

**POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** February 22, 2023  
**TIME:** 9:00 a.m.  
**PLACE:** Polk County Courthouse, Dallas, Oregon

**THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.**

**PAGE:** **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
  - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.**
- 3. COMMENTS (for items not on this agenda)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM February 15, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. PUBLIC SAFETY OPERATING LEVY – RE-AUTHORIZATION & RESOLUTION 23-03 – Greg Hansen**
- 8. RECLASSIFICATION OF AN EMPLOYEE – Matt Hawkins**

**CONSENT CALENDAR**

- (a) Polk County Contract No. 23-23, Oregon Health Authority  
(Rosana Warren, Behavioral Health)**
- (b) Polk County Contract No. 23-24, Oregon Health Authority  
(Rosana Warren, Behavioral Health)**
- (c) Polk County Contract No. 23-26, IGA Among Linn, Marion, Polk and Yamhill Counties  
Governing the Mid-Willamette Jobs Council  
(Morgan Smith, County Counsel)**
- (d) Re-Appointment Letter for the West Valley Housing Authority, Jackie Jameson  
(Nicole Pineda, Executive Assistant to BOC)**

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION  
PURSUANT TO ORS 192.660.**

**ADJOURNMENT**

**POLK COUNTY BOARD OF COMMISSIONERS**  
**MINUTES February 15, 2023**

**1. CALL TO ORDER & ATTENDANCE**

At 9:04 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Pope and Commissioner Mordhorst were present.

Staff present: Greg Hansen, Administrative Officer  
Morgan Smith, County Counsel  
Matt Hawkins, Administrative Services Director

**2. ANNOUNCEMENTS**

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Polk County Board of Commissioners will be meeting with Congresswoman Andrea Salinas on February 21, 2023 at 1pm located in the small conference room in the Board of Commissioners Office.

**3. COMMENTS**

None.

**4. APPROVAL OF AGENDA**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE AGENDA.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**5. APPROVAL OF MINUTES OF BOARD MEETING OF February 15, 2023**

**MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF February 15, 2023.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**6. APPROVAL OF CONSENT CALENDAR**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE CONSENT CALENDAR.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**7. RECLASSIFICATION OF AN EMPLOYEE**

Matt Hawkins, Admin Services Director, is recommending the reclassification of an employee from a GIS Cartographer to the Lead GIS Cartographer. Should the reclassification be approved it would be effective March 1, 2023 and would have an impact on the FY22-23 budget of approximately \$5500.00 including PERS contributions should it be for 12 months.

**APPROVED BY CONSENSUS OF THE BOARD.**

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- a) Polk County Contract No. 23-19, Polk County Community Preparedness IGA  
(Dean Bender, Emergency Management Manager)
- b) Polk County Order No. 23-05, West Valley Housing Authority Appointment  
(Morgan Smith, County Counsel)

There was no need for an executive session and the meeting ended at 9:06 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

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Jeremy Gordon, Chair

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Craig Pope, Commissioner

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Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda  
Approved: February 22, 2023



# POLK COUNTY

POLK COUNTY COURTHOUSE \* DALLAS, OREGON 97338-3177  
(503) 623-8173 \* FAX (503) 623-0896

## BOARD OF COMMISSIONERS

Commissioners  
**CRAIG A. POPE**  
**JEREMY GORDON**  
**LYLER MORDHORST**

**GREGORY P. HANSEN**  
Administrative Officer

**TO: BOARD OF COMMISSIONERS**

**FROM: GREG HANSEN, ADMIN. OFFICER**

**DATE: FEBRUARY 14, 2023**

**SUBJECT: PUBLIC SAFETY OPERATING LEVY – RE-AUTHORIZATION**

### RECOMMENDATION:

The Polk County Board of Commissioners approve Resolution 23-03 which sets the following:

1. To place a Local Option Tax (operating levy) measure on the ballot for the May 16, 2023, general election to re-authorize the 2019 public safety levy in Polk County.
2. A local option tax (operating levy) in an amount not to exceed \$0.495/\$1,000 assessed value for the duration of five (5) years.
3. As part of the measure, the County would eliminate the final year of the 2019 voter approved public safety operating levy.

### ISSUE:

Should the County Board of Commissioners consider placing on the ballot a measure to re-authorize the public safety operating levy for the May election of 2023?

### BACKGROUND:

In 2015, the County asked the citizens to approve a 5-year, \$0.45/\$1,000 of assessed value operating levy to address public safety needs. The levy passed 56.38% to 43.62% with all but three precincts passing.

In 2019, the County was successful in re-authorizing the Public Safety levy for an additional five (5) years at a rate of \$0.425/\$1,000. We re-authorize that levy one year early to protect our initial investment in personnel that was established in the initial Public Safety levy.

As the current levy nears the end, it is time for the County to consider moving forward with a ballot measure to re-authorize a third levy to maintain our current Public Safety system.

### QUESTIONS:

There will be some questions centered on the re-authorization. The following are some of the most likely asked questions:

1. **Why are we seeking re-authorization of the Public Safety levy?** At the time of initial approval in 2015, it was stated more than once that to maintain this level of service in the future, a continued re-authorization of the levy would be necessary. As a result, we went before the voters to re-authorize the levy in 2019. The County was successful in that effort and re-authorized the levy for an additional 5 years. It is now time again to consider a second re-authorization to maintain services.
2. **Why re-authorize a year early?** Re-authorizing in May of 2023 provides a guarantee in continuity of services. Waiting until the final year of the levy to re-authorize could cause the loss of employees due to the uncertainty of funding. Also, a major investment was made in the initial levy to hire and train law enforcement officers (approximately \$2,400,000) and failing to re-authorize could jeopardize that initial investment.
3. **What would the tax rate be?** At first glance, I would propose a tax rate of \$0.495/\$1,000. This amount would generate approximately \$3.83 million in the initial year of the new proposed levy. This tax amount would allow the County to maintain the existing staffing from the current operating levy. The increase of 7 cents over the existing levy is due to the cost associated with employees and operations.
4. **How many years would the levy be?** The recommended duration of the levy is 5 years. A levy of this length would last through fiscal year 2027-28.
5. **When would we hold the election?** The earliest we could get an Operating Levy on the ballot would be the May of 2023 election. A May election, if successful would allow the County to levy taxes in November of 2023. If approved, the re-authorization will eliminate the final year of the 2019 levy.

## **ALTERNATIVE:**

The following are alternatives to consider:

1. Do nothing this upcoming May and re-authorize in November 2023 and/or May of 2024. This would maintain the final year of the existing 2019 levy and gives the County less opportunity to re-authorize a successor levy if needed.
2. Go forward with a May 2023 election, but change the amount of the levy that we are seeking re-authorization. Since this levy is pretty much staff driven increasing associated employees funded by the levy would increase the amount of the levy and decreasing the amount of employees would allow you to decrease the proposed levy amount.
3. Not seek another operating levy and live within existing funding. This option would require cuts in all programs throughout the General Fund including those programs receiving a General Fund transfer. Not recommended.

## **FISCAL IMPACT:**

The revenue generated with an operating levy is dependent upon the amount of the tax rate. A tax rate of \$0.495/\$1,000 would generate approximately \$3,835,000 and allow the County to maintain the existing staffing from the existing levy.

As estimated by the County the \$0.495/\$1,000 local option tax will generate in the initial year \$3,835,000, \$3,989,000 in 2024, \$4,148,000 in 2025, \$4,314,000 in 2026, and in the final year \$4,487,000 in 2027.

1  
2  
3 **BEFORE THE BOARD OF COMMISSIONERS**  
4 **FOR POLK COUNTY, OREGON**  
5

6 In the matter of calling a Measure Election )  
7 to submit a local option tax )  
8 (public safety operating levy) measure )  
9 to the voters of the County to re-authorize )  
10 funding for public safety needs within )  
11 Polk County )  
12

13 **RESOLUTION NO. 23-03**  
14

15 **WHEREAS**, the Polk County Board of Commissioners desires to submit a local option tax (public safety  
16 operating levy) measure to the voters of the County to re-authorize funding for public safety needs; and  
17

18 **WHEREAS**, Polk County Board of Commissioners conducted a public hearing on February 8, 2023 regarding the  
19 topic of the public safety levy. The hearing was properly published and the hearings were held and testimony was heard,  
20 and that pursuant to provisions of ORS 280.060, the Board has the authority to impose a five-year local option tax in an  
21 amount not to exceed \$0.495/\$1,000 assessed value upon authorization by the majority of the legal voters of Polk County  
22 voting in the May 16, 2023, General Election, and that the Board finds that it would be in the best interests of the people of  
23 Polk County to proceed immediately to place this matter on the General Election Ballot;  
24

25 **NOW, THEREFORE, IT IS HEREBY RESOLVED:**  
26

27 Section 1. That a measure election is hereby called to submit to the voters the ballot measure attached to this  
28 Resolution as Exhibit "A." This ballot measure is for a five year local option tax for the purpose of re-authorizing funding  
29 to the County's public safety departments. The estimated outlay is included in the attached Exhibit.  
30

31 Section 2. That the measure election shall be held in the County on Tuesday, May 16, 2023. As authorized by the  
32 County Clerk of Polk County, Oregon and the Oregon Secretary of State, the election shall be conducted by mail as  
33 provided by law.  
34

35 Section 3. That the County directs that there shall be delivered to the elections officer of Polk County, Oregon not  
36 later than February 24, 2023 a Notice of Measure Election in substantially the form attached hereto, which by this  
37 reference is incorporated herein by County staff and for staff to complete any other necessary paperwork to place the above  
38 referenced local option tax upon the May 16, 2023 ballot.  
39

40 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at Dallas, Oregon.  
41

42 **POLK COUNTY BOARD OF COMMISSIONERS**  
43  
44

45 \_\_\_\_\_  
46 Jeremy Gordon, Chair  
47

48  
49 Approved as to Form:

50 \_\_\_\_\_  
51 Lyle Mordhorst, Commissioner  
52

53 \_\_\_\_\_  
54 Morgan Smith  
County Counsel

\_\_\_\_\_

**Exhibit A**

**NOTICE OF LOCAL OPTION TAX  
POLK COUNTY, OREGON**

Notice is hereby given on Wednesday, February 8, 2023, that a measure election will be held in Polk County, Oregon on Tuesday, May 16, 2023.

The following shall be the ballot title of the measure to be submitted to the county's voters.

CAPTION: (10 words)

**POLK COUNTY PUBLIC SAFETY  
LOCAL OPTION TAX RE-AUTHORIZATION**

QUESTION: (20 words)

**Shall Polk County re-authorize a five-year Public Safety local option tax of up to \$0.495/\$1,000 assessed value beginning 2023?**

This measure may cause property taxes to increase more than three percent.

SUMMARY: (175 words)

This measure re-authorizes Polk County to levy a five (5) year local option tax of up to \$0.495/\$1,000 assessed value beginning in 2023 for the purpose of providing funding to Public Safety (Sheriff-Patrol, Sheriff-Jail, District Attorney-Prosecution, Juvenile Detention, Court Security, and Community Service).

This re-authorization will be the second re-authorization of the original 2015 Public Safety Levy which re-established basic public safety service levels that primarily included 24 hour Sheriff's Patrol staffing and additional District Attorney Prosecution.

This re-authorization will eliminate the final year of the existing 2019 Public Safety Levy to ensure continuity of service by providing an additional five (5) years of funding, while increasing the levy amount from the current \$0.425/\$1,000 to \$0.495/\$1,000.

The re-authorization of this measure will impact a property with an Assessed Value of \$250,000 (not Real Market Value) by increasing your current property taxes from \$106.75 to a new amount of \$123.75, which has a net increase of taxes in the amount of \$17.50.

The \$0.495/\$1,000 local option tax will generate \$3,835,000 in 2023, \$3,989,000 in 2024, \$4,148,000 in 2025, \$4,314,000 in 2026, and \$4,487,000 in 2027 for a total of \$20,773,000. The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the County Assessor at the time of estimate and may reflect the impact of early payment discounts, compression, and the collection rate.

# Request for Ballot Title

## Preparation or Publication of Notice

**SEL 805**rev 08/21  
OAR 165-014-0005

No later than the **81<sup>st</sup> day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

### Filing Information

**Election Date**

May 16, 2023

**Authorized Official**

Gregory P. Hansen

**Contact Phone**

503-623-8173

**Email Address**

hansen.greg@co.polk.or.us

### Referral Information

**Title, Number or other Identifier**

Polk County Public Safety Local Option Tax Re-authorization

**This Filing is For**☐ Drafting of Ballot Title Attach referral text.☒ Publication of Notice Ballot title below.

### Ballot Title Additional requirements may apply

**Caption** 10 words which reasonably identifies the subject of the measure.

POLK COUNTY PUBLIC SAFETY LOCAL OPTION TAX RE-AUTHORIZATION

**Question** 20 words which plainly phrases the chief purpose of the measure.

Shall Polk County re-authorize a five-year Public Safety local option tax of up to \$0.495/\$1,000 assessed value beginning 2023?

**Summary** 175 words which concisely and impartially summarizes the measure and its major effect.

This measure re-authorizes Polk County to levy a five (5) year local option tax of up to \$0.495/\$1,000 assessed value beginning in 2023 for the purpose of providing funding to Public Safety (Sheriff-Patrol, Sheriff-Jail, District Attorney-Prosecution, Juvenile Detention, Court Security, and Community Service).

This re-authorization will be the second re-authorization of the original 2015 Public Safety Levy which re-established basic public safety service levels that primarily included 24 hour Sheriff 's Patrol staffing and additional District Attorney Prosecution.

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*By signing this document:*

→ I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.

**Signature****Date Signed**





## HUMAN RESOURCES

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3174  
(503) 623-1888 ★ FAX (503) 623-1889

### MEMORANDUM

**TO:** Board of Commissioners  
**FROM:** Matt Hawkins, Admin. Services Director  
**DATE:** February 10, 2023  
**SUBJECT:** Reclassification of an Accounting Technician I

**Wednesday – February 22, 2023 (5 minutes)**

#### **RECOMMENDATION:**

The Board of Commissioners approve the reclassification of an Accounting Technician I.

#### **ISSUE:**

Shall the Board approve the reclassifications?

#### **DISCUSSION:**

It is recommended that Katrina Hanson in the Finance Department be reclassified from an Accounting Technician I to the Chief Finance Clerk. Katrina has been working out of class in this position for a few months in anticipation of Kay LeRoy's retirement. Kay was able to train Katrina prior to retiring and Katrina has been acting in the role we wish to now reclassify her into for some time now.

Katrina is currently at step 2 of the Accounting Technician I position which is \$3,616. If the reclassification is approved she will move to step 1 of the Chief Finance Clerk position which is \$4,445.

Should the reclassification be approved it would be effective March 1, 2023.

#### **FISCAL IMPACT:**

This reclassification will have an impact on the budget for FY 22-23 of approximately \$13,000 including PERS contribution should it be for 12 months. However, there will actually be a savings in this department due to Kay's retirement and the fact that Katrina has already been working out of class.



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: February 22, 2023  
Contractor Name: Oregon Health Authority  
Address: 635 Capitol St NE Suite 350  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: January 01, 2023 Through: June 30, 2023  
Contract Amount: \$1,712,708.93

## Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This contract is an amendment to the initial award from the state IGA 173147. The award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

## Discussion:

Amendment 6 extends the 2022 (CY) agreement another 6 months. Please note some funds have been duplicated by error (SE 26A and SE 35A) and will be removed in a future amendment.

## Fiscal Impact:

The total amount of this agreement is \$1,712,708.93 for fiscal year 2023. The 2022-23 Behavioral Health budget was prepared in anticipation of this funding. The agreement will be modified throughout the year and a budget resolution may be needed at a later date.

## Recommendation:

It is recommended that Polk County sign amendment 6 to IGA 173147 with the Oregon Health Authority.

## Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us  
Name: Chrissy Thomson E-mail: thomson.chrissy@co.polk.or.us  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_



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

## SIXTH AMENDMENT TO OREGON HEALTH AUTHORITY 2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173147

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 **Polk County** ("County").

### RECITALS

WHEREAS, OHA and County wish to extend the Financial Assistance Award through June 30, 2023 and amend the Agreement as follows.

### AGREEMENT

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or December 31, 2022 whichever date is later per the authority under OAR 125-247-0288, and shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit C, "Financial Assistance Award".  
Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.  
**All references to the expiration date of December 31, 2022 in this Agreement shall be amended to June 30, 2023.**
2. **Exhibit A "DEFINITIONS" Section 30 "Service(s)"** is hereby amended to change the Service name for MHS25 as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
  30. **"Service(s)" or "Service Element(s)"** means any one of the following services or group of related services as described in Exhibit B-1, "Service Descriptions," in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," as amended from time to time, are subject to this Agreement.

<b>Service Name</b>	<b>Service Code</b>
System Management and Coordination – Addiction Treatment, Recovery, & Prevention Services	A&D 03
Start-Up – Addiction Treatment, Recovery, & Prevention Services	A&D 60
Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment	A&D 62
Peer Delivered Services – Addiction Treatment, Recovery, & Prevention Services	A&D 63
Housing Assistance – Addiction Treatment, Recovery, & Prevention Services	A&D 64
Intoxicated Driver Program Fund (IDPF)	A&D 65
Community Behavioral and Addiction Treatment, Recovery, & Prevention Services	A&D 66
Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity	A&D 67
Youth Addiction, Recovery, & Prevention Residential Treatment Services	A&D 71
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Problem Gambling Respite Treatment Services	A&D 83
System Management and Coordination – Community Mental Health	MHS 01
Aid and Assist Client Services	MHS 04
Assertive Community Treatment Services	MHS 05
Crisis Transition Services (CATS)	MHS 08
Jail Diversion	MHS 09
Mental Health Promotion and Prevention Services	MHS 10
Rental Assistance Program Services	MHS 12
School-Based Mental Health Services	MHS 13
Young Adult Hub Programs (YAHP)	MHS 15
Non-OHP Community and Residential Assistance	MHS 17
Non-Residential Community Mental Health Services For Adults, Children and Youth	MHS 20
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
<del>Community Mental Health Crisis Services For Adults and Children</del> <b>Mobile Crisis Intervention Services</b>	MHS 25
Non-Residential Community Mental Health Services For Youth and Young Adults In Transition	MHS 26
Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Community Mental Health Treatment Services For Adults	MHS 28

<b>Service Name</b>	<b>Service Code</b>
Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board	MHS 30
Enhanced Care And Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older or Disabled Adult Community Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services (PASARR)	MHS 36
Start-Up – Community Mental Health Services	MHS 37
Supported Employment Services	MHS 38
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

3. **Exhibit A “DEFINITIONS” Section 32 “Specialized Service Requirement”** is hereby amended to add a new Service Element MHS25A as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

32. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2, “Specialized Service Requirements,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

<b><u>Specialized Service Requirement Name</u></b>	<b><u>Specialized Service Requirement Code</u></b>
Veterans Peer Delivered Services	MHS 16A
<b><u>Stabilization Services for Children and Their Families</u></b>	<b><u>MHS 25A</u></b>
Early Assessment and Support Alliance (EASA)	MHS 26A
Secure Residential Treatment Facility	MHS 28A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

4. **Exhibit B-1** of the Agreement is hereby amended as described in **Attachment 1** to replace the Service Requirement for MHS 25 for Mobile Crisis Intervention Services, in the form attached hereto and incorporated herein by this reference.
5. **Exhibit B-2** of the Agreement is hereby amended as described in **Attachment 2** to add the Specialized Service Requirement MHS 25A for Stabilization Services for Children and Their Families, in the form attached hereto and incorporated herein by this reference.
6. The financial and service information in the Financial Assistance Award are hereby amended as described in **Attachment 3** attached hereto and incorporated herein by this reference. Attachment 2 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.

7. **Exhibit C “Financial Assistance Award” Section 1. b. “Financial and Service Information”** is hereby amended to add funding sources “331” and “341” as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**b. Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit F, “General Terms and Conditions,” section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:

- (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
- (2) **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD’s financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:
  - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
  - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds
  - (c) **331 Mental Health Block Grant – ARPA – Federal Funds**
  - (d) **341 Mental Health Block Grant – COVID – Federal Funds**
  - (e) 401 Mental Health Marijuana Tax – Other Funds
  - (f) 402 Cares Act Coronavirus Relief Fund– Federal Funds
  - (g) 406 Tobacco Tax New Investments – Other Funds
  - (h) 411 Tobacco Master Settlement Account – Other Funds
  - (i) 420 Beer and Wine Tax (20%) – Other Funds
  - (j) 421 Beer and Wine Tax (40%) Treatment – Other Funds
  - (k) 424 Intoxicated Driver Program Fund Outpatient – Other Funds
  - (l) 426 Criminal Fines Assessment Prevention – Other Funds
  - (m) 427 Marijuana Tax (20%) – Other Funds
  - (n) 428 Ballot Measure 110 – State Funds
  - (o) 450 Marijuana Tax (40%) – Other Funds
  - (p) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
  - (q) 560 State Opioid Response – Federal Funds

- (r) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (s) 804 Mental Health – General Funds
- (t) 806 Mental Health New Investments – General Funds
- (u) 807 Alcohol and Drug Treatment – General Funds
- (v) 810 Behavioral Health Planning Grants – General Funds
- (w) 811 Aid & Assist - General Funds
- (x) 887 Veterans Behavioral Health Lottery Dollars – Lottery Funds
- (y) 888 Gambling Treatment – Lottery Funds
- (z) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (aa) DDX Standard Fund Splits – Uses multiple fund types by percentage
- (bb) SBD Standard Fund Splits – Uses multiple fund types by percentage
- (cc) SBT Standard Fund Splits – Uses multiple fund types by percentage
- (dd) SDX Standard Fund Splits – Uses multiple fund types by percentage
- (ee) STD Standard Fund Splits – Uses multiple fund types by percentage

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

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment. Changes to the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” Section 18., “Notice.” County shall have 30 calendar days to request OHA replace the Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.

8. The email address referenced throughout this Agreement for the Contract Administrator is amended to read as follows:

[HSD.Contracts@odhsoha.oregon.gov](mailto:HSD.Contracts@odhsoha.oregon.gov)

9. **Exhibit E. Section 1.** is hereby amended as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. **County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2019-2020 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2018-2019 Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2022-~~2023~~ financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for calendar year 2021. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.

10. **Exhibit G. Section 8. c.** is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

OHA and County agree that this Agreement extends to ~~March 31, 2023~~, **September 30, 2023**, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, “Financial Assistance Award”) for Services performed, or not performed, by County during the 2022 calendar year ~~and the first six months of 2023~~, **and prior to July 1, 2023**. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after ~~December 30, 2023~~ **June 30, 2023**.

11. **Exhibit I Section 5. “Compliance with Law”** is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H “Required Federal Terms and Conditions,” to the certain 2022-**June 30, 2023** Intergovernmental Agreement for the Financing of



Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of \_\_\_\_\_, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

12. **Exhibit J. “Provider Insurance requirements” Sections 2, 3 and 4** are hereby amended to add MHS25A as follows; language to be deleted or replaced is struck through; new language is **underlined and bold**.

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

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

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

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

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

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

**Bodily Injury, Death and Property Damage:**

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

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

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

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

**Bodily Injury, Death and Property Damage:**

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

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

- 13.** Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 14.** 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.
- 15.** Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 16.** 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.

**17. Signatures.**

**Polk County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved for Legal Sufficiency:

Approved by **Joseph M. Callahan**, Assistant Attorney General, on December 30, 2022; e-mail in contract file.

## Attachment 1

### 27. Service Name: **MOBILE CRISIS INTERVENTION SERVICES**

Service ID Code: **MHS 25**

**a. Service Description**

Overview: Mobile Crisis Intervention Services (MCIS) shall be delivered in person, by the County through its' Community Mental Health Programs (CMHP), to any individual experiencing a behavioral health crisis, regardless of insurance type. Services shall be provided to individuals in community-based settings, 24 hours a day, seven days a week, every day of the year. MCIS shall be provided at a minimum, by a two-person multidisciplinary team. Mobile Crisis Intervention Teams (MCIT) shall work directly with the 988 call centers, county crisis lines, or any other crisis line to create policies and procedures for dispatch of the MCIT.

MCIT shall be trained in crisis response and shall receive developmentally, culturally, and linguistically appropriate trainings to meet the needs of the community that are delivered in accordance with trauma informed principles.

MCIT will work with the individual in crisis and their family, when applicable, to address and de-escalate the current crisis. MCIT will at a minimum attempt to screen each individual for risk of harm to self and others and work with the individual to identify additional services and supports to meet the needs of the individual in crisis and actively connect the individual directly to services and supports whenever possible.

**b. Purpose**

The goal of MCIS is to provide a community-based alternative to individuals experiencing a behavioral health crisis, that does not include law enforcement. MCIS are provided in the community at times and locations that are convenient to the individual and their family. Services and supports are provided by staff trained in crisis response, in a trauma-informed manner. Individuals can receive the services and supports that they need in a timely manner. MCIS is focused on early intervention and crisis de-escalation, with a focus on diverting unnecessary trips to the emergency department, hospitalizations, child welfare involvement, juvenile justice or arrests, and providing services and supports to the individual in the least restrictive environment necessary.

**c. Standards**

All MCITs shall provide services and supports in accordance with OAR 309-072-0100 to 309-072-0160.

- (1) All providers must operate in compliance with these rules. These rules create minimum service delivery standards for services and supports delivered by providers certified by the Health Systems Division (HSD) of the Oregon Health Authority (OHA). Community Mental Health Programs (CMHP) shall continuously offer all services and supports as described within these rules.
- (2) If a County has one of the Nine Federally Recognized Tribes of Oregon in their service area, County shall collaborate with the tribe(s) to provide MCIS and stabilization services through a MOU if the tribe wishes to enter into such agreement.

- (3) County will work with non-County providers interested in providing MCIS, in their service area. Non-Counties shall initiate the Memorandum of Understanding (MOU) process with the applicable County in their service area.
  - (4) When providing in person services to an individual or family in crisis, program staff who have not completed all the required trainings in 309-072-0120 (3) shall be:
    - A. Accompanied by a trained staff who has completed all the trainings listed in OAR 309-072-0120 (3); and
    - B. Working under the supervision of a Qualified Mental Health Provider (QMHP).
  - (5) MCIT shall require equitable access to services, particularly for individuals and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, gender, gender identity or presentation, sexual orientation, socioeconomic status, insurance status, citizenship status, or religion.
  - (6) MCIT shall be dispatched when requested by 988 call centers in collaboration with the County. Prior to arrival on scene, there shall be ongoing determination of the MCIT's safety.
  - (7) County shall maintain and implement written policies and protocols, Letters of Agreement, or MOU for MCIT with 988 call centers, and other crisis call centers detailing how individuals in crisis will be monitored until a MCIT reaches the location of an individual or family in crisis.
  - (8) In accordance with 309-072-0140, MCIT shall attempt, and document the attempt, to collect information during transit to the location of crisis, or when appropriate, either directly from the individual in crisis or from a 988 call center, county crisis lines, or any other crisis line that requested for the individual or family in crisis.
  - (9) All providers shall develop and implement a structured and ongoing process to assess, monitor, and improve the quality and effectiveness of services provided to individuals and their families.
  - (10) MCIT services shall be provided at a minimum, by a two-person multidisciplinary team, and a QMHP who is available in accordance with OAR 309-072-0140 (4), when they are not part of the 2-person initial response.
  - (11) MCIT shall maintain and implement written policies and protocols to request law enforcement presence or co-response at the location of response when appropriate.
  - (12) County is responsible for requiring that a trained professional will be available to conduct a Director's Custody Hold per OAR 309-033-0230 (2)(b).  
The provider shall work collaboratively with individuals and families to provide required connection to follow-up services and supports.
  - (13) The provider shall attempt to follow-up with the individuals and families within 72 hours after the initial contact.
  - (14) Crisis line services shall be provided in accordance with OAR 309-019-0300.
  - (15) County will contact OHA, as soon as possible, upon identification, when there are known Service Elements or OARs that are not being met. A Plan of Action must be submitted, in writing to OHA, which outlines the steps to be taken to address the areas of concern and includes a timeline for resolution.
- d.** In the event of a Disaster Declaration: provide disaster response, crisis counseling services to include:
- (1) Responding to local disaster events by:

- A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other “first-responders”; disaster relief shelters; and the community-at-large.
- B. Coordinating crisis counseling services with County Emergency Operations Manager (CEOM); and providing crisis counseling and stress management services to Emergency Operations Center staff according to agreements established between the County and CEOM.

- (2) Assisting County’s in the provision of these services as part of a mutual aid agreement; and
- (3) For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Agreement for these services.

e. **Performance Requirements**

- (1) County shall maintain a Certificate of Approval for MCIS OAR 309, Division 008 (309-008-0100 – 309-008-1600) Health Treatment Services OAR 309, Division 008 (309-008-0100 – 309-008-1600) Certification of Behavioral Health Treatment Services AR 309, Division 008 (309-008-0100 – 309-008-1600) Certification of Behavioral Health Treatment Services.
- (2) County shall comply with OAR 309-072-0100 to 309-072-0160 as such rules may be revised from time to time.

f. **Special Reporting Requirements**

- a. County shall be responsible for collecting and submitting the following:
  - (1) Name;
  - (2) DOB;
  - (3) Race, Ethnicity, Language, and Disability (REALD);
  - (4) Sexual Orientation and Gender Identity (SOGI);
  - (5) Insurance;
  - (6) Presenting problem, as demonstrated through the individual’s current behaviors;
  - (7) Location of individual needing services;
  - (8) Individual’s history of violence;
  - (9) Individual’s history of addiction;
  - (10) Reported presence of weapons;
  - (11) Time and duration of response;
  - (12) Time dispatch request received, dispatch time;
  - (13) Dispatch time, arrival time;
  - (14) Dispatch time, face-to-face contact;
  - (15) Time of arrival on scene, time of departure from scene;
  - (16) Number of cases resolved within 72 hours;
  - (17) Language Requested/Language Provided;
  - (18) Point of origin for mobile crisis dispatch request (County’s, 988, 911, Hospitals, Request from Law Enforcement (LE) or Emergency Medical Services (EMS));
  - (19) Follow up services offered after mobile crisis response;
  - (20) Whether crisis was resolved in the community within 72 hours;
  - (21) Whether crisis was resolved on site;
  - (22) Types of screening, assessment, and diagnostic services;
  - (23) Whether individual required a higher level of care (Emergency Department/Hospital, Crisis Walk-In Clinic/Urgent Care, Inpatient Psychiatric Hospitalization (admission), Subacute, Crisis Respite, Detox Services, Sobering

Services, Substance Use Disorder (SUD) Treatment Facility, Secured Residential Treatment Facility (SRTF) [Adult Only], Psychiatric Residential Treatment Facility (PRTF), (Mobile Response and Stabilization Services (MRSS), Psychiatric Day Treatment Services (PDTS) [MRSS Only], Intensive Behavioral Health Treatment (IBHT) [MRSS Only], Intensive Supports and Services (IOSS) [MRSS Only], or Other);

- (24) Whether mobile crisis intervention involved transport to higher level of care;
- (25) Whether individuals/families were offered Peer Support services;
- (26) Whether individuals/families accepted Peer Support Services;
- (27) If individual was determined to require Director's Custody Hold;
- (28) Whether law enforcement co-response was requested, if any;
- (29) Disposition of individual in crisis (either Emergency Department, Jail, Community, Higher Level of Care); and
- (30) See Service Element 25A for data collection related to stabilization services.

- b. County must collect and submit Key Performance Indicator (KPI) data in accordance with the OHA approved data collection process monthly.
- (3) County agrees to work directly with OHA approved contractor to submit the required KPI data in a timely manner. The OHA approved contractor is responsible for analyzing the provided data and developing quarterly reports.
- (4) County is responsible for reviewing and approving the quarterly reports generated by the OHA approved contractor.
- (5) OHA approved contractor shall submit the quarterly report to OHA via HSD.Contracts@odhsoha.oregon.gov, on behalf of the County, no later than 45 calendar days following the end of each quarter.

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

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



## Attachment 2

1. Service Name: **MOBILE CRISIS INTERVENTION SERVICES**  
 Service ID Code: **MHS 25A**

Specialized Service: **STABILIZATION SERVICES FOR CHILDREN AND THEIR FAMILIES**

Service ID Code: **MHS 25A**

**(1) Service Description (exceeding Section 1, MHS 25)**

**(a) Overview:**

County, through its Community Mental Health Programs (CMHP) shall require that stabilization services are available for eligible children (Birth through 20 years of age) and their families for up to 56 calendar days, following the initial crisis response, in accordance with OAR 309-072-0100 to 309-072-0160. This model of care is based on a national crisis response model for children, and known as Mobile Response and Stabilization Services (MRSS). Stabilization services are outlined in MHS 25A and are required. MHS 25A will replace the former MHS 08 Crisis and Transition Services (CATS).

Stabilization services for children and their families are outlined in OAR 309-072-0160 and are available to eligible children and their families regardless of insurance status.

When a provider responds to a child and family in crisis, they will work in partnership with the child and their families, to de-escalate the current crisis and connect the family to needed resources. In some cases, the provider may determine, in partnership with the child and family, that they may benefit from immediate access to stabilization services and supports to assist the family while waiting for longer term ongoing services to be available.

Stabilization services are meant to be a short-term intervention that provides bridge services that may include brief individual or family therapy, skills training, family and youth peer support services and medication management while also helping the family access the appropriate community-based service and supports.

Each family enrolled is offered rapid access to a Qualified Mental Health Professional (QMHP) and Family Support Specialist who work directly with the child and their family to create a service plan with short term goals and objectives to meet the unique needs of the family, stabilize behavioral health needs; and improve functioning in life domains while establishing and transitioning care to longer term services and supports.

**(b) Purpose** (exceeding Section 1, MHS 25)

**i. Standards**

- A.** County shall provide Mobile Crisis Intervention Services (MCIS) in accordance with Service Element MHS 25 and OAR 309-072-0100 to 309-072-0150.
- B.** County shall provide stabilization services in accordance with Service Element MHS 25A and OAR 309-072-0160.

- C.** County shall require that all providers responding to children ages Birth through 20 years of age) and their families have received specialized training in working with children and their families as outlined in OAR 309-072-0120.
- D.** County shall provide stabilization services to eligible children (ages 0-20) and their families regardless of their insurance status in accordance with OAR 309-072-0160.
- E.** County shall require that a QMHP is available to conduct an assessment and service plan in accordance with OAR 309-019-0135 and 309-019-0140, prior to the start of stabilization services.
- F.** County is responsible for requiring that a QMHP and a Family Support Specialist are offered to all children and their families receiving stabilization services. County shall notify OHA, upon determination that;
  - I.** Positions are vacant or unavailable to children and their families enrolled in services.
  - II.** Stabilization services are disrupted or unavailable to the community.
- G.** Providers shall collaborate with their local emergency departments and/or crisis clinics to establish pathways and timelines for responding to children being referred to stabilization services. Provider shall maintain and implement written policies and protocols, Letters of Agreement, or Memorandum of Understanding (MOU) in place with their local emergency departments and/or crisis clinics.

**(c) Family Support Specialist (FSS) Role and Responsibilities**

- i.** County shall require that each family enrolled in stabilization services is offered a Family Support Specialist and QMHP.
- ii.** County shall have written policy in place that outlines how the FSS will be assigned and notified when a family is enrolled into stabilization services.
- iii.** County is responsible for requiring that each family is offered an FSS. The FSS will make initial contact with the family, within 72 hours from enrollment into stabilization services to introduce their role and services. Family may choose not to pursue services.
- iv.** OHA will partner with community stakeholders to create a Family Guide for Stabilization Services. Providers shall require that each family enrolled in services receives a copy of the Family Guide for Stabilization Services starting in June 2023.
- v.** The QMHP and FSS will work in collaboration with the youth and their family to determine the immediate needs of the family and create a service plan and crisis and safety plan.
- vi.** The provider will coordinate all services and supports outlined in the service plan and update documents as needed.

**(d) Subcontractors**

- i.** The County is ultimately responsible for making sure that all required service elements and OARs are being met whether directly provided or provided under sub-contractual arrangement
- ii.** County may subcontract with another agency to provide stabilization services.
- iii.** Subcontractors are not required to have a Certificate of Approval (COA) to provide outpatient services
- iv.** Subcontractors are required to meet all applicable rules under OAR 309-072-0100 to 309-072-0160.
- v.** County is required to submit either a copy of the contractual agreement with the subcontractor or an MOU to HSD.Contracts@odhsoha.oregon.gov within 45 calendar days of execution of this contract and must include at a minimum:
  - (a)** Roles and responsibilities of both the County and subcontractor; and,
  - (b)** Plan for ongoing communication and coordination of services between County and subcontractors.
- (e)** Whenever possible, providers should prioritize key leadership and direct service staff attendance in the monthly Learning Collaborative facilitated by the Oregon Health Authority.

**(2) Special Reporting Requirements (exceeding Section 1, MHS 25)**

- (a)** County or subcontractor shall complete and submit the Authority approved pre and post assessment tool and at the start and end of stabilization services and submit the assessment to the Authority approved contractor
- (b)** In addition to the data outlined in MHS 25, the County or subcontractor shall collect and submit these data points when a child is enrolled in stabilization services:
  - (i)** Whether child was referred to stabilization services (by MCIS or Emergency Department)
  - (ii)** Whether child was accepted into stabilization services
  - (iii)** OHA approved outcome measures at intake for children receiving stabilization services
  - (iv)** OHA approved outcome measures at discharge for children receiving stabilization services
  - (v)** Whether individuals/families offered Family Support Services,
  - (vi)** Whether individuals/families that accept Family Support Services
  - (vii)** Closure Form
- (c)** County agrees to work directly with OHA approved contractor to submit the required pre and post assessment tools and other data points listed in (3)(b) related to stabilization services.
- (d)** The OHA approved contractor is responsible for analyzing the provided data and developing quarterly reports which includes outcome data for stabilization services.
- (e)** County is responsible for reviewing and approving the quarterly reports generated by the OHA approved contractor which include stabilization services outcome data.
- (f)** OHA approved contractor shall submit the quarterly report to OHA via HSD.Contracts@odhsoha.oregon.gov on behalf of the County, no later than 45 calendar days after the end of each quarter.

**(3) Special Performance Requirements** (exceeding Section 1, MHS 25)

- (1) County may be eligible for an additional \$10,000 in funding from OHA if County can clearly demonstrate in writing, completion of one of the activities listed below.
- (2) County shall submit written documentation to: [HSD.Contracts@odhsoha.oregon.gov](mailto:HSD.Contracts@odhsoha.oregon.gov) prior to Jan. 31, 2024, to be considered for payment.
- (3) Eligible activities include the following:
  - (a) 50% of the 2 person mobile crisis intervention teams dispatched to the community will include a face-to-face response, by either a QMHP or Family Support Specialist.
  - (b) 50% of staff working with children and families attend the Youth Save Training.
  - (c) County is able to demonstrate, a 10% reduction in emergency department boarding during calendar year 2023, for children in their community.
  - (d) 50% of staff receive an OHA approved advanced training in working with neurodiverse and Intellectual and Developmental Disabilities (IDD) children and their families.
  - (e) CMHP will provide no less than 5 presentations to their local community stakeholders on Mobile Crisis Intervention Services and stabilization services for children and their families, within their service area.

**(4) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures** (exceeding Section 1, MHS 25)

None

## MODIFICATION INPUT REVIEW REPORT

MOD#: A0093

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2022-2023													
		BASEAD	POLK CO.										
63	420	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$12,356.00	\$0.00	A	1	Y		
		BASEAD	POLK CO.										
63	421	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$5,372.00	\$0.00	A	1	Y		
		BASEAD	POLK CO.										
63	450	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$9,132.00	\$0.00	A	1	Y		
TOTAL FOR SE# 63							\$26,860.00	\$0.00					
		IDPF	POLK CO.										
65	424	IDPF		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$5,000.00	\$0.00	C	1	Y		1
TOTAL FOR SE# 65							\$5,000.00	\$0.00					
		BASEAD	POLK CO.										
66	420	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$1,598.00	\$0.00	A	1	Y		2
		BASEAD	POLK CO.										
66	421	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$3,532.00	\$0.00	A	1	Y		2
		BASEAD	POLK CO.										
66	520	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$37,442.09	\$0.00	A	1	Y		2
		BASEAD	POLK CO.										
66	807	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$38,705.00	\$0.00	A	1	Y		2
TOTAL FOR SE# 66							\$81,277.09	\$0.00					
		GAMBL	POLK CO.										
80	888	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$15,000.00	\$0.00	A	1	Y		
		GAMBL	POLK CO.										
80	888	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$4,500.00	\$0.00	C	1	Y		3
TOTAL FOR SE# 80							\$19,500.00	\$0.00					
		GAMBL	POLK CO.										
81	888	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$10,750.00	\$0.00	A	1	Y		
		GAMBL	POLK CO.										
81	888	-0-		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$3,225.00	\$0.00	C	1	Y		4
TOTAL FOR SE# 81							\$13,975.00	\$0.00					
TOTAL FOR 2022-2023							\$146,612.09	\$0.00					
TOTAL FOR A0093 173147							\$146,612.09	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY  
DATE: 01/06/2023

Contract#: 173147  
REF#: 008

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) amendment and extension, for that period beginning January 1, 2023 and through June 30, 2023, are subject to the 2021-2023 Legislative Adopted Budget (LAB) for the Oregon Health Authority, as allocated for the 4th quarter of the 21-23 biennium (January 1 - June 30, 2023), at the level proposed for the January 1, 2023 through June 30, 2023 period or higher. This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding, or to address minor, non-material changes to language, date(s), or administrative errors.

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.

- A0093     1 These funds are for A&D 65 Services to be invoiced from 1/1/2022 to 6/30/2023.
- A0093     2 These funds must result in the delivery of A&D 66 Services to a minimum of 135 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 135 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual.
- A0093     3 These payments are for A&D 80 Services B) The financial assistance subject to this special condition will be disbursed in one lump sum within 30 calendar days after the date this Agreement becomes executed.
- A0093     4 These payments are for A&D 81 Services B) The financial assistance subject to this special condition will be disbursed in one lump sum within 30 calendar days after the date this Agreement becomes executed.

## MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2022-2023													
		BASE	SYSTEM MANAGEMENT AN										
1	804	MHS01	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$9,475.00	\$0.00	A	1	Y		
		BCIVLM	SYS MGT CO-LINDEN LN										
1	804	MHS01	1/1/2023 - 6/30/2023	0	/NA	\$3,733.70	\$22,402.20	\$0.00	A	1	Y		1
TOTAL FOR SE# 1							\$31,877.20	\$0.00					
		BASE	AID & ASSIST PROJECT										
4	804	AAP	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$41,750.57	\$0.00	A	1	Y		
TOTAL FOR SE# 4							\$41,750.57	\$0.00					
		BASE	ASSERTIVE COMMUNITY										
5	804	MHACT	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$65,919.15	\$0.00	A	1	Y		
TOTAL FOR SE# 5							\$65,919.15	\$0.00					
		BASE	NI JAIL DIVERSION										
9	406	NIJAIL	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$139,224.12	\$0.00	A	1	Y		
		BASE	NI JAIL DIVERSION										
9	804	NIJAIL	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$6,118.84	\$0.00	A	1	Y		
TOTAL FOR SE# 9							\$145,342.96	\$0.00					
		BASE	RENTAL ASSISTANCE										
12	804	RNTAST	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$54,706.10	\$0.00	A	1	Y		
		BASE	RENTAL ASSISTANCE										
12	804	RNTAST	1/1/2023 - 6/30/2023	15	/SLT	\$0.00	\$60,120.00	\$0.00	C	1	Y		2
TOTAL FOR SE# 12							\$114,826.10	\$0.00					
		BASE	INVOICE SERVICES										
17	804	INVOIC	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$0.00	\$0.00	C	1	Y		3
TOTAL FOR SE# 17							\$0.00	\$0.00					
		CMHS	MH BLOCK GRANT										
20	301	BLOCK	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$31,190.70	\$0.00	A	1	Y		
		BASE	NON-RESIDENTIAL MENT										
20	804	MHNRMH	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$158,126.20	\$0.00	A	1	Y		
		BCIVLM	SH-HILLSIDE VILLA										
20	804	SUPHOS	1/1/2023 - 6/30/2023	6	/SLT	\$2,283.47	\$82,204.92	\$0.00	A	1	Y		4
TOTAL FOR SE# 20							\$271,521.82	\$0.00					

## MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2022-2023													
		BASE	ACUTE AND INTERMEDIA										
24	804	ACUTE	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$47,989.84	\$0.00	A	1	Y		
TOTAL FOR SE# 24							\$47,989.84	\$0.00					
		BASE	COMMUNITY CRISIS SER										
25	406	CRISIS	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$58,724.25	\$0.00	A	1	Y		
		BASE	COMMUNITY CRISIS SER										
25	804	CRISIS	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$93,343.28	\$0.00	A	1	Y		
		BASE	NI CRISIS SERVICES-M										
25	806	NICRSE	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$250,000.00	\$0.00	A	1	Y		
		BASE	NI CRISIS SERVICES-M										
25	806	NICRSE	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$5,439.62	\$0.00	A	1	Y		
TOTAL FOR SE# 25							\$407,507.15	\$0.00					
		BASE	EARLY ASSESSMENT AN										
26	804	EASA	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$78,600.00	\$0.00	A 26A	1	Y		
		BASE	EARLY ASSESSMENT AN										
26	804	EASA	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$78,600.00	\$0.00	A 26A	1	Y		
		BASE	EARLY ASSESSMENT AN										
26	804	EASA	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$3,454.44	\$0.00	A	1	Y		
TOTAL FOR SE# 26							\$160,654.44	\$0.00					
		BPSREM	PSRB DESIG CLIENT										
30	804	PSRB	1/1/2023 - 6/30/2023	2	/SLT	\$465.27	\$5,828.62	\$0.00	A	1	Y		5
TOTAL FOR SE# 30							\$5,828.62	\$0.00					
		BASE	GERO SPECIALISTS										
35	804	GERO	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$63,626.04	\$0.00	A 35A	1	Y		
		BASE	GERO SPECIALISTS										
35	804	GERO	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$63,626.04	\$0.00	A 35A	1	Y		
		BASE	GERO SPECIALISTS										
35	804	GERO	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$63,626.04	\$0.00	A 35A	1	Y		
		BASE	GERO SPECIALISTS										
35	804	GERO	1/1/2023 - 6/30/2023	0	/NA	\$0.00	\$63,626.04	\$0.00	A 35A	1	Y		
TOTAL FOR SE# 35							\$254,504.16	\$0.00					



## MODIFICATION INPUT REVIEW REPORT

MOD#: M0715

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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FISCAL YEAR: 2022-2023

		<b>BASE</b>	<b>NI SUPPORTED EMPLOYM</b>										
38	411	NISUEM		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$17,600.00	\$0.00	A	1	Y		
		<b>BASE</b>	<b>NI SUPPORTED EMPLOYM</b>										
38	804	NISUEM		1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$774.83	\$0.00	A	1	Y		
TOTAL FOR SE# 38							\$18,374.83	\$0.00					
TOTAL FOR 2022-2023							\$1,566,096.84	\$0.00					
TOTAL FOR M0715 173147							\$1,566,096.84	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY  
DATE: 01/06/2023

Contract#: 173147  
REF#: 007

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) amendment and extension, for that period beginning January 1, 2023 and through June 30, 2023, are subject to the 2021-2023 Legislative Adopted Budget (LAB) for the Oregon Health Authority, as allocated for the 4th quarter of the 21-23 biennium (January 1 - June 30, 2023), at the level proposed for the January 1, 2023 through June 30, 2023 period or higher. This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding, or to address minor, non-material changes to language, date(s), or administrative errors.

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.

- M0715     1A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition. B) These funds are for MHS 1 at Linden Lane RTH.
- M0715     2A) These funds are for MHS 12 Services. B) The funds subject to this special condition will be disbursed to Contractor upon receipt of quarterly invoices from 1/1/2022 to 6/30/2023.
- M0715     3A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26 ,27, 28, 30, 34 and 36 from 01/01/2022 to 6/30/2023 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY  
DATE: 01/06/2023

Contract#: 173147  
REF#: 007

M0715 4 These funds are for MHS 20 for Supported Housing Services at  
Hillside Villa.

M0715 5 MHS 30 Rate and Slot: For slots utilized during a particular  
month, OHA will provide financial assistance at the rate of \$465.27  
per month per slot for up to 2 slots.



# CONTRACT REVIEW SHEET

Staff Contact: Chrissy Thomson Phone Number (Ext): 2331  
Department: Health Services: Behavioral Health Consent Calendar Date: February 22, 2023  
Contractor Name: Oregon Health Authority  
Address: 500 Summer Street NE  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: January 01, 2023 Through: June 30, 2023  
Contract Amount: \$83,909.74

## Background:

The County receives funds from the Oregon Health Authority (OHA) to provide Choice Model Services to residents of Polk County by way of grants. IGA 173268 is the initial award from the state and may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made as part of the grant.

## Discussion:

This amendment provides funding for Choice Model Services for the first 6 months of 2023, which provides oversight and care coordination for adult individuals with SPMI and helps offset service costs associated with that population.

## Fiscal Impact:

The total for this amendment is \$83,909.74, which is a neutral financial impact as the 2022-23 Behavioral Health budget was prepared in anticipation of this funding.

## Recommendation:

It is recommended that Polk County sign this amendment 1 to agreement 173268 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Name: \_\_\_\_\_ E-mail: \_\_\_\_\_



**Agreement Number 173268**

**REINSTATEMENT AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

This Reinstatement and Amendment of Agreement is made and entered into as of the date of the last signature below by and between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Polk County  
182 SW Academy Street, Suite 33  
Dallas, OR 97338  
Attention: Noelle Carrol  
Telephone: 503-831-1726  
E-mail address: [carroll.noelle@co.polk.or.us](mailto:carroll.noelle@co.polk.or.us)**

hereinafter referred to as "County."

**RECITALS**

WHEREAS, OHA and County entered into that certain Agreement number **173268** effective on **January 1, 2022** incorporated herein by this reference (the Agreement);

WHEREAS, OHA and County intended to amend the Agreement to extend its effectiveness through **June 30, 2023**;

WHEREAS, the proposed amendment number **01** to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expired on **December 31, 2022** in accordance with its terms; and

WHEREAS, OHA and County desire to reinstate the Agreement in its entirety as of **December 31, 2022**, and to amend the Agreement (once reinstated) to extend its effectiveness through **June 30, 2023**, as set forth herein.

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:

## AMENDMENT

1. **Reinstatement.** OHA and County hereby reinstate the Agreement in its entirety as of **December 31, 2022** and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. OHA and County further agree that, upon the amendment of **Section 1. “Effective Date and Duration”** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. “Effective Date and Duration”**, as amended, subject to the termination provisions otherwise set forth in the Agreement.
2. **Amendment.** OHA and County hereby amend the Agreement as follows.
  - a. **Section 1 “Effective Date and Duration”** of the Contract Document is hereby amended to change the expiration date of the Contract from **December 31, 2022** to **June 30, 2023**.
  - b. **Exhibit D, “Financial Pages,”** is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
  - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
  - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may

enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subagreements;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
  - (1) County is exempt from backup withholding;
  - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (3) The IRS has notified County that County is no longer subject to backup withholding; and
- h. County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

**5. 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):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (     )                      Facsimile: (     )

**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: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_



**6. Signatures.**

**Polk County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Exempt per OAR 137-045-0050(2)

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

## Exhibit D Financial Pages

MODIFICATION INPUT REVIEW REPORT									
MOD#: M0715									
CONTRACT#: 173268		CONTRACTOR: POLK COUNTY HEALTH SERVICES-CHOICE							
INPUT CHECKED BY: _____		DATE CHECKED: _____							
SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT		OPERATING	STARTUP PART
		CODE			DATES	CHANGE/TYPE	RATE	DOLLARS	DOLLARS ABC
FISCAL YEAR: 2022-2023									
		BASE		CHOICE MODEL SERVICE					
6	804	CHOICE			1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$79,714.25	\$0.00 A
		BASE		CHOICE MODEL SERVICE					
6	804	CHOICE			1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$4,185.49	\$0.00 C
TOTAL FOR SE# 6								\$83,909.74	\$0.00
TOTAL FOR 2022-2023								\$83,909.74	\$0.00
TOTAL FOR M0715 173268								\$83,909.74	\$0.00

## Exhibit D Financial Pages

### OREGON HEALTH AUTHORITY Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY HEALTH SERVICES-CHOICE  
DATE: 01/06/2023

Contract#: 173268  
REF#: 001

#### REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) amendment and extension, for that period beginning January 1, 2023 and through June 30, 2023, are subject to the 2021-2023 Legislative Adopted Budget (LAB) for the Oregon Health Authority, as allocated for the 4th quarter of the 21-23 biennium (January 1 - June 30, 2023), at the level proposed for the January 1, 2023 through June 30, 2023 period or higher. This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding, or to address minor, non-material changes to language, date(s), or administrative errors.

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.

M0715      1 These payments are for MHS 06 Choice Model Services performance payment.

## Intergovernmental Agreement Among Linn, Marion, Polk and Yamhill Counties Governing the Mid-Willamette Jobs Council

WHEREAS, the Workforce Investment Act of 1998 and its successor, the Workforce Innovation and Opportunity Act of 2014, allow local governments to form workforce investment areas; and

WHEREAS, Linn, Marion, Polk and Yamhill Counties have applied for and received local workforce area designation; and

WHEREAS, counties in a local workforce investment area are required to adopt an intergovernmental agreement establishing a consortium of elected officials, now therefore,

WHEREAS, the counties wish to continue the consortium established by the intergovernmental agreement executed December 10, 2014 that created the Mid-Willamette Jobs Council.

### IT IS AGREED AS FOLLOWS:

1. **Effective Date:** This agreement shall take effect upon final signature and supercede the prior intergovernmental agreement referenced above.
2. **Purpose:** The purpose of this agreement is to govern the consortium of county elected officials for the Mid-Valley workforce area covering Linn, Marion, Polk and Yamhill Counties, hereinafter collectively referred to as the "parties." Local workforce areas were established by the Workforce Investment Act of 1998 ("WIA") as amended by the Workforce Innovation and Opportunity Act of 2014 ("WIOA").
3. **Consortium Composition:** The Mid-Willamette Jobs Council ("MWJC") shall have an eight-member board consisting of two county commissioners chosen by each of the four counties that are parties to this agreement. The third county commissioner in each county shall serve as an alternate to substitute for a commissioner from that county in his or her absence or unavailability for one or more MWJC board meetings. A county commissioner serving as an alternate shall have the full authority of a MWJC board member at that meeting.
4. **Bylaws:** The MWJC shall have bylaws that provide the rules and regulations for the operation of meetings and proceedings of the consortium.
5. **The MWJC Chair:** The MWJC shall elect a Chair and a Vice Chair in accordance with its bylaws. The Chair shall perform chief local elected official responsibilities described in

WIOA, in other applicable Federal and State statutes, rules, policies and procedures, in workforce contracts and grant agreements, in this agreement and in MWJC's bylaws. The Vice Chair shall perform the Chair's responsibilities when the Chair is absent.

6. **Consortium Decisions:** Each of the eight members of MWJC's board shall have one vote. A quorum shall consist of five or more MWJC board members. Decisions shall require the approval of five or more MWJC board members. Board members may attend meetings in person or electronically as permitted by Oregon laws.
7. **Workforce Board Appointments:** The MWJC board shall appoint the Mid-Valley Workforce Board (the "Workforce Board"). The Workforce Board shall meet WIOA Section 107 composition requirements and certification requirements established by the Oregon Workforce Investment Board ("OWIB") and the Governor of Oregon. Workforce Board members shall serve staggered three year terms and shall continue serving until (a) resignation, (b) removal by the MWJC board, (c) ceasing to work in and effectively represent the sector they were chosen to represent, or (d) until a successor is chosen by the MWJC, whichever occurs first.
8. **The Strategic Workforce Plan and Budget:** MWJC shall review and approve the Mid-Valley workforce area's strategic plan and annual budget, including major modifications thereto.
9. **The Grant Subrecipient and Administrative Agency:** The MWJC shall designate the Mid-Valley workforce area's grant recipient and administrative agency. The designation shall be included in the partnership agreement with the Workforce Board.
10. **Oversight:** The MWJC shall receive and review Mid-Valley workforce area monitoring and audit reports and shall carry out all local elected official oversight functions described in grant agreements, in applicable Federal and State statutes, rules and policies and in the partnership agreement with the Workforce Board.
11. **Code of Conduct:** MWJC and the Workforce Board shall mutually adopt a Code of Conduct covering all Mid-Valley workforce area activities and expenditures.
12. **Liability:** The local grant recipient and administrative entity designated pursuant to paragraph eight, above, shall hold the MWJC and its officers and the parties to this agreement harmless from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the management of the Mid-Valley workforce area. An indemnification clause shall be included in the partnership agreement between the MWJC, the Workforce Board and the local grant recipient and administrative entity. If there is any residual liability for MWJC or the Counties which are parties to this agreement, liability shall be apportioned as follows: (a) the County or Counties in which the action or inaction occurred giving rise to the residual liability shall hold the other parties harmless; (b) if a specific County or group of Counties are not directly associated with the residual liability, the parties shall each be liable in proportion to their respective populations as determined by the last available census data at the time the actions or inaction causing the residual liability occurred.
13. **Agreement Adoption and Termination:** This agreement may be executed in one or more counterparts which, when combined, shall constitute the entire MWJC agreement. This agreement shall remain in effect until terminated by two or more of the parties by giving

notice of intent to terminate on or before December 31<sup>st</sup> of any year. Termination shall be effective at midnight on the subsequent June 30<sup>th</sup>, the end of the Mid-Valley workforce area's program year. This agreement may also be terminated by the MWJC or by operation of law.

**14. Agreement Amendment:** This agreement may be amended at any time if all four parties so agree in writing.

**The Parties agree to all the terms of this Intergovernmental Agreement by signing below:**

## MWJC Intergovernmental Agreement Signature Page One

**For Linn County:**

Chair:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Commissioner:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Commissioner:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## MWJC Intergovernmental Agreement Signature Page Two

**For Marion County:**

Chair:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Commissioner:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Commissioner:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



For Polk County:

Chair:

_____	_____	_____
Print Name	Signature	Date

Commissioner:

_____	_____	_____
Print Name	Signature	Date

Commissioner:

_____	_____	_____
Print Name	Signature	Date

**MWJC Intergovernmental Agreement Signature Page Four**

**For Yamhill County:**

Chair:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Commissioner:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Commissioner:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **MEMORANDUM**

**TO:** Board of Commissioners

**FROM:** Nicole Pineda, Executive Assistant

**DATE:** February 17, 2023

**SUBJECT:** Re-Appointment to the West Valley Housing Authority Board

### **RECOMMENDATION:**

To Re-Appoint Jackie Jameson to the West Valley Housing Authority Board, term to expire February, 2027.

### **ISSUE:**

Should Jackie Jameson be re-appointed to the West Valley Housing Authority Board?

### **BACKGROUND:**

Jackie Jameson has been in position #5 since February 2020 and has verbally told the WVHA that she would like to renew another term of 4 years.

### **FISCAL IMPACT:**

No direct fiscal impact.