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ADMINISTRATIVE SERVICES DIVISION
Office of Contracts and Procurement



John A. Kitzhaber, MD, Governor

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**SIXTH AMENDMENT TO
DEVELOPMENTAL DISABILITY SERVICES
2011-2013 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF COMMUNITY DEVELOPMENTAL DISABILITY
SERVICES AGREEMENT #134297**

This Sixth Amendment to Department of Human Services 2011-2013 Intergovernmental Agreement for the Financing of Community Developmental Disability Services dated as of July 1, 2011 (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 Department of Human Services ("DHS") and **Yamhill County** ("County").

RECITALS

WHEREAS, DHS and County extended the Agreement to June 30, 2015 to allow time for the new 2015 - 2017 Agreement to be negotiated.

WHEREAS, DHS and County wish to amend and restate in their entirety the following: Exhibit A, "Definitions"; Exhibit B, Part 1, "Financials Terms and Conditions"; Exhibit C, "Special Terms and Conditions"; and Exhibit F, "Required Federal Terms and Conditions".

WHEREAS, DHS and County wish to modify Exhibit B, Part 2 "Service Element Standards and Procedures" to amend DD 02, DD 48, and DD 55 previously incorporated into the Agreement and to amend the Agreement to incorporate DD 49, DD 150 and DD 151 into the Agreement.

WHEREAS, DHS and County wish to modify Exhibit D "General Terms and Conditions" to revise Section 1. c. (3) "Recovery of Misexpenditure", subsection (b) ii. D. ii; Section 4. "Appointment of County Financial Assistance Administrator"; and Section 5, "eXPRS Access".

WHEREAS, DHS and County wish to modify Exhibit E, "Standard Terms and Conditions" to revise Section 4. "Representations and Warranties"; Section 5, "Ownership of Intellectual Property"; Section 8. "Termination"; Section 11. "Records Maintenance, Access and Confidentiality"; to add a new Section 12. "Information Privacy/Security Access"; to renumber

B.O. 14-444

and revise Section 18. "Notice"; Section 20. "Counterparts"; Section 24. "Purchase and Disposition of Equipment" and add a new Section 25. "Indemnification by Subcontractors".

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

AGREEMENT

1. **EXHIBIT A, "DEFINITIONS"**, is hereby amended to read in its entirety as set forth in **EXHIBIT A, "DEFINITIONS"** attached hereto and incorporated herein by this reference.
2. **EXHIBIT B, PART 1, "FINANCIAL TERMS AND CONDITIONS"**, is hereby amended to read in its entirety as set forth in **EXHIBIT B, PART 1, "FINANCIAL TERMS AND CONDITIONS"** attached hereto and incorporated herein by this reference.
3. **EXHIBIT B, PART 2, "SERVICE ELEMENT STANDARDS AND PROCEDURES"**, is hereby amended to read in its entirety as set forth in DD 02, DD 48, and DD 55, and amended to add DD 49, DD 150, and DD 151 attached hereto and incorporated herein by this reference.
4. **EXHIBIT C, "SPECIAL TERMS AND CONDITIONS"**, is hereby amended to read in its entirety as set forth in **EXHIBIT C, "SPECIAL TERMS AND CONDITIONS"** attached hereto and incorporated herein by this reference.
5. **EXHIBIT D, "GENERAL TERMS AND CONDITIONS", Section 1. "Disbursement and Recovery of Financial Assistance"**, subsection c. (3) **"Recovery of Misexpenditure."**, paragraph (b) ii. D. ii. is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - D. Notwithstanding Section 1c.(3), if the Misexpenditure was expressly authorized by a DHS rule or a DHS 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 DHS, provided that:
 - (i) Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and DHS 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, a DHS writing must interpret this Agreement or a DHS rule and be signed by the Director of DHS or by one of the following DHS officers

concerning Services in the category where the officers are listed:

Developmental Disability Services:

~~Assistant Director for Seniors and People with Disabilities; Deputy Assistant Director for Seniors and People with Disabilities; Office Administrators for the Assistant or Deputy Assistant Director for Seniors and People with Disabilities.~~ **Assistant Director of the Office of Developmental Disability Services; Executive Assistant to the Administrator or Deputy Administrator of the Office of Developmental Disability Services.**

DHS shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon County request, DHS shall notify County of the names of individual officers with the above titles. DHS shall send DHS writings described in this paragraph to County by mail and e-mail, and to CMHP directors by email.

6. **EXHIBIT D, "GENERAL TERMS AND CONDITIONS", Section 4. "Appointment of County Financial Assistance Administrator",** is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

4. **Appointment of County Financial Assistance Administrator. The County employee, identified by County via e-mail to State, the "CFAA,"** ~~County shall, by a duly adopted order or resolution of the County Board of Commissioners or County Court ("Authorizing Resolution"), appoint a County officer to administer this Agreement ("County Financial Assistance Administrator"). The Authorizing Resolution shall is authorized (a) the County Financial Assistance Administrator to amend the Service Element Prior Authorization, on behalf of County, by execution and delivery of amendments to this Agreement in the name of County in hard copy, electronically, or, with respect to the Service Element Prior Authorization only, through electronic acceptance of SEPA Adjustments in eXPRS. The Authorizing Resolution shall also authorize the County Financial Assistance Administrator (b) to enable, on behalf of County, the disbursement of financial assistance under this Agreement that is described in the Service Element Prior Authorization, through submission and modification of CPAs and PPAs, either electronically through eXPRS or by submission of hard copy documents to DHS, and to authorize Providers, through submission of PPAs, to submit Disbursement Claims on behalf of County, either electronically through eXPRS or by submission of hard copy documents to DHS. , and (c) The Authorizing~~

~~Resolution may authorize the County Financial Assistance Administrator to authorize others, **including but not limited to subcontractors**, to take one or more of the foregoing actions on behalf of County **except for authorizing amendments and SEPA's**. Unless the Authorizing Resolution clearly vests such authority in the County Financial Assistance Administrator, DHS will not treat the County Financial Assistance Administrator as authorized to amend, on behalf of County, any part of this Agreement other than the Service Element Prior Authorization, absent further authorization from the County Board of Commissioners or County Court. County shall furnish DHS with a copy of the Authorizing Resolution upon request by DHS.~~

7. **EXHIBIT D, "GENERAL TERMS AND CONDITIONS", Section 5. "eXPRS Access"**, is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

5. **eXPRS Access.**

- a. **Effect of Failure to Satisfy Conditions for Access to eXPRS.** If County fails to satisfy the conditions for access to eXPRS as described in this Section, County will not be able to view information in eXPRS electronically and will be required to receive, execute and deliver all SEPA Adjustments, receive, submit, and modify all PPAs, ~~and CPAs~~, **and Plans of Care**, and submit all Disbursement Claims, in hard copy form. If a Provider fails to satisfy the conditions for access to eXPRS as described in this Section, the Provider will not be able to view information in eXPRS electronically and will be required to submit CPAs, **Plans of Care**, and Disbursement Claims, to the extent the Provider is authorized to submit CPAs **and Plans of Care**, and **Providers are authorized to submit Disbursement Claims**, to DHS in hard copy form.
- b. **Designation of Direct Contract Chief Security Officer.** DHS will enable an individual or individuals designated by the County Financial Assistance Administrator to access eXPRS after the County Financial Assistance Administrator designates to DHS in writing on a form provided by DHS the name of the individual or individuals County has authorized to perform the duties of the security role currently titled Direct Contract Chief Security Officer (DCCSO) or as such role may be renamed by DHS. The individual designated as the DCCSO is responsible to ensure that the County is in compliance with OAR 125-800-0005 through 0020 and DHS's security policies DHS-090-001, 090-002, 090-003, 090-004, 090-005, and 090-009. The DCCSO shall assign, maintain and, if necessary, revoke all eXPRS user account securities in eXPRS for County staff, **County Subcontractors** and Providers as needed. If the ~~Authorizing Resolution does not authorize the County Financial Assistance Administrator~~ **does not designate another County employee as the DCCSO** ~~to delegate his or her authority under the Authorizing Resolution,~~ the County Financial Assistance Administrator ~~may only~~ **will be designated** himself or herself as the DCCSO and act as the DCCSO on behalf of the County. Promptly after receipt of the foregoing notice, DHS

will send the DCCSO a userid for accessing eXPRS. If County wishes to designate a substitute DCCSO, the County Financial Assistance Administrator may do so by subsequent written notice to DHS. DHS will act upon all subsequent notices in the same manner as the initial notice.

(1) After receipt of the userid, the DCCSO may log on to eXPRS and assign the necessary roles to County staff and Providers to view the SEPA and SEPA Adjustments made available by DHS for County acceptance in eXPRS and, through use of the SEPA Pass Phrase created in eXPRS by the County staff or Provider, accept those SEPA Adjustments, in accordance with the terms and conditions of this Agreement, on behalf of County. Use of the SEPA Pass Phrase to accept electronically a SEPA Adjustment will be deemed for all purposes to constitute a County "signature" on the SEPA Adjustment and will have the same effect as a County signature on a hard copy SEPA Adjustment. A SEPA Adjustment is accomplished as described in section 6. of Exhibit D.

(2) After receipt of the userid a DCCSO may log on to eXPRS and authorize individuals to view the SEPA, the CPAs, Plans of Care, the PPAs and the Disbursement Claims previously submitted on behalf of County, modify CPAs, Plans of Care, PPAs and Disbursement Claims, and submit new CPAs, Plans of Care, PPAs and Disbursement Claims, by creating additional userids or modifying the authority of userids previously created. Only individuals approved in writing by the DCCSO on a form provided by or approved by DHS may be granted access to eXPRS by the DCCSO. Through use of userids created by the DCCSO, the user will be able to view the SEPA, the CPAs, the Plans of Care, the PPAs and the Disbursement Claims previously submitted on behalf of County, modify CPAs, Plans of Care, PPAs and Disbursement Claims, and submit new CPAs, Plans of Care, PPAs and Disbursement Claims to the extent authorized by the DCCSO. Use of a userid created by the DCCSO to logon to eXPRS and submit or modify a CPA, Plan of Care, PPA or Disbursement Claim shall, for purposes of this Agreement, be considered an authorized County action in the administration of this Agreement.

- c. **Protection of userids, passwords and SEPA Pass Phrases.** The DCCSO is solely responsible for protecting the confidentiality of and regulating the use of eXPRS userids and passwords furnished to or created by the DCCSO in accordance with the terms and conditions of this Agreement. County shall keep all eXPRS userids, passwords and SEPA Pass Phrases secure by taking security measures to prevent unauthorized access to, or disclosure, loss, compromise, or use of, the eXPRS userids, passwords, and SEPA Pass Phrase. The security measures must be equivalent to or stricter than the security measures adopted by DHS in Policy Number DHS-090-002, ~~version 1.0, Effective November 1, 2003, as it may be revised from time to time.~~

d. **Revocation of userids and SEPA Pass Phrase.** Revocation of an eXPRS userid will disable access to eXPRS through use of that userid. Revocation of a SEPA Pass Phrase will disable the use of that SEPA Pass Phrase to accept SEPA Adjustments on behalf of County. The revocation of a userid or a SEPA Pass Phrase does not alter the rights and duties of DHS and County under this Agreement with respect to SEPA Adjustments accepted through use of the SEPA Pass Phrase prior to revocation of the SEPA Pass Phrase, or with respect to any Agreement administration actions taken through use of the userid, including but not limited to the creation of additional userids by the DCCSO or the submission of CPAs, **Plans of Care**, PPAs and Disbursement Claims, prior to revocation of the userid. All userids and SEPA Pass Phrases are subject to revocation as follows:

- (1) DHS may temporarily revoke a userid or SEPA Pass Phrase if DHS determines that revocation is reasonably necessary for technical or security reasons. If DHS revokes a SEPA Pass Phrase under this Section, DHS will promptly thereafter request a new SEPA Pass Phrase from the DCCSO whose SEPA Pass Phrase was revoked, to reestablish that the DCCSO's ability to perform the duties of the DCCSO.
- (2) DHS may revoke a userid or SEPA Pass Phrase if **DHS** determines that (a) the userid or SEPA Pass Phrase was not properly issued or created or was obtained by fraud, (b) the userid or SEPA Pass Phrase has or may have been lost or its security otherwise compromised, (c) **the County has revoked or modified the authorizations of the County Financial Assistance Administrator or the Direct Contract Chief Security Officer in such a way that the authorizations originally conferred by the County have been changed in a material way, or the Authorizing Resolution has been revoked or modified in such a way that the authorizations originally conferred by the Authorizing Resolution have been changed in a material way,** or (d) County is in default under this Agreement. If DHS revokes a userid or SEPA Pass Phrase under this Section, DHS will notify County promptly thereafter.
- (3) DHS may, without notice to County, revoke all userids and SEPA Pass Phrases upon termination or expiration of this Agreement.
- (4) DHS will revoke a userid or SEPA Pass Phrase upon the written request of the County Financial Assistance Administrator or other individual that DHS reasonably believes is authorized to request revocation on behalf of County. County shall immediately request revocation of a userid or SEPA Pass Phrase if County suspects or discovers that the userid or SEPA Pass Phrase has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use. DHS shall revoke the userid or SEPA Pass

Phrase ~~as soon as reasonably practical~~ **promptly** after receipt of County's request.

- (5) DHS may, decide to modify the requirements for electronic access to eXPRS, the method by which it implements SEPA Pass Phrases, or both. If DHS ~~decides to modify~~ **modifies** the eXPRS access requirements or SEPA Pass Phrase method, ~~it~~ **DHS** shall, prior to implementing the new requirements or method, offer to amend this Agreement to reflect the new requirements or method. If County declines to ~~the amend~~ **amendment** the Agreement to reflect the new eXPRS access requirements or SEPA Pass Phrase method, DHS may, by and effective upon written notice to County, revoke the userids or SEPA Pass Phrases, or both, of the DCCSO and the userids or SEPA Pass Phrases assigned by the DCCSO, through which County or Subcontractor accesses eXPRS or accepts SEPA Adjustments or, by and effective upon written notice to a Subcontractor, revoke the userids through which that Subcontractor accesses eXPRS. After revocation of County's eXPRS userids under this Section, County will not be able to view information in eXPRS electronically and will be required to receive, execute and deliver all SEPA Adjustments, and receive, submit, and modify all PPAs, CPAs, **Plans of Care** and Disbursement Claims, in hard copy form. After revocation of County's SEPA Pass Phrases under this Section, County will be required to receive, execute and deliver all SEPA Adjustments in hard copy form. After revocation of a Subcontractor's eXPRS userids under this Section, the ~~Provider~~ **Subcontractor** will not be able to view information in eXPRS electronically and will be required to submit all CPAs **and Plans of Care** and Disbursement Claims, to the extent ~~Provider~~ **Subcontractor** is authorized to submit CPAs, **Plans of Care**, or **Provider is authorized to submit** Disbursement Claims, to DHS in hard copy form.

~~e. **DHS as Business Associate.** If County is or, during the term of this Agreement, becomes a Covered Entity, as that phrase is defined in 45 CFR 164.501, with respect to any Service, then County shall promptly notify DHS in writing of its status as a Covered Entity and County and DHS shall comply with the provisions of OAR 125, Division 55 as if County were "Agency" and DHS were "Business Associate" under those rules.~~

8. **EXHIBIT E, "STANDARD TERMS AND CONDITIONS", Section 4. "Representations and Warranties"**, is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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 and (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 Work 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 Work, 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 Service Element Standards and Procedures.

b. DHS represents and warrants as follows:

- (1) **Organization and Authority.** DHS 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 DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (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 DHS is a party or by which DHS 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 DHS of this Agreement, other than approval by Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, 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) **DHS has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in DHS' industry, trade or profession; and**
- (5) **DHS shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.**

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

9. **EXHIBIT E, "STANDARD TERMS AND CONDITIONS", Section 5. "Ownership of Intellectual Property"**, is hereby amended to add a new subsection c. as follows: new language is **underlined and bold**.

c. County shall include, in its Subcontractor and Provider contracts, terms and conditions necessary to require that Subcontractors and Providers execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

10. **EXHIBIT E, "STANDARD TERMS AND CONDITIONS", Section 8. "Termination"**, subsection b. (5), is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County **or Subcontractor** to deliver a Service described in the Service Element Prior Authorization is for any reason denied, revoked, suspended, not renewed or changed in such a way that County **or Subcontractor** 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.
11. **EXHIBIT E, "STANDARD TERMS AND CONDITIONS", Section 10. "Limitations of Liabilities"**, is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- 10. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS. **FOR THE TIME PERIOD BETWEEN THIS AMENDMENT NO. 6'S EFFECTIVE DATE AND 90 DAYS AFTER IMPLEMENTATION OF PLAN OF CARE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR UNINTENTIONAL ERRORS IN AN INITIAL ENTRY INTO A PLAN OF CARE OR FOR ANY ERRORS CAUSED BY eXPRS RELATED TO A PLAN OF CARE. THIS LIMITATION OF LIABILITY IS PROVIDED TO THE EXTENT ANY RESULTING CONTINGENT REPAYMENT LIABILITY IS PERMITTED BY ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300.**
12. **EXHIBIT E, "STANDARD TERMS AND CONDITIONS", Section 11. "Records Maintenance, Access and Confidentiality"** subsection d., is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- 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 Element Standards and Procedures precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Element Standards and Procedures. The Client record shall contain:
- i. Client identification;
 - ii. **Assessments with problems;**
 - iii. Treatment, training and/or care plan;
 - iv. **Medical information when appropriate; and**

- iv. Progress notes including Service termination summary and current assessment or evaluation instrument as designated by DHS in administrative rules.

County shall retain Client records in accordance with OAR 166-005-000 through 166-150-0215 (State Archivist). Unless OAR ~~166-005-0000~~ **166-005-0005** through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of ~~seven~~ **six** years from termination or expiration of this Agreement.

13. EXHIBIT E, "STANDARD TERMS AND CONDITIONS", is hereby amended to add a new Section 12. "Information Privacy/Security Access" as follows: new language is **underlined and bold**. The remaining Sections 13 through 25 are renumbered.

12. Information Privacy/Security/Access. If the Work performed under this Agreement requires County or its Subcontractor to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its Subcontractor access to such DHS Information Assets or Network and Information Systems, County shall comply and require all Subcontractors to which such access has been granted to comply with OAR 943-014-0000 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.

14. EXHIBIT E, "STANDARD TERMS AND CONDITIONS", renumbered Section 18. "Notice", is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

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 DHS 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 (5) 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 DHS **the other party**, any notice transmitted by facsimile must be confirmed by telephone notice to ~~Office of Contracts and Procurement (503) 945-5818~~ **the other party at the number listed below**. ~~To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's _____.~~ Any communication or notice given by personal delivery shall be effective when actually delivered **to the addressee**.

Notices to DHS: ~~April D. Barrett~~ **Lesley G. Erickson** or delegate
Office of Contracts & Procurement

250 Winter Street NE, Room 305 ~~306~~
Salem, OR 97301

Notices to County:

ADDITIONAL BLANK LINES WERE INTENTIONALLY DELETED.

15. **EXHIBIT E, "STANDARD TERMS AND CONDITIONS", renumbered Section 20. "Counterparts", is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.**
- 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.
16. **EXHIBIT E, "STANDARD TERMS AND CONDITIONS", renumbered Section 24. "Purchase and Disposition of Equipment", subsection a. is hereby amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.**
- 24. 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:
- Network
Personal Computer
Printer/Plotter
Server
- Storage devices that will contain Client information. Storage devices that will not contain Client information, when the acquisition cost is \$100.00 or more.
- Software when the acquisition cost is \$100.00 or more.
17. **EXHIBIT E, "STANDARD TERMS AND CONDITIONS", is hereby amended to add a new Section 25. "Indemnification by Subcontractors" as follows: new language is underlined and bold.**
- 25. Indemnification by Subcontractor. County shall take all reasonable steps to cause its Subcontractors 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 ("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 County's Subcontractor 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.

- 18. EXHIBIT F, "REQUIRED FEDERAL TERMS AND CONDITIONS" is hereby amended to read in its entirety as set forth in EXHIBIT F, "REQUIRED FEDERAL TERMS AND CONDITIONS" attached hereto and incorporated herein by this reference.
- 19. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 20. County represents and warrants to DHS that the representations and warranties of County set forth in section 4 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 21. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 22. 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.

Yamhill County

By:

Allen Springer Chair, Board of Commissioners
 Authorized Signature Title Date

State of Oregon acting by and through its Department of Human Services

By:

Patricia Boyd COO 8/7/14
 Authorized Signature Title Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Assistant Attorney General via email 7/2/2014
 Authorized Signature Title Date

Document date: 7/17/14
 Agreement #134297

07/21/14
 AUG 08 2014

Approved As To Form Date
 by Christian Boensch 7-31-14
 Christian Boensch
 County Counsel
 All County
 Approved by Yamhill County Board of Commissioners on 7-31-14 by Board # 117-446



ADMINISTRATIVE SERVICES DIVISION
Office of Contracts and Procurement



John A. Kitzhaber, MD, Governor

250 Winter St NE, Room 306
Salem, OR 97301
Voice: (503) 945-5818
FAX: (503) 378-4324

DOCUMENT RETURN STATEMENT

Re: Amendment #6 to Agreement #134297 hereinafter referred to as "Document."

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

Important: If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Noemi Arismendez at (503) 945-6841.

I Allen Springer, Chair, Board of Commissioners,
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through its Department of Human Services, and **Yamhill County**, by e-mail from Geneva Degner on July 18, 2014.

On 7-31-14, I signed the electronically transmitted Document without
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

Allen Springer
(Authorizing Signature)

7-31-14
(Date)

Accepted by Yamhill County
Board of Commissioners on
7-31-14 by Board Order
14-446

**2011-2013 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY
DEVELOPMENTAL DISABILITY 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 Element Standards and Procedures, and special conditions in the Service Element Prior Authorization. When a word or phrase is defined in a particular Service Element Standards and Procedures, or special condition in the Service Element Prior Authorization, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Element Standards and Procedures, or special condition in which it is defined.

1. **“Agreement Settlement”** or **“Settlement”** means DHS’s final reconciliation, after termination or expiration of this Agreement, of amounts DHS actually disbursed to County from the Service Element Prior Authorization with amounts that DHS is obligated to pay in accordance with the financial assistance calculation methodologies set forth in the Service Element Standards and Procedures. DHS reconciles disbursements and payments on an individual service basis as set forth in the Service Element Standards and Procedures, and in accordance with Exhibit D, Section 1, Disbursement and Recovery of Financial Assistance.
2. **“Allowable Costs”** means the costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Element Standards and Procedures, or special conditions identified in the Service Element Prior Authorization (SEPA).
3. **“Case Management”** means an organized service to assist individuals to select, obtain and utilize resources and services.
4. **“Choice”** has the meaning as set forth in OAR 411-320-0020.
5. **“Choice Advising”** has the meaning as set forth in OAR 411-320-0020.
6. **“Claim”** has the meaning set forth in the Provider Enrollment and Service Claiming, OAR 411-370.
7. **“Client Process Monitoring System”** or **“CPMS”** means DHS’s information system that tracks and documents service delivery or any successor system designated by DHS.
8. **“Client Prior Authorization”** or **“CPA”** means an authorization for a specific Recipient to receive a particular Service, by an identified Provider at a rate approved by DHS. The CPA is submitted by the County for the Provider once a Recipient and the Provider have agreed to the placement. The CPA specifies:
 - a. the Service,
 - b. the Recipient,

- c. the effective date and end date that Services are authorized for, and
 - d. the rate.
9. **“Community Developmental Disability Program” or “CDDP”** means a centrally organized and coordinated program of Services for persons with developmental disabilities, operated by, or contractually affiliated with a Local Mental Health Agency (LMHA) and operated in a specific geographic area of the State of Oregon.
 10. **“Community First Choice State Plan” or “KPlan”** means Oregon’s state plan amendment authorized under section 1915(k) of the Social Security Act.
 11. **“Community Mental Health Program” or “CMHP”** means a centrally organized and coordinated program of Services for persons with mental and emotional disorders, developmental disabilities, and addiction dependencies operated by, or contractually affiliated with a LMHA and operated in a specific geographic area of the State of Oregon.
 12. **“County Financial Assistance Administrator”** has the meaning set forth in section 4 of Exhibit D.
 13. **“Developmental Disability” or “DD”** has the meaning as set forth in OAR 411-320-0020.
 14. **“Developmental Disability Services”** mean all Services as described in OAR 411-320 for eligible Recipients.
 15. **“Disbursement Claim”** means a document executed and delivered to DHS by a Provider or County, either electronically in eXPRS or in hard copy, with respect to a Service authorized in a CPA and PPA, certifying that a unit of that Service was delivered by a Provider identified in the CPA and PPA, to the individual identified in the CPA and during the period specified in the CPA and requesting disbursement of financial assistance for that unit of Service.
 16. **“Express Payment and Reporting System” or “eXPRS”** means an information system for managing the disbursement and tracking of DHS financial assistance for developmental disability programs.
 17. **“Federal Funds”** means all funds paid to County under this Agreement that DHS receives from an agency, instrumentality or program of the federal government of the United States.
 18. **“False Claim”** means a claim or encounter that a Provider knowingly submits or causes to be submitted that contains inaccurate or misleading information, and that information would result, or has resulted, in an overpayment or other improper payment.
 19. **“Functional Needs Assessment” or “FNA”** has the meaning set forth in OAR 411-320-0020.
 20. **“Home and Community-Based Waivered Services”** means the services approved by the Centers for Medicare and Medicaid Services in accordance with Section 1915(c) and 1115 of the Social Security Act.
 21. **“Individual Support Plan” or “ISP”** has the meaning set forth in OAR 411-320-0020.

22. **“Intellectual Disability” or “ID”** has the meaning as set forth in OAR 411-320-0020.
23. **“Intellectual/Developmental Disability” or “I/DD”** means the Individual has an Intellectual or other Developmental Disability.
24. **“Level of Care” or “LOC”** has the meaning set forth in OAR 411-320-0020.
25. **“Local Administration Services”** has the meaning set forth in the Service Element Standards and Procedures identified as DD02 and OAR 411-320.
26. **“Medicaid”** means Federal Funds received by DHS under Title XIX of the Social Security Act and Children’s Health Insurance Funds administered jointly with Title XIX funds as part of state medical assistance programs by DHS.
27. **“Medicaid Fraud”** means the providing of false information to claim reimbursement for Medicaid funded services. Fraud includes, but is not limited to, the following activities: billing for services not actually performed; billing for more expensive services than actually rendered; billing for several services that should be combined into one billing; and billing twice for the same service.
28. **“Misexpenditure”** means money, other than Overexpenditure, disbursed to County by DHS under this Agreement and expended by County or a Subcontractor that:
 - a. Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Is identified by the State of Oregon or DHS as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
 - c. Is identified by the State of Oregon or DHS as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
29. **“ODDS Fund Allocation Coordinator”** means the ODDS staff person assigned to serve as the liaison with County for the addition of funding in a SEPA or review and acceptance of CPAs under this Agreement.
30. **“ODDS Regional Coordinator”** means the ODDS staff person assigned to be the primary liaison with County for DD Services under this Agreement.
31. **“Office of Adult Abuse Prevention and Investigation” or “OAPPI”** means the DHS office that investigates reports of suspected abuse or neglect.
32. **“Oregon Supplemental Income Program-Medical” or “OSIP-M”** is the Oregon Medicaid insurance coverage for an Individual who meets eligibility criteria as described in OAR 461-101-0010.

33. **“Overexpenditure”** means money disbursed by DHS under this Agreement and expended by County that is identified by the State of Oregon or DHS, through Agreement Settlement or any other disbursement/payment reconciliation permitted or required by this Agreement, as in excess of the amount County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Element Standards and Procedures.
34. **“Person Centered Planning”** has the meaning as set forth in OAR 411-320-0020.
35. **“Personal Agent”** has the meaning set forth in OAR 411-320-0020.
36. **“Personal Support Worker” or “PSW”** has the meaning set forth in ORS 410.600(10).
37. **“Plan of Care”** means a service authorization feature in eXPRS that is a collection of individual provider service authorizations for an I/DD Individual. These service authorizations in accepted status are required to enable the provider of the service authorized to successfully submit claims for payment.
38. **“Program Area”** means the area within the State of Oregon where the County is contracted to provide services.
39. **“Provider” or “Performing Provider”** means an individual, facility, corporate entity, or other organization that provides Services through a Subcontract, Service Plan or an agreement with DHS and that must be enrolled with DHS in accordance with OAR 411-323, Certification and Endorsement, to seek payment from DHS. Provider also includes County if County provides the Service directly.
40. **“Provider Enrollment Agreement” or “PEA”** has the meaning set forth in Provider Enrollment and Service Claiming, Rule 411-370.
41. **“Provider Prior Authorization” or “PPA”** means an authorization, submitted by County to DHS either through eXPRS or by submission to DHS of a document acceptable to DHS, for use of financial assistance awarded in the SEPA for delivery of a particular Service by a particular Provider, and for Provider submission of Disbursement Claims for the Service, that specifies:
 - a. the Service,
 - b. the Provider,
 - c. a period of time, during which the authorization may be used to support delivery of the Service by the Provider,
 - d. if desired, the total amount of financial assistance authorized for the use in supporting delivery of the Service by the Provider during the period, which total, together with all amounts authorized in all other PPAs that authorize financial assistance for the specified Service, does not exceed, on any day during the period of time specified in the PPA, the sum of all funds awarded in the SEPA for the specified Service for a period of time that includes that day.
42. **“Recipient” or “Client” or “Individual”** means, a person found eligible by DHS to receive Services for individuals with I/DD under OAR 411-320.

43. **“Service”** means any one of the Services listed in Exhibit B for Recipients who’s Services are provided directly by County, subcontracted by the County, or authorized by the County pursuant to this Agreement.
44. **“Service Element Standards and Procedures”** means the description of a Service. It is the responsibility of the County to read the Service Element Standards and Procedures for those Services funded through this Agreement and for all Services authorized by the County. The Service Element Standards and Procedures are located at <http://www.oregon.gov/DHS/spd/provtools/>.
45. **“Service Element Prior Authorization” or “SEPA”** means the maximum amount of financial assistance that DHS will provide under this Agreement through eXPRS (and any associated special performance or other requirements), as the SEPA may be amended from time to time by a SEPA Adjustment. The SEPA is broken down by Service.
46. **“Service Plan”** means a written plan between (i) the County and the Provider or (ii) the County and the Recipient who will be receiving the services or the Recipient’s delegate, and, if written between July 1, 2011 and December 31, 2013 approved by DHS, that details the Services to be provided, the dates of Services, and the monthly rate for services for DD 44, DD 49 and DD 151.
47. **“SEPA Adjustment”** means a document, acceptable to DHS, that may be presented and executed in hard copy, or electronically in eXPRS, and that amends the SEPA, with respect to one or more Services, to reflect the new maximum amount of financial assistance that DHS will provide under this Agreement through eXPRS for the specified Service as well as any new or modified special performance or other requirements.
48. **“SEPA Pass Phrase/PassCode” or “SEPA Pass Phrase”** means a code used by eXPRS to verify the identity of the individual accepting the SEPA Adjustment on behalf of the County.
49. **“Stabilization and Crisis Unit” or “SACU”** formerly known as “SOCP”. SACU is the 24-Hour Residential Services for individuals with DD, as defined in OAR Chapter 411, Division 325, provided directly by DHS, as opposed to being financed by DHS under an Intergovernmental Agreement with County or purchased by DHS from a service provider.
50. **“Subcontract”** has the meaning as set forth in section 18 of Exhibit D.
51. **“Subcontractor”** has the meaning set forth in section 18 of Exhibit D.
52. **“Underexpenditure”** means money disbursed by DHS under this Agreement that is identified by the State of Oregon or DHS, through Agreement Settlement or any other disbursement/payment reconciliation permitted or required by this Agreement.

**2011-2013 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY
DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT B
PART 1
FINANCIAL TERMS AND CONDITIONS**

1. **Biennial Plan.** After DHS' adoption of policies and procedures, County shall provide DHS with a Biennial Plan and budget information pursuant to ORS 430.662 and 430.664 for the operation of the CDDP. If County makes an amendment or modification to the County Biennial Plan, the amendment or modification may not be put into effect without prior approval of DHS.
2. **Provision of Services between July 1, 2013 and December 31, 2013.** The Services listed below may be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, Service Element Standards and Procedures listed below and any Special Conditions attached to the funding. Upon acceptance of the Service Element Prior Authorization in eXPRS or receipt of pass through funds, County agrees to provide or Subcontract for the Services. The Service Element Standards and Procedures for the Services listed below and all other Services authorized by the County can be found at <http://www.oregon.gov/DHS/spd/provtools/>. Only Services whose costs are covered in whole or in part with financial assistance or Services that the County is required to authorize are subject to this Agreement.
 - a. Services whose costs are covered in whole or in part with funding authorized through eXPRS in a SEPA, and provided directly by the CDDP:

Service Name	Service Code	OAR
DD Local Administration	DD 02	Chapter 411, Division 320
Targeted Case Management	DD 48	Chapter 411, Division 320
Abuse Investigation Services	DD 55	Chapter 411, Division 320
Regional Crisis And Back-Up Services	DD 157	Chapter 411, Division 320

- b. Services authorized by CDDP and funded utilizing pass through funding paid to the CDDP through a SEPA authorized via eXPRS by the Contractor. These Services may also be subcontracted for or the CDDP may have a Service Plan with a Provider or with an individual for:

Service Name	Service Code	OAR
Short Term Crisis Services for Children and Adults	DD 44	Chapter 411, Division 320
Comprehensive In-Home Support Services for Adults	DD 49	Chapter 411, Division 330
DD Special Projects	DD 57	Service Element

Service Name	Service Code	OAR
		Standards and Procedures
DD Foster Homes (funded through General Funds only)	DD 58	Chapter 411, Division 346 and Division 360
Family Support Services	DD 150	Chapter 411, Division 305
Long Term Support for Children	DD 151	Chapter 411, Division 308
Room & Board	DD 156	Service Element Standards and Procedures

- c. Services CDDP is responsible to authorize, through a CPA via eXPRS that are performed by DHS Providers:

Service Name	Service Code	OAR
Nursing Facility Specialized Services	DD 45	Chapter 411, Division 86
Residential Facilities	DD 50	Chapter 411, Division 325
Supported Living Services	DD 51	Chapter 411, Division 328
Rent Subsidies	DD 56	Service Element Standards and Procedures
Transportation Services	DD 53	Service Element Standards and Procedures
Employment and Community Inclusion Services	DD 54	Chapter 411, Division 345
DD Foster Homes	DD 58	Chapter 411, Division 346 and Division 360
Children's Residential Facilities	DD 142	Chapter 411, Division 325
Children's Proctor Foster Homes	DD 143	Chapter 411, Division 335

3. **Provision of Services between January 1, 2014 and June 30, 2015.** The Services listed below may be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, Service Element Standards and Procedures listed below and any Special Conditions attached to the funding. Upon acceptance of the Service Element Prior Authorization in eXPRS County agrees to provide or subcontract for the Services as listed in subsection a. below. The Service Element Standards and Procedures for the Services listed below and all other Services authorized by the County can be found in Exhibit B, Part 2 and at <http://www.oregon.gov/DHS/spd/provtools/>. Only Services listed in subsection a., b. and c. below are subject to this Agreement.

- a. Services whose costs are covered in whole or in part with funding authorized through eXPRS in a SEPA, and provided directly by the County:

Service Name	Service Code	OAR
DD Local Administration	DD 02	Chapter 411, Division 320
Case Management	DD 48	Chapter 411, Division 320
Abuse Investigation Services	DD 55	Chapter 411, Division 320

Service Name	Service Code	OAR
Regional Crisis And Back-Up Services	DD 157	Chapter 411, Division 320

- b. Services authorized by County and funded through the CBC system or through submission of an invoice to DHS for payment or submitted for payment to DHS Providers through Plan of Care in eXPRS:

Service Name	Service Code	OAR
Short Term Crisis Services for Children and Adults	DD 44	Chapter 411, Division 320
Comprehensive In-Home Support Services for Adults	DD 49	Chapter 411, Division 330
Rent Subsidies	DD 56	Service Element Standards and Procedures
DD Special Projects	DD 57	Service Element Standards and Procedures
DD Foster Homes	DD 58	Chapter 411, Division 346 and Division 360
DD Foster Homes (funded through General Funds only upon request of County and approval of DHS)	DD 58	Chapter 411, Division 346 and Division 360
Family Support Services	DD 150	Chapter 411, Division 305
In-Home Supports for Children	DD 151	Chapter 411, Division 308
Room & Board	DD 156	Service Element Standards and Procedures

- c. Services County is responsible to authorize, through a CPA via eXPRS that are performed by DHS Providers:

Service Name	Service Code	OAR
Nursing Facility Specialized Services	DD 45	Chapter 411, Division 86
Residential Facilities	DD 50	Chapter 411, Division 325
Supported Living Services	DD 51	Chapter 411, Division 328
Transportation Services	DD 53	Service Element Standards and Procedures
Employment and Community Inclusion Services	DD 54	Chapter 411, Division 345
Children's Residential Facilities	DD 142	Chapter 411, Division 325

4. DHS shall amend the Service Element Standards and Procedures as follows:

- a. Upon determining that an update is necessary to any of the above listed Service Element Standards and Procedures, a draft of the document changes will be sent to the DD County program managers via email for review and comment. DHS will accept comments via email for 10 business days.

include the following:

- i. Settlement Cover Letter,
- ii. Settlement Summary Report,
- iii. Start-Up Summary Report,
- iv. Settlement Adjustment Report, and
- v. CPMS Corrections/Additions (an Excel spreadsheet for those Services billed through CPMS).

County shall have 60 calendar days from the date of the e-mail to respond either with corrections, additional information or acceptance of the Settlement amount as presented. Failure to respond within the 60 calendar days will result in the DHS Settlement amount being considered accepted.

- b. If County is not in agreement with the Settlement amount, County shall submit in writing within 60 calendar days of the date of the e-mail, a request for clarification, or provide backup documentation supporting the disputed amount. Backup documentation shall include one of the following:
 - i. The CPMS Corrections/Additions Excel spreadsheet that clearly notes the corrections and additions; or
 - ii. A copy of a cleared check for prior recovered funds; or
 - iii. Documentation regarding exceptions given by DHS during the time period in question; or
 - iv. Statute, rule, or Service Element Standard and Procedure that results in the identified expenditure being allowed.

DHS shall review and respond to the clarification request within 30 calendar days of receipt of requesting e-mail. DHS shall review and respond to the backup documentation within 30 calendar days of receipt, clearly identifying which items DHS has accepted or denied.

Any additional documentation provided by County is subject to the cut offs for Medicaid Claims of 12 months from date of Service pursuant to 42 CFR 447.45 for new claims and seven quarters plus current quarter for corrections to existing claims.

- c. A final Settlement notification shall be sent by DHS to County upon completion of the Settlement review. The notification shall include DHS' intent to recover the amount of the identified Underexpenditure, Overexpenditure, or Misexpenditure from amounts owed by DHS or amounts owed by County which DHS intends to offset, including this Agreement under which the amounts arose and from those agreements DHS wishes to deduct future payments. Any disputes to the final Settlement notification shall be resolved through the resolution of disputes process as outlined in Exhibit D of this Agreement.

7. Carryover.

- a. Money received by County for DD 02, DD 48, DD 55 and DD 157 Services that

remains available at the close of a State fiscal year or the biennium and retained by County is not limited to a specific amount or percentage of funding to be determined by DHS. The Carryover funds are to be used in support of Services provided to Individuals as approved by DHS.

- b. Carryover funds retained from a previous State fiscal year must be reported to DHS by October 31 of each year in a format provided by DHS. The report must include the following:
 - i. Amount of awarded funds or other compensation for the Service being carried over under this Agreement for DD 02, DD 48, DD 55 and DD 157.
 - ii. A written description of how the Carryover funds will be used by the County to increase Services or cover cost of Services under the same Service Element for which the funds were given to the County.
 - iii. Specific written approval of the Service as part of the County's Biennial Plan. Approval of the County's Biennial Plan does not constitute approval of Services which are not funded through this Agreement; or
 - iv. Amount to be utilized for licensing or approving services, such as foster homes under OAR 411-346 or OAR 411-360.

- 8. **Personal Support Workers.** The following are requirements for withholding union dues and fair share funds from Personal Support Worker (PSW) paychecks. County shall:
 - a. Implement a system that on a monthly basis deducts all current union dues and fair share funds from the first check issued for a service period for each PSW. Union dues shall be withheld for all PSWs who have submitted a membership application to the Union. A service period is defined as the calendar month in which services were authorized. Current union dues and fair share requirements can be found in APD-IM-13-013 which can be found at <http://www.dhs.state.or.us/policy/spd/transmit/im/2013/im13013.pdf>.
 - b. Submit to DHS, by the 10th of January and July of each year, a list of names, addresses and any other available contact information such as telephone number or e-mail address for each PSW paid through an invoice system.
 - c. Provide DHS with a list of all fiscal intermediaries who make payments to PSWs, if any, and who are paid by the County with funds received from DHS for Developmental Disability Services.
 - d. Bill Service Employees International Union, Local 503 (SEIU) or require their fiscal intermediary to bill SEIU directly for reasonable costs associated with the deduction administration and/or system changes to accommodate the deductions (start-up costs) and no more than fifty cents (\$0.50) per worker per month towards ongoing administrative costs for the time period July 1, 2013 through December 31, 2013 or until system upgrades are completed.

EXHIBIT A

Part 2

Service Element Standards and Procedures

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**Service Element DD 02 Standards and Procedures
Effective July 2, 2014**

Service Name: **Developmental Disability Local Administration (LA)**

Service ID Code: **DD 02**

1. Overview

The provision of DD 02 Services encompasses the activities related to the general administration and management of a Community Developmental Disability Program (CDDP). In addition to administrative and management activities, DD 02 involves the:

- a. planning and coordination of needed community services,
- b. provision of specific functions required for the effective implementation of services (e.g. eligibility determination, quality assurance, etc.), and
- c. planning, access and oversight of specific services such as Family Support, In-Home Supports for Children, In-home Comprehensive Services for Adults, etc.

2. Standards and Procedures

a. General Performance Requirements

- (1) In providing DD 02 Services for DHS, County shall:
 - (a) Comply with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
 - (b) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of Services.
 - (c) Comply with all DHS requirements designed to assure the timely and accurate enrollment, service authorization, and service payment for Individuals receiving developmental disability services. These requirements include but are not limited to the following:
 - i. Completion of eligibility determination and redetermination;
 - ii. Completion of initial Level of Care (LOC);
 - iii. Annual LOC and Individual Support Plan (ISP) reviews;
 - iv. Completion of all required documentation in a timely manner as specified for each; and

- v. Submission of all required budgets, forms, etc., to DHS in a timely manner as specified.
- (d) Comply with DHS policy or action transmittals.
- (2) Providers of DD 02 Services funded through the Agreement must:
 - (a) Employ an identified individual as an Eligibility Specialist or have an agreement with another County to perform eligibility determination which includes the Provider of DD 02 Services in their geographic service area. Eligibility Specialists employed to provide eligibility services must:
 - i. Meet the criteria of a Services Coordinator as defined in OAR 411-320-0030, as such rules may be revised from time to time.
 - ii. Complete a competency based training given by DHS' Diagnosis and Evaluation Coordinator, within one year of hire.
 - iii. Participate in a DHS sponsored training on an annual basis.
 - iv. Participate in a minimum of 20 hours of training related to developmental disabilities or eligibility on an annual basis.
 - (b) If Provider of DD 02 Services funded through the Agreement provides Eligibility Determination, the Provider of DD 02 Services must employ sufficient staff to perform the County's eligibility requirements.
 - (c) If the Provider of DD 02 Services agrees to accept the provision of Eligibility Determination for another County, the Provider of DD 02 Services must employ sufficient staff to perform the eligibility requirements for the geographic service area the Provider of DD 02 Services has agreed to serve in addition to their own County's eligibility requirements.
 - (d) Provider of DD 02 Services funded through the Agreement must use DHS approved forms and procedures for eligibility determination services.
 - (e) Inform DHS' Office of Developmental Disability Services the name(s) of the County's designated Eligibility Specialist(s), and assure this information is current should changes occur.

- (f) Reserved.
- (g) Work with Individuals and their ISP teams to evaluate the LOC needs of all Individuals on an annual basis or more often as specified by the waiver that the Services are being funded through. Upon completion of the annual evaluation, County shall add the completion date to the Individual's record in eXPRS within 10 days.
- (h) Terminate from waiver any Individual that does not meet the LOC and refer the Individual to other non-waiver Services.
- (i) Ensure that all Service plans address the Individual's assessed needs (including health and safety risk factors) and personal goals, either by the provisions of waiver service or other means as appropriate and allowed under the corresponding OAR.
- (j) Monitor and audit Provider performance at least annually and when warranted more often to verify that Services are being delivered in accordance with the Individual's ISP and LOC, including in the type, scope, amount and duration and frequency as specified in the ISP.
- (k) Verify on a quarterly basis that Providers who are providing Services to eligible Individuals have not been sanctioned.
- (l) On an ongoing basis identify, address and seek to prevent instances of abuse, neglect and exploitation.

b. Special Reporting Requirements

County shall supply, upon DHS' request, data and information relative to the implementation of DD 02 Services.

c. Billing and Payment Procedure(s)

- (1) DHS will provide County with financial assistance for DD 02 Services via the Service Element Prior Authorizations (SEPA) based on the approved CDDP funding formula model.
- (2) DHS will disburse financial assistance for DD 02 Services, for a specified period of time, in an amount equal to the monthly amount as set forth in the accepted SEPA and approved in the Provider Prior Authorization (PPA), as such amounts may be updated from time to time, subject to the following:

- (a) DD 02 Services delivered under SEPA shall not exceed the total funds awarded for DD 02 Services as specified in the SEPA for DD 02 Services funded through the Agreement;
 - (b) If County fails to deliver DD 02 Services for part of the month, the financial assistance for that month of service will be prorated and DHS may reduce future disbursements of DD 02 funds accordingly. If requested by DHS, County shall also accept an appropriate SEPA Adjustment to reflect that reduction in the financial assistance for DD 02 as a result of County's failure to deliver the DD 02 Services during the entire month;
 - (c) DHS may increase the monthly allotments based on individual enrollment once every six months if applicable as identified through the Case Management (DD 48) in eXPRS; and
 - (d) DHS may, upon written request of County, adjust monthly allotments.
- (3) Any local match funding applied for and received by County is to assist with excess services rendered that were not previously covered by federal funds during the time period that funds are requested to cover, not to create a source of excess funding for previous expenditures or future needs.

d. Agreement Settlement

Agreement Settlement will be used to confirm and reconcile any discrepancies that may have occurred during the term of the Agreement between actual DHS disbursements of funding awarded for DD 02 Services under a particular line of the Service Element Prior Authorization and amounts due for such Services based on the delivery of Services.

3. CFDA Number(s)

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a vendor. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through the Agreement: 93-778

4. Rules and Reference(s)

- a. OAR Chapter 411, Division 320
- b. OAR Chapter 407, Division 045

Service Element DD 48 Standards and Procedures
Effective July 2, 2014

Service Name: **Waivered/Targeted Case Management (CM)**

Service ID Code: **DD 48**

1. Overview

Case Management (DD 48) Services are delivered to Individuals who are eligible for Developmental Disability Services funded by DHS in an identified County's geographic service area. DD 48 Services include but are not limited to:

- a. Completion of the Level of Care for each Individual eligible for I/DD Services and Community First Choice or Home and Community-Based Waivered Services;
- b. Ensuring the development of an Individual Support Plan (ISP), as defined in OAR 411-320-0020 for each Individual eligible for DD Services;
- c. Monitoring the implementation and outcomes of the ISP for each Individual;
- d. Monitoring health and safety for Individuals receiving funded Services as per their ISP and in accordance with Oregon Administrative Rules;
- e. Assistance to Individuals or their families in accessing and obtaining community based services and supports;
- f. Assessing an individual's eligibility for comprehensive services or support services and coordinating the individual's access to those services. This includes assessing eligibility for and coordination of crisis diversion services for individuals who meet crisis criteria as defined in OAR Chapter 411, Division 320;
- g. Monitoring the implementation of Services as defined in OAR 411-320-0020; and
- h. Reporting abuse, providing protective services and assuring ongoing follow up as indicated in the investigative report as defined in OAR 411-320 for individuals aged 18 and over, when a need for either of these services is identified.

2. Standards and Procedures

a. General Performance Requirements

Providers of DD 48 Services funded through the Agreement shall:

- (1) Comply with the requirements of OAR Chapter 411 Division 320, as such rules may be revised from time to time;
- (2) Employ sufficient staff to perform the County's DD 48 responsibilities;
- (3) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of DD 48 Services;

- (4) Comply with all DHS requirements designed to assure the timely and accurate enrollment, service authorization, and service payment for Individuals receiving DD 48 Services;
- (5) For each eligible Individual entering DD 48 Services, the County shall create and submit a CPA in eXPRS for DD 48 Services within five business days of County determining the individual is eligible for DD 48 Services. Updates or changes to an Individual's eligibility or service period for DD 48 Services must be reflected in the Individual's CPA within five business days of County receiving notification of change. DD 48 CPAs, as submitted successfully to accepted status through eXPRS, will serve as the County enrollment roster for DD 48 Services;
- (6) Provide, at minimum, one (1) annual qualifying billable claim to each Individual enrolled in DD 48 Services;
- (7) All claims billed must be in accordance with the activities that meet DHS guidelines as a qualifying billable claim;
- (8) Ensure each Individual receiving DD 48 Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rule may be revised from time to time; and
- (9) County shall complete and submit DD 48 Service eligibility or enrollment information via established methods, and update forms following instructions and forms(s) or method(s) designated by DHS. Failure to submit the DD 48 Service eligibility or enrollment form may delay the approval of the CPA for DD 48 Services.

b. Special Reporting Requirements

Upon the request of DHS, County shall supply data and information relative to the implementation of DD 48 Services.

c. Financial and Billing Procedure(s)

- (1) During the period of July 1, 2011 through December 31, 2012, DHS will provide financial assistance for DD 48 Services, from DD 48 funds included in a particular line in the SEPA, in an amount equal to the monthly amount as set forth in the accepted SEPA, as such amounts may be updated from time to time.
- (2) Effective January 1, 2013, or later as identified by the eXPRS team, and until further notice, funding for DD48 Services will be:
 - (a) based upon the amount of qualified billable encounters claims submitted by the Provider of DD 48 Services, up to the monthly amount authorized by the DD 48 Provider's PPA;

(b) paid to the County after the claims processing cycle on the 15th of the month based on:

- i. Title XIX eligible claims cleared since the first of the month; and
- ii. Title XIX eligible claims made for the previous month(s) that have cleared but not previously been paid, will also be processed at that time for payment up to the payment cap for that month.

Note: Exception to this is for those billings made prior to the effective date of the transition to the billable encounters claims system, which are unpaid because they exceeded the payment cap for the month. These unpaid billings will be reconciled at the end of the biennium.

- iii. General fund claims submitted for the time period between the 1st of the month and the 15th of the month will be held until the 2nd monthly claims processing cycle described in 2.c.(2).

(c) paid to County after the claims processing cycle on the last day of the month based on:

- i. If any remaining funds are available in that month's cap;
- ii. Title XIX eligible claims cleared since the 15th will be processed and paid first;
- iii. Title XIX if any of the monthly funding cap remains, any Title XIX eligible claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the max of that months cap;
- iv. If any remaining funds are available for the month, general fund claims that have cleared that month will be processed and paid third; and
- v. General fund claims cleared but not yet paid for the previous months will be processed and paid fourth until the monthly cap is exhausted.

Note: Exception to this process is for those billings made prior to the effective date of the transition to the billable encounters claims system. Any encounter entered before the effective date but not covered by previous allotment payments

will be taken into account at the time of the final biennial settlement.

- (3) DHS is not obligated to provide financial assistance for any DD 48 Services that are not properly documented in individual case files, or are not properly reported through eXPRS by the date 60 days after the earlier of expiration or termination of the Agreement, termination of DHS' obligation to provide financial assistance for DD 48 Services, or termination of County's obligation to include the Program Area in which DD 48 Services fall.
- (4) Provider of DD 48 Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to DD 48 Services, by ensuring the PLA ending balance is zero, within 60 days after the earlier of expiration or termination of the Agreement with DHS, termination of DHS' obligation to provide financial assistance for DD 48 Services, or termination of County's obligation to include the Program Area, in which DD 48 Services fall, in its Community Mental Health Program or Community Developmental Disability Program.
- (5) Each Individual receiving DD 48 Services must have an active accepted CPA within eXPRS for the period DD 48 Services are provided to the Individual in order to submit a qualifying claim.
- (6) For each unit of DD 48 Services reported in eXPRS as delivered to an Individual, a qualifying billable Case Management (CM) Service must have been delivered to the Individual and documented in the Individual's case file. DHS will not provide financial assistance for more than one billable CM Service or unit per Individual per day.
- (7) DHS will reconcile any discrepancies that may have occurred during the term of the Agreement between actual DHS disbursements of funds awarded through a SEPA for DD 48 Services for the Agreement period and the amount of qualifying billable Services actually delivered and reported in accordance with section 2.c. "Financial and Billing Procedure(s)" of this DD 48 Service Element Standards and Procedures, as such Services are properly reported in eXPRS.

3. CFDA Number(s)

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a vendor. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Service Element Standard and Procedure: 93-778

4. Form(s)

DD Service Eligibility/Enrollment Form found at: DD Service Eligibility/Enrollment Form.

5. Rules and Reference(s)

- a. OAR Chapter 411, Division 320
- b. OAR Chapter 407, Division 045
- c. OAR Chapter 407, Chapter 120
- d. Case Management Billable Guidelines

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Service Element DD 49 Standards and Procedures
Effective July 2, 2014

Service Name: **Comprehensive In-Home Support Services for Adults**

Service ID Code: **DD 49**

1. Overview

Provision of Comprehensive In-Home Support Services for Adults (DD 49) includes assistance in: determining support needs; finding and arranging resources and personal support services to meet the individuals' needs; assisting individuals to make informed decisions about personal support needs and support providers; and monitoring and improving the quality of personal supports. Personal supports may include, but are not limited to: attendant care; relief care; non-medical community transportation; behavior support; assistive technology; assistive devices; chore services; community nursing services; emergency response systems; skill training; family training; physical therapy; speech, hearing and language services; supported employment services; environmental modifications; and any additional services identified in the expenditure guidelines. DD 49 Services may also include fiscal intermediary services during the transition to Plan of Care in eXPRS, such as assisting Individuals or their families in complying with payroll and related requirements for employers when the Individuals or their families employ their own caregivers.

2. Standards and Procedures

a. Service Authorization

DD49 Services must be prior authorized by the County in which the Individual is enrolled and receiving Case Management Services. This authorization must be provided and documented according to DHS policy and procedure. County shall enter all DD 49 Service plans in the Plan of Care system in eXPRS prior to start of Services.

b. General Performance Requirements

- (1) County Providers of DD 49 Services funded through the Agreement must comply with the requirements of OAR Chapter 411, Division 330.
- (2) All Individuals receiving DD 49 Services funded through the Agreement must be eligible for Developmental Disability Services, with eligibility determined in accordance with OAR Chapter 411, Division 320.
- (3) County must complete a functional needs assessment and In Home Support Plans in accordance with OAR Chapter 411, Division 330.

- (4) County must comply with rates established within the approved plan, and rates paid to Providers shall be consistent with DHS guidelines governing Services and rates.
- (5) If requested by DHS, County will require Providers of DD 49 Services funded through the Agreement to participate in a DHS authorized external evaluation of the impact and effectiveness of the DD 49 Services. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality, granting permission for staff and individuals to be interviewed or respond to questionnaires, and participating in other evaluation activities as may reasonably be required by DHS.

c. Billing and Payment Procedure(s)

- (1) County must submit to DHS a completed Client Process Monitoring System (CPMS) form within 45 days of the DD 49 Service delivery date for all Services provided or receipt of the County's receipt of documentation regarding services provided or items purchased prior to the implementation of Plan of Care within eXPRS. The CPMS form must:
 - (a) Be completed in conformance with instructions from DHS;
 - (b) Report by individual expenditures for the actual dates of DD 49 Service;
 - (c) Use a DHS assigned billing code for each type of DD 49 Service;
 - (d) Use a DHS assigned Provider number; and
 - (e) Reported expenditures cannot exceed the monthly authorized plan amount.
- (2) Allowable costs are costs necessarily incurred in implementing In Home Support Plans for Individuals receiving DD 49 Services with funds provided under the Agreement to the extent such costs are allowed under OAR Chapter 411, Division 330.
- (3) DHS is not obligated to provide payment for any DD 49 Services that are not properly reported to DHS.
- (4) Payment for these Services will be made by DHS through the eXPRS Payment and Reporting System after DHS has approved the Service.
- (5) Payment will be monthly at the beginning of the month after DHS has approved a Service Element Prior Authorization (SEPA), and has completed a Provider Prior Authorization (PPA).

- (6) Future payments to County may be adjusted for under expenditures reported through CPMS.
- (7) Settlement of the Agreement period will be based on the amount contracted in SEPA, amount paid in PPA, less the expended amount reported in CPMS. If CPMS claims are filed 60 days after the Agreement end date they will be calculated in the settlement per OAR 411-370 and particularly in compliance with OAR 407-120-0325.

3. CFDA Number(s)

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a vendor. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through the Agreement: 93-778.

4. Form(s)

- a. Client Process Monitoring System (CPMS) Form
- b. Comprehensive In Home Supports for Adults Support Plan

5. Rules and Reference(s)

- a. OAR Chapter 411, Division 320
- b. OAR Chapter 411, Division 330
- c. OAR Chapter 407, Division 120

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Service Element DD 55 Standards and Procedures
Effective July 2, 2014

Service Name: **Abuse Investigation Services**

Service ID Code: **DD 55**

1. Overview

Provision of Abuse Investigation Services (DD 55) includes the activities of responding to an abuse allegation and assuring that the abuse investigations for adults are appropriately screened, investigated and reported.

2. Standards and Procedures

(a) General Performance Requirements

- (1) In providing DD 55 Services for the Department of Human Services (DHS), the County shall:
 - (a) Comply with the requirements of OAR Chapter 411 Division 320, as such rules may be revised from time to time;
 - (b) Comply with the requirements of OAR Chapter 407 Division 45, as such rules may be revised from time to time;
 - (c) Comply with DHS policy and action transmittals;
 - (d) Employ an identified individual as an Abuse Investigation Specialist or have an agreement with another County to perform abuse investigation activities which includes the Provider of DD 55 Services in their geographic service area.
- (2) Providers of DD 55 Services funded through the Agreement shall, at minimum, employ the indicated number on the County Funding Model of Full Time Employee (FTE) for abuse investigation or have an agreement with another County to perform DD 55 Services for the County catchment area. FTE employed for abuse investigations:
 - (a) May not be currently employed in the capacity of a case manager/service coordinator;
 - (b) Must have a Bachelor's degree in human, social, behavioral or criminal science and two years human services, law enforcement, or investigative experience or an Associate's degree in the human,

social, behavioral or criminal science and four years human services, law enforcement or investigative experience;

- (c) Must be able to pass competency based training given by the DHS' Office of Investigation and Training (OIT) and meet core competencies as determined by OIT within one year of hire.
- (3) DHS may approve an exception to the performance requirements (b) and (c) above. Approval in writing from DHS prior to implementing a variance to the performance requirements (b) and (c) above is required.
- (4) Providers of DD 55 Services must use DHS approved forms and procedures for protective service screening, reporting and writing of findings.
- (5) Providers of DD 55 Services must complete abuse investigation forms in accordance with OAR 407-045-0320. If an extension for submission of investigation form is needed, request extension in writing to DHS. Provider of DD 55 Services must receive written approval for an extension from DHS prior to implementing the revised due date.
- (6) Providers of DD 55 Services must participate in quarterly meetings held by the DHS' Office of Investigation and Training. At minimum, one meeting per Agreement year must be attended in person.
- (7) Providers of DD 55 Services may identify back-up abuse investigators who are also case managers/service coordinators. Back-up FTE must complete the basic back-up abuse investigations training as delivered by the DHS' Office of Investigation and Training. Back-up FTE may be used in cases of covering for absence of Abuse Investigation Specialist.

b. Special Reporting Requirements

County shall supply, upon request from DHS, data and information relative to the implementation of DD 55 Services.

c. Financial and Billing Procedure(s)

- (1) DHS will provide County with financial assistance via a Service Element Prior Authorization (SEPA) for DD 55 Services based on the approved County funding model.
- (2) DHS will disburse financial assistance for DD 55 Services, for a specified period of time, in an amount equal to the monthly amount as set forth in the accepted SEPA and approved in the Provider Prior Authorization (PPA), as such amounts may be updated from time to time, subject to the following:

- (a) If the County fails to deliver DD 55 Services for part of the month, the financial assistance for that month of service may be prorated and DHS may reduce future disbursements of DD 55 funds accordingly. If requested by DHS, County shall also accept an appropriate SEPA Adjustment to reflect the reduction in the financial assistance for DD 55 as a result of the County's failure to deliver the DD 55 Services during the entire month.
- (b) Settlement will be used to confirm and reconcile any discrepancies that may have occurred during the term of the Agreement between actual DHS disbursements of funding awarded for DD 55 Services under a particular line of the SEPA and amounts due for such services based on the delivery of DD 55 Services

3. **Form(s)**

- a. DD SERT Data Base
- b. OIT Protective Service Investigation Report Template

4. **Rules and Reference(s)**

- a. OAR Chapter 411, Division 320
- b. OAR Chapter 407, Division 045

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Service Element DD 150 Standards and Procedures
Effective July 2, 2014

Service Name: **Family Support for Children**

Service ID Code: **DD 150**

1. Overview

Family Support for Children (DD 150) are a social benefits provided to children (ages 17 years of age and younger) with Developmental Disabilities who are eligible to receive Case Management services through a County. Direct assistance funds and immediate access funds are available to families on an individualized basis, and serve to supplement those things typically provided to a child by his or her family and other public or private sources. Depending on available funding, DD 150 Services may include capacity building or information and referral activities that are designed to support local projects that improve support to children with Developmental Disabilities and their families.

2. Standards and Procedures

a. Service Authorization

DD150 Services are authorized according to the policies and procedures established by the County, in accordance with OAR 411-305 and DHS policies and procedures.

a. General Performance Requirements

- (1) The County must follow the eligibility rule as set forth in OAR 411-305-0030.
- (2) The County must follow the rule for annual planning process as set forth in OAR 411-305-0080 which includes:
 - (a) Complete a plan using DHS approved forms.
 - (b) Use rates identified in the Office of Developmental Disability Services (ODDS) Children's In-Home Programs Rate Guidelines.
- (3) Direct assistance or immediate access funds will be authorized for families according to the policies and procedures established by the County. The County will assure that the funds allocated to families do not exceed the funding allotted to the County for the fiscal year.
 - (a) Funds are intended to serve to supplement those things typically provided to a child by his or her family and other public or private sources. Prior to using direct assistance or immediate access

funds, the County will assess the availability of other means of providing the supports and assure that other public, private, formal and informal resources available to the child or family have been applied.

- (b) The Annual Plan and Family Support – Immediate Access/Direct Assistance Funding forms will be used to authorize funded supports to the family.
 - (c) The Annual Plan will adhere to rates identified in the ODDS Children’s In-Home Programs Rate Guidelines.
- (4) For all Services prior to June 30, 2014, the County must provide, or arrange for a third party to provide, fiscal intermediary services for families receiving direct assistance or immediate access funding in accordance with OAR 411-305.
- (5) Depending on available funding, the County will allocate funds to capacity building or information and referral activities according to the County’s written plan. The County will submit the written plan to DHS for authorization prior to expending funds. Capacity or information and referral funds may be used to purchase, contract and support local projects that improve service to children with Developmental Disabilities and must follow policies and procedures prescribed by DHS.

b. Special Reporting Requirements

The County will submit a written plan for expending capacity building or information and referral funds in the format provided by DHS. The County will submit a report detailing expenditures for approved capacity building/information and referral activities to document actual expenses. The written plan and expense reporting will be provided in the format provided by DHS.

3. Billing and Payment Procedures

- a. County must submit to DHS a completed Client Process Monitoring System (CPMS) form for direct assistance or immediate access and fiscal intermediary expenditures within 45 days of the Service delivery date for all Services provided or receipt of the County’s receipt of documentation regarding services provided or items purchased prior to implementation of Plan of Care in eXPRS. This form must be completed in conformance with instructions from DHS.

- b.** County must:
- (1) report expenditures in CPMS by Individual for the actual dates of Services.
 - (2) Use a DHS assigned billing code for each type of Service.
 - (3) Use a DHS assigned Provider number.
- c.** County must enter all plan information into Plan of Care for Services upon notification from DHS that Plan of Care is available in eXPRS.
- d.** Payment for these Services will be made by DHS through the eXPRS Payment and Reporting System.
- e.** Payment will be for the dates of Service in the approved plan.
- f.** If County has under-utilized any fiscal year award for DD 150 Services provided prior to Plan of Care implementation, DHS may reduce future disbursements for this Service Element or other funding paid directly to the County.
- g.** If County has under-utilized any fiscal year award identified through CPMS or through other reports required or permitted by the Service Element Standards and Procedures or applicable special conditions and fails to deliver a DHS approved plan to deliver DD 150 Services for the under-utilized amount, DHS may reduce future disbursements. County shall also accept an appropriate Service Element Prior Authorization (SEPA) Adjustment to reflect that reduction in the financial assistance for DD 150 as a result of the County's under-utilization for the fiscal year.
- h.** If County fails to deliver DD 150 Services for part of the month, the financial assistance for that month of DD 150 Services will be prorated and DHS may reduce future disbursements. County shall accept an appropriate SEPA Adjustment to reflect that reduction in the financial assistance for DD 150 as a result of the County's failure to deliver DD 150 Services during the month.
- i.** DHS will disburse to County the financial assistance awarded for DD 150 Services under the SEPA and as approved by DHS in the PPA in substantially equal monthly allotments during the period specified in the SEPA for all DD 150 Services provided under the Plan of Care system in eXPRS. DHS may, upon written request from the County, adjust monthly allotments.
- j.** Reported expenditures cannot exceed rate guidelines or other limitations established in DHS posted Expenditure Guidelines.

- k. Reported expenditures cannot exceed the amount detailed in the child's annual plan.
- l. Settlement of the Agreement period will be based on the amount contracted in SEPA, amount paid in PPA, less the expended amount reported in CPMS. If CPMS claims are filed 60 days after the Agreement end date they will be calculated in the Settlement per OAR Chapter 407, Division 120.

4. **Forms**

- a. Child Annual Plan/ Family Support Plan
- b. Family Support – Immediate Access/ Direct Assistance Funding
- c. Client Process Monitoring System (CPMS) Form

5. **Rules and Reference(s)**

- a. OAR Chapter 411, Division 320
- b. OAR Chapter 411, Division 305
- c. OAR Chapter 411, Division 305

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Service Element DD 151 Standards and Procedures
Effective July 2, 2014

Service Name: **In-Home Supports for Children**

Service ID Code: **DD 151**

1. Overview

In-Home Supports for Children (DD 151) Services are support services provided in the family home for children 17 years of age and younger with intellectual or developmental disabilities (the Child). The purpose of DD 151 Services is to maintain the Child in, or return the Child from a community placement to, the family home.

2. Standards and Procedures

a. Service Authorization

DD151 Services must be prior authorized by the County in which the Individual is enrolled and receiving Case Management services. This authorization must be documented according to DHS policy and procedure.

b. General Performance Requirements

- (1) For standard eligibility, the County must follow the standard eligibility rule as set forth in OAR 411-308-0060.
- (2) For crisis eligibility, the County must follow the crisis eligibility rule as set forth in OAR 411-308-0060 in collaboration with the Regional Crisis Office.
- (3) New General Fund (GF) DD151 plans must be submitted to the Family Support Coordinator and copied to the Children's Services Manager for review and prior authorization:
 - (a) Documents to submit include the Child Annual Plan, Request for Funding or Renewal form, and Individual Support Plan (Children's In-Home Services).
 - (b) DHS shall notify County regarding implementation of Plan of Care and County shall enter Annual Plan information into Plan of Care in eXPRS.
- (4) Renewals of GF-DD 151 plans must be submitted to the Family Support Coordinator and copied to identified ODDS CAU staff.

- (a) Documents to submit include the Child Annual Plan, Request for Funding or Renewal form, and Individual Support Plan (Children's In-Home Services).
 - (b) DHS shall notify County regarding implementation of Plan of Care and County shall enter Annual Plan information into Plan of Care in eXPRS.
- (5) New K Plan-DD151 plans and renewals must be submitted to the County's assigned ODDS Fund Allocation Coordinator (FAC).
- (a) Documents to submit include the Child Needs Assessment Summary of Hours page, Individual Support Plan (Children's In-Home Services also known as the budget document), a Supplemental Assessment Document per Expenditure Guidelines.
 - (b) County shall enter plan information into Plan of Care in eXPRS.
- (6) New DD151 K Plan funded plans and renewals must be submitted to the County's assigned ODDS Fund Allocation Coordinator (FAC) until final implementation of Plan of Care and copied to the ODDS Regional Coordinator (RC).
- (a) Documents to submit include the Child Annual Plan, ISP (Child In-Home Services) form, and budget sheets.
 - (b) County shall enter plan information into Plan of Care in eXPRS.
- (7) During the planning process for new or renewed plans, all general fund only children must be evaluated for eligibility under the Personal Care program. If eligibility exists, a Personal Care application will be completed and included in the appropriate plan as meeting part of the identified Activities of Daily Living (ADL) required to support need, and another section of the plan will be reduced by the Personal Care plan hours.

3. Billing and Payment Procedures

- a. Report expenditures by Individual for the actual dates of DD 151 Services.
 - (1) Use a DHS assigned billing code for each type of DD 151 Service.
 - (2) Use a DHS assigned Provider number.
 - (3) Reported expenditures cannot exceed the authorized plan monthly amount.

- b. Payment for the DD 151 Services will be made by DHS through the eXPRS Payment and Reporting System.
- c. Payment will be for the dates of DD 151 Service in the approved plan.
- d. Payment will be made on a fee for service basis after DHS has approved a Service Element Prior Authorization (SEPA).
- e. Settlement of the Agreement period will be based on the amount contracted in the SEPA, amount paid in PPA or Plan of Care, less the expended amount reported in CPMS for DD 151 Services prior to Plan of Care implementation and in claims submitted in eXPRS for DD 151 Services after Plan of Care implementation. If claims are filed 60 days after the Agreement end date, they will be calculated in the Settlement per OAR Chapter 407, Division 120.

4. **Forms**

- a. Child Annual Plan/ Family Support Plan
- b. Individual Support Plan (Child In-Home Services)
- c. Client Process Monitoring System (CPMS) Form

5. **Rules and Reference(s)**

- a. OAR Chapter 411, Division 320
- b. OAR Chapter 411, Division 308
- c. OAR Chapter 407, Division 120

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**2011-2013 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY
DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT C
SPECIAL TERMS AND CONDITIONS**

1. County Authorization of Client Services.

- a. County shall submit documentation to ODDS and draft a CPA prior to start of services for DD 51, DD 53 and DD54, except in a situation deemed to be a crisis as defined in OAR 411-320. ODDS RC and FACs require two weeks to review documentation and approve CPAs.
- b. County must submit a Client Prior Authorization in order for those Services identified in Exhibit B, Part 1, subsection c. of Section 2 and 3 below to be paid to DHS Providers by this Agreement.
- c. County shall submit ODDS required documentation for those Services identified in Exhibit B, Part 1, Section 2.b. to be authorized by County and paid directly to DHS Providers. Upon implementation of Plan of Care, County shall also submit a Plan of Care authorization within eXPRS.
- d. County shall follow current Service Element Standards and Procedures in establishing a Client Prior Authorization.
- e. County shall promptly end the CPAs on the date the client exits a Service or Services.

2. DHS Approval of County Authorized Services.

- a. Upon DHS review of County submitted documentation and CPA, DHS shall accept the Client Prior Authorization if there are no errors in or questions regarding the documentation for the Provider that has agreed to the placement, start and end dates and rate of the client.
- b. If DHS reviews and has questions or finds errors in the County submitted documentation, DHS shall work with County and any other valid parties to remedy the outstanding issues prior to County modifying and DHS accepting the CPA.
- c. DHS reserves the option, in its sole discretion, to approve CPAs retroactively, e.g. approving on May 1, Services that began April 1. Unless DHS accepts a CPA retroactively, DHS is not obligated to pay for Services performed before DHS accepts a CPA.
- d. DHS reserves the option, in its sole discretion, to require the County to terminate a plan or any element of a plan entered into Plan of Care upon determining that the Services were authorized outside of the requirements for that Service Element in either statute, OAR, DHS policy, this Agreement, or DHS Standards and Procedures.

**2011-2013 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY
DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT F
REQUIRED FEDERAL TERMS AND CONDITIONS**

General Applicability and Compliance. Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. 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 subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors 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 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 Work 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 subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in 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 subcontractors 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 DHS, United States Department of

Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors 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 subcontractors 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 itself.

declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors 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.

10. **Drug-Free Workplace.** County shall comply and require all subcontractors 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 DHS 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) days after such conviction; (v) Notify DHS within ten (10) 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 subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors 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 subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS 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; (x) Violation of any provision of this subsection may result in termination of this Agreement.
11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** 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 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 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 431.107(b)(4), and 42 CFR 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, contractors 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).
13. **Agency-based Voter Registration.** 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.
 - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom 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.
 - d. County shall make the disclosures required by this Section 14. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
15. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a county purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
 - a.



ADMINISTRATIVE SERVICES DIVISION
Office of Contracts and Procurement



John A. Kitzhaber, MD, Governor

250 Winter St NE, Room 306
Salem, OR 97301
Voice: (503) 945-5818
FAX: (503) 378-4324

DATE: July 17, 2014

TO: Silas Halloran-Steiner, Director
Yamhill County

RE: **Amendment #6 to the
2011-13 Intergovernmental Agreement for the Financing
of Community Developmental Disability Services Agreement #134297**

Enclosed is an amendment to the Agreement.

The instructions for processing this amendment are as follows:

- Open and print the electronic file containing the amendment for signature by the appropriate authorized County Official(s).
- Obtain the authorized signature(s) on the amendment and the "Document Return Statement".
- E-mail or Fax only the signature page of the amendment and the completed, signed "Document Return Statement" to **Geneva.F.Degner@state.or.us** or **503-378-4324**.

Following receipt by DHS of your signed amendment, DHS will route its copy of amendment to the official(s) who is/are authorized to execute the amendment. Once the amendment is signed DHS will scan the amendment and transmit to the appropriate County official.

If you have questions regarding this financial assistance award, please contact Renee Shippey, Developmental Disabilities Services, at (503) 945-9805 or Noemi Arismendez, Office of Contracts and Procurement, at (503) 945-6841.

Sincerely,

Noemi Arismendez, OPBC
Contracts Specialist

Attachment(s)

B.O. 1A-446