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**FOURTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &  
PREVENTION, AND PROBLEM GAMBLING SERVICES #173133**

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

**RECITALS**

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

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

**AGREEMENT**

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

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

**6. Signatures.**

**Deschutes County**

**By:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 18, 2021; e-mail in contract file.

## ATTACHMENT 1

### EXHIBIT C

### Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0640

CONTRACT#: 173133

CONTRACTOR: DESCHUTES COUNTY

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

SE#	FUND	CODE	PROJ	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#	
CALENDAR YEAR: 2022																	
			<b>BASE</b>		<b>SYSTEM MANAGEMENT AN</b>												
1	804		MHS01			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$16,618.58	\$0.00	A	1	Y				
			<b>BASE</b>		<b>SYSTEM MANAGEMENT AN</b>												
1	804		MHS01			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$122,476.60	\$0.00	C	1	N			3	
			TOTAL FOR SE# 1							<u>\$139,095.18</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>AID &amp; ASSIST</b>												
4	804		RAP			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$4,828.26	\$0.00	A	1	Y				
			TOTAL FOR SE# 4							<u>\$4,828.26</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>ASSERTIVE COMMUNITY</b>												
5	804		MRACT			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$7,828.99	\$0.00	A	1	Y				
			TOTAL FOR SE# 5							<u>\$7,828.99</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>CRISIS AND ACUTE TRA</b>												
8	804		CATS			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$8,404.18	\$0.00	A	1	Y				
			TOTAL FOR SE# 8							<u>\$8,404.18</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>NI JAIL DIVERSION</b>												
9	804		NIJAIL			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$18,299.09	\$0.00	A	1	Y				
			TOTAL FOR SE# 9							<u>\$18,299.09</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>NI MH PROMO AND PREV</b>												
10	804		NIMHPP			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$6,074.60	\$0.00	A	1	Y				
			TOTAL FOR SE# 10							<u>\$6,074.60</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>RENTAL ASSISTANCE</b>												
12	804		RNTAST			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$22,817.96	\$0.00	A	1	Y				
			TOTAL FOR SE# 12							<u>\$22,817.96</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>NI YOUNG ADULT HUB</b>												
15	804		NIYAHF			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$11,698.31	\$0.00	A	1	Y				
			TOTAL FOR SE# 15							<u>\$11,698.31</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>INVOICE SERVICES</b>												
17	804		INVOIC			1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$14,928.47	\$0.00	C	1	Y			2	
			TOTAL FOR SE# 17							<u>\$14,928.47</u>	<u>\$0.00</u>						
			<b>BASE</b>		<b>NON-RESIDENTIAL MENT</b>												

MODIFICATION INPUT REVIEW REPORT

MOD#: M0640

CONTRACT#: 173133

CONTRACTOR: DESCHUTES COUNTY

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

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
CALENDAR YEAR: 2022													
20	401		MHNRMH	1/1/2022 -12/31/2022	0 /NA	\$0.00	-\$207,088.08	\$0.00	A	1	Y		1
			BASE	NON-RESIDENTIAL MENT									
20	804		MHNRMH	1/1/2022 -12/31/2022	0 /NA	\$0.00	\$134,540.85	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 20</u>	<u>-\$72,497.23</u>	<u>\$0.00</u>				
			BASE	ACUTE AND INTERMEDIA									
24	804		ACUTE	1/1/2022 -12/31/2022	0 /NA	\$0.00	\$19,197.51	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 24</u>	<u>\$19,197.51</u>	<u>\$0.00</u>				
			BASE	COMMUNITY CRISIS SER									
25	804		CRISIS	1/1/2022 -12/31/2022	0 /NA	\$0.00	\$55,083.92	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 25</u>	<u>\$55,083.92</u>	<u>\$0.00</u>				
			BASE	EARLY ASSESSMENT AN									
26	804		EASA	1/1/2022 -12/31/2022	0 /NA	\$0.00	\$17,690.70	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 26</u>	<u>\$17,690.70</u>	<u>\$0.00</u>				
			BASE	PSRB DESIG CLIENT									
30	804		PSRB	1/1/2022 -12/31/2022	0 /NA	\$0.00	\$3,210.49	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 30</u>	<u>\$3,210.49</u>	<u>\$0.00</u>				
			BASE	GERO SPECIALISTS									
35	804		GERO	1/1/2022 -12/31/2022	0 /NA	\$0.00	\$426.77	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 35</u>	<u>\$426.77</u>	<u>\$0.00</u>				
			BASE	NI SUPPORTED EMPLOYM									
38	804		NISUEM	1/1/2022 -12/31/2022	0 /NA	\$0.00	\$2,549.65	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 38</u>	<u>\$2,549.65</u>	<u>\$0.00</u>				
			BASE	PATH GRANT									
39	804		PATH	1/1/2022 -12/31/2022	0 /NA	\$0.00	\$4,287.77	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 39</u>	<u>\$4,287.77</u>	<u>\$0.00</u>				
			BASE	NON-RESIDENTIAL MENT									
20	804		MHNRMH	7/1/2022 -12/31/2022	0 /NA	\$0.00	\$103,519.04	\$0.00	A	1	Y		
							<u>TOTAL FOR SE# 20</u>	<u>\$103,519.04</u>	<u>\$0.00</u>				
							<u>TOTAL FOR 2022</u>	<u>\$367,429.61</u>	<u>\$0.00</u>				
							<u>TOTAL FOR M0640</u>	<u>\$367,429.61</u>	<u>\$0.00</u>	173133			

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY  
DATE: 04/12/2022

Contract#: 173133  
REF#: 005

REASON FOR FAAA (for information only):

This contract amendment is for Administrative adjustment to funding and the adding of inflation dollars.

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.

- M0640 1 Special Condition #M0514 in BASE Agreement, regarding "MHS 20 Services" applies.
  
- M0640 2 A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26,27,28,30,34 and 36 from 01/01/2022 to 12/31/2022 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate scheduled found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.
  
- M0640 3 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.

**Certificate Of Completion**

Envelope Id: 5BEA87B9BD2F4FE3911074693BEE0260

Status: Sent

Subject: 173133-4 Deschutes County

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Larry Briggs

AutoNav: Enabled

LARRY.O.BRIGGS@dhsoba.state.or.us

Envelopeld Stamping: Enabled

IP Address: 209.112.106.2

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Larry Briggs

Location: DocuSign

4/19/2022 5:24:21 PM

LARRY.O.BRIGGS@dhsoba.state.or.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Oregon Health Authority - CLM Location: DocuSign

**Signer Events****Signature****Timestamp**Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mick Mitchell

mick.j.mitchell@dhsoba.state.or.us

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Margie Stanton

MARGIE.C.STANTON@dhsoba.state.or.us

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/26/2020 8:11:14 AM

ID: 20e5e982-b92b-49ae-b319-83ecdb2ac0b5

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/22/2021 9:13:25 AM

ID: 1c2f1b1a-bce9-4e77-a9ac-00927d21eb03

Sent: 4/19/2022 5:26:07 PM

Viewed: 4/20/2022 3:26:34 PM

**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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amhcontract.administrator@dhsosha.state.or.us  
amhcontract.administrator@dhsosha.state.or.us  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shawn Kintner  
Shawn.Kintner@dhsosha.state.or.us  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	4/19/2022 5:26:07 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us)

### **To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO Oregon Health Authority - CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.