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**SIXTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173153**

This Sixth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Yamhill County** ("County").

RECITALS

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

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in **Attachment 1** attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. The Service Description, **A&D 65** "INTOXICATED DRIVER PROGRAM FUND (IDPF) set forth in Exhibit B-1, item #7, is hereby amended to read in its entirety as set forth in **Attachment 2** attached hereto and incorporated herein by this reference.
3. Exhibit B-1 of the Contract is hereby amended to add 39. Service ID Code **A&D 84**, "PROBLEM GAMBLING, CLIENT FINDING/REFERAL PATHWAYS OUTREACH SERVICES", in the form attached as **Attachment 3** hereto and incorporated herein by this reference.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

B.O. 23-132

- 5. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 7. 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.
- 8. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 535 NE Fifth St.

City, state, zip code: McMinnville, OR 97128

Email address: morenom@co.yamhill.or.us

Telephone: 503-474-4911 Facsimile: 503-434-7553

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

Workers' Compensation Insurance Company: SAIF

Policy #: 871736

Expiration Date: 7/01/23

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

9. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Yamhill County

By:

Lindsay Berschauer

Lindsay Berschauer

Authorized Signature

Printed Name

Chair

4.6.23

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

DocuSigned by:

Jon Collins

Jon Collins

34258332ECF346C

Authorized Signature

Printed Name

4/26/2023

Deputy Director Health System Division

Title

Date

Approved by: Director, OHA Health Systems Division

By:

DocuSigned by:

Shawna M McDermott

Shawna M McDermott

CD5AAD2369E64C3

Authorized Signature

Printed Name

4/26/2023

Interim Director, Health Systems Division

Title

Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

Accepted by Yamhill County Board of Commissioners on 4.6.23 by Board Order # B.O. 23-132.

**ATTACHMENT 1
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD# : A0105
 CONTRACT# : 173153 CONTRACTOR: YAMHILL COUNTY
 INPUT CHECKED BY: DATE CHECKED:

SEA	FUND	CODE	PRG#	PROVIDER	EFFECTIVE DATE	SLOT	CHANGE/TYPE	DATE	OPERATING DOLLARS	STARTUP PART DOLLARS	ABC	PART IV	DRGF CD	BASE	CLIENT CODE	SPR
FISCAL YEAR: 2022-2023																
68	037	-0-		YAMHILL COUNTY	1/1/2023 - 6/30/2023	0	/NA	09.00	\$4,500.00	\$0.00		C	1	Y		1
TOTAL FOR SE# 68									\$4,500.00	\$0.00						
TOTAL FOR 2022-2023									\$4,500.00	\$0.00						
TOTAL FOR A0105 173153									\$4,500.00	\$0.00						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: WASHILL COUNTY
DATE: 03/06/2023

Contract#: 173153
REF#: 009

REASON FOR FAAA (for information only):

Intoxicated Driver Program Fund (A&D 65 IDPF), funds are awarded.

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

A0105 1A) These funds are for DWII Education services for Veterans. B)
Funds are for A&D 65 services for invoices from 1/01/2023 to
6/30/2023.

ATTACHMENT 2

7. Service Name: **INTOXICATED DRIVER PROGRAM FUND (IDPF)**

Service ID Code: **A&D 65**

(1) **Service Description**

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (a) Eligible Services to Oregon residents who have been adjudicated in an Oregon court for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (b) Special Services provided for individuals adjudicated for DUII.

Definitions

- (a) “Eligible Individual” means an Oregon resident who:
 - i. Has a household income below 225% of the US Federal Poverty Guidelines as they are periodically updated at: <https://aspe.hhs.gov/poverty-guidelines>; and
 - ii. Is not eligible for Medicaid or is underinsured.
- (b) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (c) “Treatment” means medically necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.
- (d) “Underinsured” means a household with out-of-pocket medical expenses greater than 5% of the household’s annual income.
- (e) “Veteran” means an individual who has served in the Armed Forces or who the Veterans Administration has determined to be eligible for Veterans Administration benefits.

(2) **Performance Requirements**

- (a) Providers of Services paid through this Contract must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (b) DUII services providers paid through this Contract must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.
- (c) Providers of Services paid through this Contract must include sufficient information in the Individual’s service record to document eligibility in the event of an audit. Examples include but are not limited to:

- i. Proof of income
 - ii. Proof of household size
 - iii. Medicaid eligibility denial documentation
 - iv. Out-of-pocket medical expenses documentation.
- (d) Eligible Services are limited to:
- i. Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - ii. Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - iii. Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432; or
 - iv. Providing DUII Education services as outlined in OAR 309-019-0195 for veterans regardless of whether they are an Eligible Individual or not.
- (e) Special Services paid through this Contract are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
- i. Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or
 - ii. Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
 - iii. Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (f) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: <https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services.
- (g) DUII Education services for veterans will be reimbursed at the equivalent fee-for-service reimbursement rate using the Behavioral Health Fee Schedule.
- (h) For Special Services, OHA will make payments based on the Contractor's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, Contractor must obtain OHA's approval of the Special Services prior to incurring such costs.

(3) **Reporting Requirements**

See Exhibit E, 10.

(4) **Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

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

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

Invoice and required encounter data are due no later than 45 calendar days following the end of the subject quarter and must be submitted to HSD.Contracts@odhsoha.oregon.gov with the subject line - "Invoice, contract #(your contract number), contractor name", subject to the following:

- (a) Contractor shall use the Intoxicated Driver Program Fund (IDPF) SE-65 Invoice available at:
<https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>
- (b) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services. The Behavioral Health Fee Schedule is available at:
<https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>.
- (c) For Special Services, OHA will make payments based on the Contractor's actual cost. Contractor shall attach a copy of the bill or receipt for the Special Service provided.

Attachment 3

39. Service Name: **PROBLEM GAMBLING, CLIENT FINDING/REFERAL PATHWAYS OUTREACH SERVICES**
Service ID Code: **A&D 84**

(1) Service Description

(a) A&D 84 Services is defined as Specific Outreach with the primary purposes of getting problem gamblers and/or family members enrolled in Problem Gambling Outpatient Treatment Services (A&D 81 Services).

The specific A&D 84 Services that may be delivered with funds provided under this Agreement are as follows:

- i. Outreach aimed at increasing the number of Individuals receiving outpatient treatment services;
- ii. Targets a specific vulnerable population;
- iii. Repeated contact and the development of a relationship with another professional provider; and
- iv. Increasing the number of Individuals that are referred to County or sub-contractor and admitted to services in problem gambling treatment programs.

(b) A&D 84 - Services may be delivered by problem gambling treatment or prevention professionals or subcontracted to community entities through an organization specializing in problem gambling treatment and prevention.

(2) Performance Requirements

(a) County shall designate a Problem Gambling, Client Finding/Referral Pathways Outreach specialist, who shall be responsible for:

- i. Development and implementation of Annual Problem Gambling, Client Finding/Referral Pathway Outreach Strategic Plan.
- ii. Overseeing and coordinating A&D 84 Services provided in the County; and
- iii. Preparing the quarterly reports as described in the “Special Reporting Requirements” section below.

(b) County shall provide problem gambling community outreach efforts to a population in either phase 2, 3, or 4 defined within the OHA PGS GBIRT and Referral Pathways Implementation Toolkit. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. This should include training of professionals on engagement, education, screening, identification and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model.

(3) **Special Reporting Requirements**

- (a) County shall prepare and electronically submit, to pgs.support@dhsoha.state.or.us and HSD.Contracts@odhsoha.oregon.gov, written quarterly reports on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject quarter with respect to Services provided in the prior quarter. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.

Each report shall provide the following information:

- i. Description of results in achieving the goals and outcomes set forth in the Annual Problem Gambling, Client Finding/Referral Pathways Outreach Strategic Plan.
 - ii. Description of the activities, appraisal of activities, and expenses during the preceding quarter in providing A&D 84 Services.
- (b) County shall notify OHA Problem Gambling staff within 10 business days of any changes related to designated Problem Gambling A&D 84 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us

(4) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

County shall not expense greater than six (6) percent of total allocation for administrative overhead and indirect cost.

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

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

In addition:

Providers of A&D 84 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.