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**SECOND AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &  
PREVENTION, AND PROBLEM GAMBLING SERVICES #173148**

This Second 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, 2021 (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 **Tillamook 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 MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD, MHS 30 PSRB, set forth in Exhibit B-1, is hereby amended to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
2. 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.
3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. 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.

**5. Signatures.**

**Tillamook County**

**By:**

_____	Isabel Gilda	_____	_____
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.

**EXHIBIT A**

31. Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

**a. Service Description**

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

**(1) Monitoring Services include:**

- (a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (b)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (d)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (e)** Administrative activities related to the Monitoring Services described above, including but not limited to:
  - i. Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
  - ii. Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
  - iii. Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
  - iv. Implementing board-approved modifications of Conditional Release Orders;
  - v. Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;
  - vi. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
  - vii. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the

Conditional Release Order should be requested from the PSRB or JPSRB.

(2) Security and Supervision Services includes:

- (a) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Services Matrix	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

- (b) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:

- i. Additional staffing;
- ii. Transportation;
- iii. Interpreter services;
- iv. Medical services and medications;
- v. Rental assistance, room and board, and person and incidental funds;
- vi. Payee
- vii. Guardianship (initial and ongoing) costs;
- viii. To obtain legal identification for Individuals receiving supported housing and intensive case management services as identified in Monitoring Services section above; and
- ix. Non-medically approved services including, but not limited to assessment, evaluation, outpatient treatment, and polygraph.

**b. Performance Requirements**

- (1) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

**c. Reporting Requirements**

See Exhibit E, 10.

**d. Special Reporting Requirements**

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- (1) Conditional Release Plan or Conditional Release Order;
- (2) Monthly progress notes;
- (3) Incident reports;
- (4) Evaluations and assessments;
- (5) Notifications of Revocation and Order of Revocation;
- (6) Treatment Plans
- (7) Notification of Change of Residence; or
- (8) Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

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

Use Payment and Settlement language, Section 1.f.(1).