supported by framing rather than the ceiling system.
6	Pendant Supports	A.7.3.3	Further investigation should be done to verify that pendant supported lights have connections that allow for free movement without failure.
7	Cladding Anchors	A.7.4.1	Further investigation should be done to verify the cornice and medallions anchorage occurs at 4 ft spacing or less.
8	Tall Narrow Contents	A.7.11.2	Further investigation should be done to verify that all cabinets and storage racks are less than 6 feet tall (or they are braced).
9	Tall Narrow Equipment	A.7.12.6	Further investigation should be done to verify that the HVAC units in the attic are anchored to the structural framing.
10	Retainer Guards	A.7.16.1	Further investigation should be done to verify that the elevator sheaves and drums have cable retainer guards.
11	Retainer Plate	A.7.16.2	Further investigation should be done to verify that a retainer plate is present at the top and bottom of both car and counterweight.

Conceptual Mitigation of Deficiencies

Structural deficiencies are identified in the Tier 1 Checklists and are listed in the Structural Deficiencies table previously shown in this report. However, there are structural unknowns that may contain noncompliant items if evaluation was possible. These unknowns may be identified as compliant or noncompliant if more extensive investigation, beyond that of a Tier 1 checklist, was performed. The following is a list of potential solutions to mitigate those deficiencies:

1. Load Path: Add connections and anchors from roof/floor diaphragms to URM bearing/shear walls.
2. Shear Stress Check: Add concrete shear walls.

3. Wall Anchorage: Add out-of-plane anchors from roof/floor diaphragms to URM bearing/shear walls.
4. Transfer to Shear Walls: Add in-plane connections and anchors from roof/floor diaphragms to URM shear walls.
5. Girder-Column Connection: Add connections from girders to supports.
6. Proportions: Add strongbacks to slender URM walls at feature stair and elevator shaft.
7. Openings at Shear Walls: Strengthen the Level 2 floor diaphragm connection to the east exterior wall.
8. Openings at Exterior Masonry Shear Walls: Strengthen the Level 1 and 2 floor diaphragm connections to the east and south walls.
9. Cross Ties: Add steel strap cross ties, with blocking, between walls on opposite sides of the diaphragm.
10. Spans: Add out-of-plane anchors from roof/floor diaphragms to URM bearing/shear walls.
11. Diagonally Sheathed and Unblocked Diaphragms: Add structural sheathing and blocking to strengthen roof and floor diaphragms.
12. Stiffness of Wall Anchors: Add out-of-plane anchors from roof/floor diaphragms to URM bearing/shear walls.
13. Beam, Girder, and Truss Supports: Add secondary columns (or concrete walls) at beams, girders, and truss support locations.
14. Liquefaction: Have a geotechnical study performed to determine if liquefaction is a potential hazard at this site.
15. Slope Failure: Have a geotechnical study performed to determine if landslide is a potential hazard at this site.
16. Surface Fault Rupture: Have a geotechnical study performed to determine if surface fault rupture is a potential hazard at this site.

Nonstructural deficiencies are identified in the Tier 1 Checklists and are listed in the Nonstructural Deficiencies table previously shown in this report. There are also nonstructural unknowns that may contain noncompliant items if evaluation was possible. These unknowns may be identified as compliant or noncompliant if more extensive investigation, beyond that of a Tier 1 checklist, was performed. The following is a list of potential solutions to mitigate those deficiencies:

1. Flexible Couplings: Add flexible couplings to natural gas piping.
2. Drift: Modify top of wall connections to accommodate seismic drift.
3. Overhead Glazing: Replace glazing with laminated glass.
4. Appendages: Anchor the concrete statues to supporting structure.
5. URM Chimneys: Remove the chimney above top of exterior wall (or strengthen chimney with concrete walls or structural steel frames).
6. Anchorage: Remove the chimney above top of exterior wall (or anchorage to the roof diaphragm).
7. Stair Enclosures: Add out-of-plane anchors from roof/floor diaphragms to URM bearing/shear walls.
8. Stair Details: Modify stair framing connections to accommodate seismic drift.

9. Fall-Prone Contents: Brace/restrain contents weighing more than 20 lbs when center of mass is located more than 4 feet above the adjacent floor level.
10. Fire Suppression Piping: Verify if fire sprinklers piping is anchored and braced in accordance with NFPA-13.
11. Flexible Couplings: Verify if fire sprinklers couplings are flexible in accordance with NFPA-13.
12. Hazardous Material Distribution: Verify if natural gas piping is fully braced and protected from damage.
13. Shutoff Valves: Verify if the natural gas piping has a main supply shut-off valve.
14. Independent Support: Verify that light fixtures are supported by framing rather than ceiling system (connect to framing if not).
15. Pendant Supports: Verify that pendant supported lights have connections that allow for free movement without failure (replace connections if not).
16. Cladding Anchors: Verify that cornice and medallions are anchored at 4 ft spacing or less (add anchorages if not).
17. Tall Narrow Contents: Verify that all cabinets and storage racks are less than 6 feet tall (add anchorages if not).
18. Tall Narrow Equipment: Verify that HVAC units in the attic are anchored to the structural framing (add anchorages if not).
19. Retainer Guards: Verify that elevator sheaves and drums have cable retainer guards (add retainer guards if not).
20. Retainer Plate: Verify that elevator retainer plate is present at the top and bottom of both car and counterweight (add retainer plates if not).

Tier 1 Evaluation Summary

This ASCE 41-17 Tier 1 seismic evaluation was prepared for the Morrow County Courthouse. It was found that the existing building, in its current state, does not achieve the Basic Performance Objective for Existing Buildings (structural nor nonstructural).

In the event of a significant seismic event, it is expected that the building will be considerably damaged, likely to the point where repair and re-occupancy of the building is not possible. The threat to the life safety of the building occupants, under the seismic hazards and performance objectives mentioned in this report, is significantly higher than it would be compared to a building constructed to modern building codes. The structural seismic upgrade work would require significant effort, with major items including roof/floor diaphragm strengthening, added connections between the roof/floor diaphragms and the URM walls, added concrete shear walls and foundations, and added strong-backs at the URM walls. See the following section for further description of a full seismic upgrade. Most of the nonstructural seismic upgrade work would relate to bracing and/or restraint of nonstructural components and contents. It is our opinion that conventional seismic upgrade work could be employed to reduce/mitigate this seismic risk.

Voluntary Seismic Upgrade Concepts

While the current plans for the building will not trigger a code-mandated seismic upgrade, we understand that Morrow County would like to know what a full-building seismic upgrade would include. See Appendix B for conceptual seismic upgrade sketches.

Based on our experience with seismic upgrades of existing buildings, the probable cost of an upgrade of this size and type related to direct structural costs would be approximately \$100 per square foot (for the proposed work described in Appendix B). This does not include costs associated with nonstructural deficiencies, soft costs, access to install structural elements, impacts to architectural finishes or M/E/P systems removal and replacement, business interruption, geotechnical ground improvement, etc. It is assumed that an M/E/P designer or contractor would address costs associated with the identified nonstructural deficiencies.

Appendix A

ASCE 41-17 Summary Data Sheet and Checklists

SUMMARY DATA SHEET

BUILDING DATA

Building Name: Morrow County Courthouse Date: October 5, 2021
 Building Address: 100 S Court St, Heppner, OR 97836
 Latitude: 45.353439 Longitude: -119.550490 By: IKE
 Year Built: 1902 Year(s) Remodeled: -119.550490 Original Design Code: none (pre-code)
 Area (sf): 10,000 (approx.) Length (ft): 82 (N-S) Width (ft): 43 (grnd flr to ridge)
 No. of Stories: 2 (plus basement) Story Height: 13 ft Total Height: 43 ft (to ridge)

USE Industrial Office Warehouse Hospital Residential Educational Other: _____

CONSTRUCTION DATA

Gravity Load Structural System: Unreinforced masonry (URM) - basalt blocks
 Exterior Transverse Walls: Unreinforced masonry (URM) - basalt blocks Openings: Multiple in all walls
 Exterior Longitudinal Walls: Unreinforced masonry (URM) - basalt blocks Openings: Multiple in all walls
 Roof Materials/Framing: 1x planks over 2x wood rafters supported by ridge, hip, and intermediate wood beams
 Intermediate Floors/Framing: 1x diagonal sheathing over 2x wood joists
 Ground Floor: 1x diagonal sheathing over 2x wood joists
 Columns: Cast iron supporting cupola Foundation: URM walls on bedrock
 General Condition of Structure: Poor at URM walls (where mortar joints not maintained), Good at wood framing
 Levels Below Grade: Basement at western half of building
 Special Features and Comments: Cupola located over the main/west entry

LATERAL-FORCE-RESISTING SYSTEM

	Longitudinal	Transverse
System:	<u>URM exterior walls</u>	<u>URM exterior walls</u>
Vertical Elements:	<u>URM exterior walls</u>	<u>URM exterior walls</u>
Diaphragms:	<u>Flexible wood sheathing/planks</u>	<u>Flexible wood sheathing/planks</u>
Connections:	<u>Planks/sheathing nailed to 2x framing, framing sits in bearing pockets in URM wall (no positive attachment)</u>	<u>Planks/sheathing nailed to 2x framing, framing sits in bearing pockets in URM wall (no positive attachment)</u>

EVALUATION DATA

BSE-1N Spectral Response
 Accelerations: $S_{DS} =$ 0.358 $S_{D1} =$ 0.223
 Soil Factors: Class = Site Class D $F_a =$ 1.516 $F_v =$ 2.311
 BSE-2E Spectral Response
 Accelerations: $S_{XS} =$ 0.371 $S_{X1} =$ 0.099
 Level of Seismicity: High Performance Level: CP @ BSE-2E (Tier 1 eval.)
 Building Period: $T =$ $0.02 \times (35 \text{ ft mean roof})^{0.75} = 0.288 \text{ sec.}$
 Spectral Acceleration: $S_a =$ $0.099 / 0.288 = 0.344$
 Modification Factor: $C_m C_1 C_2 =$ 1.0 (URM) Building Weight: $W =$ 2,344 kips
 $V =$
 Pseudo Lateral Force: $C_m C_1 C_2 S_a W =$ 806 kips

BUILDING CLASSIFICATION:

REQUIRED TIER 1 CHECKLISTS

	YES	NO
Basic Configuration Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Building Type <u>URM</u> Structural Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nonstructural Component Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FURTHER EVALUATION REQUIREMENT: N/A

Table 17-2. Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.		Roof and floor diaphragms are not anchored to URM bearing/shear walls.
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.		No immediately adjacent buildings.
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.		No interior mezzanines.
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
C NC N/A U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7

continues

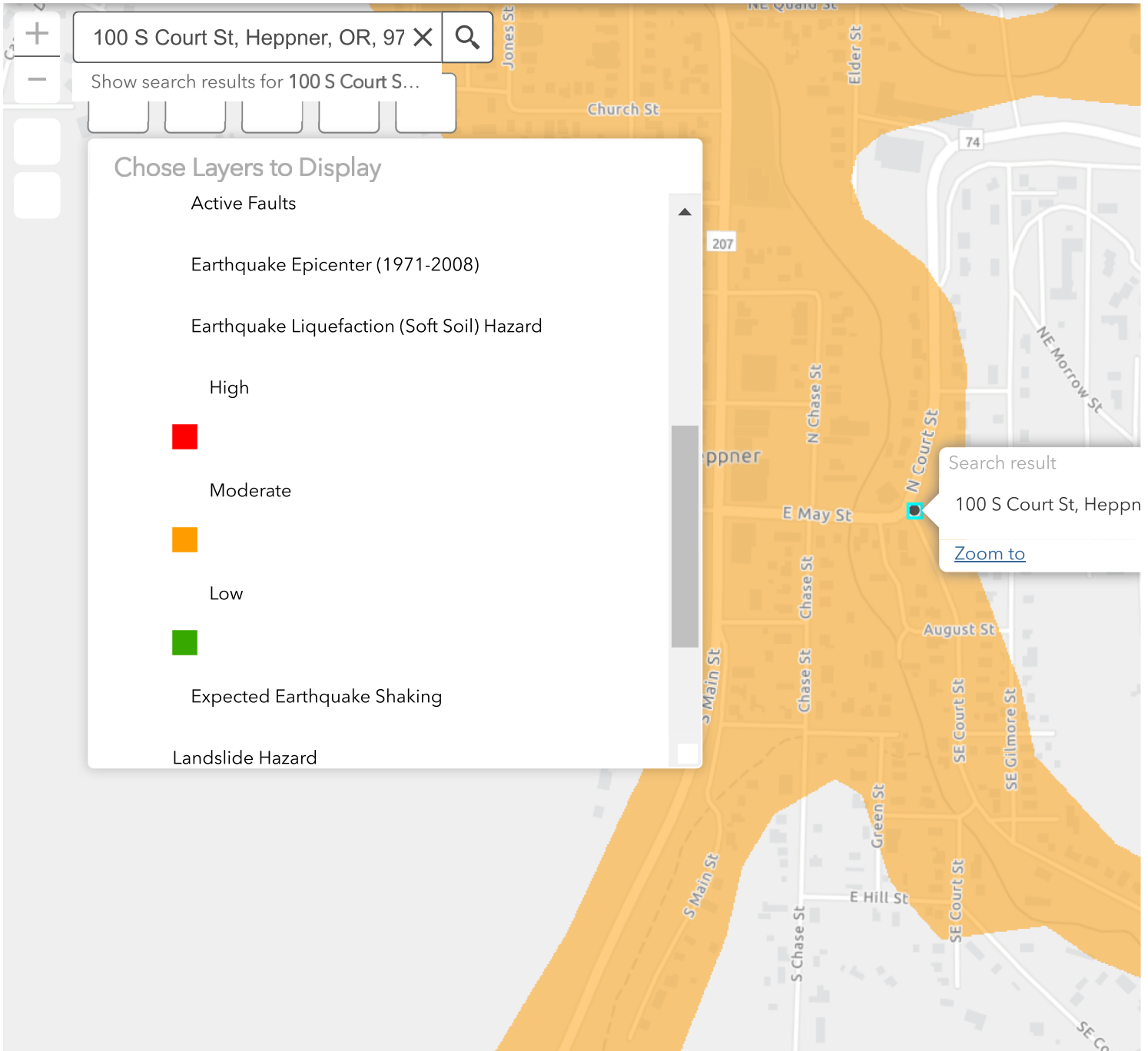
Table 17-2 (Continued). Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Geologic Site Hazards			
C NC N/A U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1 A.6.1.1 DOGAMI Oregon HazVu shows moderate liquefaction hazard.	
C NC N/A U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1 A.6.1.2 DOGAMI Oregon HazVu shows moderate landslide potential.	
C NC N/A U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1 A.6.1.3 DOGAMI Oregon HazVu shows no active faults.	
High Seismicity (Complete the Following Items in Addition to the Items for Moderate Seismicity)			
Foundation Configuration			
C NC N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$.	5.4.3.3	A.6.2.1
C NC N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.1 A.6.1.3 Slab on grade restrains base of foundation walls.	

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.



Oregon HazVu: Statewide Geohazards Viewer



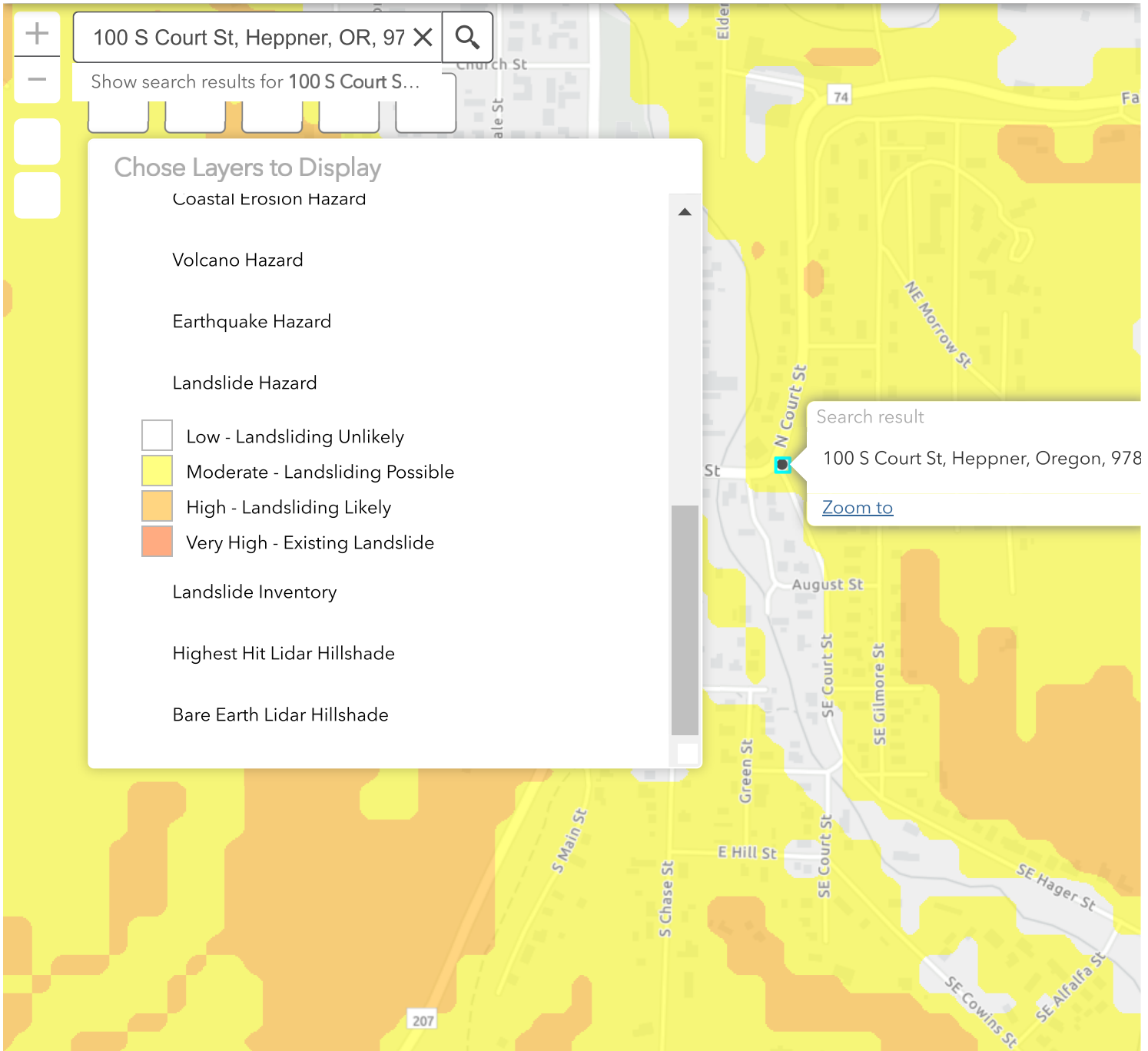
600ft

-119.543 45.355 Degrees





Oregon HazVu: Statewide Geohazards Viewer



600ft

-119.550 45.355 Degrees



Table 17-36. Collapse Prevention Structural Checklist for Building Types URM and URMa

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low and Moderate Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the unreinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 30 lb/in. ² (0.21 MPa) for clay units and 70 lb/in. ² (0.48 MPa) for concrete units.		URM wall piers have shear stress > 70 psi.
Connections			
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.		URM walls not anchored to floor or roof diaphragms.
C NC N/A U	WOOD LEDGERS: The connection between the wall panels and the diaphragm does not induce cross-grain bending or tension in the wood ledgers.	5.7.1.3	A.5.1.2
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.		URM walls not anchored to floor or roof diaphragms.
C NC N/A U	GIRDER-COLUMN CONNECTION: There is a positive connection using plates, connection hardware, or straps between the girder and the column support.		Girders and trusses do not appear to be anchored to supports.
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	PROPORTIONS: The height-to-thickness ratio of the shear walls at each story is less than the following:		h/t greater than allowable at feature stair and at elevator shaft.
	Top story of multi-story building	9	
	First story of multi-story building	15	
	All other conditions	13	
C NC N/A U	MASONRY LAYUP: Filled collar joints of multi-wythe masonry walls have negligible voids.		Need confirmation of masonry build-up in URM walls.
Diaphragms (Stiff or Flexible)			
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.		Feature stair opening is greater than 25% of wall length.
C NC N/A U	OPENINGS AT EXTERIOR MASONRY SHEAR WALLS: Diaphragm openings immediately adjacent to exterior masonry shear walls are not greater than 8 ft (2.4 m) long.		Feature stair and elevator openings are greater than 8ft.
Flexible Diaphragms			
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.		No cross ties between chords.

continues

Table 17-36 (Continued). Collapse Prevention Structural Checklist for Building Types URM and URMa

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.		← Straight sheathing roof > 24ft.
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.		← All diaphragm spans > 40ft.
C NC N/A U	OTHER DIAPHRAGMS: The diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/A U	STIFFNESS OF WALL ANCHORS: Anchors of concrete or masonry walls to wood structural elements are installed taut and are stiff enough to limit the relative movement between the wall and the diaphragm to no greater than 1/8 in. before engagement of the anchors.		← URM walls not anchored to floor or roof diaphragms.
C NC N/A U	BEAM, GIRDER, AND TRUSS SUPPORTS: Beams, girders, and trusses supported by unreinforced masonry walls or pilasters have independent secondary columns for support of vertical loads.		← Beams and trusses supported by URM walls (no secondary columns).

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-38. Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
Life Safety Systems			
C NC N/A U	HR—not required; LS—LMH; PR—LMH. FIRE SUPPRESSION PIPING: Fire suppression piping is anchored and braced in accordance with NFPA-13.		Need confirmation that fire suppression piping is installed, and has couplings, per NFPA-13.
C NC N/A U	HR—not required; LS—LMH; PR—LMH. FLEXIBLE COUPLINGS: Fire suppression piping has flexible couplings in accordance with NFPA-13.		
C NC N/A U	HR—not required; LS—LMH; PR—LMH. EMERGENCY POWER: Equipment used to power or control Life Safety systems is anchored or braced.		No emergency power.
C NC N/A U	HR—not required; LS—LMH; PR—LMH. STAIR AND SMOKE DUCTS: Stair pressurization and smoke control ducts are braced and have flexible connections at seismic joints.		No stair smoke ducts.
C NC N/A U	HR—not required; LS—MH; PR—MH. SPRINKLER CEILING CLEARANCE: Penetrations through panelized ceilings for fire suppression devices provide clearances in accordance with NFPA-13.		No sprinklers through panelized ceilings since they are attached to the framing.
C NC N/A U	HR—not required; LS—not required; PR—LMH. EMERGENCY LIGHTING: Emergency and egress lighting equipment is anchored or braced.	13.7.9	A.7.3.1
Hazardous Materials			
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. HAZARDOUS MATERIAL EQUIPMENT: Equipment mounted on vibration isolators and containing hazardous material is equipped with restraints or snubbers.		No equipment on isolators.
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. HAZARDOUS MATERIAL STORAGE: Breakable containers that hold hazardous material, including gas cylinders, are restrained by latched doors, shelf lips, wires, or other methods.		No hazardous material storage.
C NC N/A U	HR—MH; LS—MH; PR—MH. HAZARDOUS MATERIAL DISTRIBUTION: Piping or ductwork conveying hazardous materials is braced or otherwise protected from damage that would allow hazardous material release.		Need confirmation that gas piping is braced.
C NC N/A U	HR—MH; LS—MH; PR—MH. SHUTOFF VALVES: Piping containing hazardous material, including natural gas, has shutoff valves or other devices to limit spills or leaks.		Need confirmation that there is a gas shut-off valve.
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. FLEXIBLE COUPLINGS: Hazardous material ductwork and piping, including natural gas piping, have flexible couplings.		Gas piping does not appear to have flexible couplings.
C NC N/A U	HR—MH; LS—MH; PR—MH. PIPING OR DUCTS CROSSING SEISMIC JOINTS: Piping or ductwork carrying hazardous material that either crosses seismic joints or isolation planes or is connected to independent structures has couplings or other details to accommodate the relative seismic displacements.	13.7.5 13.7.6	No seismic joints.
Partitions			
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. UNREINFORCED MASONRY: Unreinforced masonry or hollow-clay tile partitions are braced at a spacing of at most 10 ft (3.0 m) in Low or Moderate Seismicity, or at most 6 ft (1.8 m) in High Seismicity.		No URM partitions, rather all structural bearing walls (see structural checklists).
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. HEAVY PARTITIONS SUPPORTED BY CEILINGS: The tops of masonry or hollow-clay tile partitions are not laterally supported by an integrated ceiling system.		Partitions braced by structure.
C NC N/A U	HR—not required; LS—MH; PR—MH. DRIFT: Rigid cementitious partitions are detailed to accommodate the following drift ratios: in steel moment frame, concrete moment frame, and wood frame buildings, 0.02; in other buildings, 0.005.		Not detailed to accommodate drift.
C NC N/A U	HR—not required; LS—not required; PR—MH. LIGHT PARTITIONS SUPPORTED BY CEILINGS: The tops of gypsum board partitions are not laterally supported by an integrated ceiling system.	13.6.2	A.7.2.1
C NC N/A U	HR—not required; LS—not required; PR—MH. STRUCTURAL SEPARATIONS: Partitions that cross structural separations have seismic or control joints.	13.6.2	A.7.1.3

continues

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC (N/A) U	HR—not required; LS—not required; PR—MH. TOPS: The tops of ceiling-high framed or panelized partitions have lateral bracing to the structure at a spacing equal to or less than 6 ft (1.8 m).	13.6.2	A.7.1.4
Ceilings			
C NC N/A U	HR—H; LS—MH; PR—LMH. SUSPENDED LATH AND PLASTER: Suspended lath and plaster ceilings have attachments that resist seismic forces for every 12 ft ² (1.1 m ²) of area.		Ceilings directly attached to framing.
C NC N/A U	HR—not required; LS—MH; PR—LMH. SUSPENDED GYPSUM BOARD: Suspended gypsum board ceilings have attachments that resist seismic forces for every 12 ft ² (1.1 m ²) of area.		Ceilings directly attached to framing.
C NC (N/A) U	HR—not required; LS—not required; PR—MH. INTEGRATED CEILINGS: Integrated suspended ceilings with continuous areas greater than 144 ft ² (13.4 m ²) and ceilings of smaller areas that are not surrounded by restraining partitions are laterally restrained at a spacing no greater than 12 ft (3.6 m) with members attached to the structure above. Each restraint location has a minimum of four diagonal wires and compression struts, or diagonal members capable of resisting compression.	13.6.4	A.7.2.2
C NC (N/A) U	HR—not required; LS—not required; PR—MH. EDGE CLEARANCE: The free edges of integrated suspended ceilings with continuous areas greater than 144 ft ² (13.4 m ²) have clearances from the enclosing wall or partition of at least the following: in Moderate Seismicity, 1/2 in. (13 mm); in High Seismicity, 3/4 in. (19 mm).	13.6.4	A.7.2.4
C NC (N/A) U	HR—not required; LS—not required; PR—MH. CONTINUITY ACROSS STRUCTURE JOINTS: The ceiling system does not cross any seismic joint and is not attached to multiple independent structures.	13.6.4	A.7.2.5
C NC (N/A) U	HR—not required; LS—not required; PR—H. EDGE SUPPORT: The free edges of integrated suspended ceilings with continuous areas greater than 144 ft ² (13.4 m ²) are supported by closure angles or channels not less than 2 in. (51 mm) wide.	13.6.4	A.7.2.6
C NC (N/A) U	HR—not required; LS—not required; PR—H. SEISMIC JOINTS: Acoustical tile or lay-in panel ceilings have seismic separation joints such that each continuous portion of the ceiling is no more than 2,500 ft ² (232.3 m ²) and has a ratio of long-to-short dimension no more than 4-to-1.	13.6.4	A.7.2.7
Light Fixtures			
C NC N/A (U)	HR—not required; LS—MH; PR—MH. INDEPENDENT SUPPORT: Light fixtures that weigh more per square foot than the ceiling they penetrate are supported independent of the grid ceiling suspension system by a minimum of two wires at diagonally opposite corners of each fixture.		Need confirmation that lights supported by framing rather than ceiling system.
C NC N/A (U)	HR—not required; LS—not required; PR—H. PENDANT SUPPORTS: Light fixtures on pendant supports are attached at a spacing equal to or less than 6 ft. Unbraced suspended fixtures are free to allow a 360-degree range of motion at an angle not less than 45 degrees from horizontal without contacting adjacent components. Alternatively, if rigidly supported and/or braced, they are free to move with the structure to which they are attached without damaging adjoining components. Additionally, the connection to the structure is capable of accommodating the movement without failure.		Need confirmation that lights supported by framing rather than ceiling system, and that connection is capable of accommodating movement without failure.
C NC (N/A) U	HR—not required; LS—not required; PR—H. LENS COVERS: Lens covers on light fixtures are attached with safety devices.	13.7.9	A.7.3.4
Cladding and Glazing			
C NC N/A (U)	HR—MH; LS—MH; PR—MH. CLADDING ANCHORS: Cladding components weighing more than 10 lb/ft ² (0.48 kN/m ²) are mechanically anchored to the structure at a spacing equal to or less than the following: for Life Safety in Moderate Seismicity, 6 ft (1.8 m); for Life Safety in High Seismicity and for Position Retention in any seismicity, 4 ft (1.2 m)		Cornice components and medallions connections need to be verified.

continues

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC (N/A) U	HR—not required; LS—MH; PR—MH. CLADDING ISOLATION: For steel or concrete moment-frame buildings, panel connections are detailed to accommodate a story drift ratio by the use of rods attached to framing with oversize holes or slotted holes of at least the following: for Life Safety in Moderate Seismicity, 0.01; for Life Safety in High Seismicity and for Position Retention in any seismicity, 0.02, and the rods have a length-to-diameter ratio of 4.0 or less.		← Not a moment frame building.
C NC (N/A) U	HR—MH; LS—MH; PR—MH. MULTI-STORY PANELS: For multi-story panels attached at more than one floor level, panel connections are detailed to accommodate a story drift ratio by the use of rods attached to framing with oversize holes or slotted holes of at least the following: for Life Safety in Moderate Seismicity, 0.01; for Life Safety in High Seismicity and for Position Retention in any seismicity, 0.02, and the rods have a length-to-diameter ratio of 4.0 or less.		← No cladding panels.
C NC (N/A) U	HR—not required; LS—MH; PR—MH. THREADED RODS: Threaded rods for panel connections detailed to accommodate drift by bending of the rod have a length-to-diameter ratio greater than 0.06 times the story height in inches for Life Safety in Moderate Seismicity and 0.12 times the story height in inches for Life Safety in High Seismicity and Position Retention in any seismicity.		← No cladding panels.
C NC (N/A) U	HR—MH; LS—MH; PR—MH. PANEL CONNECTIONS: Cladding panels are anchored out of plane with a minimum number of connections for each wall panel, as follows: for Life Safety in Moderate Seismicity, 2 connections; for Life Safety in High Seismicity and for Position Retention in any seismicity, 4 connections.		← No cladding panels.
C NC (N/A) U	HR—MH; LS—MH; PR—MH. BEARING CONNECTIONS: Where bearing connections are used, there is a minimum of two bearing connections for each cladding panel.		← No cladding panels.
C NC (N/A) U	HR—MH; LS—MH; PR—MH. INSERTS: Where concrete cladding components use inserts, the inserts have positive anchorage or are anchored to reinforcing steel.		← No cladding panels.
C (NC) (N/A) U	HR—not required; LS—MH; PR—MH. OVERHEAD GLAZING: Glazing panes of any size in curtain walls and individual interior or exterior panes more than 16 ft ² (1.5 m ²) in area are laminated annealed or laminated heat-strengthened glass and are detailed to remain in the frame when cracked.		← Glazing panes do not appear to be laminated.
Masonry Veneer			
C NC (N/A) U	HR—not required; LS—LMH; PR—LMH. TIES: Masonry veneer is connected to the backup with corrosion-resistant ties. There is a minimum of one tie for every 2-2/3 ft ² (0.25 m ²), and the ties have spacing no greater than the following: for Life Safety in Low or Moderate Seismicity, 36 in. (914 mm); for Life Safety in High Seismicity and for Position Retention in any seismicity, 24 in. (610 mm).		← No masonry veneer.
C NC (N/A) U	HR—not required; LS—LMH; PR—LMH. SHELF ANGLES: Masonry veneer is supported by shelf angles or other elements at each floor above the ground floor.		← No masonry veneer.
C NC (N/A) U	HR—not required; LS—LMH; PR—LMH. WEAKENED PLANES: Masonry veneer is anchored to the backup adjacent to weakened planes, such as at the locations of flashing.		← No masonry veneer.
C NC (N/A) U	HR—LMH; LS—LMH; PR—LMH. UNREINFORCED MASONRY BACKUP: There is no unreinforced masonry backup.		← No masonry veneer. 13.6.1.2
C NC (N/A) U	HR—not required; LS—MH; PR—MH. STUD TRACKS: For veneer with cold-formed steel stud backup, stud tracks are fastened to the structure at a spacing equal to or less than 24 in. (610 mm) on center.		← No masonry veneer. 13.6.1.2

continues

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC (N/A) U	HR—not required; LS—MH; PR—MH. ANCHORAGE: For veneer with concrete block or masonry backup, the backup is positively anchored to the structure at a horizontal spacing equal to or less than 4 ft along the floors and roof.	13.6.1.2	← No masonry veneer.
C NC (N/A) U	HR—not required; LS—not required; PR—MH. WEEP HOLES: In veneer anchored to stud walls, the veneer has functioning weep holes and base flashing.	13.6.1.2	A.7.5.6
C NC (N/A) U	HR—not required; LS—not required; PR—MH. OPENINGS: For veneer with cold-formed-steel stud backup, steel studs frame window and door openings.	13.6.1.1 13.6.1.2	A.7.6.2
Parapets, Cornices, Ornamentation, and Appendages			
C NC (N/A) U	HR—LMH; LS—LMH; PR—LMH. URM PARAPETS OR CORNICES: Laterally unsupported unreinforced masonry parapets or cornices have height-to-thickness ratios no greater than the following: for Life Safety in Low or Moderate Seismicity, 2.5; for Life Safety in High Seismicity and for Position Retention in any seismicity, 1.5.		← No URM parapets or cornices.
C NC (N/A) U	HR—not required; LS—LMH; PR—LMH. CANOPIES: Canopies at building exits are anchored to the structure at a spacing no greater than the following: for Life Safety in Low or Moderate Seismicity, 10 ft (3.0 m); for Life Safety in High Seismicity and for Position Retention in any seismicity, 6 ft (1.8 m).		← No canopies. A.7.8.2
C NC (N/A) U	HR—H; LS—MH; PR—LMH. CONCRETE PARAPETS: Concrete parapets with height-to-thickness ratios greater than 2.5 have vertical reinforcement.		← No concrete parapets.
C (NC) (N/A) U	HR—MH; LS—MH; PR—LMH. APPENDAGES: Cornices, parapets, signs, and other ornamentation or appendages that extend above the highest point of anchorage to the structure or cantilever from components are reinforced and anchored to the structural system at a spacing equal to or less than 6 ft (1.8 m). This evaluation statement item does not apply to parapets or cornices covered by other evaluation statements.		← Concrete statues at entry are unlikely to be reinforced or anchored to the building.
Masonry Chimneys			
C (NC) (N/A) U	HR—LMH; LS—LMH; PR—LMH. URM CHIMNEYS: Unreinforced masonry chimneys extend above the roof surface no more than the following: for Life Safety in Low or Moderate Seismicity, 3 times the least dimension of the chimney; for Life Safety in High Seismicity and for Position Retention in any seismicity, 2 times the least dimension of the chimney.		← URM chimney has aspect ratio greater than 2.
C (NC) (N/A) U	HR—LMH; LS—LMH; PR—LMH. ANCHORAGE: Masonry chimneys are anchored at each floor level, at the topmost ceiling level, and at the roof.	13.6.7 A.7.8.2	← URM chimney is integral with the exterior wall but does not appear to be anchored to the roof.
Stairs			
C (NC) (N/A) U	HR—not required; LS—LMH; PR—LMH. STAIR ENCLOSURES: Hollow-clay tile or unreinforced masonry walls around stair enclosures are restrained out of plane and have height-to-thickness ratios not greater than the following: for Life Safety in Low or Moderate Seismicity, 15-to-1; for Life Safety in High Seismicity and for Position Retention in any seismicity, 12-to-1.		← URM walls adjacent to stairs are not anchored to floors or roof.
C (NC) (N/A) U	HR—not required; LS—LMH; PR—LMH. STAIR DETAILS: The connection between the stairs and the structure does not rely on post-installed anchors in concrete or masonry, and the stair details are capable of accommodating the drift calculated using the Quick Check procedure of Section 4.4.3.1 for moment-frame structures or 0.5 in. for all other structures without including any lateral stiffness contribution from the stairs.		← The stairs are not designed to accommodate seismic drift.
Contents and Furnishings			
C NC (N/A) U	HR—LMH; LS—MH; PR—MH. INDUSTRIAL STORAGE RACKS: Industrial storage racks or pallet racks more than 12 ft high meet the requirements of ANSI/RMI MH 16.1 as modified by ASCE 7, Chapter 15.		← No industrial storage racks.

continues

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC N/A U	HR—not required; LS—H; PR—MH. TALL NARROW CONTENTS: Contents more than 6 ft (1.8 m) high with a height-to-depth or height-to-width ratio greater than 3-to-1 are anchored to the structure or to each other.		Need confirmation that all cabinets and racks are less than 6ft tall.
C NC N/A U	HR—not required; LS—H; PR—H. FALL-PRONE CONTENTS: Equipment, stored items, or other contents weighing more than 20 lb (9.1 kg) whose center of mass is more than 4 ft (1.2 m) above the adjacent floor level are braced or otherwise restrained.		Heavy contents stored at/above 4ft (i.e. printers on file cabinets) not braced.
C NC N/A U	HR—not required; LS—not required; PR—MH. ACCESS FLOORS: Access floors more than 9 in. (229 mm) high are braced.	13.6.10	A.7.11.4
C NC N/A U	HR—not required; LS—not required; PR—MH. EQUIPMENT ON ACCESS FLOORS: Equipment and other contents supported by access floor systems are anchored or braced to the structure independent of the access floor.	13.7.7 13.6.10	A.7.11.5
C NC N/A U	HR—not required; LS—not required; PR—H. SUSPENDED CONTENTS: Items suspended without lateral bracing are free to swing from or move with the structure from which they are suspended without damaging themselves or adjoining components.	13.8.2	A.7.11.6
Mechanical and Electrical Equipment			
C NC N/A U	HR—not required; LS—H; PR—H. FALL-PRONE EQUIPMENT: Equipment weighing more than 20 lb (9.1 kg) whose center of mass is more than 4 ft (1.2 m) above the adjacent floor level, and which is not in-line equipment, is braced.	13.7.7	No suspended equipment.
C NC N/A U	HR—not required; LS—H; PR—H. IN-LINE EQUIPMENT: Equipment installed in line with a duct or piping system, with an operating weight more than 75 lb (34.0 kg), is supported and laterally braced independent of the duct or piping system.	13.7.7	No in-line equipment.
C NC N/A U	HR—not required; LS—H; PR—MH. TALL NARROW EQUIPMENT: Equipment more than 6 ft (1.8 m) high with a height-to-depth or height-to-width ratio greater than 3-to-1 is anchored to the floor slab or adjacent structural walls.		Need confirmation that HVAC unit in the attic is anchored to the framing.
C NC N/A U	HR—not required; LS—not required; PR—MH. MECHANICAL DOORS: Mechanically operated doors are detailed to operate at a story drift ratio of 0.01.	13.6.9	A.7.12.7
C NC N/A U	HR—not required; LS—not required; PR—H. SUSPENDED EQUIPMENT: Equipment suspended without lateral bracing is free to swing from or move with the structure from which it is suspended without damaging itself or adjoining components.	13.7.1 13.7.7	A.7.12.8
C NC N/A U	HR—not required; LS—not required; PR—H. VIBRATION ISOLATORS: Equipment mounted on vibration isolators is equipped with horizontal restraints or snubbers and with vertical restraints to resist overturning.	13.7.1	A.7.12.9
C NC N/A U	HR—not required; LS—not required; PR—H. HEAVY EQUIPMENT: Floor-supported or platform-supported equipment weighing more than 400 lb (181.4 kg) is anchored to the structure.	13.7.1 13.7.7	A.7.12.10
C NC N/A U	HR—not required; LS—not required; PR—H. ELECTRICAL EQUIPMENT: Electrical equipment is laterally braced to the structure.	13.7.7	A.7.12.11
C NC N/A U	HR—not required; LS—not required; PR—H. CONDUIT COUPLINGS: Conduit greater than 2.5 in. (64 mm) trade size that is attached to panels, cabinets, or other equipment and is subject to relative seismic displacement has flexible couplings or connections.	13.7.8	A.7.12.12
Piping			
C NC N/A U	HR—not required; LS—not required; PR—H. FLEXIBLE COUPLINGS: Fluid and gas piping has flexible couplings.	13.7.3 13.7.5	A.7.13.2

continues

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC (N/A) U	HR—not required; LS—not required; PR—H. FLUID AND GAS PIPING: Fluid and gas piping is anchored and braced to the structure to limit spills or leaks.	13.7.3 13.7.5	A.7.13.4
C NC (N/A) U	HR—not required; LS—not required; PR—H. C-CLAMPS: One-sided C-clamps that support piping larger than 2.5 in. (64 mm) in diameter are restrained.	13.7.3 13.7.5	A.7.13.5
C NC (N/A) U	HR—not required; LS—not required; PR—H. PIPING CROSSING SEISMIC JOINTS: Piping that crosses seismic joints or isolation planes or is connected to independent structures has couplings or other details to accommodate the relative seismic displacements.	13.7.3 13.7.5	A.7.13.6
Ducts			
C NC (N/A) U	HR—not required; LS—not required; PR—H. DUCT BRACING: Rectangular ductwork larger than 6 ft ² (0.56 m ²) in cross-sectional area and round ducts larger than 28 in. (711 mm) in diameter are braced. The maximum spacing of transverse bracing does not exceed 30 ft (9.2 m). The maximum spacing of longitudinal bracing does not exceed 60 ft (18.3 m).	13.7.6	A.7.14.2
C NC (N/A) U	HR—not required; LS—not required; PR—H. DUCT SUPPORT: Ducts are not supported by piping or electrical conduit.	13.7.6	A.7.14.3
C NC (N/A) U	HR—not required; LS—not required; PR—H. DUCTS CROSSING SEISMIC JOINTS: Ducts that cross seismic joints or isolation planes or are connected to independent structures have couplings or other details to accommodate the relative seismic displacements.	13.7.6	A.7.14.4
Elevators			
C NC (N/A) U	HR—not required; LS—H; PR—H. RETAINER GUARDS: Sheaves and drums have cable retainer guards. ← Need to confirm/retainer guards.		
C NC (N/A) U	HR—not required; LS—H; PR—H. RETAINER PLATE: A retainer plate is present at the top and bottom of both car and counterweight. ← Need to confirm/retainer plates.		
C NC (N/A) U	HR—not required; LS—not required; PR—H. ELEVATOR EQUIPMENT: Equipment, piping, and other components that are part of the elevator system are anchored.	13.7.11	A.7.16.3
C NC (N/A) U	HR—not required; LS—not required; PR—H. SEISMIC SWITCH: Elevators capable of operating at speeds of 150 ft/min (0.30 m/min) or faster are equipped with seismic switches that meet the requirements of ASME A17.1 or have trigger levels set to 20% of the acceleration of gravity at the base of the structure and 50% of the acceleration of gravity in other locations.	13.7.11	A.7.16.4
C NC (N/A) U	HR—not required; LS—not required; PR—H. SHAFT WALLS: Elevator shaft walls are anchored and reinforced to prevent toppling into the shaft during strong shaking.	13.7.11	A.7.16.5
C NC (N/A) U	HR—not required; LS—not required; PR—H. COUNTERWEIGHT RAILS: All counterweight rails and divider beams are sized in accordance with ASME A17.1.	13.7.11	A.7.16.6
C NC (N/A) U	HR—not required; LS—not required; PR—H. BRACKETS: The brackets that tie the car rails and the counterweight rail to the structure are sized in accordance with ASME A17.1.	13.7.11	A.7.16.7
C NC (N/A) U	HR—not required; LS—not required; PR—H. SPREADER BRACKET: Spreader brackets are not used to resist seismic forces.	13.7.11	A.7.16.8
C NC (N/A) U	HR—not required; LS—not required; PR—H. GO-SLOW ELEVATORS: The building has a go-slow elevator system.	13.7.11	A.7.16.9

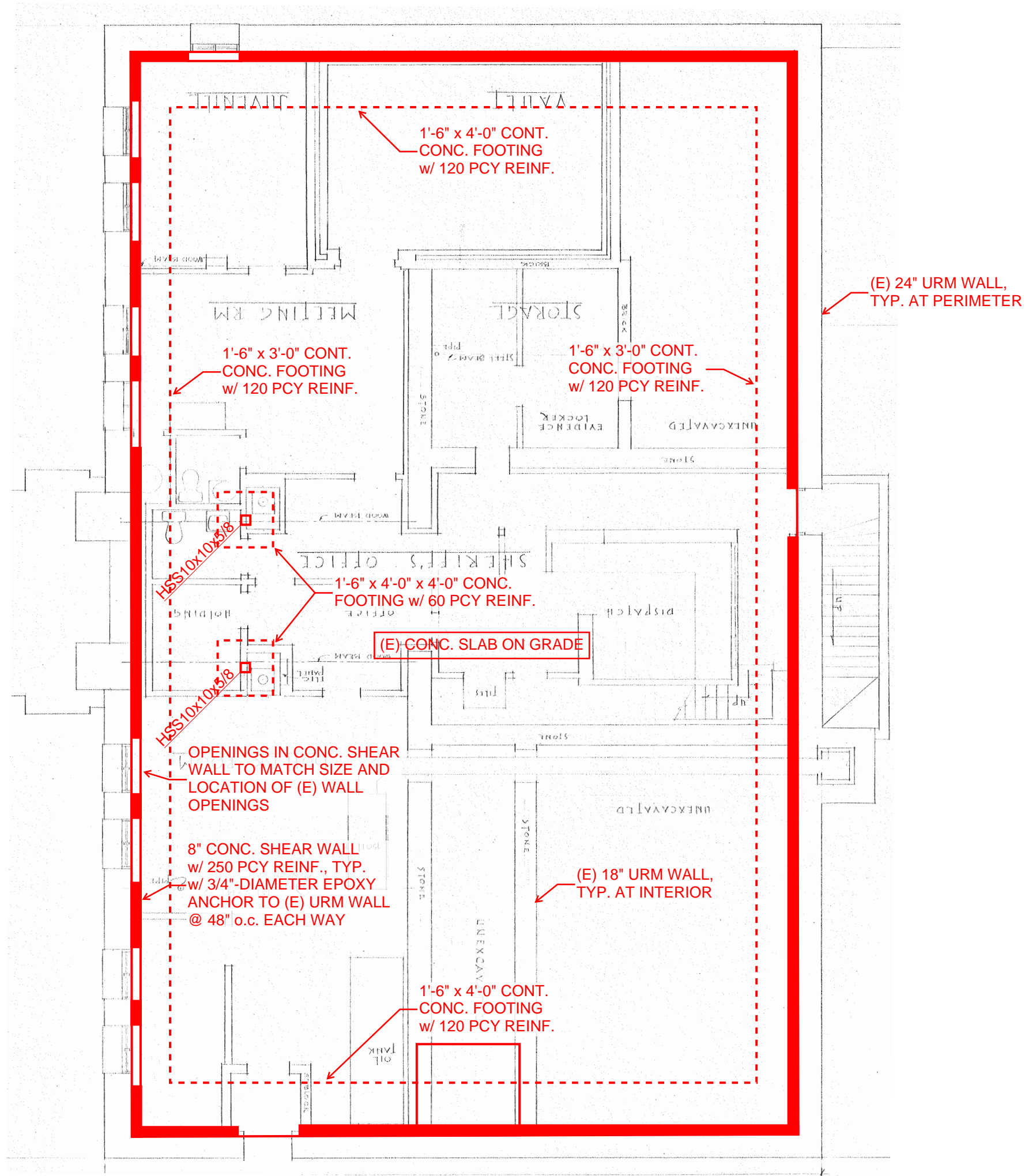
Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

^a Performance Level: HR = Hazards Reduced, LS = Life Safety, and PR = Position Retention.

^b Level of Seismicity: L = Low, M = Moderate, and H = High.

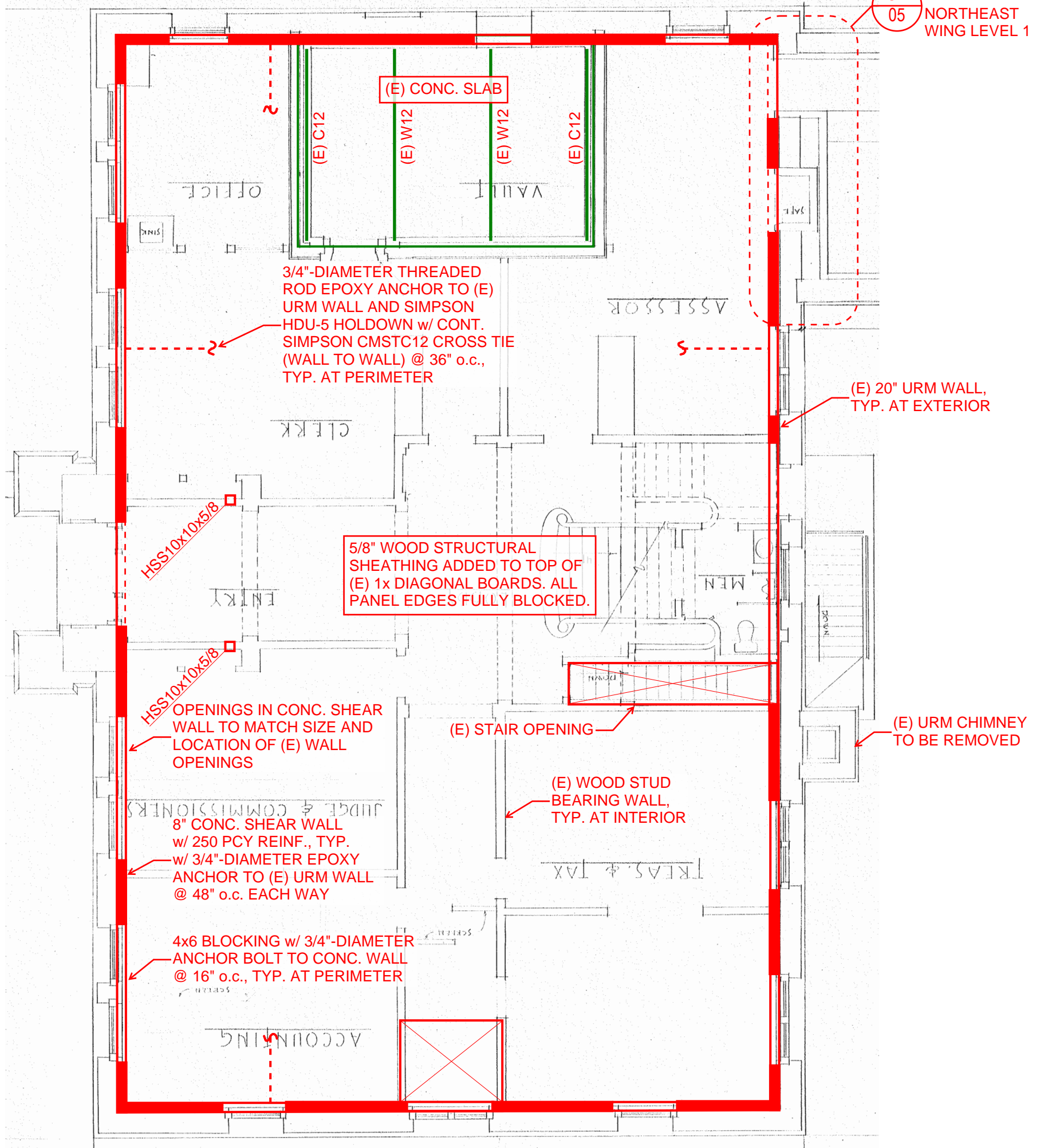
Appendix B

Conceptual Seismic Upgrade Sketches



SK
05

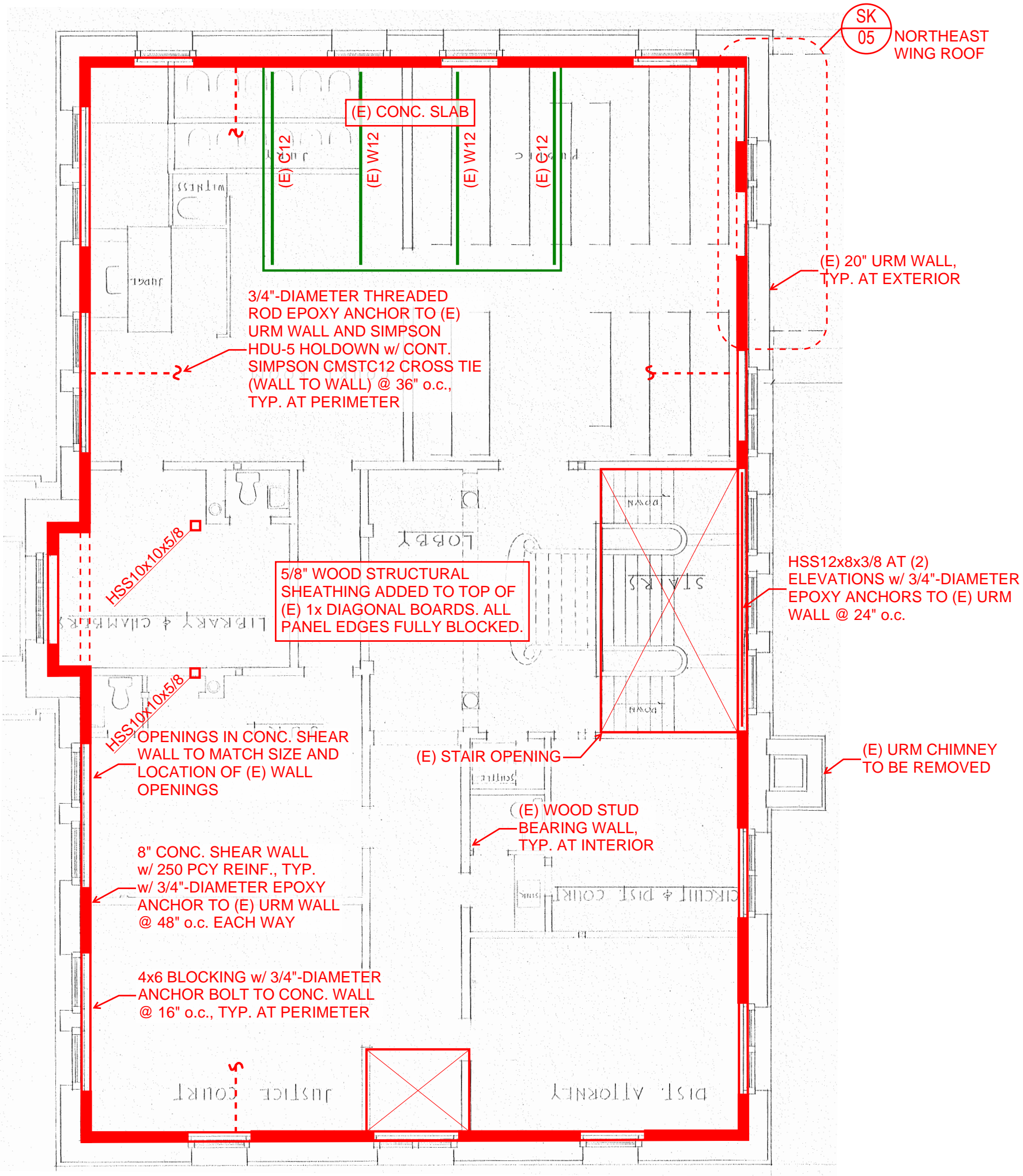
NORTHEAST
WING LEVEL 1



SK
01

LEVEL 1 FRAMING PLAN

1/8" = 1'-0"



SK
05 NORTHEAST
WING ROOF

(E) CONC. SLAB

(E) W12
(E) W12
(E) W12
(E) W12

(E) 20" URM WALL,
TYP. AT EXTERIOR

3/4"-DIAMETER THREADED
ROD EPOXY ANCHOR TO (E)
URM WALL AND SIMPSON
HDU-5 HOLDOWN w/ CONT.
SIMPSON CMSTC12 CROSS TIE
(WALL TO WALL) @ 36" o.c.,
TYP. AT PERIMETER

HSS10x10x5/8

5/8" WOOD STRUCTURAL
SHEATHING ADDED TO TOP OF
(E) 1x DIAGONAL BOARDS. ALL
PANEL EDGES FULLY BLOCKED.

HSS12x8x3/8 AT (2)
ELEVATIONS w/ 3/4"-DIAMETER
EPOXY ANCHORS TO (E) URM
WALL @ 24" o.c.

HSS10x10x5/8

OPENINGS IN CONC. SHEAR
WALL TO MATCH SIZE AND
LOCATION OF (E) WALL
OPENINGS

(E) STAIR OPENING

(E) URM CHIMNEY
TO BE REMOVED

(E) WOOD STUD
BEARING WALL,
TYP. AT INTERIOR

8" CONC. SHEAR WALL
w/ 250 PCY REINF., TYP.
w/ 3/4"-DIAMETER EPOXY
ANCHOR TO (E) URM WALL
@ 48" o.c. EACH WAY

4x6 BLOCKING w/ 3/4"-DIAMETER
ANCHOR BOLT TO CONC. WALL
@ 16" o.c., TYP. AT PERIMETER

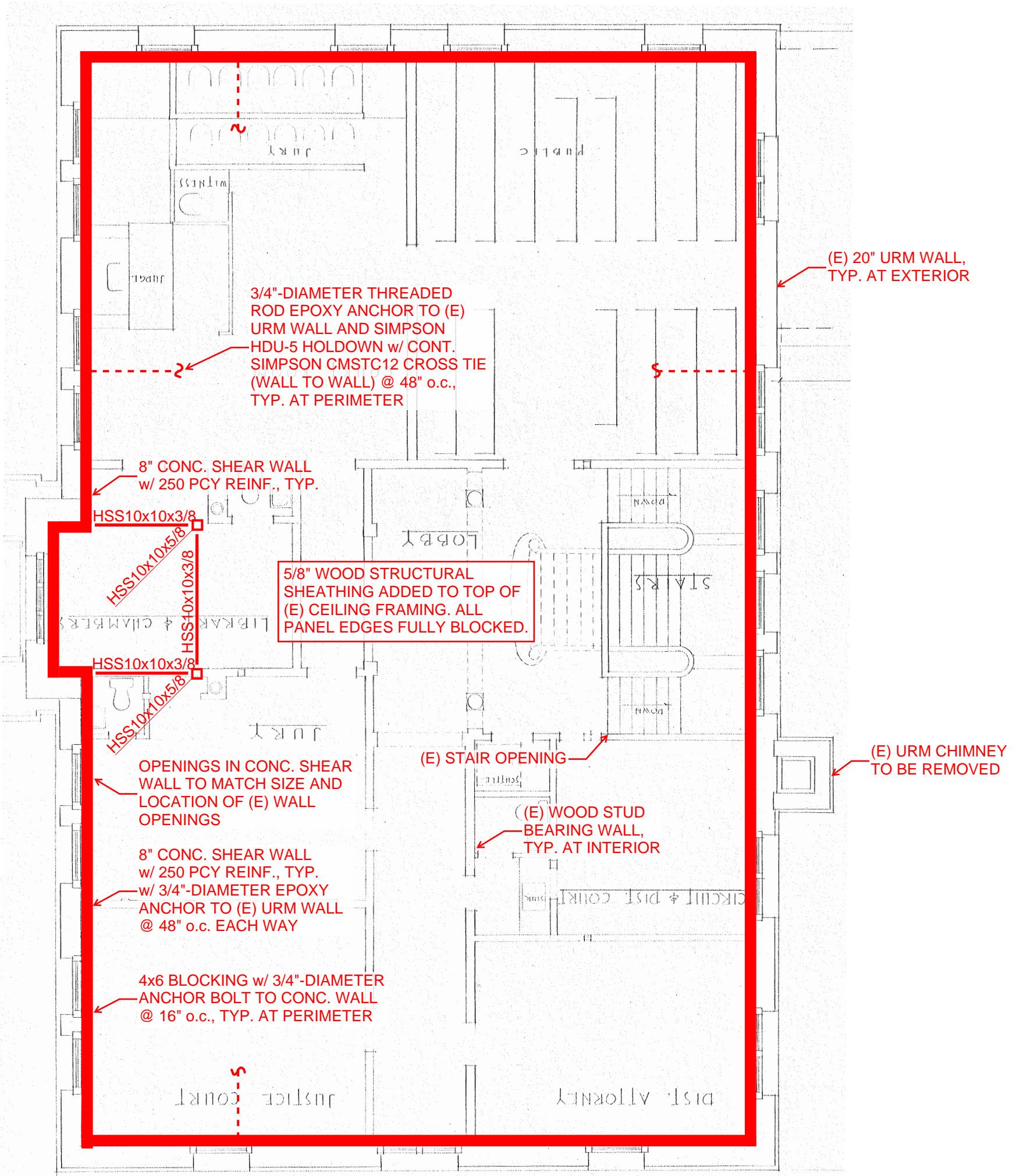
JUSTICE COURT

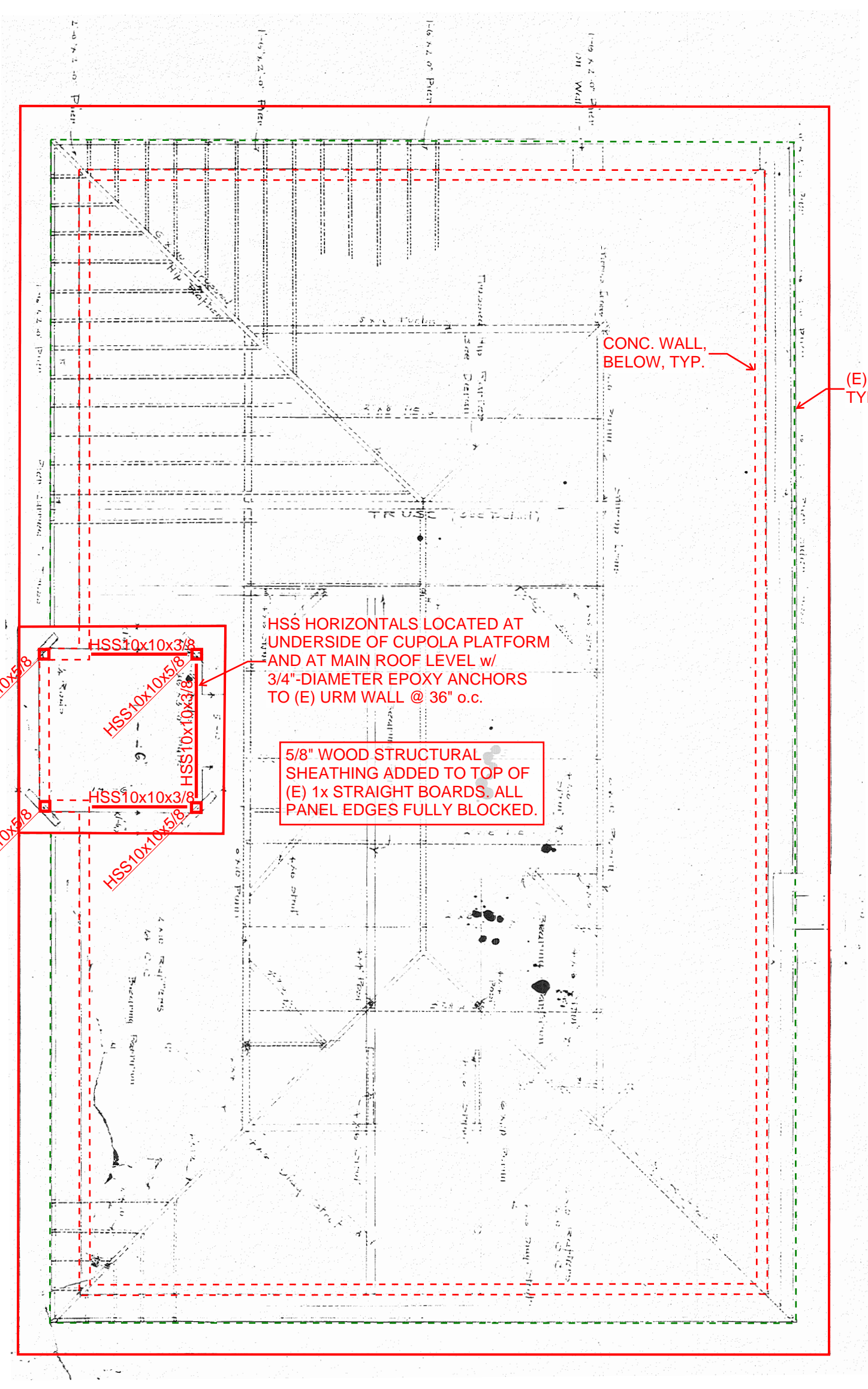
DIST. ATTORNEY

SK
02

LEVEL 2 FRAMING PLAN

1/8" = 1'-0"

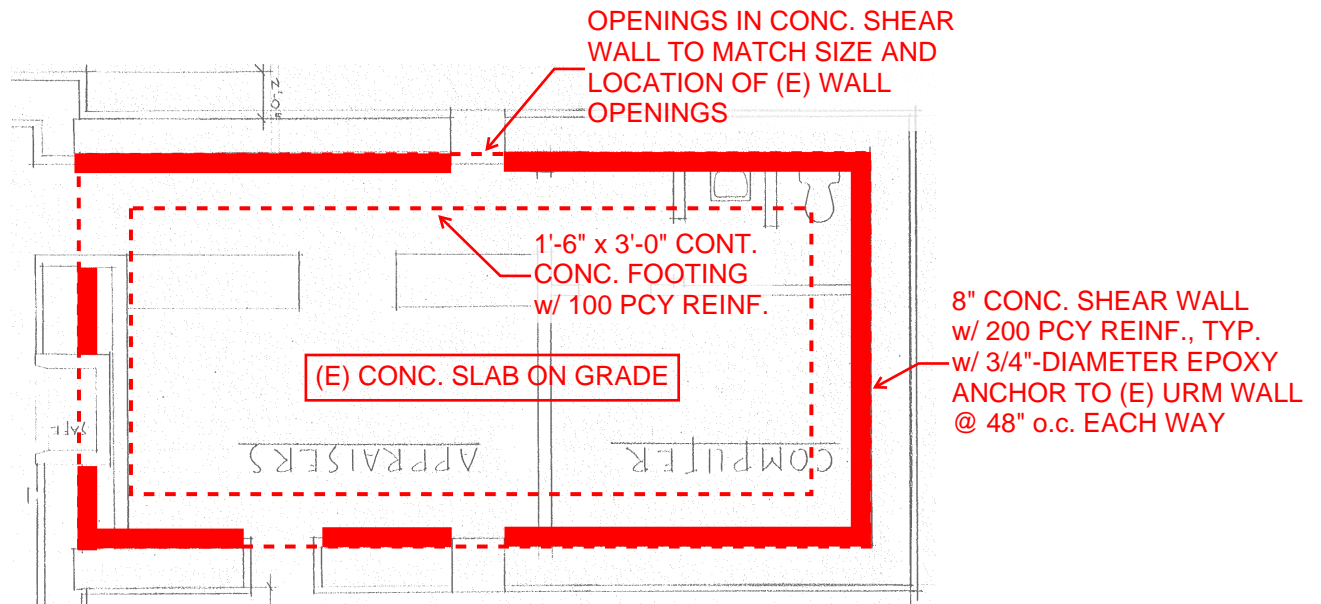




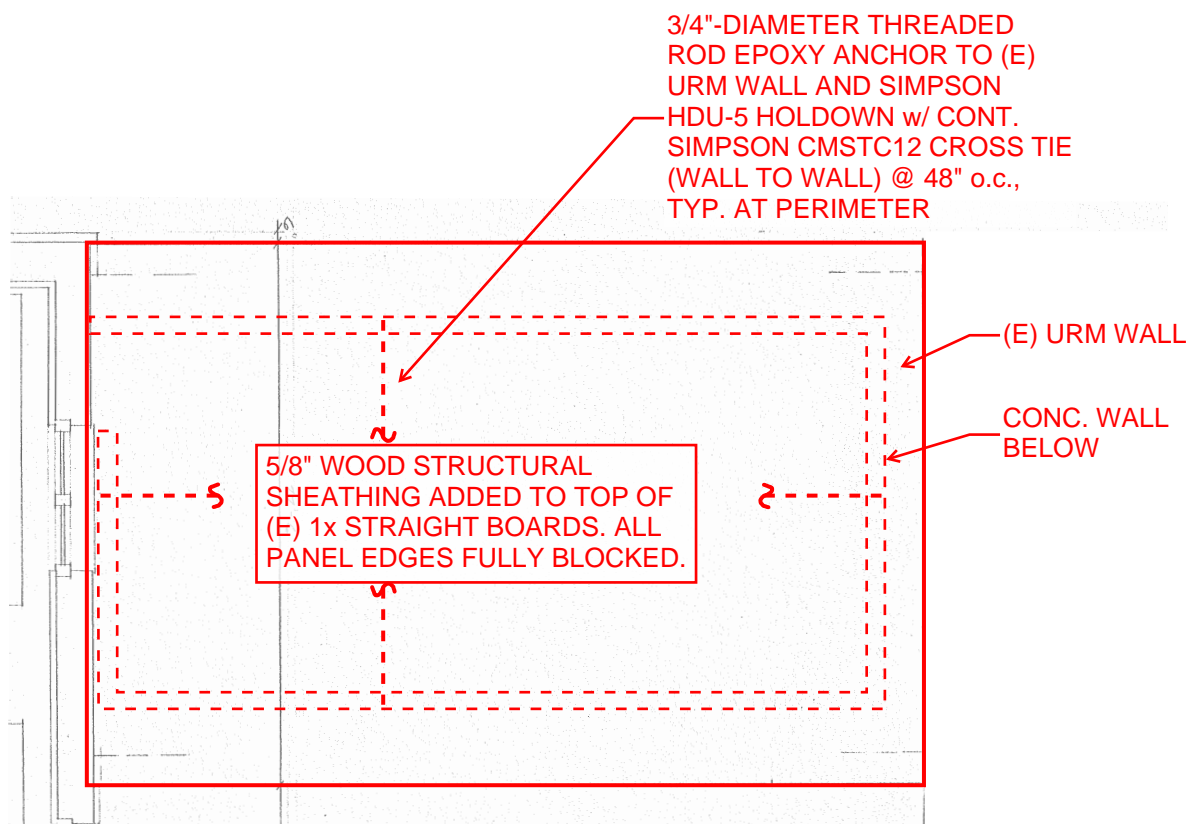
ROOF FRAMING PLAN

SK
04

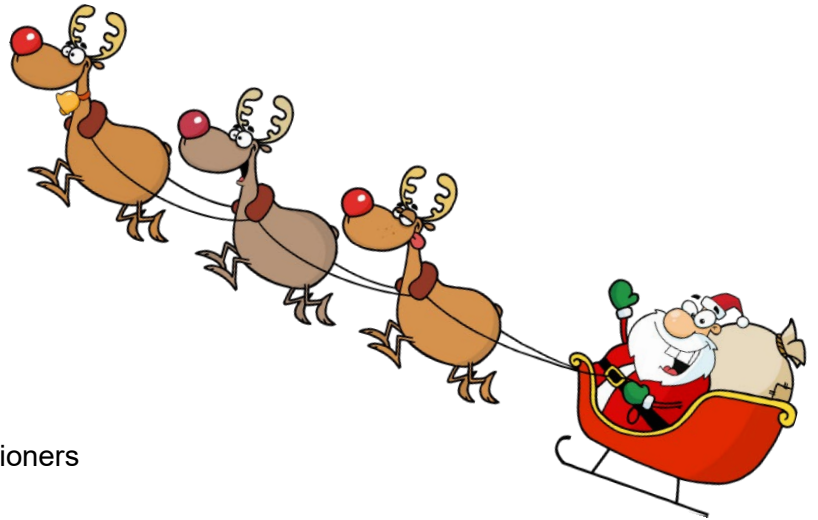
1/8" = 1'-0"



NORTHEAST WING - LEVEL 1



NORTHEAST WING - ROOF (AT LEVEL 2)



MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: December 8, 2021
RE: Monthly Planning Update

Planning Commission Update

Planning Commission did not have a meeting in November. December will be the last meeting for long time Commissioner Miff Devin, who is stepping down after serving since 2013. Commissioner Devin provided technical and process expertise to the land use program both also as the chair of the Lower Umatilla Basin Groundwater Management Committee. Thank you, Mr. Devin, for your dedicated service to Morrow County.

Current Planning Activity November 2021:

- Zoning Permits – 13
- Land Use Compatibility Reviews – 1
- Variance - 1
- Rural Addresses – 2
- Conditional Use Request – 1
- Agriculture Building Permit Exemption – 2

Long Range Planning

Columbia River Heritage Trail

Irrigon High School student intern Anthony Standley is continuing his work on the trail marker and signage inventory.

Energy Projects

Status of renewable energy projects in Morrow County can be found here:

<https://www.co.morrow.or.us/planning/page/renewable-energy-1>

Code Enforcement

Recruitment for the Compliance Planner position is active and will remain open until filled.

Grants Round Up:

NEW:

County was awarded a Technical Assistance Grant from the Department of Land Conservation & Development (DLCD). The grant will be used to hire a consultant and work with the Cities of Ione, Lexington and Heppner to develop an Economic Opportunity Analysis (EOA). Among other outcomes will be an inventory of commercial and industrial lands and an economic assessment for future development potential for each city.

Ongoing Grant Projects

Housing Planning Implementation Grant

Planning Director attended City Council meetings and worked with city staff of Ione, Lexington and Heppner worked together to finalize a Scope of Work for this housing grant from the Department of Land Conservation and Development (DLCD). The Scope is now under review by the State. Public involvement meetings should begin in January. Anyone interested in the topic of housing in the Cities of Ione, Lexington and Heppner are encouraged to contact the County Planning Department.

Economic Development Assistance Grants – Coal Communities

Staff continues to provide capacity to support grant writing for Federal Economic Development Association (EDA) grants. In addition to the regional grant mentioned last month, a grant writer has been retained to work on grants for flood mitigation work at the Port of Morrow's Kinzua Mill Site as well as infrastructure in Heppner and Ione.

HOUSING: Staff are participating in several other housing efforts:

- Eastern Oregon University Revitalization and Economic Vitality (REV) Centers Regional Workforce Housing Initiative.
- Regional Housing Needs Assessment (RHNA) a state advisory committee evaluating housing and a report for the Oregon Legislature pursuant to HB 2001 and 2003.
- ROCKit! a countywide capacity building effort co-chaired by Commissioners Don Russell and Melissa Lindsay provided important information about critical barriers for housing. The collaborative effort was recently paused and county will be working on a forum to better understand constraints of financing and recruiting developers.

Building Inspection Program

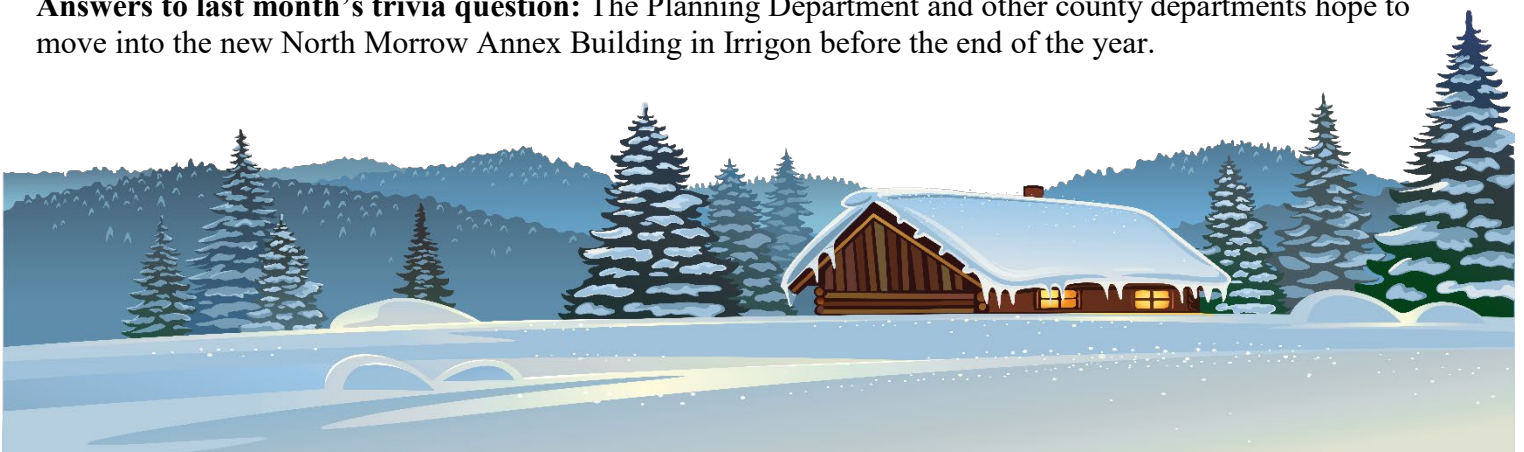
Board of Commissioners approved a new Intergovernmental Agreement (IGA) with City of Boardman to continue to provide Building Official and Building Inspection Services for Morrow County.

OTHER PROJECTS:

- Staff continue to package up everything in the Department to prepare for the move to the new building.
- Planning Director attended the annual Association of Oregon Counties Annual Conference in Eugene which was a valuable educational and networking event.
- Planning Director was appointed to the Rule Advisory Committee (RAC) for Oregon Water Resources Department Rulemaking for Critical Groundwater Areas.
- Research all planning documents relative to the Umatilla Army Depot.
- Researching and developing an inventory of Ordinances adopted since County Comprehensive Plan was acknowledged.

Planning Trivia Question of the Month: How many conditional uses are allowed in the Exclusive Farm Use Zone?

Answers to last month's trivia question: The Planning Department and other county departments hope to move into the new North Morrow Annex Building in Irrigon before the end of the year.



6b



TREASURER

Jaylene Papineau

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: jpapineau@co.morrow.or.us

Date Prepared: November 30, 2021

BOC Agenda Date: December 8, 2021

Subject: Monthly Treasurer Report-October 2021

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

Earning Yield and Interest Rates:

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>
LGIP	0.55%	0.49%	.06%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

- *For the latest interest rate news of the LGIP visit the website at:*
<https://www.oregon.gov/treasury/public-financial-services/oregon-short-term-funds/pages/default.aspx>

Outstanding checks: Total as of October 31st, 2021 is \$592,382.27

October Total Interest: Interest (less fees) was \$10,591.50

October Turnover: Total distributed to Taxing Districts was \$4,341,185.52

Transfer Requests: I received one Taxing District transfer of funds requests in October

DOR Quarterly Report: CAFFA Payment was made to DOR in the amount of \$88,575.77

The statement for the LGIP and the Pooled Cash Report are included.

- Please see the information I have added to my page of the County's website

Please let me know if you have any questions.

Jaylene Papineau
Morrow County Treasurer
541-676-5630
PO Box 37
Heppner, OR 97836

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: OCTOBER 31ST, 2021

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	8,485,949.99	855,224.42	9,341,174.41
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,266.69 (	1,837.78)	15,428.91
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	337,690.90 (	68,241.51)	269,449.39
202-100-1-10-1500		ROAD FC W/TREASURER	1,825,330.31 (	1,022,865.56)	802,464.75
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	1,543,973.57	38,700.11	1,582,673.68
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	84,376.87	436,742.26	521,119.13
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	37,248.96 (	203.46)	37,045.50
207-100-1-10-1500		911 FC W/TREASURER	445,163.02	115,556.96	560,719.98
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	264,552.68	2,141.82	266,694.50
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,452,354.76 (	1,073,647.72)	378,707.04
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	181,114.16 (	176,749.79)	4,364.37
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	14,453.04 (	13,963.74)	489.30
214-100-1-10-1500		FAIR FC W/TREASURER	243,437.40	1,277.92	244,715.32
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	66,800.29	29.76	66,830.05
216-100-1-10-1500		STF FC W/TREASURER	619,845.29	78,317.59	698,162.88
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	38,800.90	17.29	38,818.19
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	21,433.01 (	118.09)	21,314.92
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	19,991.96 (	5,911.43)	14,080.53
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	25,535.79 (	8,085.29)	17,450.50
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	46,020.81	20.50	46,041.31
223-100-1-10-1500		CAMI GRANT FC W/TREAS	49,601.32 (	586.31)	49,015.01
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	20,818.28	9.28	20,827.56
225-100-1-10-1500		STF VEHICLE FC W/TREAS	117,801.55	52.49	117,854.04
226-100-1-10-1500		FAIR ROOF FC W/TREAS	24,936.72	11.11	24,947.83
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	2,295,736.68 (	493,062.43)	1,802,674.25
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	21,750.26 (	1,333.72)	20,416.54
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	25,859.93	11.52	25,871.45
230-100-1-10-1500		RODEO FC W/TREAS	0.00	0.00	0.00
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	65,458.66 (	568.39)	64,890.27
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	21,840.49	228.28	22,068.77
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,693.38	13.23	29,706.61
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	21,230.17	9.46	21,239.63
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	1,140,732.20	48,264.71	1,188,996.91
238-100-1-10-1500		PARK FC W/TREAS	256,435.26	310,438.89	566,874.15
240-100-1-10-1500		EQUITY FC W/TREAS	218,260.13	97.24	218,357.37
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	1,100,966.81	44.99	1,101,011.80
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	874.81	0.39	875.20
245-100-1-10-1500		WPF FC W/TREASURER	257.73	0.00	257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	81,936.62	36.51	81,973.13
322-100-1-10-1500		COURT SECURITY FC W/TREAS	83,257.52	1,008.09	84,265.61
500-100-1-10-1500		ECHO WINDS FC W/TREAS	17,737.81	7.90	17,745.71
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	11,394.02	5.08	11,399.10
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	160,748.08 (	19,675.72)	141,072.36
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00
510-100-1-10-1500		P & P FC W/TREAS	314,595.90 (	44,257.62)	270,338.28
514-100-1-10-1500		IONE SD B & I FC W/TREAS	2,281.13	98,291.18	100,572.31

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: OCTOBER 31ST, 2021

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN	URB REN FC W/TREAS	76.74	12,650.62	12,727.36
516-100-1-10-1500	RADIO DIST	FC W/TREAS	6,122.21	63,600.59	69,722.80
519-100-1-10-1500	WEST BOARDMN	URA FC W/TREAS	66.47	12,641.37	12,707.84
521-100-1-10-1500	PGE CARTY	FC W/TREAS	52,038.40	23.19	52,061.59
522-100-1-10-1500	SHERIFF RES FUND	/TREAS	14,727.37	6.56	14,733.93
523-100-1-10-1500	WHEATRIDGE WIND	FC W/TREAS	0.00	0.00	0.00
540-100-1-10-1500	RESILIENCY FUND	W/TREAS	1,222,787.50	37,000.00	1,185,787.50
617-100-1-10-1500	MO CO HEALTH DIST	FC W/TREAS	39,220.63	340,438.51	379,659.14
618-100-1-10-1500	IRRIGON SEWER	FC W/TREAS	0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION	FC W/TREAS	0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT	FC W/TREAS	0.00	0.00	0.00
621-100-1-10-1500	CITY OF BOARDMAN	B & I FC W/TR	463.39	176,016.65	176,480.04
622-100-1-10-1500	CITY OF HEPPNER	B & I FC W/TRE	0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON	B & I FC W/TRE	239.54	29,540.66	29,780.20
624-100-1-10-1500	CITY OF LEXINGTON	B & I FC W/T	18,044.93	2,015.40	20,060.33
625-100-1-10-1500	BOARDMAN PARK & REC	B & I	0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE	OMBUDSMAN	6.15	820.71	826.86
628-100-1-10-1500	WILLOW CREEK PARK	B & I FC W/T	3,628.44	1.62	3,630.06
629-100-1-10-1500	PORT OF MORROW	B & I FC W/TREA	0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW	FC W/TREAS	3,332.39	31,158.84	34,491.23
631-100-1-10-1500	CITY OF BOARDMAN	FC W/TREAS	2,244.78	331,738.88	333,983.66
632-100-1-10-1500	CITY OF HEPPNER	FC W/TREAS	461.23	69,537.67	69,998.90
633-100-1-10-1500	CITY OF IONE	FC W/TREAS	73.76	10,945.58	11,019.34
634-100-1-10-1500	CITY OF IRRIGON	FC W/TREAS	230.64	33,743.15	33,973.79
635-100-1-10-1500	CITY OF LEXINGTON	FC W/TREAS	41.65	6,315.51	6,357.16
636-100-1-10-1500	BOARDMAN F&R	FC W/TREAS	27,705.67	205,795.12	233,500.79
637-100-1-10-1500	BOARDMAN F&R	DIST BOND	0.00	56,937.95	56,937.95
638-100-1-10-1500	HEPPNER RFPD	FC W/TREAS	71.43	11,865.91	11,937.34
639-100-1-10-1500	IRRIGON RFPD	FC W/TREAS	136.09	20,744.41	20,880.50
640-100-1-10-1500	IONE RFPD	FC W/TREAS	721,370.22	24,611.77	745,981.99
641-100-1-10-1500	S GILLIAM RFPD	FC W/TREAS	1.37	19.64	21.01
642-100-1-10-1500	BOARDMAN CEMETERY	FC W/TREAS	34.35	6,822.02	6,856.37
643-100-1-10-1500	HEPPNER CEMETERY	FC W/TREAS	59.71	8,732.21	8,791.92
644-100-1-10-1500	IONE-LEX CEMETERY	FC W/TREAS	518.72	10,368.33	10,887.05
645-100-1-10-1500	IRRIGON CEMETERY	FC W/TREAS	25.47	3,919.16	3,944.63
646-100-1-10-1500	WILLOW CREEK PARK	FC W/TREAS	2,088.24	27,517.20	29,605.44
647-100-1-10-1500	BOARDMAN PARK	FC W/TREAS	362.53	71,961.98	72,324.51
648-100-1-10-1500	IRRIGON PARK	FC W/TREAS	101.27	15,573.93	15,675.20
649-100-1-10-1500	BOARDMAN PK B&I	FC W/TREASURER	885.09	129,484.01	130,369.10
650-100-1-10-1500	MO CO UNIFIED REC	FC W/TREAS	608,257.41	187,266.15	795,523.56
651-100-1-10-1500	HEPPNER WATER CONTROL	FC W/TRE	11.15	1,686.08	1,697.23
652-100-1-10-1500	MO CO SCHOOL DIST	FC W/TREAS	9,024.82	1,490,933.26	1,499,958.08
653-100-1-10-1500	MO CO SCHOOL B & I	FC W/TREAS	212,438.20	2,044.74	214,482.94
654-100-1-10-1500	UMATILLA-MORROW	ESD FC W/TREAS	22,461.60	226,418.43	248,880.03
655-100-1-10-1500	CHAPLAINCY PROG	FC W/TREAS	14.49	0.01	14.50
656-100-1-10-1500	IONE-LEX CEM PERP	FC W/TREAS	0.00	0.00	0.00
657-100-1-10-1500	IONE-LEX CEM EQUIP	FC W/TREAS	0.00	0.00	0.00
658-100-1-10-1500	BMCC	FC W/TREASURER	2,859.25	264,411.78	267,271.03
659-100-1-10-1500	BMCC B & I	FC W/TREASURER	958.76	82,602.73	83,561.49
660-100-1-10-1500	NORTH MO VECTOR	CONT FC W/TREA	9,851.00	79,783.75	89,634.75
662-100-1-10-1500	IONE LIBRARY	DIST FC W/TREAS	403.53	7,959.93	8,363.46

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: OCTOBER 31ST, 2021

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	8,689.92	80,401.30	89,091.22
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	3,112.00	0.00	3,112.00
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	213.51	30,775.14	30,988.65
667-100-1-10-1500		EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500		TAX APPEALS FC W/TREAS	381,798.89	170.11	381,969.00
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,017.41	4.91	11,022.32
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	1,848.14	3,594.84	5,442.98
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	246,896.26 (	246,896.26)	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,161.80	0.52	1,162.32
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	269,746.47	120.18	269,866.65
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	55,551.75 (	50,216.33)	5,335.42
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	22.62	308.34	330.96
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,274,174.17	567.70	1,274,741.87
685-100-1-10-1500		STATE HOUSING FC W/TREAS	32,308.68 (	18,921.06)	13,387.62
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	110,235.85	49.12	110,284.97
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	8,476.87	122,428.83	130,905.70
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	35.83	4,862.83	4,898.66
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	51.43	7,018.69	7,070.12
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	(0.01) (	2,565.82) (	2,565.83)
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	2,266.95	2,266.95
TOTAL CLAIM ON CASH			27,310,491.96	3,011,076.42	30,321,568.38

CASH IN BANK - POOLED CASH

999-100-1-10-1501		AP POOLED BEO	262,463.17	6,595,316.93	6,857,780.10
999-100-1-10-1502		PAYROLL BEO	11,737.32 (	119.73)	11,617.59
999-100-1-10-1503		STATE TREASURY POOL	27,026,310.68 (	3,584,242.01)	23,442,068.67
999-100-1-10-1504		CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505		WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506		UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507		COMMUNITY BANK	100.20	0.00	100.20
999-100-1-10-1508		US BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH			27,300,611.37	3,010,955.19	30,311,566.56

WAGES PAYABLE

999-100-2-60-6001		WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH

27,300,611.37	3,010,955.19	30,311,566.56
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OREGON
STATE
TREASURY

Account Statement - Transaction Summary

For the Month Ending **October 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP		Asset Summary		
Opening Balance	27,026,310.68		October 31, 2021	September 30, 2021
Purchases	461,988.42			
Redemptions	(4,046,175.43)			
<hr/>				
Closing Balance	\$23,442,123.67	Oregon LGIP	23,442,123.67	27,026,310.68
Dividends	10,310.76	Total	\$23,442,123.67	\$27,026,310.68



Account Statement

For the Month Ending **October 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					27,026,310.68
10/01/21	10/01/21	LGIP Fees - ACH Redemption (5 @ \$0.05 - From 4206) - September 2021	1.00	(0.25)	27,026,310.43
10/01/21	10/01/21	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - September 2021	1.00	(0.40)	27,026,310.03
10/04/21	10/04/21	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	6,291.87	27,032,601.90
10/04/21	10/04/21	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	1,223.09	27,033,824.99
10/06/21	10/06/21	Redemption - ACH Redemption	1.00	(800,000.00)	26,233,824.99
10/07/21	10/07/21	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(3,818.01)	26,230,006.98
10/07/21	10/07/21	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(76.74)	26,229,930.24
10/07/21	10/07/21	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(66.47)	26,229,863.77
10/07/21	10/07/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(362.53)	26,229,501.24
10/07/21	10/07/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(885.09)	26,228,616.15
10/07/21	10/07/21	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(25,211.04)	26,203,405.11
10/07/21	10/07/21	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(22,461.60)	26,180,943.51
10/07/21	10/07/21	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(190,138.98)	25,990,804.53
10/07/21	10/07/21	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(2,708.17)	25,988,096.36
10/08/21	10/08/21	Redemption - ACH Redemption	1.00	(500,000.00)	25,488,096.36
10/08/21	10/08/21	Redemption - ACH Redemption	1.00	(6.15)	25,488,090.21
10/12/21	10/12/21	Redemption - ACH Redemption	1.00	(200,000.00)	25,288,090.21
10/13/21	10/13/21	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	674.21	25,288,764.42
10/13/21	10/13/21	Redemption - ACH Redemption	1.00	(800,000.00)	24,488,764.42



Account Statement

For the Month Ending **October 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
10/15/21	10/15/21	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	99,288.10	24,588,052.52
10/19/21	10/19/21	ODOT - ODOT PYMNT	1.00	123,374.96	24,711,427.48
10/20/21	10/20/21	Redemption - ACH Redemption	1.00	(385.00)	24,711,042.48
10/20/21	10/20/21	Redemption - ACH Redemption	1.00	(1,500,000.00)	23,211,042.48
10/21/21	10/21/21	ODOT - ODOT PYMNT	1.00	26,791.74	23,237,834.22
10/27/21	10/27/21	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	4,383.98	23,242,218.20
10/27/21	10/27/21	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	1,935.21	23,244,153.41
10/27/21	10/27/21	SFMS Fr:Military Dept 911 Tax	1.00	143,500.86	23,387,654.27
10/28/21	10/28/21	OR REV CAFFA - CAFFACNTYD	1.00	44,213.64	23,431,867.91
10/28/21	10/28/21	Redemption - ACH Redemption	1.00	(55.00)	23,431,812.91
10/29/21	11/01/21	Accrual Income Div Reinvestment - Distributions	1.00	10,310.76	23,442,123.67



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **October 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					23,442,123.67
		Month of October	Fiscal YTD July-October		
Opening Balance		27,026,310.68	31,847,095.63	Closing Balance	23,442,123.67
Purchases		461,988.42	2,579,123.03	Average Monthly Balance	24,723,677.58
Redemptions		(4,046,175.43)	(10,984,094.99)	Monthly Distribution Yield	0.49%
<hr/>					
Closing Balance		23,442,123.67	23,442,123.67		
Dividends		10,310.76	50,247.74		



200 City Center Circle
P.O. Box 229
Boardman, OR 97818
Phone: (541) 481-9252
Fax: (541) 481-3244
TTY Relay 711
www.cityofboardman.com

PUBLIC NOTICE
THE CITY of BOARDMAN WILL MAKE A TYPE II
ADMINISTRATIVE LAND USE DECISION
Wednesday, December 22, 2021

The purpose of this notice concerns: #ZP 21-066 Umatilla Electric Coop

Consideration of a Request for Zoning Approval for an easement for Umatilla Electric Co-op 230 kV transmission line in the Service Center Zone, Chapter 2.2 of the Development Code. Tax lots, #3205 and #3302, of Morrow County Tax Map 4N 25E 10, are the lots associated with this request to site the transmission line.

This decision will be consistent with 4.1.400 – Type II Procedure (Administrative) of the Boardman Development Code (BDC) Chapter 4.1. You are receiving this notice because you are a property owner within 250 feet of the properties involved or have expressed interest in the project.

The Staff Report for this decision will be available, end of day, on December 15, 2021. The citizens of Boardman are invited to make comment in writing, orally at city hall, or electronically to beyelerb@cityofboardman.com.

(S) Barry C. Beyeler
Community Development Dir.

POSTED: December 2, 2021
PUBLISHED: December 2, 2021

December 3, 2021

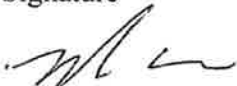
To Whom It May Concern:

This is a request for Morrow County Public Works to address the gravel roads in all of the West Glen area in the outskirts of Boardman, OR.

Thank you,

Carlos James - 70043 Olive Lane Boardman OR..
Signature


Ruben Castillo 70037 Ridgecrest Ln. Boardman OR
Signature

 Maria Elena Andrade
7545 Hilltop Drive
Signature

Javier Martinez 78525 Hilltop Drive
Signature

Elvia Jaime 78544 Hilltop Drive
Signature

 (Benito Sanchez) 78567 Hilltop Dr.
Signature

 70052 Villegas Ln
Signature

Irvin Manjarrez 78568 Hilltop Dr
Signature

Carlos G Low 70032 Olive Lane
Signature

Jaime Pacheco 70017 - Olive Lane
Signature

Oregon *by the* Numbers

Key measures for
Oregon and its counties



2021
EDITION



Oregon State University
Extension Service

Download the updated report at [TFFF.org/obtn](https://tfff.org/obtn)

Oregon *by the* Numbers 2021

As Oregonians face new problems to solve, decision makers across our state find themselves needing not only high-quality data, but new kinds of data. Oregon by the Numbers 2021 provides updated data for each of Oregon's 36 counties along with innovative data highlights and in-depth explanation of each indicator of community well-being.



Join us in helping all of Oregon see all of Oregon.

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Commissioners
Morrow County
PO Box 788
Heppner OR 97836-0788

