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Clackamas County
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May 21, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to an Intergovernmental Agreement with the Oregon Health Authority to add funds and update eligible expenses for outpatient, geriatric, rental assistance and civil commitment services. Amendment Value is \$641,489.27 for 18 months. Total Agreement Value is \$18,750,261.79 for 18 months. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review: Original Agreement January 15, 2026, Agenda Item 20260115 VII.D.8

Performance Clackamas: Healthy People

Counsel Review: Yes – Andrew Naylor

Procurement Review: N/A

Contact Person: Karen Kern

Contact Phone: 503-742-5335

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing and Human Services Department requests approval of Amendment #01 to the 2026-27 Intergovernmental Agreement for the Financing of Community Mental Health Programs, which provides the financing for services outline in the local plan. The Board of Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program (CMHP) funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement and all amendments to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #01 updates agreement language and eligible expenses in multiple service areas including outpatient services, specialized geriatric services, rental assistance, and psychiatric security review board. Additional funds are provided through this amendment for services including civil commitment services. This Amendment #01 also identifies a change to the source of a portion of the funding awarded.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this Amendment (12414-01) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,
Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Service

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AGREEMENT # PO-44300-00054282

**FIRST AMENDMENT TO
OREGON HEALTH AUTHORITY
2026-2027 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS**

This **First** Amendment to Oregon Health Authority 2026-2027 Intergovernmental Agreement for the Financing of Community Mental Health Programs effective as of January 1, 2026 (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 **Clackamas County** (“**COUNTY**”).

RECITALS

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

AGREEMENT

1. This amendment shall become effective on the last date all required signatures in Section 7., below have been obtained.
2. The Agreement is hereby amended as follows:
 - a. For Services provided on and after the effective date of this amendment, **Exhibit B, “Service Descriptions”** is hereby superseded and restated in its entirety, as set forth in **Exhibit B, “Service Descriptions”**, as set forth in **Attachment 1**, attached hereto and incorporated herein to read as follows: language to be deleted or replaced is ~~struck through~~; new language is in **red and underlined and bold**.
 - b. For services provided on and after the effective date of this amendment, **Exhibit C, “Financial Assistance Award”, “EXPLANATION OF FINANCIAL ASSISTANCE AWARD”** is hereby superseded and restated in its entirety, as set forth in Exhibit B, “Service Descriptions”, as set forth in **Attachment 2**, attached hereto and incorporated herein to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - c. Exhibit C, Financial Assistance Award “Financial Pages” is hereby amended as described in **Attachment 3** attached hereto and incorporated herein by this reference. Attachment 3 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.

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

3. Signatures.

Clackamas 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:

Via e-mail by Lisa Gramp on April 18, 2026; email in agreement file.

Oregon Department of Justice	Date

Attachment 1

2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

EXHIBIT B SERVICE DESCRIPTIONS

The parties acknowledge and agree that the Financial Assistance provided in this Agreement may not be sufficient to fully provide the Services to all Individuals. Likewise, the parties acknowledge and agree that the Local Plan and Budget, as well as County's CMHP obligations under ORS 430.630, encompass obligations that are not covered by this Agreement. Nothing in this Agreement entitles a third party to enforce its terms.

In addition, OHA acknowledges that County is not a party to the Mink-Bowman litigation. The intention of this Agreement is, consistent with ORS 430.646(1)-(3) and ORS 430.644, to ensure that the Financial Assistance is prioritized for the Service Priorities. In no event will County be required to use funds other than the Financial Assistance to fund the Services in this Exhibit B. Likewise, this Agreement does not create an obligation for County to create residential infrastructure.

County shall provide the Services described in this Exhibit B with the Financial Assistance Award provided by this Agreement, in accordance with the approved Local Plan and corresponding Budget. In providing the Services described in this Exhibit B, County shall follow the Service Priorities identified in Section 2. of this Exhibit B. To the extent that the Service Priorities set forth in Section 2.a. are adequately funded with the Financial Assistance, then, to the extent that Financial Assistance remains available, County shall provide the lower tiered Service Priorities in Section 2. County's compliance with this Exhibit B will be solely determined based on whether: (i) County has an approved Local Plan and Budget; (ii) is in Substantial Compliance with the required metrics for each Core Service Area in consideration of the approved Local Plan and Budget; and (iii) is in Substantial Compliance with the required services section for each Core Service Area in consideration of the approved Local Plan and Budget.

1. **Goals.** The parties agree that the goals of this Agreement are to:
 - a. Provide a coordinated crisis system to all Individuals within the geographic service area of the County(ies).
 - b. Provide individualized services to ensure that people are served in the least restrictive most integrated setting possible allowing Individuals across the lifespan to live as independently as possible.
 - c. Coordinate access to stable housing to prevent Individuals with Behavioral Health Disorders and their families from being unhoused.
 - d. Services address the unique needs of Individuals without regard to race, ethnicity, gender, gender identity, gender presentation, sexual orientation, religion, creed, national origin, age, intellectual and/or developmental disability, IQ score, or physical disability.

- e. Reduce risk of unnecessary emergency department utilization, criminal/legal involvement, and acute psychiatric hospitalizations by providing upstream services.
- f. Provide a trained, competent and compassionate system for Individuals at risk of involuntary civil or forensic commitment that focuses on diversion these services, when appropriate.
- g. Engage, and when appropriate, lead in community efforts that decrease deaths by suicide.
- h. Engage, and when appropriate, lead in community efforts that decrease overdose and overdose deaths.
- i. Engage, and when appropriate, lead in community efforts that decrease unnecessary criminal/legal involvement for Individuals with Behavioral Health Disorders.

2. **Service Priorities.** The Individuals described under each subsection below are listed in no particular order. County shall be in Substantial Compliance with the required metrics and required services under each Core Service Area_in consideration of the approved Local Plan and Budget.

a. **County shall give first priority in providing Services to each of the following, based on community need:**

(1) **Aid & Assist – Individuals who the court:**

- (a) Has reason to doubt are fit to proceed by reason of incapacity (as defined in [ORS 161.360](#)) under [ORS 161.365](#);
- (b) Has determined lack the fitness to proceed under [ORS 161.370](#) but has not yet determined what action to take under [ORS 161.370\(2\)\(c\)](#);
- (c) Has found to lack fitness to proceed under [ORS 161.370](#) and are committed to the custody of the superintendent of the Oregon State Hospital (OSH); or
- (d) Has determined lack of fitness to proceed under [ORS 161.370](#) and are ordered to engage in community restoration services.
- (e) Has determined to have no substantial probability of gaining or regaining fitness under [ORS 161.367](#) and who are being discharged to the community.

(2) **Psychiatric Security Review Board (PSRB – Individuals who:**

- (a) Are found guilty except for insanity of a criminal offense under [ORS 161.327](#) or responsible except for insanity under [ORS 419C.529](#); or
- (b) [Are committed as extremely dangerous persons with qualifying mental disorders under ORS 426.701, or recommitted under ORS 426.702.](#)

(3) **Civil Commitment - Individuals who:**

- (a) Are currently committed to OHA for treatment under [ORS 426.130](#) or recommitted to OHA under [ORS 426.307](#);
- (b) Are diverted through the civil commitment process to voluntary treatment, conditional release, outpatient commitment, and assisted outpatient treatment (AOT) as described in [ORS 426.125](#) through [ORS 426.133](#), or [ORS 426.237](#); or
- (c) Require emergency hold, custody, or secure transport services under [ORS 426.228](#), [ORS 426.231](#), [ORS 426.232](#) and [ORS](#)

[426.233](#), or are being held on a warrant of detention pending a civil commitment hearing under [ORS 426.070](#).

- b. **Depending on the availability of funds, County shall give second priority in providing Services to Individuals who are 18 years or older, and have a mental illness(es), including co-occurring mental health and Substance Use Disorders, and who as a result of their symptoms from their mental illness:**
 - (1) Have had law enforcement contact that could have resulted in an arrest, citation, booking, criminal charge, or transport to jail, but have instead been referred to County for Services;
 - (2) Are in jail and are in need of mental health treatment; or
 - (3) In the previous six months, have been twice detained on an emergency hold under [ORS 426.232](#) or on a warrant of detention under [ORS 426.070](#) but have not yet, as a result, been civilly committed.
- c. **Depending on the availability of funds, County shall give third priority in providing Services to all other Individuals, who do not otherwise qualify under Subsection 2.a and 2.b of Exhibit B, who:**
 - (1) Are at immediate risk of hospitalization for the treatment of Mental or Emotional Disturbances, or are in need of Services to avoid hospitalization or posing a health or safety risk to themselves or others;
 - (2) Are under 18 years of age who, in accordance with the assessment of professionals in the field of mental health, are at immediate risk of removal from their homes for treatment of Mental or Emotional Disturbances or exhibit behavior indicating high risk of developing disturbances of a severe or persistent nature;
 - (3) Because of the nature of their mental illness, their geographic location or their family income, are least capable of obtaining assistance from the private sector; or
 - (4) In accordance with the assessment of professionals in the field of mental health, are experiencing Mental or Emotional Disturbances but will not require hospitalization in the foreseeable future.
- d. **Depending on the availability of funds, County shall give fourth priority in providing Services to all other Individuals who do not otherwise qualify under Subsections 2.a through 2.c of Exhibit B, and who have or are at risk of developing a Mental or Emotional Disturbance or Substance Use Disorder.**

3. Core Service Areas

a. **System Management and Coordination**

(1) **Planning and Service Delivery**

- (a) **Description:** County is responsible for developing a comprehensive Local Plan that describes how County will deliver mental health Services for Individuals that are responsive to the needs of Individuals in their community, as described in [ORS 430.630\(9\)](#).
- (b) **Population:** County shall provide a delivery system for Services responsive to Individuals with Behavioral Health needs in their geographic service area, which specifically addresses the needs of Individuals described in Section 2.a of Exhibit B.
- (c) **Required Services:** County shall:

- i. Establish and maintain a structure for meaningful system design and oversight of Services funded with the Financial Assistance;
 - ii. Submit a comprehensive Local Plan, consistent with [ORS 430.630\(9\)](#) and this Agreement;
 - iii. Implement the delivery of Services as described in the County's Local Plan approved by OHA;
 - iv. Monitor the delivery of Services described in the County's Local Plan approved by OHA;
 - v. Evaluate delivery of Services described in the County's Local Plan approved by OHA;
 - vi. Ensure adequate administrative support for:
 - A.** Activities related to contract negotiation, administration, and monitoring as needed to meet the Service needs of Individuals receiving Services under this Agreement;
 - B.** Data collection, performance measurement, and reporting;
 - C.** Activities to support the County's mental health advisory committee required in [ORS 430.630\(7\)](#); and
 - D.** Activities to support collaboration in new developments for residential treatment, foster homes, crisis stabilization centers supported housing, and independent living resources.
 - vii. Provide complex case consultation, care coordination, and transition coordination as appropriate to the needs, preferences, and choices of each Individual including, but not limited to:
 - A.** Coordination of Services not funded by Medicaid;
 - B.** Providing assistance to interested Individuals in applying for public assistance, medical assistance, and any other state or federal benefits that they may be eligible for;
 - C.** Collaborate with OSH, OHA, or ODHS to verify that entitlement enrollments (e.g. Medicaid, Medicare, SSI/SSDI) are in place and anticipated to be active upon discharge from a community hospital, residential treatment program, or OSH.
 - D.** Facilitate access to quality, individualized community-based Services so that Individuals are served in the most integrated, least restrictive setting possible.
- (d) Other Allowable Services (Subject to Availability of Funds):**
County may provide:
- i. Public education and information related to Behavioral Health.
 - ii. Guidance and assistance to other human Service agencies for joint development of prevention programs and activities to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence.

services (MRSS) delivered in accordance with [OAR Chapter 309 Division 72](#) as may be revised from time to time.

(4) **Other Allowable Services (Subject to Availability of Funds):** To the extent that MCIS and MRSS Services are in Substantial Compliance with [OAR Chapter 309 Division 72](#), as may be revised from time to time, funds may also be allocated to support the following Services provided at a certified location:

(a) Crisis stabilization centers operated in accordance with [OAR Chapter 309 Division 73](#) as may be revised from time to time.

(b) **Walk-in Crisis Services:** Outpatient clinics that operate for walk-in visits with no appointment needed for immediate mental health and substance use support during day hours. Services may include, but are not limited to:

- i. Screening;
- ii. Assessment;
- iii. Brief intervention;
- iv. Prescribing capabilities; and
- v. Referrals and linkages to longer term Services.

(c) Crisis line services provided in accordance with [OAR 309-019-0300](#), as may be revised from time to time.

(5) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

(a) MCIS and MRSS responses are conducted within the timelines required in [OAR Chapter 309 Division 72](#).

(b) Individuals receiving an MCIS response are contacted (or contact attempts are made and documented) for follow-up within 72 hours of the MCIS response.

(c) Adults receiving MCIS receive the Services necessary to remain in the community following the initial MCIS response.

(d) Youth receiving MRSS receive the Services necessary to remain in the community following the initial MRSS response.

(e) Youth are screened for stabilization services following the initial MCIS response.

(f) Youth and families that consent to stabilization services are enrolled in stabilization services.

(g) Youth enrolled in stabilization services are referred to the recommended ongoing Services prior to discharge from stabilization services.

c. **Forensic & Involuntary Services**

(1) **Aid and Assist and Competency Restoration Services:**

(a) **Description:** Competency restoration services are provided to assist Individuals in gaining or regaining their competency in the most integrated, least restrictive setting possible. Competency restoration services, for Individuals found unable to aid and assist in their own defense, are provided either in the community or at OSH. Services include, but are not limited to, community transition planning, treatment designed to restore competency, placement in appropriate community-based care, monitoring and coordination of

Services, coordination with providers and the court, and periodic assessment of the Individual's fitness to proceed.

(b) Population: Individuals who are described in Subsection 2.a(1) of Exhibit B.

(c) Required Services: County shall:

- i. Ensure that community consultations are conducted as required in [OAR 309-088-0125](#);
- ii. Provide community restoration services as defined in [OAR 309-088-0115](#) including, but not limited to:
 - A.** Competency restoration services as defined in [OAR 309-088-0115](#);
 - B.** Forensic care coordination as defined in [OAR 309-088-0115](#); and
 - C.** Supportive services as defined in [OAR 309-088-0115](#) necessary to support community integration.
- iii. Provide competency restoration services during commitment at OSH including, but not limited to:
 - A.** Community transition planning defined in [OAR 309-088-0115](#);
 - B.** Forensic care coordination defined in [OAR 309-088-0115](#); and
 - C.** If applicable, the plan of resolution described in Exhibit D.
- iv. Ensure compliance with [OAR 309-088-0130](#) including, but not limited to:
 - A.** Developing within 30 calendar days of admission and updating at least once every 30 calendar days a community transition plan for the Individual in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths;
 - B.** Have both a primary community transition plan and at least one backup community transition plan;
 - C.** In developing the community transition plan, County shall be primarily guided by the State Hospital's treating clinical team's recommendations. County may provide information to the State Hospital's treating clinical team to inform their recommendations.
 - D.** The community transition plan must provide information about the availability of the State Hospital treating clinical team's clinical recommendations in the community, including any reasonable and clinically appropriate alternatives if the State Hospital treating clinical team's clinical recommendations are not present or available in the community.

- E.** Completion or coordination of any referrals, screenings, or other work to implement the community transition plan: and
- F.** Monitoring the status of any referrals, screenings, or other work to implement the community transition plan.
- G.** At least every 30 calendar days, County staff are required to:
 - I.** Meet with the hospital to facilitate an effective transition back to the community. These meetings are required to create, update, or implement a community transition plan that aligns with the Individual's specific treatment needs outside of a hospital level of care setting. These meetings must include, but are not limited to:
 - (A)** Attending Treatment Team meetings; or
 - (B)** Speaking with the assigned qualified mental health professional (QMHP).
 - II.** Meet with the Individual (in-person or by phone call or video conference) to discuss transition planning and treatment available in the community. These meetings also help with creating, reviewing, updating or implementing a community transition plan.
 - III.** Determine whether community restoration services have become present and available. Consulting with Providers, agencies, CCOs, exceptional needs care coordinators (ENCCs), and Tribes (if applicable) helps to inform the 30-day review.
- v.** After OSH issues notice that an Individual is ready to place (RTP) under [ORS 161.371\(3\)\(a\) or \(4\)\(a\)](#), and the court orders a community consultation, County shall:
 - A.** Attempt to consult with the Individual and with any local entity that would be responsible for providing community restoration services, if the Individual were to be released in the community, to determine whether community restoration services are present and available in the community;
 - B.** Identify appropriate Providers that are able to meet the Individual's Behavioral Health needs and willing to provide that care, treatment, and Services to the Individual;
 - C.** Identify Providers and planning for a community restoration placement, primarily guided by the level of

- B.** Facilitate effective utilization of Services and facility-based care in the community.
 - C.** Collaborate with care coordination teams and other state agencies as necessary to secure placements that meet individual Client needs.
 - D.** Begin discharge planning to more integrated settings as soon as an Individual is admitted to OSH, SRTF, RTF settings.
 - E.** Make referrals to the most integrated settings appropriate for the Individual's assessed needs and level of care.
 - F.** Assist in identification of financial alternatives for Individuals who are over resourced for Medicaid.
- viii.** Participate in OSH interdisciplinary meetings for each Individual within the County's Service area to update the discharge plan and to coordinate appropriate community-based Services.
- ix.** For Individuals receiving community restoration services, County shall coordinate the Individual's Behavioral Health and medical treatment in the community:
 - A.** Attempt to conduct an individualized assessment of the Individual and develop a treatment Service plan in coordination with the Individual's Provider and consistent with any court-ordered conditions; If the Individual does not participate in the initial assessment, continued efforts should be made to engage with the Individual to complete the assessment and develop a treatment Service plan;
 - B.** Monitor the care, custody, and treatment of the Individual while on community restoration;
 - C.** Monitor the Individual's progress in their treatment Service plan, and identify when the Individual may receive Services in a lower level of care and report that to the court;
 - D.** Ensure treatment Service planning continues throughout the Individual's receipt of Services with the goal of the Individual receiving Services in the lowest level of care that will maintain their mental and physical health long term;
 - E.** Provide care coordination to facilitate ongoing communication and collaboration to meet the Individual's needs, such as:
 - I.** Facilitating communication between natural supports, community resources, Providers,

- agencies (if eligible for APD or I/DD Services) and CCOs (if an enrolled member);
 - II.** Organizing, facilitating and participating in client staffing meetings;
 - III.** Providing for continuity of care by creating linkages to and managing transitions between levels of care;
 - IV.** Coordinating or providing transportation to and from the forensic evaluations and court appearances in this case; and
 - V.** Communication of court ordered requirements, limitations, and court dates to the defendant.
- F.** Provide coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and OSH while the Individual is residing in the community and in the process of being returned to fitness. Services include, but are not limited to:
- I.** Coordination of the periodic assessments of the Individual's fitness to proceed as required in OAR Chapter 309 Division 88;
 - II.** Collaboration and coordination with community corrections;
 - III.** Consultation to the county mental health court, if mental health court is available in the Service area;
 - IV.** Participation in mental health and law enforcement collaboration meetings; and
 - V.** Communication of court ordered requirements, limitations, and court dates.
- G.** Provide status reports as required in OAR Chapter 309 Division 88 to the appropriate court on the Individual's:
- I.** Compliance or non-compliance with their conditional release requirements; and
 - II.** Progress in gaining or regaining fitness to proceed;
- H.** Notify the court if the Individual gains or regains fitness to proceed, and develop a transitional treatment Service plan for that Individual;
- I.** Provide interim quarterly reports for the purpose of communicating current status of Individuals to OHA and the court of jurisdiction;
- J.** Provide community restoration Services, which are necessary to safely allow the Individual to gain or regain fitness to proceed in the community; and

- activities related to conditional release of an Individual to the community;
- iv.** Provide intensive case management for identified programs at approved budgeted rates;
 - v.** Complete administrative activities related to the monitoring services described above, including but not limited to:
 - A.** Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for conditional release, through monthly progress notes to the PSRB;
 - B.** Providing interim reports for the purpose of communicating the current status of an Individual to the PSRB;
 - C.** Submitting requests for modifications of conditional release orders to the PSRB;
 - D.** Implementing board-approved modifications of conditional release orders;
 - E.** Implementing revocations of conditional release due to violation(s) of conditional release orders and facilitating readmission to OSH or facility designated by OHA;
 - F.** Contacting the Individual when County is notified by the law enforcement data system that the Individual under the jurisdiction of PSRB has had an encounter with a law enforcement agency; and
 - G.** Completion of the annual comprehensive review of supervision and treatment services to determine if significant modifications to the conditional release order should be requested from the PSRB.
 - H.** Utilize an OHA approved risk assessment tool for the purposes of providing structured risk feedback to the PSRB, inclusion in the annual comprehensive review, and in determining security payment rates; and
 - I.** Report to OHA in writing to the GEI Coordinator at oha.gei.coordinator@odhsoha.oregon.gov the next business day, when there is concern that the County cannot provide the appropriate care and supervision that is needed for an Individual as stated in the conditional release plan. This concern and the communication with OHA must be documented in the Individual's Service record.
 - vi.** Providing expert witness testimony to the PSRB from both the case monitor and a licensed medical professional who can speak to the Individual's current treatment regimen, including psychotropic medications;

- vii. Completion of evaluation reports and the summary of conditions of release plan, if the Individual is accepted to a placement, as required [by OAR 309-019-0160](#);
 - viii. Completion of monthly reports as required [by OAR 309-019-0160](#);
 - ix. Completion of annual comprehensive reviews as required [by OAR 309-019-0160](#); and
 - x. Coordinating transition from forensic services for Individuals ending jurisdiction under the PSRB within six months of termination.
- (d) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:
- i. Conditional release evaluations for GEIs are completed and submitted within 30 calendar days of receiving the orders.
 - ii. PSRB monthly reports are submitted to PSRB as required [by OAR 309-019-0160](#);
 - iii. Comprehensive annual reviews are submitted to OHA as required [by OAR 309-019-0160](#);
 - iv. Treatment plans are reviewed and updated within 364 calendar days of the previous plan.
 - v. OHA approved risk assessments are updated within 180 calendar days of the previous assessment.
- (3) **Civil Commitment Services**
- (a) **Description:** Civil commitment services include pre-commitment services, placement and post-commitment activities, and outreach and stabilization activities.
- (b) **Population:** Individuals who are described in Subsection 2.a(3) of [Exhibit B](#).
- (c) **Required Services:** County shall:
- i. **Provide pre-commitment services including:**
 - A.** Providing notice as required under [ORS 426.070](#), [ORS 426.233](#), [ORS 426.234](#), and [ORS 426.235](#);
 - B.** Notifying and directing approved persons or peace officers to take custody and transport Individuals when appropriate;
 - C.** Completing reporting and filing requirements relevant to authorized involuntary Services pursuant to [ORS Chapter 426](#) such as custody, admission to nonhospital facilities, and Notices of Mental Illness;
 - D.** Receiving Notices of Mental Illness submitted from the community under [ORS 426.070](#) and from the circuit courts under [ORS 426.070 and ORS 426.234](#);
 - E.** Overseeing the placement and transfer of Individuals during the pre-hearing period of detention, including providing or arranging for transportation;

- F.** Having a certified mental health investigator initiate and conduct a prehearing investigation, within applicable statutory timeframes, pursuant to [ORS 426.070](#), [ORS 426.074](#), [ORS 426.180](#), [ORS 426.200](#) and [OAR 309-033-0920 through OAR 309-033-0940](#);
 - G.** Providing notices required in [ORS Chapter 426](#) and OAR Chapter 309 Division 33 for Individuals eligible for diversion from civil commitment.
 - H.** Monitor the Individual's cooperation with the provider's treatment plan throughout and move for a hearing, as appropriate, if the Individual disengages or requests to discharge.
 - I.** Writing and submitting an investigation report as required under [ORS 426.070](#), including a recommendation to the court to pursue or not pursue a civil commitment hearing, or to pursue a hearing for AOT;
 - J.** Developing a person-centered treatment plan that is in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths, and addresses risk and protective factors;
 - K.** Monitoring the person's progress in completing the treatment plan and provide regular and as-requested updates to the court, including making requests for the appointment of a guardian ad litem when indicated; and
 - L.** Provide linkage to Services that enhance Individuals' life skills abilities including money management, nutrition, hygiene and personal care, shopping, social skills, and cooking.
- ii.** Provide placement and post-commitment Services including:
- A.** In providing recommendations, County shall ensure Individuals:

 - I.** Are recommended for Services in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs;
 - II.** Are certified for diversion or recommended for AOT whenever appropriate and feasible;
 - III.** Are diverted from placement in OSH, community hospitals or SRTFs whenever possible; and
 - IV.** Are considered for alternatives to inpatient placement such as voluntary treatment,

- conditional release, outpatient commitment, and, if already in an inpatient setting, trial visit;
- B.** Ensure that transition planning begins with intake and that the Individual is considered for initial outpatient commitment placement whenever appropriate;
 - C.** Ensure the placement of Individuals with an appropriate provider in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices and strengths;
 - D.** Issue a written placement order immediately upon the civil commitment of the Individual and as required by [OAR 309-033-0290](#) thereafter. Submit completed placement orders to OHA as required by [OAR 309-033-0290](#);
 - E.** Monitor the Individual's progress in their placement, and identify when the Individual may benefit from a more integrated, less restrictive level of care, up to and including independent living, attributable to symptom improvement; discharging from a facility and accessing more integrated community-based resources and treatment; or discharging from civil commitment because the Individual is no longer a person with mental illness or the Individual's best interest is to transfer to a voluntary status;
 - F.** Monitor the Individual's progress while placed in an inpatient setting and assess for readiness to step-down on a trial visit or discharge from civil commitment;
 - G.** Monitor Individual's progress while placed on outpatient commitment and assess for readiness to discharge for civil commitment;
 - H.** Establish conditions of placement prior to placement on outpatient commitment or trial visit in accordance with [ORS 426.127](#), [ORS 426.273](#), and [ORS 426.278](#);
 - I.** Support the Individual in adhering to the conditions of placement and completing the court requirements associated with the order for treatment if the Individual is placed in the community. This may include modifying conditions of placement as indicated in accordance with [ORS 426.273\(5\)](#) and [ORS 426.275\(3\)](#);
 - J.** Provide notice to the court when the Individual is not adhering to the conditions of placement and when a revocation hearing is being requested. Complete

revocation processes as indicated in [ORS 426.275](#) and [OAR 309-033-0320](#);

- K.** Facilitate communication between and collaborate with the Individual, family, natural supports, community resources, providers, ODHS if eligible for Aging and People with Disabilities (APD) or Intellectual and Developmental Disabilities (I/DD) Services and the courts (when applicable); and
- L.** If discharging the Individual from civil commitment prior to the expiration date of the civil commitment order, file a written certificate discharging the Individual early from civil commitment pursuant to [ORS 426.300](#) with the last committing court and the court in the county of residence.

(d) Other Allowable Services (Subject to Availability of Funds). The County may provide outreach and stabilization services, which include:

- i.** Establishing practices and procedures to identify Individuals within the Service area who are eligible for outreach and stabilization services in order to prevent or divert from civil commitment Services;
- ii.** Providing community-based supportive engagement with Individuals with aim of establishing rapport, identifying chronic needs resulting in multiple custodies, detentions, or holds; and proactively engaging in low barrier Services to reduce crisis episodes, access longer term benefits, and prevent civil commitments.
- iii.** Facilitating communication between and collaborate with the Individual, family, natural supports, community resources, providers, ODHS if eligible for APD or I/DD services and the courts (when applicable);
- iv.** Supporting Individuals access to and assistance in completing a Declaration for Mental Health Treatment (DMHT) including coordinating with providers to have the DMHT made part of the medical record; and
- v.** Removing barriers to support the life skills development needed for the Individual to live as independently as possible in the community, including but not limited to providing assistance in navigating communities safely, managing prescriptions and health-related needs, shopping, hobbies and social engagement, housekeeping, laundry, and paying bills.

(e) Required Metrics: County shall be in Substantial Compliance with the following requirements:

- ~~i.~~ ~~Individuals transitioning from OSH are referred to community navigator services.~~
- ~~ii.~~
 - i. Individuals under civil commitment will be provided a blank DMHT and offered the opportunity to complete one within 30 calendar days of being transferred to County's supervision.
- ~~iii.~~
 - ii. All reports associated with civil populations are completed and returned to OHA as required in [OAR Chapter 309 Division 33](#).

(4) Forensic Diversion Services

- (a) Description:** Services designed to address Behavioral Health Disorders contributing to criminal behavioral and reduce unnecessary criminal justice involvement.
- (b) Population:** Notwithstanding Section 2 of Exhibit B, the County shall prioritize providing forensic diversion services to:
 - i. Individuals described in Subsections 2.a and 2.b in [Exhibit B](#);
 - ii. Individuals on the OSH aid & assist waitlist;
 - iii. Individuals the court has ordered to be evaluated under [ORS 161.365](#) or [ORS 161.370](#) and are in jail; and
 - iv. Individuals who the court has determined lack trial competency under [ORS 161.370](#) at least twice in the preceding 24 months.
- (c) Required Services:** County shall:
 - i. Provide Behavioral Health treatment Services in accordance with [ORS 430.450](#), [ORS 430.490-430.515](#), and [ORS 430.630](#);
 - ii. Designate a forensic jail liaison(s) to coordinate with the jail, court and health care delivery system to screen defendants who may be suitable for diversion from jail and OSH. The liaison shall:
 - A.** Attempt to complete a Behavioral Health screening and, if the screening indicates further referrals, assessment and treatment are necessary, then attempt to coordinate them;
 - B.** Identify jail and OSH diversion resources, including but not limited to:
 - I.** Community-based placement resources;
 - II.** Outpatient Behavioral Health services; and
 - III.** Other basic needs and supports.
 - C.** Identify those Individuals who a certified forensic evaluator has determined does not need hospital level of care or the CMHP has determined may be appropriate for community placement, and attempt to develop a community transition plan;

level of care or the CMHP has determined may be appropriate for community placement, within 14 calendar days of that determination. The transition plan must align with the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths, and addresses risk and protective factors.

d. Outpatient & Community-Based Support Services

(1) General Outpatient & Community-Based Support Services

- (a) Description:** A range of Services necessary to ensure that Individuals receive the appropriate level of care in the most integrated setting, based on their needs, to facilitate recovery and enhance overall well-being.
- (b) Population:** Individuals with a Mental or Emotional Disturbance or a Substance Use Disorder, subject to the prioritization described in Section 2. of Exhibit B.
- (c) Required Services:** County shall provide or ensure provision of:
 - i. Early Assessment and Support Alliance (EASA).**
 - A.** Provide EASA services, delivered in accordance with the fidelity standards located at <https://easacommunity.org/pro-resource/practice-guidelines/>, for Individuals ages 12 through 30 years of age whom:
 - I.** Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the structured interview for psychosis risk syndrome or other EASA Center for Excellence approved formal assessment, for a period longer than 12 months; and
 - II.** Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
 - B.** Upon referral to EASA, contact shall be made within two (2) business days of the referral by EASA staff with the referent, the Individual, and the Individual's family in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria. The referent and/or the Individual and their family are provided crisis resources and tailored psychoeducation upon first contact;
 - C.** Ensure that EASA Services are rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact on short- and long-term outcomes; and

to Individuals or family members with similar lived experience. These Services are intended to support Individuals and families to engage Individuals in ongoing treatment and to live successfully in the community.

- iv. **Care Coordination:** A process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs including facilitating communication between natural supports, community resources, and involved providers and agencies; organizing, facilitating, and participating in client staffing meetings; and providing for continuity of care by creating linkages to and managing transitions between levels of care.
 - v. **Case Management:** Services to assist Individuals to connect to and gain access to needed Services outlined in an Individual intervention plan; Substance Use Disorder treatment, health care, housing, employment and training, childcare and other applicable Services.
 - vi. **IPS Supported Employment** delivered in accordance with [OAR 309-019-0270 through 309-019-0295 or other evidence-based vocational supports.](#)
 - vii. **Supported Education** delivered in accordance with SAMHSA’s Best Practices available at: <https://store.samhsa.gov/sites/default/files/d7/priv/sma11-4654-buildingyourprogram-sed.pdf>.
- (e) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:
- i. Individuals are offered an appointment with a licensed medical provider within seven (7) business days of enrollment in EASA.
 - ii. Individuals enrolled in EASA are offered supported employment or supported education services.
 - iii. Individuals enrolled in EASA and their families will have access to structured family psychoeducational groups.
 - iv. Adults with mental illness enrolled in Services are screened for potential home and community-based services eligibility and are referred when indicated.
 - v. New mental illness or Substance Use Disorder diagnoses are followed up by treatment within 14 calendar days of initial diagnosis.
 - vi. New mental illness or Substance Use Disorder diagnoses are followed up by two engagement visits or medication treatments within 30 calendar days of initial treatment.
 - vii. A letter of acceptance and entry is sent to Individuals deemed eligible for Assertive Community Treatment as required by [OAR 309-019-0248.](#)

(2) Gero-Specialist Services:

- (a) Description:** Specialized geriatric Services.
- (b) Population:** Older or disabled adults subject to the prioritization described in Section 2. of Exhibit B.
- (c) Required Services:** County shall:
 - i.** Provide direct care Services that are either supervised or delivered by a QMHP as defined in [OAR 309-019-0105](#), including, but not limited to:
 - A.** Quarterly interagency staffing;
 - B.** Follow-up Services after treatment in local or state inpatient psychiatric hospitals; and
 - C.** Screening and referrals.
 - ii.** Collaborate and coordinate with APD, ODHS's Aging and Disabilities Resource Connection, ODHS's Adult Protective Services, CCOs, CMHPs, acute care hospitals, OSH, caregivers, community partners, family members, and any other appropriate participants in an Individual's care.
 - iii.** Provide at least one workforce development training in geriatric Behavioral Health competencies each quarter. Trainings must include a competency confirmation ~~verified by the gero-specialist~~ including, but not limited to a certificate of attendance; and must be provided to a wide cross section of professionals, paraprofessionals, and volunteers using a variety of modalities such as:
 - A.** Virtual webinars developed by OHA;
 - B.** Team meetings,
 - C.** Seminars, conferences, or symposiums;
 - D.** Community of practice or learning collaboratives; or
 - E.** Other community training forums.
 - iv.** Provide complex case consultation and system navigation whether planned through a multidisciplinary team that meets regularly, ad hoc or crisis, or having regular office hours with APD/AAA to provide consultation to their case management staff; and
 - v.** Provide consultation to key teams within the CMHP including, but not limited to, ACT, forensic services, SUD services, and crisis services. Regular complex care consultation meetings should include short didactic learning sessions on key Behavioral Health competencies.
- (d) Other Allowable Services (Subject to Availability of Funds):** County may provide indirect care Services including, but not limited to:
 - i.** Consultation;
 - ii.** Assistance working with multiple systems;
 - iii.** Case coordination and planning;

- ii. Identify Providers that can provide Behavioral Health Treatment Services consistent with the Individual's treatment Service plan, whether it is provided on an inpatient, residential or outpatient basis;
 - iii. Organize, facilitate and participate in interdisciplinary team meetings with the Individual, Providers, and CCO care coordinators (if the Individual is a CCO member);
 - iv. Facilitate access to community-based rehabilitative Behavioral Health treatment services that are recovery-oriented, culturally responsive, and geographically accessible;
 - v. Facilitate access to peer delivered services; and
 - vi. Collaborate with the ODHS, APD and I/DD divisions to support the Behavioral Health treatment needs of Individuals determined service-eligible for APD or I/DD.
- (j) Within the limits of the Part A funds awarded in this Agreement, County shall provide the following housing support services, as clinically indicated, for Individuals who qualify under Subsection 2.a of Exhibit B:
- i. **Rental Assistance:** Financial Assistance made on behalf of an Individual and their family, when applicable, that covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for all or a portion of the monthly rent, or payment to specific vendors for resident utility expenses. Individuals who receive assistance may be living with other family members (e.g., where a parent is re-assuming custody of one or more children).
 - ii. **Housing Coordination Services:** Staff to support and assist Individuals to locate and secure safe, suitable housing, and provide referrals to other resources.
 - iii. **Services to Remove Barriers to Community-Based Care:** Financial Assistance made on behalf of an Individual may include, but is not limited to:
 - A. ~~Room and board payments~~ **Costs associated with obtaining or continuing representative payee or guardianship services;**
 - B. Utility deposits and fees including past due utility bills;
 - C. Phone or internet bills;
 - D. Moving and storage costs;
 - E. Household goods and supplies;
 - F. Cleaning or pest management Services; **and or**
 - G. Interpreter Services.

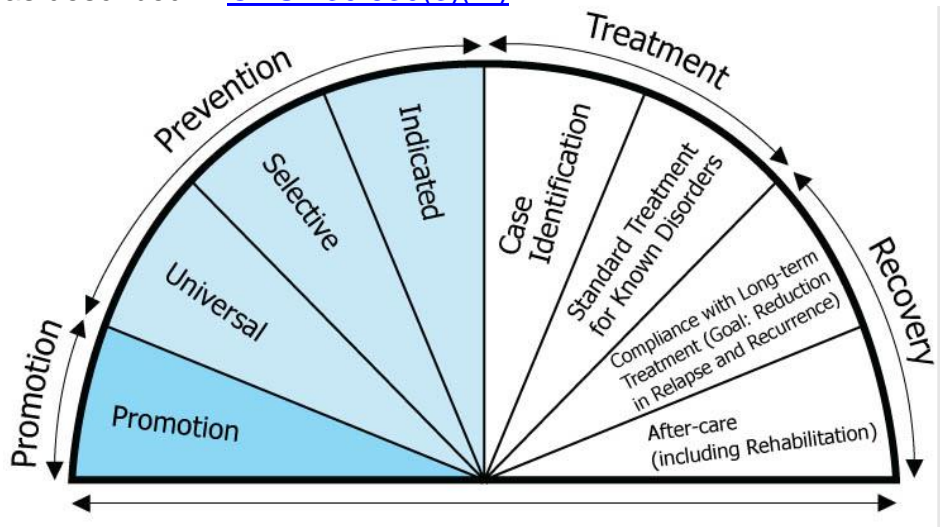
(4) **Other Allowable Services (Subject to Availability of Funds):** County may provide:

- (a) Peer Delivered Services: Services provided by peer support specialists, peer wellness specialists, family support specialists, and recovery mentors to Individuals or family members with similar lived experience. These Services are intended to support Individuals and families to engage Individuals in ongoing treatment and to live successfully in the community.
 - (b) Respite Services: Short-term residential services (less than 30 calendar days) for Individuals who require 24-hour observation and support but do not require acute psychiatric hospitalization. Services include access to multidisciplinary treatment including therapeutic supports and may include treatment with medications.
 - (c) Housing support services, as clinically indicated, for Individuals who meet second, third, or fourth priority criteria outlined in Section 2. above:
 - i. **Rental Assistance:** Financial Assistance made on behalf of an Individual and their family, when applicable, that covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for all or a portion of the monthly rent, or payment to specific vendors for resident utility expenses. Individuals who receive assistance may be living with other family members (e.g., where a parent is re-assuming custody of one or more children).
 - ii. **Housing Coordination Services:** Staff to support and assist Individuals to locate and secure safe, suitable housing, and provide referrals to other resources.
 - iii. **Services to Remove Barriers to Community-Based Care:** Financial assistance made on behalf of an Individual may include, but is not limited to:
 - A.** Costs associated with obtaining or continuing representative payee services~~Room and board payments;~~
 - B.** Utility deposits and fees including past due utility bills;
 - C.** Phone or internet bills;
 - D.** Moving and storage costs;
 - E.** Household goods and supplies;
 - F.** Cleaning or pest management services; **and or**
 - G.** Interpreter services.
- (5) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:
- (a) Individuals who need residential treatment services are screened for potential home and community-based services eligibility and are referred when indicated.

- (b) Individuals who receive housing support services are screened for potential home and community-based services eligibility and are referred when indicated.
- (c) Individuals receiving residential Behavioral Health treatment are offered Services to assist with their transition to outpatient Services prior to discharge from residential treatment.
- (d) Individuals enrolled in Behavioral Health treatment services establish or maintain housing prior to completion of treatment.

f. Behavioral Health Promotion & Prevention

- (1) **Description:** Strategies aimed at improving mental health or preventing mental illness or Substance Use Disorders before they occur.
- (2) **Population:** Individuals with or at risk of developing a Mental or Emotional Disturbance or a Substance Use Disorder, subject to the prioritization described in Section 2 of Exhibit B.
- (3) **Required Services:** Using a framework, such as the Institute of Medicine’s Continuum of Care Model (see graphic below) or other Behavioral Health Promotion and Prevention framework or strategy, the County shall:
 - (a) Create and implement an evidence-based continuum of activities, strategies, and supports that align with existing local prevention and promotion strategies;
 - (b) Provide preventive mental health Services for children and adolescents, including primary prevention efforts, early identification and early intervention Services as described in [ORS 430.630\(3\)\(L\)](#); and
 - (c) Preventive mental health Services for older adults, including primary prevention efforts, early identification and early intervention Services as described in [ORS 430.630\(3\)\(m\)](#).



- (4) **Other Allowable Services (Subject to Availability of Funds):** County may:
 - (a) Develop and implement strategies and/or activities that prioritize the following determinants of Behavioral Health wellness across the life span.

- (b) Develop and implement strategies to maintain healthy communities: Strategies and/or activities may include but are not limited to, community safety promotion, violence reduction, bullying prevention, social connectivity, and resource dissemination activities;
 - (c) Individual skill development: Strategies and/or activities may include but are not limited to, skill-building programs in schools, community and senior centers, assisted living facilities, and other community-based settings that emphasize social connection, problem solving and development of self-regulation; and
 - (d) Social emotional competence: Strategies and/or activities may include but are not limited to developing or sustaining community infrastructure, parenting/grandparenting education, stress reduction classes, communication skills classes, programs that address social isolation and loneliness, grief and other post distress supports, divorce and other losses, and community-based activities.
- (5) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:
- (a) Individuals receiving Behavioral Health Prevention and Promotion Services report an increased understanding of mental health, substance use prevention, and available resources.
 - (b) Individuals receiving Behavioral Health Prevention and Promotion Services report a change in attitude toward mental health, substance use, or coping strategies.
 - (c) Individuals receiving Behavioral Health Prevention and Promotion Services report an increased likelihood of engaging in behavior change such as accessing counseling Services or delaying or decreasing use of alcohol and other drugs.

g. Block Grant Funded Services:

- (1) **Description:** Activities and Services to address the complex needs of Individuals, families, and communities impacted by mental illness and Substance Use Disorders and associated problems paid for, in whole or in part, by Substance Use, Prevention, Treatment, and Recovery Services Block Grant (“**SUPTRS BG**”) or Community Mental Health Services Block Grant (“**MHBG**”) funds awarded in this Agreement.
- (2) **Definitions:** For use in this section:
 - (a) “**Serious Mental Illness**” or “**(SMI)**” means an Individual 18 years of age or older who, within the past year, has had a diagnosable mental, behavioral, or emotional disorder that substantially interferes with their life and ability to function.
 - (b) “**Serious Emotional Disturbance**” or “**(SED)**” means an Individual under the age of 18 who, within the past year, has had a diagnosable mental, behavioral, or emotional disorder that resulted in functional impairment that substantially interferes with or limits the child’s role or functioning in family, school, or community activities.
- (3) **Population:**
 - (a) County shall ensure that MHBG funds awarded through this Agreement are used to support Services for the MHBG Priority Populations:
 - i. Children with Serious Emotional Disturbance;

- ii. Adults with Serious Mental Illness including Older Adults; and
 - iii. Individuals with SMI or SED in rural areas and who are experiencing homelessness.
- (b)** County shall ensure that SUPTRS BG funds awarded through this Agreement are used to support Services for the SUPTRS BG Priority Populations:
- i. Pregnant women with dependent children;
 - ii. Persons who inject drugs;
 - iii. Persons in need of recovery support Services for Substance Use Disorder;
 - iv. Individuals with a co-occurring mental illness and Substance Use Disorder;
 - v. Persons experiencing homelessness;
 - vi. Services for persons with SUD who have or are at risk of:
 - A.** HIV/AIDS, designated states per CDC only; or
 - B.** Tuberculosis; and
 - vii. Services for Individuals in need of substance use primary prevention.
- (4) Required Services:** County shall:
- (a)** Comply, and as indicated, require all Providers to comply with the Required Federal Terms and Conditions for Services funded in whole or in part by MHBG or SUPTRS BG funds;
 - (b)** Allocate and expend no less than the minimum MHBG amount indicated in the Financial Assistance Award for Crisis Services;
 - (c)** Allocate and expend no less than the minimum MHBG amount indicated in the Financial Assistance Award for EASA Services; and
 - (d)** County shall ensure that MHBG or SUPTRS BG funds be directed toward the following purposes:
 - i. To fund priority treatment and support Services for Individuals without insurance or who cycle in and out of health insurance coverage;
 - ii. To fund those priority treatment and support Services not covered by Medicaid, Medicare or private insurance and that demonstrate success in improving outcomes and/or supporting recovery;
 - iii. To fund universal, selective, and targeted prevention activities and Services;
 - iv. To collect performance and outcome data to determine the ongoing effectiveness of Behavioral Health prevention, treatment, and recovery support Services and to plan the implementation of new Services on a nationwide basis. Additionally, SAMHSA strongly supports that states provide additional recovery support Services with SUPTRS BG funds beyond the scope of treatment programs currently available in most communities across the nation;
 - v. To ensure Oregonians have access to a comprehensive, integrated physical and Behavioral Health Service array statewide that is inclusive and where Individuals can choose

providers that best fit their needs and cultural preferences within their community;

- vi. To ensure that Individuals transitioning from a hospital level of care, including OSH, to community-based settings will be fully supported through care coordination, and inclusive Services and support;
- vii. To ensure that older adults who live in rural areas of Oregon receive accessible and affordable Services;
- viii. To ensure that Individuals have access to necessary Services and eliminate disparities in accessing care;
- ix. To foster healthy families and environments through integrated care that promotes equitable health and well-being, for pregnant and post-partum persons;
- x. To provide peer support services for Individuals transitioning between levels of care;
- xi. To promote and provide activities that support physical health, substance use treatment, and mental health Services for young adults 18-25; or
- xii. To increase prevention efforts including overdose, crisis response, and chronic disease prevention.

(5) Other Allowable Services (Subject to Availability of Funds): County may:

- (a) Promote participation by Individuals with SMI, SED, or Substance Use Disorders in shared decision making and self-direction of their Services;
- (b) Ensure access to effective culturally and linguistically appropriate Services for underserved populations including Tribes, racial and ethnic minorities, and LGBTQI+ Individuals;
- (c) Promote recovery, resiliency, and community integration for adults with SMI and children with SED and their families;
- (d) Prevent the use, misuse, and abuse of alcohol, tobacco products, illicit drugs, and prescription medications;
- (e) Conduct outreach to encourage Individuals injecting or using illicit and/or licit drugs to seek and receive treatment;
- (f) Provide early intervention Services for HIV at the sites at which Individuals receive Substance Use Disorder treatment Services;
- (g) Coordinate Behavioral Health Prevention, early identification, treatment and recovery support services with other health and social services;
- (h) Increase accountability for prevention, early identification, treatment, and recovery support activities through uniform reporting regarding substance use and abstinence, criminal justice involvement, education, employment, housing, and recovery support services;
- (i) Ensure access to a comprehensive system of care, including education, employment, housing, case management, rehabilitation, dental services, and health services, as well as Behavioral Health services; and
- (j) Provide continuing education regarding substance abuse prevention and Substance Use Disorder treatment services to any facility or

program receiving amounts from the SUPTRS BG for such activities or Services.

(6) Required Metrics: County shall be in Substantial Compliance with the following requirements:

- (a)** Reduce the rate at which Individuals with a Mental or Emotional Disturbance or a Substance Use Disorder are admitted to the emergency room.
- (b)** SUD treatment Services are made available to Individuals who are pregnant or post-partum and request such Services.
- (c)** Ensure Individuals have a culturally responsive healthcare provider.

h. Invoiced Services

(1) Description: Services eligible for reimbursement through Part C funds identified in Exhibit C.

(2) Invoiceable Services: County may invoice OHA for:

(a) Mental Health Residential Services:

- i.** Daily Service rate for mental health residential treatment Services provided to adults age 18 years old or older in a secure residential treatment facility, residential treatment facility, or residential treatment home licensed under OAR Chapter 309 Division 35, who:
 - A.** Are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid Services, including those who meet the criteria for Citizen Alien Waived Medical Program; or
 - B.** Have been ordered by a court or PSRB to receive Services in a level of care for which the Individual does not meet medical necessity.
- ii.** Daily Service rate for mental health residential treatment Services provided to young adults in transition (YAT) age 17 through 25 years old in a YAT residential treatment home licensed under OAR Chapter 309 Division 35 who:
 - A.** Are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid Services, including those who meet the criteria for citizen alien waived medical program; or
 - B.** Have been ordered by a court to receive Services in a level of care for which the Individual does not meet medical necessity.

(b) Room and board for:

- i.** Adults age 18 years old or older with limited or no income residing in a secure residential treatment facility, residential treatment facility, or residential treatment home licensed under OAR Chapter 309 Division 35; and
- ii.** YAT age 17 through 25 years old with limited or no income residing in a YAT residential treatment home licensed under OAR Chapter 309 Division 35.

(c) Personal Incidental Funds for:

- i.** Adults age 18 years old or older with limited or no income residing in a secure residential treatment facility, residential

treatment facility, or residential treatment home licensed under [OAR Chapter 309 Division 35](#); and

- ii. YAT age 17 through 25 years old with limited or no income in a YAT residential treatment home licensed under [OAR Chapter 309 Division 35](#).

(d) Reimbursement rates for Services provided to adults age 18 years or older in an adult foster home licensed under OAR Chapter 309 Division 40, who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program.

(d) (e) PSRB Security and Supervision Services

- i. Security services as identified in the PSRB conditional release order, which are not medically necessary Services but are required for the safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs identified in the security services matrix below:

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

- ii. Supervision services are non-medically necessary Services that are necessary for an Individual to maintain compliance with terms set by a court or other supervising authority. **Supervision services include** ~~including~~, but **are** not limited to:

- A.** **Additional staffing (utilizing the Intensive Rate Review process through the Rate Review Committee);**
- A.** **B.** **Assessment or evaluation (including evaluations ordered beyond typical monitoring required by the PSRB);**
- C.** **Outpatient treatment Evaluation (including evaluations ordered beyond typical monitoring required by the PSRB);**
- D.** **Polygraph** Outpatient treatment; and
 - I.** ~~_____ Polygraph;~~
 - II.** ~~_____ GPS monitoring equipment and software;~~
- E.** **GPS monitoring equipment and software** Transportation;
- F.** **Transportation** Medical services and medications;
- G.** **Medical services and medications** Rental assistance; or
- H.** **Rental assistance**

- 1. Costs associated with obtaining or continuing representative payee or guardianship services. ~~if such expenses are needed to maintain compliance with the terms of a conditional release and not covered by some other mechanism.~~

- (3) **Invoice Requirements:** Invoices must be submitted by email to BHD.Contracts@oha.oregon.gov using the BHD's forms and procedures available at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

4. **Reporting Requirements**

a. County shall:

- (1) Prepare a Local Plan and Budget using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit a draft Local Plan and Budget April 1, 2027 for the 2027-2029 biennium for review and approval by OHA electronically, to BHD.Contracts@oha.oregon.gov CFAA.Administrator@oha.oregon.gov no later than June 30, 2027.
- (2) Prepare ~~quarterly Local Plan implementation and financial expenditure reports~~ **the 2026-2027 CFAA Quarterly Report** using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the ~~quarterly Local Plan implementation and financial expenditure reports~~ **2026-2027 CFAA Quarterly Report** electronically, to BHD.Contracts@oha.oregon.gov CFAA.Administrator@oha.oregon.gov no later than 45 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.
- ~~(3)~~ **Prepare Annual CFAA Financial Expenditure reports using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the Annual CFAA Financial Expenditure reports, to CFAA.Administrator@oha.oregon.gov no later than 45 calendar days following the end of each state fiscal year (July 1 through June 30) for which Financial Assistance is awarded through this Agreement.**
- ~~(3)~~ **(4)** Prepare and submit monthly aid & assist reports using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. no later than 14 calendar days following the end of each subject month for which Financial Assistance is awarded through this Agreement.
- ~~(4)~~ **(5)** Prepare a quarterly MCIS report using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly MCIS report electronically, to mobilecrisisinfo@ohsu.edu Compass.Support@odhsoha.oregon.gov

no later than 30 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.

- ~~(5)~~ (6) Prepare a quarterly MRSS report using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly MRSS report electronically, to stabilizationsvcinfo@ohsu.edu **Compass.Support@odhsoha.oregon.gov**

no later than 30 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.

- ~~(6)~~ (7) Prepare quarterly EASA data using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly EASA data electronically, to Oregon Health & Science University using the EASA RedCap Data System at <https://octri.ohsu.edu/redcap/> no later than 15 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this agreement. Instructions for data entry into RedCap are located at <https://www.easacommunity.org/resources-for-professionals.php>.

- ~~(7) Prepare quarterly older adult Behavioral Health data using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit quarterly older adult Behavioral Health data electronically, to Portland State University through Qualtrics at <https://sso.pdx.edu/idp/profile/SAML2/Redirect/SSO?execution=e1s1> no later than 45 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this agreement.~~

5. Financial Assistance Calculation, Disbursement, and Confirmation Requirements

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

- (3) County must make reasonable efforts to obtain payment first from other resources consistent with [OAR 410-120-1280](#). County is obligated to report to OHA, by email at BHD.Contracts@oha.oregon.gov, any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:
 - (a) OHA Contract name and number;
 - (b) Client name and date of birth;
 - (c) Service for which payment was received;
 - (d) Date of Service covered by payment;
 - (e) Date of TPR payment received by County or Service Provider; and
 - (f) Amount of payment.
- (4) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
- (5) At no time will OHA pay above the Medicaid rate.
- (6) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the "Reporting Requirements" section of this Agreement or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for Services, or termination of County's obligation provide Services.

b. Part A awards:

- (1) OHA provides Financial Assistance for Services through Part A awards for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with [OAR 410-172-0600 through 410-172-0860](#) (Medicaid Payment for Behavioral Health), and [OAR 943-120-0310 through 943-120-0320](#) (Provider Rules).
- (2) Calculation of Financial Assistance: OHA will provide Financial Assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (3) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the

funds shown for Services provided under that line of the Financial Assistance Award; and

- (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS the state mandated data system and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections or applicable special conditions.

c. **Part B awards:** [Reserved – Not currently in use]

d. **Part C awards:**

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

- (a) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to BHD.Contracts@oha.oregon.gov, with the subject line “Invoice, contract # (your contract number), contractor name.”
- (b) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.
- (c) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years’ allotments.

e. **Confirmation of Performance Requirements:**

(1) OHA uses Confirmation of Performance requirements at the end of each contracting period.

County shall be required to demonstrate through the data properly reported in accordance with the “Reporting Requirements section, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services fall and subject to the terms and limitations in this Agreement.

Attachment 2

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

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

1. Format and Abbreviations in Financial Assistance Award

- a. Heading.** The heading of the Financial Assistance Award consists of the following information:
 - (1) **MOD#** is the alphanumeric modification code, assigned by the OHA BHD contracts unit staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a Substance Use Disorder modification.
 - (2) **CONTRACT#** is the unique identification number of this Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
 - (3) **CONTRACTOR** is the COUNTY or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
 - (4) **Input Checked** is for OHA’s internal use only.
 - (5) **Date Checked** is for OHA’s internal use only.
- b. Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of Financial Assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial Assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit E, “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 Services to be delivered 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 BHD’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:** COUNTY shall ensure expenditure of MHBG funds only as allowed by [sections 1911-1920 of Title XIX, Part B, Subpart I and III of the Public Health Service Act](#)
 - (b) **307: MHBG EASA Services – Federal Funds:** COUNTY shall ensure expenditure of MHBG EASA Services funds only for EASA Services as described in Exhibit B.
 - (c) **309: MHBG Crisis Services – Federal Funds:** COUNTY shall ensure expenditure of MHBG Crisis Services funds only for Crisis Services as described in Exhibit B.

- (d) **401: Mental Health Marijuana Tax – Other Funds:** COUNTY shall ensure expenditure of Mental Health Marijuana Tax funds only as allowed by [ORS 475C.726\(d\)\(B\)](#).
- (e) **406: Tobacco Tax New Investments – Other Funds:** COUNTY shall ensure expenditure of Tobacco Tax New Investments funds only for Services described in [Exhibit B](#).
- (f) **407: 988 Tax Revenue – Other Funds:** COUNTY shall ensure expenditure of 988 Tax Revenue funds only for the expansion and ongoing funding of mobile crisis intervention teams as defined in ORS 430.626.
- (g) **411: Tobacco Master Settlement Account – Other Funds:** COUNTY shall ensure expenditure of Tobacco Master Settlement Account funds only for Services described in [Exhibit B](#).
- (h) **421: Beer and Wine Tax (40%) Treatment – Other Funds:** COUNTY shall ensure expenditure of Beer and Wine Tax (40%) Treatment funds only as allowed by [ORS 430.380](#).
- (i) **450: Marijuana Tax (40%) – Other Funds:** COUNTY shall ensure expenditure of Marijuana Tax (40%) funds only as allowed by [ORS 475C.726\(d\)\(B\)](#).
- (j) **520: Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) – Federal Funds:** COUNTY shall ensure expenditure of SUPTRS BG funds only as allowed by [section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service Act](#).
- (k) **804: Mental Health General Fund – General Funds:** COUNTY shall ensure expenditure of Mental Health General Fund funds only for Services described in [Exhibit B](#) that are provided for Individuals with or at risk of developing a Mental or Emotional Disturbance which may include a co-occurring Substance Use Disorder.
- ~~(l) **806: Mental Health New Investments – General Funds:** COUNTY shall ensure expenditure of Mental Health New Investment funds only for Services described in [Exhibit B](#) that are provided for Individuals with or at risk of developing a Mental or Emotional Disturbance which may include a co-occurring Substance Use Disorder.~~
- ~~(m)~~ **(l) 807: Alcohol and Drug Treatment – General Funds:** COUNTY shall ensure expenditure of Alcohol and Drug Treatment funds only for Services described in [Exhibit B](#) provided for Individuals with or at risk of developing a Substance Use Disorder which may include a co-occurring Mental or Emotional Disturbance.
- ~~(n)~~ **(m) 815: Mobile Response and Stabilization Services (MRSS) – General Fund:** COUNTY shall ensure expenditure of MRSS funds only for MRSS Services as described in [Exhibit B](#).
- ~~(o)~~ **(n) 820: Civil Commitment – General Funds: COUNTY shall ensure expenditure of Civil Commitment funds only for Civil Commitment Services as described in Exhibit B.**

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 F](#), “Standard Terms and Conditions,” section 16., “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 COUNTY via email to the contact person listed in Exhibit F, “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 COUNTY does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.

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

Assistance Award for delivery of the Services and is OHA’s maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.

- (10) **Column 10, Part ABC:** This column indicates the method by which OHA disburses the Financial Assistance. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:
 - (a) The letter ‘A’ indicates OHA will disburse the awarded funds to COUNTY in substantially equal monthly allotments during the period set forth in Column 6, “Effective Dates.”
 - (b) [Reserved] (The letter ‘B’ is no longer used.)
 - (c) The letter ‘C’ indicates OHA will disburse the awarded funds in the manner specified in Column 14, “SP#.”

1. If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should COUNTY be entitled to receive Financial Assistance, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to COUNTY in excess of the funds COUNTY is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.
- (11) **Column 11, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.
- (12) **Column 12, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:
 - (a) The letter “Y” in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA’s funding being continued at the present funding level or higher, through the legislatively adopted budget for that specific biennium.
 - (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.
 - (c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.
- (13) **Column 13, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific

Individual. The coded Individual name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.

- (14) **Column 14, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved Service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which Financial Assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

- c. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and Service information in the Financial Assistance Award, the financial and Service information line in the amendment will either amend an existing line in the financial and Service information of the Financial Assistance Award or constitute a new line added to the financial and Service information of the Financial Assistance Award. A financial and Service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and Service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. COUNTY represents and warrants to OHA that the representations and warranties of COUNTY set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

ATTACHMENT 1

EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M1339	CONTRACT#: 054282		CONTRACTOR: CLACKAMAS COUNTY											
INPUT CHECKED BY: _____	DATE CHECKED: _____													
SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026														
	BASE	MH GENERAL FUND												
500	804	MHGF		1/1/2026 - 3/31/2026	0 /NA	\$0.00	\$181,461.79	\$0.00	C	1	Y			1
	BASE	CIVIL COMMITMENT												
500	820	CIVIL		1/1/2026 - 3/31/2026	0 /NA	\$0.00	\$59,096.69	\$0.00	C	1	Y			1
	BASE	MH GENERAL FUND												
500	804	MHGF		1/1/2026 - 6/30/2026	0 /NA	\$0.00	\$1,030,244.29	\$0.00	A	1	Y			
	BASE	NIMH GENERAL FUND												
500	806	NIMHGF		1/1/2026 - 6/30/2026	0 /NA	\$0.00	-\$1,030,244.29	\$0.00	A	1	Y			2
	BASE	MH GENERAL FUND												
500	804	MHGF		4/1/2026 - 6/30/2026	0 /NA	\$0.00	\$60,487.26	\$0.00	A	1	Y			
	BASE	CIVIL COMMITMENT												
500	820	CIVIL		4/1/2026 - 6/30/2026	0 /NA	\$0.00	\$19,698.90	\$0.00	A	1	Y			
TOTAL FOR SE# 500							\$320,744.64	\$0.00						
TOTAL FOR 2025-2026							\$320,744.64	\$0.00						
FISCAL YEAR: 2026-2027														
	BASE	MH GENERAL FUND												
500	804	MHGF		7/1/2026 - 6/30/2027	0 /NA	\$0.00	\$2,060,488.59	\$0.00	A	1	Y			
	BASE	MH GENERAL FUND												
500	804	MHGF		7/1/2026 - 6/30/2027	0 /NA	\$0.00	\$241,949.05	\$0.00	A	1	Y			
	BASE	NIMH GENERAL FUND												
500	806	NIMHGF		7/1/2026 - 6/30/2027	0 /NA	\$0.00	-\$2,060,488.59	\$0.00	A	1	Y			2
	BASE	CIVIL COMMITMENT												
500	820	CIVIL		7/1/2026 - 6/30/2027	0 /NA	\$0.00	\$78,795.58	\$0.00	A	1	Y			
TOTAL FOR SE# 500							\$320,744.63	\$0.00						
TOTAL FOR 2026-2027							\$320,744.63	\$0.00						
TOTAL FOR M1339 054282							\$641,489.27	\$0.00						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 04/21/2026

Contract#: 054282
REF#: 002

REASON FOR FAAA (for information only):

The purpose of this amendment is to award funding for Aid & Assist Fund 804 (Mental Health General Funds) and award funding for new Fund 820 (Civil Commitment) while moving Funds from 806 (Mental Health New Investments) to Fund 804 (Mental Health General Funds) and also incorporating language changes to the base CFAA agreement.

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.

- M1339 1 The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.
- M1339 2 Special Condition #M1310 in Base Agreement regarding Fund 806 applies.