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AGREEMENT # PO-44300-00026008

**SECOND AMENDMENT TO
 OREGON HEALTH AUTHORITY
 2024-2025 INTERGOVERNMENTAL AGREEMENT
 FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
 RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This Second Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (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 Service Description for **MHS 04** in Exhibit B1 of the Agreement is hereby amended to add an Administrative Memo, in the form attached hereto and incorporated herein by this reference. To the extent that there is an inconsistency between MHS 04 and the Administrative Memo, the Administrative Memo will have precedence.
2. The financial and service information in the Financial Assistance Award is 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.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. 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.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. 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.

7. 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 Joseph M. Callahan, Assistant Attorney General on June 20, 2024; email in Agreement file.

Attachment 1

4/8/2024

Administrative Memo: Community Navigator Services

OHA will launch a pilot for a Community Navigator (CN) team comprised of 5 Oregon Community Mental Health Programs (CMHP's) to include Clackamas, Deschutes, Lane, Marion, and Washington, and 1 Oregon Certified Community Behavioral Health Clinic (CCBHC), with Cascadia Behavioral Healthcare, Inc. covering the Multnomah service area, using Service Element 04 Aid and Assist Client Services for the payment method.

County, as part of the Community Navigator team pilot program, will provide up to three (3) months of in-reach and a minimum of six (6) months post discharge care coordination and case management for Individuals leaving the Oregon State Hospital (OSH) on Aid and Assist orders as stated below.

Dr. Debra Pinal's recommendation regarding development of a Community Navigator model in "Neutral Expert Second Report Regarding the Consolidated Mink and Bowman Cases," as stated in that document: "Development of community navigator model: Data from Oregon State Hospital (OSH) discharges indicates that recidivism rates (defined as return to OSH) are highest for the people who were admitted in the Aid and Assist system. To help offset this risk of recidivism and sustain compliance, OHA in coordination with stakeholders and in consultation with the Neutral Expert should develop a model to create "community navigators" to support individuals sent for restoration as they transition from OSH into community settings." County will use the Community Navigator Funds (as defined below) to carry out the following activities as part of its Community Navigator program and services:

- a. Reduce rates of recidivism for individuals, especially those at risk of houselessness, on Aid and Assist orders from involuntary state hospitalization.
- b. Support individuals in the Aid and Assist process to help reduce their risk of recidivism, and thereby also reduce strain on the state hospital system by integrating individuals on Aid and Assist back into community-based services. For the purposes of this Administrative Memo, County shall:
 - (1) Based on Aid and Assist census, selection criteria may vary by pilot site as approved by OHA.
- c. Fund Community Navigator positions and incidental costs of providing care to meet the goals of this Agreement.
- d. Ensure that the Community Navigator team serves up to 15 individuals at a time and does in-reach and post-discharge care during the pilot.
 - (1) Based on Aid and Assist census, selection criteria may vary by pilot site as approved by OHA.
- e. Require that the Community Navigator Team include a case manager and a Peer Support Specialist (with agreed variance by site, based on available positions).

- f. Require Community Navigator Teams participate in OHA facilitated trainings, including Forensic Peer Training, CTI protocol overview, and Aid and Assist training.
- g. Participate in quarterly check-ins and data reviews with OHA.
- h. Ensure that the Community Navigator Team supports individuals who are ordered for Aid and Assist restoration at OSH and in the community. Support will include:
 - (1) Engagement with individuals at OSH by phone, video, or in person for up to three months prior to individual's discharge date.
 - (2) Case management and support in the community for no less than six months post discharge into the community.
- i. Implement augmented transitional support structures to help individuals stay connected to services after their involvement with the Aid and Assist supports. This service should leverage existing potential resources, such as might be available through Coordinated Care Organizations (CCOs) and Assertive Community Treatment (ACT) services or with other supports that can be expanded with this targeted approach.
- j. Require the use of evidence-informed practices and other state examples of similar services to help inform best available approaches. Evidence informed practices include but are not limited to:
 - (1) Critical Time Intervention (CTI);
 - (2) Peer Support Specialist (PSS);
 - (3) Intensive Case Management;
 - (4) Trauma-Informed Care; and
 - (5) Educational/Vocational Supports.

Community Navigator Funds may be used to purchase a vehicle as necessary for this specific Program, subject to the following requirements:

- a. When Community Navigator Funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e., the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86 Salem,
OR 97301

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any payments realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

Special Reporting Requirements

Due to admissions being on-going throughout this period, community navigators will approach quarterly reporting in two different phases per participant (in-reach and community-based reporting after discharge from OSH).

- a. CN Team In-reach Reporting: Up to 3 months of in-reach per participant before they exit state hospital back into the community setting.
 - (1) Data gathering will initiate when community navigator teams identify the individuals who will be discharging from OSH on Aid and Assist orders within the next three months;
 - (2) Community navigator team will utilize a modified version of the existing MHS 04 Aid and Assist Report, located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx> to track demographics, diversion data, dismissed charges, community consultations, engaged services in community, as well as qualitative reporting on currently needed resources to work with individuals on A&A, current barriers, best practices, and successes;
 - (3) In addition to the basic MHS 04 report, the modified MHS 04 reporting template for this pilot will also collect available data on prior hospitalizations, discharge reasons, and diagnoses (populated by OHA data request), social determinants of health screening (includes: housing instability, food insecurity, transportation barriers, utility difficulties, and interpersonal safety), prior healthcare coverage status, and any psychotropic medications that are being taken/prescribed, or cooccurring disorders/morbidities; and,
 - (4) As soon as the community navigator team is able, they will coordinate an intake and assessment for the individual with services, including a person-centered treatment goal, integrated treatment planning, and, consideration of what case management services could be started prior to discharge, including any planning for inpatient or residential placement.
- b. CN Team community-based reporting: a minimum of six (6) months following individual's transition into the community.
 - (1) Community navigators will coordinate the re-assessment of any person-centered treatment goals as individuals re-enter the community;
 - (2) In addition to the required modified MHS 04 report and intake/assessment documentation, community navigator teams will collect information at the point of discharge on the number of days between discharge and contact with community-based services; current discharge reason; current insurance status;

notes on psychotropic medication management; and rate of linkage to reentry services;

- (3) Peers will report qualitative information about social determinants of health and engagement with the peer-delivered protocols of forensic peer training; and
- (4) Participants will be re-assessed at 9 and 12 month intervals respectively.

Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures.

The total not -to-exceed (NTE) amount paid under this Attachment 1 for the Community Navigator pilot program is \$1,000,000 (the “Community Navigator Funds”). No more than 15% of the NTE may be used for administrative expenses and incidental costs. As long as these funds are used for services outlined in this Attachment 1 (“Community Navigator Services”) and obligated for only the Community Navigator Services, they will not be subject to Settlement.

ATTACHMENT 1

EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0828

CONTRACT#: 026008

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#
FISCAL YEAR: 2023-2024													
		NAVPIA	AID & ASSIST PROJECT										
4	804	AAP		5/1/2024 - 6/30/2024	0 /NA	\$0.00	\$250,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 4							\$250,000.00	\$0.00					
TOTAL FOR 2023-2024							\$250,000.00	\$0.00					
FISCAL YEAR: 2024-2025													
		NAVPIA	AID & ASSIST PROJECT										
4	804	AAP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$750,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 4							\$750,000.00	\$0.00					
TOTAL FOR 2024-2025							\$750,000.00	\$0.00					
TOTAL FOR M0828 026008							\$1,000,000.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 05/24/2024

Contract#: 026008
REF#: 004

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds have been awarded for Community Navigator Pilot Program.

Civil Commitment Services (MHS 24) funds have been awarded per SB 5525.

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.

M0828 1 The total payment for these services is \$1,000,000, paid as follows: \$250,000 upon execution of this amendment, and an additional \$250,000 on August 1, 2024, November 1, 2024, and February 1, 2025, upon receipt and approval of invoices to be used for the Community Navigator Pilot Program, per the recommendation of the Neutral Expert for the Mink and Bowman Federal lawsuit as found in the attached Administrative Memo dated 4/8/2024. As long as these funds are used for services outlined in the amendment and obligated for only these specific services, they will not be subject to Settlement.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: PO-44300-00026008-2-2

Legal name *(tax filing)*: Deschutes County Oregon

DBA name *(if applicable)*: Deschutes County Health Services

Billing address: 2577 NE Courtney Drive

City: Bend OR 97701

Phone: 541-322-7500

FEIN: 93-6002292

- OR -

SSN: _____

Certificate Of Completion

Envelope Id: 8496D57AC94F407A97739BF692961A6A	Status: Sent
Subject: PO-44300-026008-2 Deschutes County Amendment #2	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Larry.O.Briggs@odhsoha.oregon.gov
	IP Address: 209.112.106.2

Record Tracking

Status: Original	Holder: Larry Briggs	Location: DocuSign
6/7/2024 8:22:10 AM	Larry.O.Briggs@odhsoha.oregon.gov	
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

Jon Collins
jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ebony Clarke
ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Grace Evans	Sent: 6/7/2024 8:24:41 AM
grace.evans@deschutes.org	Resent: 6/24/2024 2:19:06 PM
Contract Specialist	Viewed: 6/25/2024 1:46:29 PM

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

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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HSD In
HSD.Contracts@odhsoha.oregon.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shawn Kintner
shawn.kintner@oha.oregon.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/7/2024 8:24:41 AM
Envelope Updated	Security Checked	6/7/2024 9:27:57 AM
Envelope Updated	Security Checked	6/7/2024 9:27:57 AM
Envelope Updated	Security Checked	6/7/2024 9:27:57 AM
Envelope Updated	Security Checked	6/7/2024 9:27:57 AM
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Envelope Updated	Security Checked	6/24/2024 2:19:05 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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

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 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 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 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.