



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 18, 2017

Department: Health Agenda Planning Date: Oct. 12, 2017 Time required: 10 min

Audio/Visual aids

Contact: Cydney Nestor, Division Director Phone: 503-585-4911

Department Head Signature: [Signature]

TITLE DHS 2015-2019 IGA for the Financing of Community Developmental Disability Services No.148075; Amendment 3

Issue, Description & Background Marion County entered into an Intergovernmental Agreement with DHS on July 1, 2015 through September 30, 2017 to receive financial assistance as the Community Developmental Disability Program (CDDP) for the operation of Developmental Disability Services for individuals residing in Marion County. Funding for this Agreement is awarded to the County through eXPRS (Express Payment and Reporting System) in a SEPA (Service Element Prior Authorization). Upon County's acceptance of the SEPA, County agrees to provide services as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, Service Element Standards and Procedures and any Special Conditions. Amendment 3 restates the agreement in its entirety as of October 1, 2017, adds \$17,016,486 and extends the restated Agreement through June 30, 2019. In addition per the IGA 148075 Amendment 3; Exhibit C Special Terms and Conditions, through a separate Board Order, the Marion County Commissioners shall appoint County Financial Assistance Administrators to administer the DHS IGA; October 1, 2017 through June 30, 2019.

Financial Impacts: Original IGA, July 1, 2015 - June 30, 2017; \$13,630,752.82, Amendment 3 adds \$17,016,486 (July 1, 2017 - June 30, 2019). The overall total IGA is now \$30,647,238.82

Impacts to Department & External Agencies The Health Department anticipates no impact on other departments.

Options for Consideration: 1. Approve Amendment 3 to IGA #148075 with DHS for Developmental Disability Services. 2. Deny approval of Amendment 3 to IGA #148075 with DHS for Developmental Disability Services. 3. Take no action at this time.

Recommendation: The Health Department recommends approval of Amendment 3 to IGA #148075.

List of attachments: DHS 2015-2019 IGA for the Financing of Community Developmental Disability Services No.148075; Amendment 3.

Presenter: Cydney Nestor, Division Director

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

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Copies to:

Linda Wilson, [lwilson@co.marion.or.us](mailto:lwilson@co.marion.or.us)



# Contract Review Sheet

Contract #: HE-1173-15 (2001)

Person Sending: Linda Wilson Department: Health

Contact Phone #: 503-361-2792 Date Sent: \_\_\_\_\_

Contract  Amendment # 3  Lease  IGA  MOU  Grant (attach approved grant award transmittal form)

Title: DHS IGA #148075 for the Financing of Community Developmental Disability Services

Contractor's Name: Department of Human Services

Term - Date From: July 1, 2015 Expires: Sep 30, 2017 extended through June 30, 2019

Contract Total: 13,630,752.82 Amendment Amount: 17,016,486 New Contract Total: 30,647,238.82

Source Selection Method: # 50-0010

### Additional Considerations (check all that apply)

- Board Order # 15-73
- Incoming Funds
- Independent Contractor (LECS) approval date: \_\_\_\_\_
- Insurance Waiver (attach)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

### Description of Services or Grant Award:

DHS issued an IGA to the County to provide the services described in Exhibit B part 2 Service Element Standards and Procedures to oversee and provide services to for individuals with developmental disabilities. Amendment 3 : Restates the agreement in its entirety as of October 1, 2017, adds \$17,016,486, extends the agreement through June 30, 2019, and per Exhibit C Special Terms and Conditions, through a separate Board Order, the Marion County Commissioners shall appoint County Financial Assistance Administrators to administer the DHS IGA; October 1, 2017 through June 30, 2019.

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

### REQUIRED APPROVALS:

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_

Risk Manager \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

To be filed

Added to master list

Returned to \_\_\_\_\_ Department for \_\_\_\_\_ signatures

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES  
AMENDED AND RESTATED**

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

This Amendment number **03** for the Intergovernmental Grant Agreement for the Financing of Community Developmental Disability Services (the "Agreement") is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and Marion County ("County").

**RECITALS**

WHEREAS, DHS and County entered into that certain Agreement number 148075 effective on July 1, 2015 incorporated herein by this reference;

WHEREAS, DHS and County desire to amend and restate the Agreement in its entirety as of October 1, 2017 and to extend the restated Agreement through June 30, 2019 and otherwise modify it as set forth herein;

WHEREAS, County when operating as the CDDP is acting on actions within federal or Oregon statute, administrative rule or contract.

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. DHS and County hereby restate the Agreement in its entirety as of October 1, 2017 and agree that the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in Section 2 "Effective Date and Duration", subject to the termination provisions otherwise set forth in the Agreement.

**2. Effective Date and Duration.**

This Agreement shall become effective on October 1, 2017. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**3. Agreement Documents, Order of Precedence.**

- a. This Agreement consists of the following documents and includes the Exhibits listed below which are by this reference incorporated herein:

This Agreement without Exhibits;  
Exhibit A Definitions;  
Exhibit B Part 1 Operations and Administration Terms and Conditions;  
Exhibit B Part 2 Service Element Standards and Procedures;  
Exhibit B Part 3 Financial Terms and Conditions;  
Exhibit C Special Terms and Conditions;  
Exhibit D General Terms and Conditions;  
Exhibit E Standard Terms and Conditions;  
Exhibit F Required Federal Terms and Conditions;  
Exhibit G Part 1 Required Subcontractor Provisions;  
Exhibit G Part 2 Subcontractor Insurance Requirements; and  
Exhibit H Reserved

This Agreement constitutes the entire agreement between the parties on the subject matter hereof; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence:

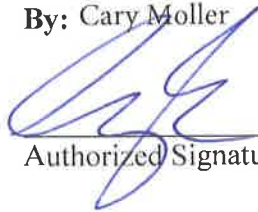
This Agreement without Exhibits;  
(1) Exhibit F Required Federal Terms and Conditions;  
(2) Exhibit A Definitions;  
(3) Exhibit B Part 3 Financial Terms and Conditions;  
(4) Exhibit B Part 1 Operations and Administration Terms and Conditions;  
(5) Exhibit B Part 2 Service Element Standards and Procedures;  
(6) Exhibit C Special Terms and Conditions;  
(7) Exhibit D General Terms and Conditions;  
(8) Exhibit E Standard Terms and Conditions;  
(9) Exhibit G Part 1 Required Subcontractor Provisions;  
(10) Exhibit G Part 2 Subcontractor Insurance Requirements; and  
(11) Exhibit H Reserved

- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit B, Part 2.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY  
ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT,  
AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Marion County**

**By:** Cary Moller



Administrator

10/3/17

Authorized Signature

Title

Date

**State of Oregon, acting by and through its Department of Human Services**

**By:**

Authorized Signature

Title

Date

**Approved for Legal Sufficiency:**

/s/ Steven Marlowe

September 13, 2017

Authorized Signature

Title

Date

Agreement# 148075

DEPARTMENT OF HUMAN SERVICES  
2015-2019 Intergovernmental Agreement  
for the Financing of Community Developmental Disability Services  
Amendment 3

MARION COUNTY  
MARION COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Chair

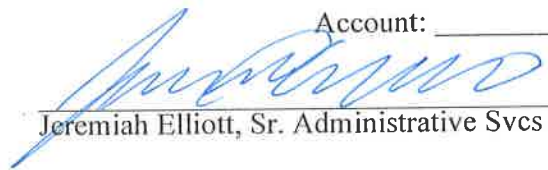
\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

Fund Verification      Service Code: \_\_\_\_\_

Account: \_\_\_\_\_

 10/2/17  
Jeremiah Elliott, Sr. Administrative Svcs Mgr Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Marion County Legal Counsel      Date

\_\_\_\_\_  
Marion County Contracts and Procurement      Date

\_\_\_\_\_  
Chief Administrative Officer      Date

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT A  
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Element Standards and Procedures, and special conditions in the Service Element Prior Authorization (SEPA). When a word or phrase is defined in a particular Service Element Standards and Procedures, or special condition in the Service Element Prior Authorization, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Element Standards and Procedures, or special condition in which it is defined.

1. **“Access”** means the ability or the means necessary to read, communicate, or otherwise use any DHS Information Asset.
2. **“Agreement Settlement”** means DHS’ final reconciliation, after termination or expiration of this Agreement, of amounts DHS actually disbursed to County from the Service Element Prior Authorization with amounts that DHS is obligated to pay in accordance with the funding calculation methodologies set forth in the Service Element Standards and Procedures. DHS reconciles disbursements and payments on an individual Service Element basis as set forth in the Service Element Standards and Procedures, and in accordance with Exhibit B Part 3, Section 1 Disbursement of Payments, and Section 6 Recovery of Funding for Misexpenditure of this Agreement.
3. **“Allowable Costs”** means the costs determined in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Element Standards and Procedures, or special conditions identified in the Service Element Prior Authorization.
4. **“Brokerage”** has the meaning as set forth in OAR 411-317-0000.
5. **“Career Development Plan”** or **“CDP”** has the meaning set forth in OAR 411-317-0000.
6. **“Case Management Services”** has the meaning as set forth in OAR 411-317-0000.
7. **“Choice”** has the meaning as set forth in OAR 411-317-0000.
8. **“Claim”** has the meaning set forth in OAR 411-370-0010.
9. **“Client”** has the same meaning as Individual or Recipient, for purposes of this Agreement.
10. **“Client Record(s)”** means any client, applicant, or participant information regardless of the media or source, provided by DHS to CDDP or exchanged between the parties.
11. **“Client Prior Authorization”** or **“CPA”** means an authorization for a specific Individual to receive a particular Service, by an identified Provider at a rate approved by



DHS. The CPA is submitted by County for the Provider once an Individual and the Provider have agreed to a service. The CPA specifies:

- a. the Service,
  - b. the Individual or Recipient,
  - c. the effective date and end date for the Services authorized in the CPA, and
  - d. the rate for the Service.
12. **“CMS”** means Centers for Medicare and Medicaid Services.
  13. **“Community Developmental Disability Program”** or **“CDDP”** has the meaning as set forth in OAR 411-317-0000.
  14. **“Community First Choice State Plan”** or **“KPlan”** has the meaning as set forth in OAR 411-317-0000.
  15. **“County Authorization”** means an authorization by County of the DD Services that County is responsible to authorize according to Exhibit B Part 1, Section 2, and as identified in an Individual’s ISP and entered for billing purposes into eXPRS via POC or a CPA.
  16. **“County CDDP Administrator”** has the meaning set forth in Exhibit C, Section 3 of this Agreement.
  17. **“Developmental Disability”** or **“DD”** has the meaning as set forth in OAR 411-317-0000.
  18. **“Developmental Disability Services”** or **“DD Services”** has the meaning as set forth in OAR 411-317-0000.
  19. **“DHS Diagnosis and Evaluation Coordinator”** means the DHS staff responsible for determining whether an Individual meets DD LOC eligibility based on the CDDP Services Coordinator’s initial LOC eligibility determination.
  20. **“Disbursement Claim”** means a document executed and delivered to DHS by a Provider or County, either electronically in eXPRS or in hard copy, with respect to a DD Service authorized in a CPA and PPA, or Plan of Care, certifying that a unit of that DD Service was delivered by a Provider identified in the CPA and PPA, or Plan of Care, to the Individual identified in the CPA or Plan of Care, during the period specified in the CPA or Plan of Care; and requesting disbursement of funds for that unit of DD Service.
  21. **“Employer”** has the meaning as set forth in OAR 411-317-0000.
  22. **“Common Law Employer”** means the employer referred to in OAR 411-375-0010.
  23. **“Employment First Policy”** means the policy set forth at <http://www.oregon.gov/dhs/employment/employment-first/Documents/policy.pdf> that states that work in integrated jobs is the first priority option in planning employment services for working-age adults and youth.
  24. **“Express Payment and Reporting System”** or **“eXPRS”** means an information system for managing the disbursement and tracking of DHS payments for developmental disability programs.

25. **“Federal Funds”** means all funds paid to CDDP under this Agreement that DHS receives from an agency, instrumentality or program of the federal government of the United States.
26. **“Fiscal Intermediary”** has the meaning set forth in OAR 411-375-0010.
27. **“Foster Provider”** has the meaning set forth in OAR 411-346-0110.
28. **“Full-time Equivalent”** or **“FTE”** means a unit of measure equivalent to one person working full-time. An FTE of 1.0 is equivalent to full-time; an FTE of 0.5 is half of a full-time work load.
29. **“Functional Needs Assessment”** or **“FNA”** has the meaning as set forth in OAR 411-317-0000.
30. **“Home and Community-Based Services”** has the meaning as set forth in OAR 411-317-0000.
31. **“Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any network and information system or DHS information asset including, but not limited to unauthorized disclosure of information; failure to protect user’s identification (ID) provided by DHS; or, theft of computer equipment that uses or stores any DHS information asset.
32. **“Individual”** has the meaning as set forth in OAR 411-317-0000.
33. **“Individual Support Plan”** or **“ISP”** has the meaning as set forth in OAR 411-317-0000.
34. **“Individual Support Plan Team”** or **“ISP Team”** means the individual or their designated representative, the Services coordinator, and others chosen by the individual to participate in service planning, as set forth in OAR 411-415-0070.
35. **“Individual User Profile (IUP)”** refers to the DHS form used to authorize a User, identify their job assignment and the required access to DHS Network and Information System(s). It generates a unique alpha/numeric code used to access the DHS Network and Information Systems.
36. **“Information Asset(s)”** refers to all information provided through DHS, regardless of the source, which requires measures for security and privacy
37. **“Intellectual Disability”** or **“ID”** has the meaning as set forth in OAR 411-317-0000.
38. **“Intellectual or Developmental Disability”** or **“I/DD”** has the meaning as set forth in OAR 411-317-0000.
39. **“Juvenile Psychiatric Security Review Board”** or **“JPSRB”** is the juvenile panel of the Oregon Psychiatric Security Review Board as constituted under ORS 161.385. The JPSRB, along with DHS, identifies and designates a child placed under jurisdiction of JPSRB with a Developmental Disability requiring a significant increase in supervision, support, and legal monitoring in lieu of incarceration or placement under Oregon Youth Authority.

40. **“Level of Care” or “LOC”** means the Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/ID) Level of Care, Hospital Level of Care, or Nursing Facility Level of Care, as defined in OAR 411-317-0000.
41. **“Local Administration Services”** has the meaning set forth in the Service Element Standards and Procedures DD 02 Local Administration (LA) and described in OAR 411-320.
42. **“Local Match”** means the opportunity for Local Government Entities, including Transit Districts, to request additional federal funds to recoup costs for IDD program expenditures, *exceeding allotted state funds*, in the following services, SE53, SE02, SE48. The Local Government Entity is responsible for the local fund portion and providing the necessary documentation to DHS for approval. If approved the local funds will be submitted for federal match.
43. **“Management Entity”** has the meaning set forth in OAR 411-320-0020.
44. **“Management Plan” or “CDDP Management Plan”** has the meaning as set forth in OAR 411-320-0030 (2).
45. **“Medicaid”** means Federal Funds received by DHS under Title XIX of the Social Security Act and Children’s Health Insurance Funds administered jointly with Title XIX funds as part of state medical assistance programs by DHS.
46. **“Medicaid Fraud”** means the providing of false information to claim reimbursement for Medicaid funded services. Medicaid Fraud includes, but is not limited to, the following activities: billing for services not actually performed; billing for more expensive services than actually rendered; billing for several services that should be combined into one billing; and billing twice for the same service.
47. **“Misexpenditure”** means money, other than Overexpenditure, disbursed to County by DHS under this Agreement and expended by County or a Subcontractor that:
  - a. Is identified by the federal government as expended contrary to applicable statutes, rules, the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of Federal Funds, a federal notice of disallowance, or otherwise; or
  - b. Is expended in a manner not permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars, or any other authority that governs the permissible expenditure of such money; or
  - c. Is expended on the delivery of a DD Service in violation of the Standards and Procedures of this Agreement with respect to that DD Service.
48. **“Network and Information System(s)”** means the DHS and State of Oregon’s computer infrastructure which provides personal communications, Client Records and other sensitive Information Assets, regional, wide area, and local networks, and the internetworking of various types of networks.

49. **“ODDS”** has the meaning set forth in OAR 411-317-0000.
50. **“ODDS Fund Allocation Coordinator”** or **“ODDS FAC”** means the ODDS staff person assigned to serve as the liaison with County and to coordinate the addition of funding in a SEPA or review and acceptance of CPAs under this Agreement.
51. **“Office of Adult Abuse Prevention and Investigation”** or **“OAAPI”** means the DHS office that investigates reports of suspected abuse or neglect.
52. **“Oregon Supplemental Income Program-Medical”** or **“OSIPM”** means the Oregon Medicaid insurance coverage for an Individual who meets eligibility criteria as described in OAR Chapter 461.
53. **“Overexpenditure”** means money disbursed by DHS under this Agreement and expended by County that is in excess of the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
54. **“Personal Support Worker”** or **“PSW”** has the meaning as set forth in OAR 411-317-0000.
55. **“Plan of Care”** or **“POC”** means a service authorization feature in eXPRS that is a collection of individual Provider service authorizations for an I/DD Individual. These Service authorizations in accepted status are required to enable the Provider of the authorized Service to successfully submit Claims for payment.
56. **“Program Area”** means the area within the State of Oregon where County is contracted to provide DD Services.
57. **“Provider”** has the meaning as set forth in OAR 411-317-0000.
58. **“Provider Authorization”** identifies the person performing the duties identified in the service authorization as well as the rate and dates the services are authorized in compliance with the applicable Expenditure Guidelines published by ODDS. Providers specific duties are tied to the individual they are serving and are identified in the Service Level Agreement between the Employer and the Provider.
59. **“Provider Enrollment Agreement”** or **“PEA”** has the meaning set forth in OAR 411-370, Provider Enrollment, Service Billing and Service Payment.
60. **“Provider Prior Authorization”** or **“PPA”** means an authorization, either through eXPRS or by submission to DHS of a document acceptable to DHS, for funding awarded in the SEPA for delivery of a particular DD Service by a particular Provider, and for Provider submission of Disbursement Claims for the DD Service, that specifies:
  - a. the DD Service,
  - b. the Provider,
  - c. a period of time, during which the authorization may be used to support delivery of the DD Service by the Provider,
  - d. whether the PPA is an “Opt Out” PPA for those Providers that are paid through a CPA and have fluctuating amounts in a specific month; or the PPA is for a specific amount authorized to the Provider for a specified time frame. If the PPA

is for an amount for a specific Provider, the total amounts authorized in the PPAs cannot exceed the total SEPA amount for that time frame for that DD Service.

61. **“Recipient”** has the meaning as set forth in OAR 411-370-0010.
62. **“Restructuring Budgets, Assessments and Rates”** or **“ReBAR”** means the DHS process for conducting Functional Needs Assessments for Individuals; using assessment results to determine a Service budget amount for the Individual; and establishing fair and equitable rates for Providers of the Services to the Individual.
63. **“SEPA Adjustment”** means a document, acceptable to DHS, that may be presented and executed in hard copy, or electronically in eXPRS, by County, that amends the SEPA, with respect to one or more DD Services, to reflect the new maximum amount of funding that DHS will provide under this Agreement through eXPRS for the specified Service Element(s), as well as any new or modified special performance or other requirements.
64. **“SEPA Pass Phrase/Pass Code”** or **“SEPA Pass Phrase”** means a code used by eXPRS to verify the identity of the individual accepting the SEPA Adjustment on behalf of County.
65. **“Service”** means any one of the DD Services for Individuals listed in Exhibit B Part 2 of this Agreement provided directly by CDDP, subcontracted by County, or authorized by CDDP pursuant to this Agreement.
66. **“Service Authorization”** means an authorization by CDDP of the DD Services that CDDP is responsible to authorize according to Exhibit B, Part 1 Section 2, and as identified in an Individual’s ISP and entered for billing purposes into eXPRS via POC or a CPA.
67. **“Services Coordinator”** has the meaning as set forth in OAR 411-317-0000.
68. **“Service Element”** has the meaning as set forth in OAR 411-317-0000.
69. **“Service Element Prior Authorization”** or **“SEPA”** means the maximum amount of Service Element funding that DHS will provide to County under this Agreement through eXPRS, and any Service Element associated special performance or other requirements. The SEPA is broken down by Service Element and may be amended from time to time by a SEPA Adjustment.
70. **“Service Element Standards and Procedures”** means the description of a Service Element and the Standards and Procedures associated with the Service Element. The Service Element Standards and Procedures apply to those DD Services funded through this Agreement and for all DD Services authorized by County.
71. **“Settlement”** means the process through which ODDS determines Underexpenditures and Overexpenditures, and resolves Misexpenditures at the end of each biennium or on an interim basis during the term of this Agreement.
72. **“Stabilization and Crisis Unit”** or **“SACU”** means the DHS unit that directly provides 24-hour residential services, as described in OAR Chapter 411, Division 325, for Individuals with DD, as opposed to DHS financing the DD Services under an intergovernmental agreement with County, or purchasing the DD Services from a DD Service Provider.

73. “**STEPS**” means the voluntary training program provided by the Oregon Home Care Commission and offered to all Individuals receiving in-home Services. STEPS meets the KPlan requirement for voluntary training on how to select, manage, and dismiss attendants, and provides activities to empower and inform Individuals receiving in-home Services regarding their rights, roles, and responsibilities as employers of homecare workers.
74. “**Subcontract**” has the meaning as set forth in Exhibit D Section 2 of this Agreement.
75. “**Subcontractor**” has the meaning as set forth in Exhibit D Section 2 of this Agreement.
76. “**Transmittals**” means communications that request action from, or provide policy, program, training, and other information to County. Transmittals take the form of Action Requests (AR), Information Memoranda (IM), or Policy Transmittals (PT).
77. “**Underexpenditure**” means money disbursed by DHS under this Agreement and not expended by County that is less than the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
78. “**User**” means any individual authorized by DHS to access Network and Information Systems and who has an assigned unique log-on identifier.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT B PART 1  
OPERATIONS AND ADMINISTRATION TERMS AND CONDITIONS**

1. **Biennial Plan.** County shall provide DHS with a Biennial Plan and related budget information pursuant to ORS 430.662 and 430.664 for the operation of the CDDP, using forms provided by DHS. County shall submit its Biennial Plan within 180 calendar days, following receipt of the Biennial Plan forms, or within 180 calendar days of the end of the biennium, whichever is later. Except as provided in ORS 430.662(f), subsequent amendments or modifications to County's Biennial Plan must be approved in advance by DHS before the amendments or modifications are implemented. DHS shall provide technical assistance to County for the development of its Biennial Plan.

The Biennial Plan shall include but not be limited to the following:

- a. **System Overview.** Provide an overview of County's current I/DD service and support system for each of the DD Services funded through this Agreement. Include the role of County and, when applicable, County's subcontractor. Describe how County is collaborating with oversight entities, other governmental and non-governmental entities to ensure the delivery of DD Services.
- b. **County Needs Evaluation.** Identify areas where County has identified that the DD Service needs of Individuals or Service capacity needs are not being met and possible solutions for meeting those needs.
- c. **Strengths Evaluation.** Identify areas where Services are being met and where County is successfully meeting Individual's DD Service needs. Describe how this is being accomplished and any new or innovative methods being used to meet the Service needs.
- d. **Performance Measures.** Provide an overview of County's management plans for monitoring and improving results for the Performance Measures identified in Exhibit B Part 1, Section 7.
- e. **Disaster and Data Recovery Plan.** Describe County's disaster and data recovery plan and how County plans to maintain it.
- f. **Additional Information.** Provide any additional information that County believes DHS should be aware of with regards to successes, concerns, or limitations being faced by County's CDDP.

Written approval by DHS in connection with this Agreement of Services as part of County's Biennial Plan is effective only for those Services insofar as they are funded under this Agreement.

## 2. **CDDP Administrative Responsibilities.**

In performing the Work under this Agreement:

- a. CDDP shall comply with 42 CFR §447.10 as the conditions and provisions apply to an organized health care delivery system.
- b. CDDP shall participate in person, by phone, or video conference, in monthly CDDP program manager meetings and other meetings as designated by ODDS. Meetings will be scheduled by DHS with representatives designated by DHS to review, clarify, and further plan the Work performed under this Agreement. These DHS-CDDP meetings shall be scheduled at a time mutually acceptable to both parties.
- c. CDDP shall adhere to all OARs, ORS', CFRs and Service Element Standards and Procedures pursuant to this Agreement. If a CDDP refuses to take the action necessary to assure the health and safety of Individuals enrolled in DD services, ODDS will notify the CDDP in writing that ODDS intends to perform the functions necessary for the health and safety of the Individual. DHS will reduce the funding received by the County, to cover the costs of ODDS fulfilling the roles necessary for the needed actions.
- d. CDDP management is responsible for ensuring information provided by DHS, such as transmittals, worker guides, and information gathered from the CDDP program managers meeting, is communicated effectively and timely with all applicable CDDP staff.
- e. CDDPs must comply with the use of DHS electronic systems utilized for information related to individuals and providers upon implementation and training.
- f. CDDP must complete the Eligibility Survey emailed from DHS in July and December within 30 calendar days of receipt. The Survey gathers information available through the 0337 process.

## 3. **County Assistance with Provider and Employer Enrollment and Credentials.**

- a. County shall assist any Individual who wishes to hire a Personal Support Worker (PSW) in the following ways:
  - (1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE County will:
    - (a) Initiate enrollment of the CLE into the Fiscal Management Agent Servicer (FMAS) vendor's web portal (currently referred to as "BetterOnline"). For each new CLE, County will provide the required information to successfully enroll the CLE.
    - (b) Provide assistance to the Individual or the designated CLE in completing the required paperwork. County may provide this assistance or refer the CLE to the STEPS program.



- (c) Upon request, if the County identifies a need, County shall refer the CLE to the STEPS program.
  - (2) Assist the Individual in qualifying PSWs by:
    - (a) Providing PSWs with a Provider Enrollment Agreement (PEA) and initiating a Criminal History Check (CHC).
    - (b) Initiating the PSW enrollment in the FMAS vendor's web portal. For each new PSW, County will provide the required information to successfully enroll the PSW.
- b. County shall assist any Individual who wishes to hire an Independent Contractor (IC) by initiating a CHC for all new IC's.
- c. For PSW Providers, County shall assist Individuals by verifying certifications, licenses, CHC, driver's licenses, and auto insurance are appropriate and up to date prior to Services being authorized. Additionally, County shall assist Individuals by ensuring that IC's CHC is valid and up to date prior to Services being authorized.

**4. CDDP Responsibilities with regards to Lane v. Brown et al Settlement Agreement.**

CDDP shall develop a Career Development Plan (CDP), consistent with ODDS policy and administrative rules, as well as Executive Order 15-01, as part of the ISP for all individuals of working age, including transition age individuals prior to their expected exit from school or within one year of an unexpected exit from school.

- a. CDDP shall submit copies of the CDP documents to DHS upon request or cooperate with ODDS field review to verify compliance with timely development of CDPs.
- b. In the event the CDDP fails to develop a CDP for any individual, the CDDP shall take corrective action and develop the CDP within 90 calendar days of the date the CDDP is notified by DHS, or CDDP self identifies the absence of a required CDP. The development must meet the requirements as outlined in ODDS policy and administrative rule. These newly developed CDPs must be submitted to ODDS for a quality assurance review.
- c. If CDDP fails to respond or follow the directives as lined out in a. and b. above, a financial penalty not to exceed \$150.00 per identified CDP may be assessed.

**5. ODDS Administrative Responsibilities.**

- a. ODDS will publish transmittals prior to the effective date of the transmittal.
- b. ODDS will provide training to the CDDP staff prior to implementing new systems. Training may be in multiple formats including but not limited to:
  - (1) In person
  - (2) Webinars
  - (3) iLearn

- (4) Other media sources

Trainings will be conducted, at a minimum, in four areas of the state if in person.

## 6. **Quality Assurance.**

### a. DHS' quality assurance activities include:

- (1) Review of case management services;
- (2) Review of assessments, ISPs, and Level of Care;
- (3) Review of CDDP's Provider monitoring, complaints, and other contracted obligations; and
- (4) Review of approved claims.

### b. CDDP shall:

- (1) Comply with all DHS quality assurance reviews, plans, and processes designed to monitor and ensure CDDP's timely and accurate CMS compliance.
- (2) CDDP shall follow any and all undisputed remediation instructions, including timelines, resulting from the quality assurance review findings.
- (3) Make available to DHS' quality assurance staff, upon request, access, including a login and password, to any electronic systems that contain I/DD information regarding Individuals enrolled in DD 48 Case Management Services as allowed under federal and state law.

### c. DHS shall:

- (1) Notify County in advance of a DHS quality assurance review.
- (2) Provide timely feedback to County of quality assurance review findings and an opportunity for County to dispute those findings.
- (3) Provide technical assistance and training to County in the areas identified as needing improvement by the quality assurance review. Technical assistance and training provided by DHS will not negate necessary remediation activities by County.
- (4) Provide Counties and Providers, if applicable, access to the quality assurance review reports prior to the reports posting on the DHS website.

## 7. **Performance Measure Requirements.**

### a. The following processes have been identified as the performances to be measured. Performance measure results will be tracked. Scoring from the 17-19 biennium quality assurance review will be used to measure the following:

- (1) Level of Care, assessments, and service plans must be cumulatively scored at minimum 90%.
- (2) Completed Career Development Plans must be scored at 85% or higher.
- (3) Health and welfare must be cumulatively scored at minimum 90%.

- (4) Monitoring and complaints must be cumulatively scored at minimum 90%.
- (5) Progress notes must be scored at a minimum 90%.
- b. County Manager Compliance. County will comply with Exhibit B Part 1, subsection 2.b. above, with a 95% attendance.
- c. Publication of Performance Measure Tracking Results.  
DHS may publish performance measure tracking results and post to the DHS website after providing the results to Counties and Providers, if applicable.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT B PART 2  
STANDARDS AND PROCEDURES**

**1. Provision of Services.**

The DD Services listed in subsections a. and b. below must be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, and Service Element Standards and Procedures for the DD Services. Requirements for Service Elements may be found in the OARs listed below. Any additional Standards and Procedures may be found in this Exhibit B, Part 2. Only DD Services listed in subsections a. and b. below are subject to this Agreement.

- a. Upon acceptance of the Service Element Prior Authorization in eXPRS, County agrees to directly provide or subcontract for the DD Services listed in this subsection. The DD Services provided by County whose costs are covered in whole or in part with the SEPA are:

Service Name	Service Code	OAR(s)
Local Administration (LA)	DD 02	Chapter 411, Division 320, Service Element Standards and Procedures
Case Management	DD 48	Chapter 411, Division 415; Service Element Standards and Procedures
Abuse Investigation Services	DD 55	Chapter 411, Division 320; Service Element Standards and Procedures

- b. DD Services authorized by County through a CPA or Plan of Care Authorization in eXPRS and performed by DHS enrolled Providers are:

Service Name	Service Code	OAR(s)
Nursing Facility Specialized Services	DD 45	Chapter 411, Division 86
Comprehensive In-Home Support Services for Adults	DD 49	Chapter 411, Divisions 345, 435 and 450
Residential Facilities	DD 50	Chapter 411, Division 325
Supported Living Services	DD 51	Chapter 411, Division 328
Transportation Services	DD 53	Service Element Standards and Procedures
Employment and other Non-Residential Day Services	DD 54	Chapter 411, Divisions 345 and 450

Service Name	Service Code	OAR(s)
Rent Subsidy	DD 56	Service Element Standards and Procedures
Special Projects	DD 57	Service Element Standards and Procedures
Adult Foster Homes	DD 58 Adult	Chapter 411, Division 360
Child Foster Homes	DD 58 Child	Chapter 411, Division 346
Family Support Services for Children	DD 150	Chapter 411, Division 305
In-Home Support for Children	DD 151	Chapter 411, Divisions 435 and 450
Room & Board General Fund	DD 156	Service Element Standards and Procedures

**2. Service Element Standards and Procedures Review Process.**

DHS shall update the Service Element Standards and Procedures as follows:

- a. ODDS will engage with a standing group of stakeholders to review and, if needed, modify these Service Elements at least once per biennium. Stakeholders include CDDP staff, designated representatives, ODDS staff, and other identified parties.
- b. Upon determining that an update is necessary to any of the above listed Service Element Standards and Procedures, a draft of the document changes will be sent to the stakeholder group via e-mail for review and comment. The e-mail shall include a time, date, and conference line number for a discussion between DHS and County regarding the draft Standards and Procedures being reviewed. DHS will accept comments via e-mail for 15 business days after the date of the e-mail.
- c. After the conference call and the deadline for receipt of any e-mail review and comment by County staff, DHS will consider any information from counties when determining the final changes to the Standards and Procedures.
- d. Upon completion of the Standards and Procedures review process, DHS shall follow the amendment process as outlined in Exhibit D, Section 6 of this Agreement to add the updated Service Element Standards and Procedures.

## Service Element DD 02 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Local Administration (LA)  
**Service ID Code:** DD 02

### 1. Overview.

Local Administration encompasses the activities related to the general administration and management of a Community Developmental Disability Program (CDDP). These activities include but are not limited to:

- a. Insuring all staff receive necessary training;
- b. Insuring all services offered by the CDDP are understood by staff as well as the rules that govern those services;
- c. Complying with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff;
- d. Assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346 unless otherwise exempt under Oregon law.

### 2. Standards and Procedures not identified in rule.

- a. Comply and track compliance with Oregon Administrative Rules, DHS policies and procedures, and Transmittals.
- b. Assist DHS with the implementation of and compliance with Executive Order 15-01 and OAR Chapter 407, Division 025 and as outlined in Exhibit B, Part 1 of this Agreement.
- c. Special Reporting Requirements  
Upon DHS request, CDDP will provide data and information relative to the implementation of DD 02 Services within the time specified by DHS in its request to CDDP.
- d. Billing and Payment Procedures
  - (1) DHS will provide CDDP with funding for DD 02 Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP workload model or its funding level for FTE staff.
  - (2) DHS will disburse funding for DD 02 Services for a specified period of time equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time. Any recovery of funding will be done as outlined in Exhibit B, Part 3 of this Agreement unless the recovery falls in the following section c.

- (3) If, due to administrative error, CDDP fails to timely approved PSW time submitted and requests an Out of Cycle payment, CDDP will have their 02 SEPA allocation reduced by \$50 per accepted request.
- e. CDDP, as a Provider of DD 02 Services that are funded by DHS, must:
- (1) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (14), or have an agreement with another county to perform eligibility determination for the County receiving the DD 02 funding. If there is an agreement with another county to perform eligibility determinations, the agreement must include the provision of DD 02 Services in that county's geographic Program Area. Eligibility Specialists employed to provide eligibility services must:
    - (a) Meet the criteria of a Services Coordinator Eligibility Specialist, as described in OAR 411-320-0030 (5)(d), as such rules may be revised from time to time;
    - (b) Complete a competency based training given by DHS' Diagnosis and Evaluation Coordinator within one year of hire;
    - (c) Participate in DHS sponsored training on an annual basis; and
    - (d) Participate in a minimum of 20 hours of training related to Developmental Disabilities or eligibility on an annual basis.
  - (2) The Provider of DD 02 Services funded by DHS, whether County, a CDDP, or Subcontractor, must employ the staff indicated on its workload model in the specific position type indicated for local administrative services. The Provider must hire as many employees as possible for each identified position per the funding allocated to Provider.
  - (3) Employ sufficient staff to perform the eligibility determinations for its own County and the county with whom it is subcontracting if performing eligibility determinations for another county.
  - (4) Use DHS approved forms and procedures for eligibility determination services.
  - (5) Inform DHS' Office of Developmental Disability Services (ODDS) of the name(s) of the County's designated Eligibility Specialist(s), and notify ODDS if the County assigns a new Eligibility Specialist.
  - (6) Follow the processes established by DHS to complete the Level of Care determination when an Individual is initially eligible for Developmental Disability Services.
  - (7) Ensure any Provider of DD 02 Services for County completes the Eligibility Specialist section of the DHS Level of Care form within 10 calendar days of the date of initial eligibility. The LOC must be completed in its entirety as soon as possible after eligibility is determined, in compliance with OAR 411-415. Upon completion, the LOC must be submitted to ODDS within 30 calendar days.

- (8) Work with all Individuals and their ISP Teams to reevaluate the need for institutional LOC on an annual basis or more often if there is a change in an Individual's need or an Individual requests a review.
- (9) Terminate from Level of Care for any Individual that does not meet the LOC eligibility requirements and refer the Individual to other non-waiver or non-K Plan Services.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.



## Service Element DD 45 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Nursing Facility Specialized Services  
**Service ID Code:** DD 45

### 1. Overview.

Nursing Facility Specialized Services (DD 45 Services) are individualized habilitation services for Individuals with Intellectual or Developmental Disabilities (I/DD) residing in a Nursing Facility, as defined in OAR 411-070-0005 (32). These DD 45 Services are to be integrated with, but are in addition to and not duplicative of, care the Nursing Facility is required to provide.

### 2. Standards and Procedures.

#### a. Service Authorization

DD 45 Services must be authorized in advance by the County's CDDP in which the Individual is enrolled and through which Individual is receiving DD 48 Case Management Services. This authorization must be obtained and documented according to DHS policies and procedures.

#### b. General Performance Requirements

- (1) Individuals receiving DD 45 Services must be eligible for Developmental Disability Services (DD Services) under OAR Chapter 411, Division 320.
- (2) DD 45 Services funded by DHS must be directly tied to the findings of assessment(s) of the Service needs of Individuals receiving the DD 45 Services, including Service needs identified in the Pre-Admission Screening (PAS), as defined in OAR 411-070-0005 (61), or a Level II assessment, which is defined in OAR 411-070-0005 (43), as the current version of the Pre-Admission Screening. Additional assessments, including the minimum data set (MDS), as defined in OAR 333-018-0100 (27), which a Nursing Facility must complete for all residents, may be used to identify or clarify additional Service needs.
- (3) All Individuals receiving DD 45 Services funded by DHS must have been determined, through the Pre-Admission Screening process, to:
  - (a) require Nursing Facility services but not be eligible for these services via Medicaid;
  - (b) not have an active plan to return to another community residential service placement; and
  - (c) require specialized habilitation services specifically related to the Individual's I/DD.

- (4) Providers of DD 45 Services shall provide at least 25 hours per week of direct Service outside of the Nursing Facility setting to each Individual who is able to participate and is currently receiving DD 45 Services funded through DHS. Time to transport an Individual receiving DD 45 Services to the Service site, community activities and events may be included in computing the 25 hours per week.
- (5) Providers of DD 45 Services must be certified to provide employment services as described in OAR Chapter 411, Division 345 Employment Services for Individuals with Intellectual or Developmental Disabilities.
- (6) Providers of DD 45 Services must maintain a case management record for each Individual served, that includes at a minimum
  - (a) a description of the specific habilitation services to be provided with DD 45 funds;
  - (b) documentation of enrollment in DD 45 Services;
  - (c) copies of records documenting the level of participation and attendance for each Individual receiving DD 45 Services;
  - (d) copies of Incident Reports; and
  - (e) a copy of the Nursing Facility Rehabilitation Plan.

**c. Special Reporting Requirements**

- (1) An Individual enrolled in DD 45 Services must be reported by the Provider as terminated from a Provider's DD 45 Services when the Individual dies, moves out of a Nursing Facility, or, if still residing in a Nursing Facility, has not received DD 45 Services for more than 30 consecutive business days.
- (2) A Provider of DD 45 Services must make the information described in Section 2.b. General Performance Requirements available to the County and DHS upon request.
- (3) County must provide written notification to DHS' program specialist for specialized nursing services within 14 calendar days after an Individual receiving DD 45 Services funded through DHS dies, moves out of a Nursing Facility, or is removed from DD 45 Services for any other reason.

**d. Billing and Payment Procedures**

- (1) All Individuals receiving DD 45 Services must be enrolled in eXPRS, and the Individual's record for DD 45 Services must be maintained by Provider, County, and DHS, as applicable.
- (2) Funding will be made available for DD 45 Services by DHS through the eXPRS system. DHS will maintain the Service Element Prior Authorization (SEPA) funding and establish Provider Prior Authorizations (PPAs) for payment each month.

- (3) Settlement will be used to confirm and reconcile any discrepancies that may have occurred during the term of the Agreement between actual DHS disbursements of funding awarded for DD 45 Services under a particular line of the Service Element Prior Authorization and the amount of qualifying billable DD 45 Services actually delivered.
- (4) DHS is not obligated to pay for any DD 45 Services that are not properly reported through eXPRS within 60 calendar days after the earlier of: expiration or termination of the Provider agreement; termination of DHS' obligation to provide funding for DD 45 Services; or termination of County's obligation to include the Program Area in which the DD 45 Services are provided.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 48 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Case Management  
**Service ID Code:** DD 48

### 1. Overview.

Case Management Services (DD 48 Services) are delivered to Individuals who are eligible for Intellectual or Developmental Disability Services (I/DD Services) funded by DHS in an identified CDDP's geographic Program Area.

### 2. Standards and Procedures.

#### a. General Performance Requirements

- (1) For each eligible Individual receiving DD 48 Services, the CDDP shall create and submit a Client Prior Authorization (CPA) in eXPRS for DD 48 Services within five business days of the CDDP's determination that the Individual is eligible for DD 48 Services. Updates or changes to an Individual's eligibility or service period for DD 48 Services must be reflected in the Individual's CPA within five business days of the CDDP's receipt of notification of change. The DD 48 CPAs that are submitted successfully by the CDDP and are accepted through eXPRS will serve as the CDDP enrollment roster for DD 48 Services;
- (2) Providers of DD 48 Services funded by DHS shall:
  - (a) Comply with the requirements of OAR Chapter 411 Division 320 and Division 415, as such rules may be revised from time to time;
  - (b) Whether County, a CDDP, or Subcontractor, employ the staff indicated on its workload model in the specific position type indicated for case management services. The Provider must hire as many employees as possible for each identified position per the funding allocated to Provider.
  - (c) Complete annual plan entry into eXPRS for any Plan of Care Services under the guidelines identified in OAR 411-415-0050. CDDP must utilize the code "TBD" for any services where a provider has not yet been identified. Failure to follow the guidelines identified may result in payment withholding for services rendered or other actions as deemed appropriate by DHS.
  - (d) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of DD 48 Services;

- (e) Comply with all DHS requirements designed to assure the timely and accurate enrollment, service authorization, and service payment for Individuals receiving DD 48 Services;
- (f) Provide, at minimum, one annual qualifying billable Claim for each Individual enrolled in DD 48 Services;
- (g) Ensure that all Claims billed are for activities that meet DHS guidelines as qualifying billable Claims;
- (h) Ensure each Individual receiving DD 48 Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rule may be revised from time to time; and
- (i) Complete and submit DD 48 Service eligibility or enrollment information via established methods, and update forms following instructions and forms(s) or method(s) designated by DHS. Failure to submit the DD 48 Service eligibility or enrollment form may delay the approval of the CPA for DD 48 Services.

**b. Special Reporting Requirements**

- (1) Upon the request of DHS, the CDDP shall supply data and information relative to the implementation of DD 48 Services.
- (2) CDDP shall respond to DHS staff inquiries or request for additional information within five business days of a request pertaining to a complaint or administrative hearing to include but not be limited to eligibility or service complaints and hearings.

**c. Billing and Payment Procedures**

- (1) Funding for DD48 Services are:
  - (a) Based upon the amount of qualified billable encounters or Claims submitted by the Provider of DD 48 Services, up to the monthly amount authorized by the CDDP's DD 48 Services Provider Prior Authorization (PPA);
  - (b) Paid to the CDDP after the Claims processing cycle on the 15<sup>th</sup> of the month based on:
    - i. Title XIX eligible Claims cleared since the first of the month; and
    - ii. Title XIX eligible Claims made for the previous month(s) that have cleared but have not previously been paid, will also be processed for payment at this time up to the monthly authorized amount.

- iii. General fund Claims submitted for the time period between the 1<sup>st</sup> of the month and the 15<sup>th</sup> of the month will be held until the next monthly Claims processing cycle described in 2.c.(1)(c) of this DD 48 Standards and Procedures.
- (c) Paid to CDDP after the Claims processing cycle on the last day of the month based on:
- i. If any funds remain or are available in the monthly authorized amount;
  - ii. Title XIX eligible Claims cleared since the 15<sup>th</sup> will be processed and paid first;
  - iii. Title XIX eligible Claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the maximum monthly authorized amount;
  - iv. If any funds remain or are available for the month after payment of the Title XIX eligible Claims, general fund Claims that have cleared that month will be processed and paid third; and
  - v. General fund Claims cleared but not yet paid for the previous month(s) will be processed and paid fourth until the monthly authorized amount is exhausted.

*Note: Exception to this process is for those billings made prior to the effective date of the transition to the billable encounters claims system. Any encounter entered before the effective date but not covered by previous allotment payments will be taken into account at the time of the final biennial settlement.*

- (2) DHS is not obligated to provide funding for any DD 48 Services that are not properly documented in Individual case files, or are not properly reported through eXPRS within 12 months of the DD48 Service, and by the date 60 calendar days after the earlier of expiration or termination of the Agreement; termination of DHS' obligation to provide funding for DD 48 Services; or termination of County's obligation to include the Program Area in which DD 48 Services fall in its Community Developmental Disability Program (CDDP).
- (3) Provider of DD 48 Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to DD 48 Services, by ensuring the PLA ending balance is zero, within 60 calendar days after the earlier of expiration or termination of the Agreement with DHS; termination of DHS' obligation to provide funding for DD 48 Services; or termination of County's obligation to include the Program Area, in which DD 48 Services fall, in its Community Developmental Disability Program.

- (4) Each Individual receiving DD 48 Services must have an active, accepted CPA within eXPRS for the period DD 48 Services are provided to the Individual in order for Provider to submit a qualifying Claim.
- (5) For each unit of DD 48 Services reported in eXPRS as delivered to an Individual, a qualifying billable DD 48 Service must have been delivered to the Individual and sufficiently documented in progress notes within the Individual's file. DHS will not provide funding for more than one billable DD 48 Service or unit per Individual per day.
- (6) Settlement will be used to confirm and reconcile any discrepancies that may have occurred between actual DHS disbursements of funding awarded for DD 48 Services through a Service Element Prior Authorization (SEPA) and the amount of qualifying billable DD 48 Services actually delivered.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 49 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Comprehensive In-Home Support Services for Adults  
**Service ID Code:** DD 49

### 1. Overview.

Comprehensive In-Home Support Services for Adults (DD 49) includes assistance to Individuals aged 18 and over to continue to live in their own homes or in their family homes. DD 49 Services include Services identified in OAR Chapter 411, Division 450 Community Living Supports, OAR Chapter 411, Division 435, Ancillary Services, and OAR Chapter 411, Division 345, Employment Services for individuals with Intellectual or Developmental Disabilities.

### 2. Standards and Procedures.

#### a. Service Authorization

DD49 Services must be prior authorized by the County in which the Individual is enrolled and receiving Case Management Services in accordance with Rules. This authorization must be provided and documented according to DHS Oregon Administrative Rules, policy and procedure. County shall enter all DD 49 Service plans in the Plan of Care system in eXPRS prior to start of Services.

#### b. Billing and Payment Procedure(s)

- (1) County shall draft a Plan of Care Service authorization within eXPRS upon completion of the Individual's ISP.
- (2) County shall add a POC Service Plan line for each Service authorized by the County and agreed to by the Individual consistent with the most recent published expenditure guidelines.
- (3) Once the Individual or their delegate has chosen the Service Provider, the County shall add the Service Prior Authorization lines in the Individual's POC.
- (4) Until such time as DHS implements time capture tools, County must review and approve or reject the PSW time sheet, progress note, and mileage log. County shall review, and approve or reject PSW submitted Services Delivered billing entries accordingly.

### 3. CFDA Number(s).

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through the Agreement: 93-778.



## Service Element DD 50 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Residential Facilities  
**Service ID Code:** DD 50

### 1. Overview.

Residential Facilities Services (DD 50 Services) consist of 24-hour residential care and supervision to eligible Individuals in community licensed service settings.

### 2. Standards and Procedures.

#### a. Service Authorization

DD 50 Services must be authorized in advance by the County in which the Individual is enrolled and is receiving DD 48 Case Management Services. This authorization must be obtained and documented in accordance with Oregon Administrative Rules and DHS policies and procedures.

#### b. General Performance Requirements

- (1) Providers of DD 50 Services funded by DHS will provide those DD 50 Services in facilities licensed under the applicable Oregon Administrative Rule (OAR), as such rules may be revised from time to time.
  - (a) OAR Chapter 411, Division 325, 24 Hour Residential Services for Children and Adults with Developmental Disabilities;
  - (b) OAR Chapter 411 Division 054, Residential Care and Assisted Living Facilities;
  - (c) OAR Chapter 309, Division 035, Residential Care Facilities for Mentally or Emotionally Disturbed Persons.
- (2) Providers of DD 50 Services funded by DHS must comply with the OARs under which they are licensed.
- (3) Providers of DD50 Services must comply with 42 CFR § 441.530 that identifies the standards of Home and Community Based Services (HCBS) settings, and with Oregon's HCBS global transition plan and Oregon Administrative Rules regarding HCBS.
- (4) If a Provider of DD 50 Services provides such Services at a setting licensed under OAR Chapter 411, Division 325, 24 Hour Residential Services for Children and Adults with Developmental Disabilities, Provider shall comply with the following requirement:

The Board of Directors (or other governing authority of the residential facility, as applicable) of a Provider of DD 50 Services funded by DHS will define, establish, and maintain a "Vacancy Reserve" fund in a dollar amount sufficient to ensure that the Provider can continue to provide

Services that meet applicable statutory, administrative rule, and contract requirements, when payments to Provider are reduced due to vacancies. The Board or governing authority will implement the plan to replenish the Vacancy Reserve fund in a timely manner when the Vacancy Reserve fund falls below the level established by the Provider's Board or governing authority. Each Provider subject to the Vacancy Reserve fund requirement will include a line item on its routine financial statements that documents the status of its Vacancy Reserve fund. These financial statements must be made available to DHS or its designee upon request by DHS.

c. Special Reporting Requirements

- (1) If a Provider of DD 50 Services funded by DHS provides such Services at a setting licensed under OAR Chapter 411, Division 325, 24-Hour Residential Services for Children and Adults with Developmental Disabilities, the Provider will report to DHS the direct service staff wages and turnover data for each DD 50 Service type, using forms and procedures designated by DHS. Failure by a Provider to comply with this reporting requirement may result in a delay in payment to the Provider.
- (2) For purposes of Medicaid compliance, DHS must be notified when an eXPRS Disbursement Claim is submitted with a Modifier Code due to absence of the Individual receiving DD 50 Services, as identified under section 2.e. (2) of this Standards and Procedures. Provider of the DD 50 Services will notify DHS' Information Technology Business Support Unit/Technical Assistance Unit (ITBSU/TAU), using forms and procedures designated by DHS.

d. Placement, Rates, and Authorizations

- (1) Upon agreement between County and the Provider for Individual placement into a DD 50 Services setting, County will submit a Client Prior Authorization (CPA) for the specific Individual for DD 50 Services the County authorized at the DHS approved rate for a specified period of time. County shall not request payment for DD 50 Services provided prior to the submission of the CPA.
- (2) CPA Monthly Rate
  - (a) The CPA monthly rate for DD 50 Services in a 24-hour residential setting for adults is based upon the Individual's assessed tier and the licensed capacity of the home where the Individual resides as of the effective date of the CPA. The website <http://www.oregon.gov/dhs/DD/rebar/Pages/st-rate-info.aspx> details the current rates for each assessed tier and the licensed capacity. These rates are subject to change upon notice from DHS.  
  
For an Individual age 18 or older receiving DD 50 Services in a 24-hour residential setting for adults, who has been assessed by DHS through the Restructuring Budgets, Assessments, and Rates

(ReBAR) process for establishing DD 50 Service rates based on client service needs, the Individual's monthly rate shall be established as described above.

For an Individual less than age 18 (Child) receiving DD 50 Services in a 24-hour residential setting for children, a support needs assessment profile (SNAP) will be done to determine the monthly rate for the Child.

- (b) An Individual selecting a residential setting in accordance with OAR Chapter 411, Division 054 Residential Care and Assisted Living Facilities or OAR Chapter 309, Division 035 Residential Care Facilities for Mentally or Emotionally Disturbed Persons will have a DD 50 Service rate established by the application of the Individual's DD Functional Needs Assessment to the specific residential setting published rates for Services. The rates are subject to change upon notice from DHS. The CPA monthly rates for above are established in eXPRS by the County.
- (3) For an Individual whose DD 50 Service needs exceed the assessed tier, an exception rate may be established by DHS. Notification of the DHS approved rate, with a specific effective date, will be submitted to the County and the Provider. This exception rate is considered a temporary rate enhancement and may be approved or discontinued at the discretion of DHS in conjunction with evaluation of the Individual's assessed support needs.

e. Billing and Payment Procedures

- (1) DHS will disburse funds to a Provider of DD 50 Services for amounts documented in a Disbursement Claim submitted to DHS by Provider for Services authorized by County and approved by DHS in a CPA, as soon as reasonably possible after submission and processing of the Disbursement Claim, in accordance with OAR Chapter 411, Division 370 and OAR Chapter 407, Division 120.

Payments from DHS to Provider for DD 50 Services will be reduced or offset by the amount paid directly to the Provider from the Individual's resources for support of residential care and services. Provider shall be responsible for the billing and collection of the offset amount.

- (2) DHS will allow payment for certain absences, up to a total of 21 calendar days per calendar year, if the Individual receiving DD 50 Services is residing at the Provider's facility and overnight care is provided immediately prior to the absence, and:
  - (a) The Individual is absent for not more than five consecutive days, as a result of incarceration or absence unreported to the Provider, and it has not been determined by Provider and County that the Individual will not be returning to the Provider's DD 50 Services facility; or

- (b) The Individual is absent for not more than 14 consecutive days, not to exceed 21 calendar days in any 12 consecutive month period, as a result of being on vacation or family visit(s), and it has not been determined by Provider and County that the Individual will not be returning to the Provider's DD 50 Services facility; or
  - (c) The Individual is absent for not more than 21 consecutive days, as a result of being on convalescent leave or admittance to either a medical hospital, a psychiatric hospital, or a DHS Stabilization and Crisis Unit, and it has not been determined by Provider and County that the Individual will be not be returning to the Provider's facility.
- (3) DHS is not obligated to provide funding for DD 50 Services if a Claim for Services is not submitted by the Provider within 12 months of the date such Services were provided, as described in OAR Chapter 407-120-0340.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 51 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Supported Living Services  
**Service ID Code:** DD 51

### 1. Overview.

Supported Living Services (DD 51 Services) consist of individual support, delivered in a personalized manner, to adults with Developmental Disabilities based on the Individual's needs and preferences. These DD 51 Services include attendant care, training, and support that promote opportunities for Individuals to live in their own home or apartment or in their family home and to be part of and participate in the communities in which they live.

### 2. Standards and Procedures.

#### a. Service Authorization

DD 51 Services must be authorized in advance by the County in which the Individual is enrolled and is receiving DD 48 Case Management Services. This authorization must be obtained and documented in accordance with DHS policies and procedures.

#### b. General Performance Requirements

- (1) Providers of DD 51 Services funded by DHS must comply with OAR Chapter 411, Division 328, as such rules may be revised from time to time.
- (2) The Board of Directors (or other governing authority, as applicable) of a Provider of DD 51 Services funded by DHS must define, establish, and maintain a "Vacancy Reserve" fund in a dollar amount sufficient to ensure that the Provider can continue to provide Services that meet applicable statutory, administrative rule, and contract requirements, when payments to Provider are reduced due to vacancies. The Board or governing authority must implement the plan to replenish the Vacancy Reserve fund in a timely manner when the Vacancy Reserve fund falls below the level established by the Provider's Board or governing authority. Each Provider subject to the Vacancy Reserve fund requirement must include a line item on its routine financial statements that documents the status of its Vacancy Reserve fund. These financial statements must be made available to DHS or its designee upon request by DHS.

#### c. Special Reporting Requirements

- (1) For purposes of Medicaid compliance, DHS must be notified when an eXPRS Disbursement Claim is submitted with a Modifier Code due to absence of the Individual receiving DD 51 Services, as required by section

2.e.(2) of this Standards and Procedures. Provider of DD 51 Services will notify DHS' Information Technology Business Support Unit/Technical Assistance Unit (ITBSU/TAU), using forms and procedures designated by DHS.

- (2) Providers of DD 51 Services funded by DHS must report to DHS the direct service staff wages and staff turnover data for each DD 51 Service type provided to Individuals, using forms and procedures designated by DHS. Failure by a Provider to comply with this reporting requirement may result in a delay in payment to the Provider.

**d. Placement, Rates, and Authorizations**

- (1) Upon agreement between the County and the Provider for Individual placement into a DD 51 Services setting, County will submit a Client Prior Authorization (CPA) for the specific Individual for DD 51 Services the County authorized at the DHS approved rate for a specified period of time. County shall not request payment for DD 51 Services provided prior to submission of the CPA.
- (2) The CPA monthly rate for DD 51 Services is based upon the Individual's needs assessment and the approved DHS budget tool. The budget tool provides the approved hourly rates and limitations to other program expenses. The hourly rates and limitations may not be changed by the County or Provider when using the DHS budget tool. These rates are subject to change upon notice from DHS. County shall draft the CPA in eXPRS authorizing the DD 51 Service and submit it prior to the start of DD 51 Services.
- (3) Individuals receiving DD 51 Services from a Provider are not eligible for rent subsidies paid by DHS through ODDS.

**e. Billing and Payment Procedures**

- (1) DHS will disburse funds to a Provider of DD 51 Services for amounts documented in a Disbursement Claim submitted to DHS by County for Services authorized by County and approved by DHS in a CPA, as soon as reasonably possible after submission and processing of the Disbursement Claim in accordance with OAR Chapter 411, Division 370 and OAR Chapter 407, Division 120.

Payments from DHS to Provider for DD 51 Services will be reduced or offset by the amount paid directly to the Provider from the Individual's resources for support of residential care and services. Provider shall be responsible for the billing and collection of the offset amount.

- (2) DHS will allow payment for certain absences if the Individual receiving DD 51 Services is residing at the Provider's facility and overnight care is provided immediately prior to the absence, and:
  - (a) The Individual is absent for not more than five consecutive days, as a result of incarceration, or absence unreported to Provider, and

it has not been determined that the Individual will not be returning to Provider's DD 51 Services facility; or

- (b) The Individual is absent for not more than 14 consecutive days, not to exceed 21 calendar days in any 12 consecutive month period, as a result of being on vacation or family visit(s), and it has not been determined that the Individual will not be returning to Provider's DD 51 Services facility; or
  - (c) The Individual is absent for not more than 21 consecutive days as a result of being on convalescent leave, or admittance to either a medical hospital or a psychiatric hospital, or a DHS Stabilization and Crisis Unit, and it has not been determined that the Individual will not be returning to the Provider's facility.
- (3) DHS is not obligated to provide funding for DD 51 Services, if a Claim for DD 51 Services is not submitted by the Provider in a timely manner, as described in OAR 407-120-0340.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 53 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Transportation Services Non-Transit Districts  
**Service ID Code:** DD 53

### 1. Overview.

Transportation Services (DD 53 Services) are public or private transportation supports provided to individuals with Intellectual/Developmental Disabilities (I/DD) receiving services from a Community Developmental Disabilities Program (CDDP) for the individual to gain access to community-based state plan (K-plan) and waiver services, activities and resources. Transportation services are not used 1) to replace natural supports, volunteer transportation and other transportation services available to the individual; 2) to compensate the service provider for travel to or from the service provider's home; 3) for medical needs; or 4) to benefit others in the household. DD 53 Services are to be related to an individual's service plan needs and are to be provided in the most cost-effective manner that will meet those needs.

Individuals receiving DD 49 Comprehensive In-Home Support (DD 49), DD 50 24-Hour Residential Services (DD 50), DD 51 Supported Living Services (DD 51) or DD 58 Adult Foster Care Services (DD 58) are to access DD 53 Services for transportation for Individual Supported Employment (OR401), Small Group Supported Employment (OR543), Discovery (OR539), Employment Path Services (OR541), Day Support Activity (OR542). Other transportation, not including medical transportation, is inclusive of the service payment rate for DD 50, DD 51 and DD 58. Community Transportation for DD 49 is accessed in Plan of Care (POC).

DD 53 Services are to be in accordance with the ODDS Transportation Worker Guide Authorizing Community Transportation.

DD 53 Services are for one ride from the individual's home to service site and one ride from service site to the individual's home.

Below are examples of when DD 53 Services can be accessed:

- From home to employment site to home
- From home to DSA to home
- From home to Job coaching to home
- From home to Job Development to home
- From home to Discovery to home

### 2. Standards and Procedures.

#### Service Authorization

- a. All individuals receiving DD 53 Services funded through the Department of Human Services (DHS) must have a Community Developmental Disabilities Services (CDDP) Case Manager prior authorize DD 53 Services if the monthly



rate is \$350.00 or less. This authorization must be provided and documented per the ODDS Transportation Worker Guide Authorizing Community Transportation.

- b. Monthly rates of more than \$350.00 for DD 53 Services are required to be prior authorized by DHS before DD 53 services can be implemented.
- c. DD 53 Services and monthly rates are to be reviewed annually at the time of the individual's ISP annual renewal. DD 53 exceptional rates will not automatically be transferred to the new ISP plan year or to another provider and/or CDDP. Exceptional rates must be approved annually.
- d. DD 53 Services are to accomplish ADL/IADL or employment goals identified in an individual's ISP. The individual must have and assessed need for ADL/IADL services or a need for a waiver or support services during transportation or at the destination and identified in the individual's ISP, whether those supports are paid or unpaid natural supports to access DD 53 Services.
- e. DD 53 Services monthly rates are not transferrable between providers, Brokerages or CDDPs. If an individual transfers from a Brokerage to a CDDP or transfers from a CDDP to another CDDP or transfers between providers but stays within the same CDDP, DD 53 Services and the monthly rate must be reviewed by the CDDP and provider to determine what the individual's ADL/IADL or transportation needs are with the new provider or CDDP and what the new monthly rate will be.
- f. When transporting an individual for DD 53 Services the transportation provider must:
  - (1) be at least 18 years old;
  - (2) have a valid driver's license;
  - (3) have a good driving record;
  - (4) have proof of valid automotive insurance;
  - (5) any other license or certification that is required under State and Local law;
  - (6) be enrolled in the eXPRS Payment and Reporting System; and
  - (7) have a current Provider Enrollment Agreement.
- g. DD 53 Services exclude:
  - (1) Medical transportation;
  - (2) Purchase or lease of a vehicle;
  - (3) Routine vehicle maintenance and repair, insurance and fuel;
  - (4) Ambulance services;
  - (5) Costs for transporting a person other than the individual;
  - (6) Transportation for a provider to travel to and from the workplace of the provider;
  - (7) Transportation that is not for the sole benefit of the individual;

- (8) Transportation to vacation destinations or trips for relaxation purposes;
- (9) Transportation provided by family members who are not personal support workers and are not simultaneously providing other paid supports at the time of the transportation;
- (10) Payment to the spouse of an individual receiving in-home support;
- (11) Reimbursement for out-of-state travel expenses; or
- (12) Mileage reimbursement for the vehicle of the supported individual.

**3. General Performance Requirements.**

Individuals must be found eligible for I/DD Services under OAR Chapter 411, Division 320.

**4. Special Reporting Requirements.**

- a. If requested by DHS, DD 53 Services Provider will submit information and/or documentation on actual expenditures of DD 53 Services funds under the Agreement between provider and DHS. Information will be provided using forms and procedures designated by DHS and be submitted within the timeframe designated by DHS.
- b. If requested by DHS, CDDPs will submit information and documentation for DD 53 Services as per the Interagency Agreement. Information will be provided using forms and procedures designated by DHS.

**5. Billing and Payment Procedures.**

- a. CDDPs work with DD 53 Service Provider to establish a rate using the DD 53 Budget Tool.
- b. CDDP must complete a DD 53 Service Client Prior Authorization (CPA) in eXPRS for each individual authorized to receive the service based upon the rate established in the DD 53 Budget Tool. Upon transition of DD 53 to Plan of Care (POC), CDDP must complete and authorize a Service Prior Authorization (SPA).
- c. DD 53 Services rates are calculated by:
  - (1) Mileage: Must be in accordance with current DHS rate. See DD 53 Budget Tool. Mileage can only be claimed for the time the individual is actually in the vehicle being provided DD 53 Services.
    - (a) Adult Foster Care providers that have become transportation providers can only claim mileage.
    - (b) Provider agencies with no established "Agency" rate must use mileage only if not purchasing a bus pass.
  - (2) Bus Passes: must be in accordance with the transit provider's current published rate.

- (3) “Agency” rate: Currently some provider agencies have an “agency” rate. This “agency” rate is a rate previously approved by DHS that reflects the cost of transporting all of their DD individuals in a geographic area and calculating that in to an individual monthly rate. This rate is reviewed and approved by DHS prior to any services being implemented.
- d. Any request for DD 53 services with a rate of more than \$350.00 a month will be reviewed and approved by DHS prior to implementation of services. If services begin prior to DHS approval, DHS will not pay for any DD 53 Services provided prior to DHS approval. Requests must be sent to [ODDS.fundingreview@state.or.us](mailto:ODDS.fundingreview@state.or.us).
- e. All DD 53 requests for a DD 53 Client Prior Authorization (CPA) to be accepted at a rate of \$350/month or less must include the following information:
  - (1) DD 53 Budget Tool fully completed. This includes the justification pages of the tool.
  - (2) Calculation method used to determine rate if not mileage or bus pass.
  - (3) The identified DD 53 Provider.
  - (4) Assurance statement that the request is only during the time the individual is in the vehicle.
  - (5) CDDP prior authorization.
  - (6) Pending DD 53 CPA in eXPRS.
- f. All DD 53 requests for a rate greater than \$350/month must include the following information (additional information may be requested by DHS):
  - (1) DD 53 Budget Tool fully completed. This includes the justification pages of the tool.
  - (2) Calculation method used to determine rate;
  - (3) The identified DD 53 Provider;
  - (4) If request is for services provided by a car/van pool that serves multiple people, provide the number of people riding regularly; and
  - (5) Assurance that the request is only during the time the individual is in the vehicle.
- g. DHS will review the submitted request that has been CDDP prior authorized for DD 53 Services at a monthly rate of \$350.00 or less or DHS prior authorized at a monthly rate of more than \$350.00 to ensure the request follows OARs, Standards and Procedures, Transmittals and ODDS Transportation Worker Guide Authorizing Community Transportation. If the request for DD 53 Services is accepted by DHS, DHS will move the DD 53 CPA from “pending” to “accepted” status. The provider may then submit claims in eXPRS to receive payment for services rendered.

**6. CDDP Roles.**

CDDP roles include, but are not limited to, the following. These and other roles are stated throughout these Standards and Procedures, the IGA and OARs:

- a. Ensures DD 53 Services follow these Standards & Procedures, the ODDS Transportation Worker Guide and Oregon Administrative Rules.
- b. Verifies that the individual has an assessed need for ADL/IADL services or a need for a waiver or support services during transportation or at the destination and identified in the individual's ISP, whether those supports are paid or unpaid natural supports, to access DD 53 Services as outlined in the ODDS Transportation Worker Guide Authorizing Community Transportation. .
- c. Prior authorizes DD 53 Transportation Services if \$350.00 or less.
- d. Creates a DD 53 CPA in eXPRS and push to pending or accepted status as applicable. Upon transition of DD 53 services to POC, creates a SPA in eXPRS and submits to pending or accepted status.
- e. Works with provider agency and/or DHS to determine a transportation rate using the DD 53 Budget Tool.
  - (1) Enter mileage or published rate of a bus pass into DD 53 Budget Tool.
  - (2) If a provider agency has an established agency rate, use the DD 53 Budget Tool. CDDP contacts DHS if unsure if a provider agency has an established agency rate.
  - (3) If a new agency rate needs to be determined, CDDP needs to work with the Subject Matter Expert at DHS for Transportation Services prior to implementation of services to develop the new rate. The new agency rate must be approved by DHS prior to services being implemented at the proposed rate.
- f. Ensures DD 53 CPAs are accurate and up to date.
- g. DD 53 Service rates are not transferrable between providers or counties. If an individual transfers to another provider or county, the DD 53 services and monthly rate must be reviewed and a new rate established for the new provider or county.
- h. If requested by DHS, CDDP will submit information and documentation for DD 53 Services as per the Interagency Agreement. Information will be provided using forms and procedures designated by DHS.
- i. Services and the rate must be reviewed by the CDDP and provider to determine what the individual's ADL/IADL or employment needs are with the new provider or county.
- j. CDDP must follow the requirements for verifying that all PSW providers can deliver transportation services as outlined in OAR 411-415-0110.
- k. Submits all documentation and information for services to DHS.

**7. Provider Roles.**

Provider roles include, but are not limited to, the following. These and other roles are stated throughout these Standards and Procedures, the IGA and OARs:

- a. Helps create rate with provider and/or DHS. If mileage or bus pass use budget tool. If established agency rate use budget tool. If new agency rate, work with DHS prior to implementation of services.
- b. Ensures DD 53 services are authorized prior to starting services. Authorization comes from the CDDP if 350.00 or less and from DHS if more than 350.00.
- c. DD 53 Services rates are not transferrable between providers or counties. If an individual transfers to another provider or county, DD 53 Services and the rate must be reviewed by the CDDP and provider to determine what the individual's ADL/IADL or employment needs are with the new provider or county.

**8. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that Contractor is a subrecipient.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 93-778.

**9. Form(s) that apply.**

- a. DD 53 Budget Tool
- b. Provider Enrollment Forms
- c. ODDS Transportation Worker Guide Authorizing Community Transportation

**10. Reference(s).**

- a. OAR 411-370
- b. OAR 411-323

## Service Element DD 54 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Employment and Community Living Supports  
**Service ID Code:** DD 54

### 1. Overview.

DD 54 Services include Employment Services and Community Living Supports. Employment must be provided as outlined in OAR Chapter 411, Division 345. Community Living Supports must be provided consistent with OAR Chapter 411, Division 450. Employment of Individuals with Intellectual or Developmental Disabilities in competitive integrated employment is the highest priority over unemployment, segregated employment, or other non-work day activities.

### 2. Standards and Procedures.

#### a. Service Authorization

DD 54 Services must be authorized in advance by the County in which the Individual is enrolled and is receiving DD 48 Case Management Services. This authorization must be obtained and documented in accordance with DHS policies and procedures. County shall enter all DD 54 Service plans in the Plan of Care (POC) system in eXPRS prior to start of DD 54 Services for an Individual.

#### b. General Performance Requirements

Individuals receiving DD 54 Services funded by DHS must be eligible for Intellectual or Developmental Disability (I/DD) Services under OAR Chapter 411, Division 320. Individuals using ODDS Employment services must also be eligible for employment services under Chapter 411, Division 345. Individuals using Community Living Supports must be eligible for services under Chapter 411, Division 450. Such rules may be revised from time to time.

#### c. Special Reporting Requirements

- (1) Providers of DD 54 Services shall complete such Provider assessments as requested by DHS. Provider assessments include those that assess the type of DD 54 Service rendered as well as those that assess the nature and quality of the setting and whether it is consistent with federal and state home and community-based setting requirements. Provider assessments must be complete, timely, and accurate in order for the Provider to be authorized to provide DD 54 Services and request payment for DD 54 Services rendered.
- (2) Providers of DD 54 Services shall maintain records for all Individuals who receive DD 54 Services funded by DHS, including documentation to support billing and payments made in accordance with sub-section e. of this section 2 (Standards and Procedures). Documentation requirements

are outlined in OAR Chapter 411, Division 345 and OAR Chapter 411, Division 370, OAR Chapter 411, Division 450, as well as DHS policies and procedures (DHS' I/DD website under "Provider/Partner Resources"). Providers shall make such records available to DHS or its designee upon request.

- (3) Providers of DD 54 Services shall submit reports, through the DHS Employment Outcomes System (EOS), Plan of Care in eXPRS, or other successor reporting systems developed by DHS. These reports must include data that measure individual and program outcomes and be completed in accordance with current instructions provided by DHS.
- (4) Providers of DD 54 Services must use forms and procedures designated by DHS to provide timely reports to DHS regarding requested employment related information, including but not limited to wages, earnings and turnover data.
- (5) Providers must at all times comply with all other legal requirements and maintain documentation evidencing compliance such as subminimum wage certificates including the US Department of Labor Section 14(c) certificate.

d. Referrals, Rates and Authorizations

Upon agreement between the Individual, County, and the Provider, County will authorize a line in Plan of Care for DD 54 Services for this specific Individual for a specified time period, at the applicable Provider employment service rate(s). DD 54 Services provided prior to the authorized line in POC may not be submitted for payment.

- (1) The amount of authorization is subject to limitations outlined in OAR Chapter 411, Division 345, and OAR Chapter 411, Division 450.
- (2) Exceptions to the published rate(s) may be allowed with prior approval by DHS.
- (3) County is responsible for monitoring compliance with all special reporting requirements as set forth in Section 2.c. above.

e. Billing and Payment Procedures

- (1) The Provider or its designee shall submit its Disbursement Claim in the eXPRS system for the actual hours of DD 54 Services provided to an Individual. Claims must be submitted in accordance with OAR Chapter 411, Division 370. DHS will disburse payment to a Provider of employment services for an Individual specified in the line in POC as soon as reasonably possible after submission and processing of a Disbursement Claim with respect to DD 54 Services.
- (2) DHS is not obligated to reimburse a Provider for a Claim for Services that is not received within 12 months of the date such Services were provided, per OAR 407-120- 0340.

- (3) A Provider must not bill for DD 54 Services for an Individual if the DD 54 Services were not delivered in a manner consistent with the terms outlined in the Individual Support Plan (ISP) for that Individual, or if service agreement requirements are not met.
- (4) The Individual will receive the hours of DD 54 Services per week as agreed to by the Individual, his or her ISP team, and the Provider. DD 54 Service hours provided to the Individual may not be lowered to accommodate any DHS reductions in the Provider rate.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.



## Service Element DD 55 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Abuse Investigation Services  
**Service ID Code:** DD 55

### 1. Overview.

Abuse Investigation Services (DD 55 Services) for adults include responding to abuse allegations and assuring that the abuse allegations are appropriately reported, screened and investigated. County must operate a Community Developmental Disability Program (CDDP) or have a service agreement with another CDDP to perform abuse investigation activities included in the DD 55 Services.

### 2. Standards and Procedures.

#### a. General Performance Requirements

- (1) When providing DD55 Services for DHS, County will:
  - (a) Comply with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
  - (b) Comply with OAR Chapter 407, Division 045, as such rules may be revised from time to time.
  - (c) Comply with DHS policies and procedures and DHS Transmittals requesting action or providing policy information.
- (2) County must employ or have agreement with an identified CDDP or subcontractor to employ individuals as Abuse Investigators to perform abuse investigation activities which includes the provision of DD 55 Services in a geographic Program Area and will be referred to as the "provider".
- (3) The County shall employ and provide training for all staff indicated in the county workload model for abuse investigation services within the funding allotted. If at any time the FTE staffing level falls below the number indicated on its workload model, DHS reserves the right to decrease funding of the DD 55 Services. Requirements for FTE staff employed for abuse investigations:
  - (a) Must not be currently employed in the primary capacity of a case manager or services coordinator;
  - (b) Must have a Bachelor's degree in human, social, behavioral or criminal science and two years human services, law enforcement, or investigative experience; or an Associate's degree in the human, social, behavioral or criminal science and four years human services, law enforcement, or investigative experience;

- (c) Must complete Core Competency training provided by DHS' Office of Adult Abuse Prevention and Investigations (OAAPI) and be able to meet core competencies as determined by OAAPI within six months of hire.
  - (d) Must complete a minimum of 20 training hours annually to increase skills, knowledge, and abilities necessary to perform the position.
- (4) DHS may approve a variance to the performance requirements set out in (2) and (3) above. Approval in writing from DHS is required prior to implementing a variance to the performance requirements.
  - (5) Providers must use DHS approved forms and procedures for reporting, screening and documentation of findings regarding abuse allegations.
  - (6) Providers must complete the abuse investigation form within the investigation timelines outlined in rule. If an extension for submission of the investigation form is needed, the Provider shall request the extension in writing and must receive written approval for an extension from OAAPI prior to implementing the revised due date. A request for time extension must comply with OAR 407-045-0320.
  - (7) Providers must screen allegations within identified timeframes outlined in Oregon Administrative Rules
  - (8) Providers must participate in quarterly meetings held by OAAPI. At a minimum, one meeting per year must be attended in person by the county abuse investigator.
  - (9) Providers must participate in the county multidisciplinary team relative to ORS 430.739 and provide any requested data and information needed to comply with ORS 403.739 timely
  - (10) Per ORS 430.731(3) a person employed by or under contract with the department the designee of the department or a CDDP to provide case management services may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability. Providers may identify a back-up abuse investigator who is also a case manager or service coordinator. Back-up abuse investigators must complete the Core Competencies training as delivered by OAAPI. A back-up abuse investigator may be used in a situation where the primary Abuse Investigation Specialist is absent or temporarily unavailable.
  - (11) Circumstances where the provider may have a potential conflict of interest OAR 0407-045-0300(1) and 407-045-0360 should be consulted. A conflict of interest is limited to cases where a provider employee is the accused person, there is a familial relationship to the investigator or the allegation is a highly sensitive issue requiring outside investigation. The following steps should be taken in order to determine the conflict of interest and whether the community program or OAAPI shall investigate the report of abuse.

- (a) The provider must consult with providers in neighboring service areas to coordinate an out of county investigation. Providers cannot reject a request for an out of county investigation based solely on workload impacts. A continued conflict must be present to deny an out of county investigation.
- (b) If there is a continued conflict of interest a formal request must be submitted by the provider to the designated Abuse Investigations Coordinator (AIC) using the department provided form.
- (c) OAAPI in consultation with the AIC, will determine if there is an actual or potential conflict of interest that cannot be remedied through assignment to another provider.
- (d) OAAPI will provide a written response regarding the outcome of the formal request to the original provider within 24 hours.

**b. Special Reporting Requirements:**

Upon DHS request, County will provide data and information relative to the implementation of DD 55 Services within the time specified by DHS in its request to County.

**3. Billing and Payment Procedures**

- a. DHS will provide County with funding for DD 55 Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved County workload model or its funding level for FTE staff.
- b. DHS will disburse funding for DD 55 Services, for a specified period of time, in an amount equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time, subject to the following:
  - (1) If County fails to deliver DD 55 Services for part of a month, the funding for DD 55 Services for that month will be prorated and DHS may reduce future disbursements of DD 55 funds accordingly.
  - (2) If requested by DHS, County shall also accept an appropriate SEPA Adjustment to amend funding for DD 55 Services as a result of the County's failure to deliver the DD 55 Services for a full month.

**4. Centralized Abuse Management System Procedures - PLACHOLDER**

**5. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 56 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Rent Subsidy  
**Service ID Code:** DD 56

### 1. Overview.

DD 56 Rent Subsidy provides funding for rent and other allowable housing-related costs that are paid to Providers of residential sites for Individuals receiving certain Department of Human Services (DHS) funded Intellectual/Developmental Disability (I/DD) Services. Allowable housing-related costs are for electricity, natural gas, water, and sewer only.

### 2. Standards and Procedures.

#### a. Authorization

(1) DD 56 Rent Subsidy may be authorized when:

- (a) An eligible Individual's room and board costs exceed the amount that can be billed to the Individual's Supplemental Security Income (SSI) or equivalent sources of funds available to the Individual for these costs; and
- (b) Other resources, such as federal housing subsidies, are either unavailable or insufficient to cover the Individual's household expenses, such as room and board costs.

(2) DD 56 Rent Subsidies are only authorized for Individuals receiving:

- (a) DD 50 Residential Facilities Services; or
- (b) DD 142 Children's Residential Facilities Services

Individuals receiving rent subsidy prior to July 1, 2011 in DD51 Supported Living Service are grandfathered in until they leave these sites. Once the Individual exits DD 51 Supported Living Services, the DD 56 Rent Subsidy funds will no longer be available for a Supported Living Site. Any payments the Provider receives after the date the Individual is no longer eligible for DD 51 Supported Living Services, must be returned to DHS immediately.

- (3) The monthly rate for DD 56 Rent Subsidy in eXPRS is established by DHS using the approved budget form and periodically, but no less than biennially, to justify continuation of DD 56 Rent Subsidy funding. All budget forms must be completed using the procedures designated by DHS.
- (4) DD 56 Rent Subsidy for an Individual must be initially authorized in advance by the DHS Office of Developmental Disability Services (ODDS). The advance authorization applies to, but is not limited to:

- (a) An Individual's request to assume a vacant slot at a DD 56 Rent Subsidy authorized site; or
  - (b) An Individual receiving DD 51 Supported Living Services who is moving to a new DD 50 Service site. Advanced authorization does not apply to Individuals moving from one DD 51 site to another DD 51 site.
- (5) Provider will submit all requests for DD 56 funding for Individuals to ODDS Chief Operations Officer (COO) via [leaann.stutheit@state.or.us](mailto:leaann.stutheit@state.or.us), or other method as designated by the ODDS COO. ODDS COO will review the DD 56 Rent Subsidy request and will determine the effective date and allowable monthly rate. The COO will notify the Provider if the DD 56 Rent Subsidy request has been approved or denied. The COO will not approve retroactive requests for DD 56 Rent Subsidy.

The DD 56 Rent Subsidy request must include, but is not limited to:

- (a) Individual's name,
  - (b) Individual's prime number,
  - (c) Address of the Provider's site,
  - (d) Requested effective date,
  - (e) An accepted eXPRS Client Prior Authorization (CPA) matching the requested effective date for services at the requested Provider site; and
  - (f) A completed Rent Subsidy Budget Worksheet for the site, as described in Section 2 of this S&P.
- (6) ODDS COO or designee, will authorize DD 56 Rent Subsidy for a specific Provider site and the Individuals in that site who qualify for DD 56 Rent Subsidy.
- (a) DD 56 Rent Subsidy funds authorized to a specific Provider site do not transfer with an Individual who moves to another of the Provider's sites, relocates to another County, or moves to a different Provider. DD 56 funds awarded to a specific Provider site stay with that specific site until the site is no longer authorized DD 56 Rent Subsidy.
  - (b) If an Individual authorized to receive DD 56 Rent Subsidy leaves a DD 50 Residential Facility, or a DD 142 Children's Residential Facility, the DD 56 funds will remain with the vacancy at the specific DD 56 Rent Subsidy authorized site at a maximum of six months. Funds may be used for new Individuals, enrolled prior the six months of the available site, who qualify for and are approved by ODDS COO to receive DD 56 funds.
  - (c) Provider must actively work with the Case Management Entity (CME) to fill the vacancy of a DD 50 Residential Facility, or a DD

142 Children's Residential Facility, the DD 56 Rent Subsidy amount associated with the exiting Individual will continue to be paid to the Provider for a maximum vacancy period of six months. Should the Provider be unable to fill the DD 50 or DD 142 vacancy by the end of the six-month vacancy period, the DD 56 Rent Subsidy vacancy payments shall end.

- (d) Should a new DD 56 Rent Subsidy-qualified Individual move into the DD 50 or DD 142 vacancy prior to the end of the six-month vacancy payment period, the Provider must submit a Rent Subsidy Budget Worksheet for the home and the Individual. Individuals moving into the vacancy after six months must request funding as a new ask.
- (e) Authorization from ODDS COO or designee must be obtained in advance of the transfer of DD 56 funds to any new location.

**b. General Performance Requirements**

- (1) All Individuals receiving DD 56 Rent Subsidy Funds by DHS must be eligible for I/DD Services under OAR Chapter 411, Division 320.
- (2) Providers will only expend DD 56 Rent Subsidy funds awarded to them by ODDS for rent, lease, or mortgage, electricity, natural gas, and water and sewer for the specific site authorized in the award.
- (3) Providers of Services to Individuals eligible for the DD 56 Rent Subsidy will apply and maintain an active application for Section 8 or other housing subsidies available through the applicable local housing authority for the Individual or for the residential sites at which such Individuals reside, or for both, if appropriate prior to requesting rent subsidies. Documentation of the Provider's application and the approval or denial must be kept in the Individual's file with the Provider. Provider will make this documentation available to the CDDP or DHS upon request.
- (4) Providers of DD 56 Rent Subsidy must provide written notification to DHS of any approvals of Section 8, or any other housing subsidies, for Individuals or residential sites, within 14 calendar days of receipt of the approval. Provider's notifications must be submitted to ODDS COO via [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) and must include, but are not limited to:
  - (a) The names(s) of Individuals or residential sites for which subsidies have been approved;
  - (b) The address of the applicable residential site;
  - (c) The sources and amounts of the subsidies itemized by Individual or by the residential site;
  - (d) The effective date of each subsidy; and
  - (e) A Rent Subsidy Budget Worksheet for each site.

- (5) A Provider receiving DD 56 Rent Subsidy for an Individual receiving DD 50 Residential Facility Services of DD 142 Children's Residential Facility Services must, when the Individual exits the site, notify DHS, within 14 calendar days of the exit date, by submitting to the ODDS COO via [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) the following information:
  - (a) Individual's name
  - (b) Individual's prime number
  - (c) Address of the residential site, and
  - (d) Exit or effective date.
- (6) A Provider receiving DD 56 Rent Subsidy for an Individual receiving DD 51 Supported Living Services must, when the Individual exits the DD 51 Services, notify DHS, within 14 calendar days of the exit date, by submitting to the ODDS COO via [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) the following information:
  - (a) Individual's name
  - (b) Individual's prime number
  - (c) Address of the residential location, and
  - (d) Exit or effective date.

**3. Billing and Payment Procedures**

- a. Provider will submit a DD 56 Rent Subsidy Contractor Invoice and a Rent Subsidy Budget Worksheet, when applicable, to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us).
- b. Upon receipt of a complete and accurate Provider Invoice and, if applicable, a Rent Subsidy Budget Worksheet, DD 56 funds will be released directly to the Provider via a eXPRS Provider Prior Authorization
- c. If billing for a vacancy the invoice must indicate that as a separate line item and must indicate the month (one of six) that you are billing. For example the invoice line item for the first month should indicate Vacancy 1<sup>st</sup> Month and continue until the vacancy is filled or until you have billed for the allowed six months.

**4. Rent Subsidy Budget Worksheets**

- a. All Providers of DD 56 Rent Subsidy Services will be required to complete a DIIS designated Rent Subsidy Budget Worksheet for each site awarded DD 56 Rent Subsidy funding. This Worksheet can be obtained by sending an email request to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us).
- b. A Rent Subsidy Budget Worksheet is to be completed by the Provider under the following conditions:
  - (1) When the federal government authorizes a cost of living adjustment (COLA) for SSI;

- (2) Any time there is an increase or decrease to the rent, mortgage, or lease amount or the allowable utilities costs that equals a combined total of 100.00 or more;
- (3) When there is no longer a rent, mortgage, or lease payment for a DD 56 Rent Subsidy authorized site;
- (4) Upon a DHS request; and
- (5) When a licensed capacity change occurs for a DD 50 Residential Facilities Services or DD 142 Children's Residential Facilities Services site, or the available capacity changes in a DD 51 Supported Living Services location.

Unless otherwise specified in the S&P or the DHS request, the Rent Subsidy Budget Worksheet must be completed by the Provider within 14 calendar days of the condition that created the need for the worksheet.

- c. The Rent Subsidy Budget Worksheet calculates the DD 56 Rent Subsidy amount per unit that could be paid to the provider on behalf of each IDD person living at the Provider's residential site. The Budget Worksheet is populated with the current or expected federal amount of SSI used for rent. Only the Individuals at the Provider's residential site who are authorized by DHS to receive DD 56 Rent Subsidy will be used in the calculations for either the amount per unit or the previously assigned rate, whichever is less. Funding determinations are based on available funding.
- d. ODDS COO will review the submitted Budget Worksheet and will determine the monthly rate(s) for DD 56 Rent Subsidy. If the Budget Worksheet:
  - (1) Shows a negative or zero amount per unit, there is no financial need for DD 56 Rent Subsidy. The Rent Subsidy amount to be paid to the Provider for the Individual is zero.
  - (2) Shows an amount per unit that is less than the amount previously authorized for the Individual, the Individual's DD 56 Rent Subsidy rate will be reduced to match the per unit amount noted in the current Budget Worksheet.
  - (3) Shows an amount per unit that is higher than the amount previously authorized for the Individual, there will be no change to the current DD 56 Rent Subsidy rate. Due to DHS budgetary limitations, there can be no increase to a DD 56 Rent Subsidy rate.
- e. When the federal government authorizes a COLA for SSI, DHS will revise the Rent Subsidy Budget Worksheet template and will send the new template to Providers. The revised Budget Worksheet must be completed with the change in allowable rent before any changes in the monthly rate for DD 56 Rent Subsidy will be effective.
  - (1) Provider must complete and return the revised Rent Subsidy Budget Worksheet to ODDS within a minimum of 14 calendar days, or by the otherwise specified timeframe provided by DHS in writing.



- (2) CAU will review the completed Budget Worksheets to determine if any changes to the monthly rates for DD 56 Rent Subsidy are required, based upon the criteria specified in section 4. d. above.
- (3) In cases where a new monthly rate is identified, DHS will create a revised Contractor Invoice template and will send the revised template to the Provider
- (4) If a Rent Subsidy Budget Worksheet is required or has been requested, DD 56 Rent Subsidy payments will not be released to the Provider until the Budget Worksheet has been received and processed by CAU.

**5. DD 56 Rent Subsidy DHS Contractor Invoice**

- a. A DD 56 Rent Subsidy Contractor Invoice must be completed by the Provider and submitted monthly via [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) by the 15<sup>th</sup> of each month. The Contractor Invoice must be complete and accurate to allow submission of an eXPRS PPA for Provider payment. The Contractor Invoice will be returned to the Provider to correct, if any required information or documentation is missing, incomplete or inaccurate. The Provider is responsible to correct any errors and return the complete and accurate Contractor Invoice to ODDS for payment within the time allotted in paragraph b, below.
- b. All complete and accurate DD 56 Rent Subsidy Contractor Invoices are to be received by DHS within 45 calendar days from the end of the service month. Any Contractor Invoices received after this time period may not be paid.
- c. Contractor Invoices are to be submitted only for Individuals and sites with DD 56 Rent Subsidy authorization.
- d. DHS will not prorate DD 56 Rent Subsidy payments. A newly approved Individual must be in the approved DD 56 Rent Subsidy site from at least the 1<sup>st</sup> to the 15<sup>th</sup> of the month to qualify for Rent Subsidy for that month. If an Individual moves into the site after the 15<sup>th</sup> of the month, the DD 56 Rent Subsidy will be paid to the provider beginning with the following month.

**6. Settlement and Quality Assurance**

- a. Settlement will be used to confirm and reconcile any discrepancies that may have occurred between actual DHS disbursements of funding awarded for DD 56 Rent Subsidy Services and the amount of qualifying billable Services actually delivered on a monthly basis and at the end of each biennium. Information requested by DHS as part of the Settlement process must be submitted to DHS within the timeframe designated by DHS. The Provider is fully responsible for the accuracy of the information submitted to DHS.
- b. DHS may conduct quality assurance reviews of the Provider's adherence to the DD 56 Rent Subsidy S&P.

**7. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 57 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Special Projects  
**Service ID Code:** DD 57

DD 57 Special Projects governs two different Services that are supported by two different funding sources: the State General Fund (GF Special Projects) or the Community First Choice State Plan – K-Plan Fund (K-Plan Special Projects).

### 1. GF Special Projects.

#### a. GF Special Projects Overview

GF Special Projects are one-time-only or time-limited Services, for Individuals with Intellectual or Developmental Disabilities (I/DD), approved in advance by the Department of Human Services' (DHS) Office of Developmental Disability Services (ODDS). GF Special Projects include:

- (1) Sex offender treatment through group therapy, individual therapy, or group and individual therapy;
- (2) Necessary expenditures to prepare for implementation of new or revised Services (Start-up); or
- (3) Other I/DD Services not detailed in any other S&P.

#### b. General Performance Requirements for GF Special Projects

- (1) Individuals receiving GF Special Project Services must be found eligible for I/DD Services under OAR Chapter 411, Division 320. Under extraordinary circumstances, ODDS may authorize an exception to this eligibility requirement.
- (2) All GF Special Project funding requests must be submitted to ODDS at [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) for prior authorization. DHS will not pay for any GF Special Project Services rendered prior to ODDS's approval authorizing the Services. ODDS will not approve retroactive requests for GF Special Projects.

#### c. Performance Requirements for Start-Up GF Special Projects

- (1) Start-Up funding requests for GF Special Projects can be made for the development of new Services for new Individuals in a residential facility receiving DD 50 Residential Facilities Services for up to \$2,500.00 per Individual for a biennium. Prior to development of the new Service, County will confirm the need and approve the Start-Up GF Special Project. County will determine whether other capacity resources have been considered and ruled out prior to submission of the GF Special Projects funding request to ODDS at [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us).

- (2) Requests for GF Special Project Start-Up funding must be submitted separately and must include the following:
  - (a) A DHS prescribed line-item budget;
  - (b) A description of the Start-Up GF Special Project being requested;
  - (c) The effective date and the end date of the requested GF Special Project;
  - (d) The Individual's name;
  - (e) The Individual's prime number;
  - (f) The dollar amount requested for the Individual; and
  - (g) Any other information requested by ODDS.
- (3) GF Special Project Start-Up funds must be expended according to the request for the funds and in accordance with any required line-item budget submitted by County and approved by ODDS. Expenditures must comply with the allowable costs detailed in 1. c. (4) below.
- (4) GF Special Project Start-up funds:
  - (a) Cannot be used for County or Provider administration or overhead costs.
  - (b) May only be applied to GF Special Projects from qualified Providers, or vendors and contractors, who are licensed, bonded and insured in Oregon in accordance with OAR 812.
- (5) GF Special Project Start-Up allowable costs include:
  - (a) Program and office supplies specific to the approved GF Special Project Start-Up;
  - (b) Initial staff training, including training materials and training fees, for the GF Special Project Start-Up;
  - (c) Supplies of food, and maintenance and housekeeping items needed only for the first 30 calendar days of the GF Special Project Start-Up;
  - (d) Insurance premiums for fire or liability coverage and professional performance bonds for only the first month's coverage for the residential facility;
  - (e) Health and safety professional, contract services necessary for a program, or for support of an Individual living in a residential facility, such as behavior consultation and nursing assessments; and
  - (f) Initial licensing fees.

- (6) Capital outlay costs allowed under GF Special Projects for Start-up may include:
  - (a) Furnishings and equipment appropriate for the type of Service being provided, such as necessary household furnishings and appliances for the residential facility to support the Individual;
  - (b) Office furnishings and equipment proportionate to the size of the program being implemented, or to the number of staff required for the program being implemented, or to both the program size and the number of staff;
  - (c) Environmental modifications, such as wall hardening, locks on cabinets, ramps, bathroom modifications, and technology, necessary to meet the health and safety needs of the Individual, appropriate for the type of Service being provided, and not available to the residential facility through any other resource. All environmental modifications must be performed by a contractor licensed, bonded and insured in Oregon.

d. Performance Requirements for GF Special Projects for Sex Offender Therapy

- (1) The sex offender treatment funded by GF Special Projects must be court ordered, ordered as a condition of parole or probation, or an exception authorized in advance of the therapy by ODDS. Individuals under the jurisdiction of the Psychiatric Security Review Board (PSRB) do not qualify for GF Special Project funding for sex offender therapy and County will not use GF Special Project funds for sex offender treatment for these individuals.
- (2) The initial GF Special Projects request for sex offender treatment must be submitted to ODDS at [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) for ODDS approval. The request for treatment must include the following:
  - (a) An agreement to the sex offender therapy by the Individual's support team prior to submission of the request to ODDS. Documentation of this agreement must be submitted with the request.
  - (b) A budget or a quote for the cost of the therapy services. Therapy rates must not exceed the usual and customary rates for the geographic service area in which the Individual receives sex offender treatment.
- (3) The request for GF Special Projects funds for sex offender therapy treatment must include:
  - (a) The Individual's full name;
  - (b) The Individual's date of birth;
  - (c) The Individual's prime number;
  - (d) The sex offender therapy Provider's name;

- (e) The type of sex offender therapy (individual or group or individual and group therapy);
  - (f) The number of sessions per week by type of therapy requested;
  - (g) The effective and end dates of the requested therapy. The term of the requested therapy cannot exceed the amount of time ordered by the court, or specified by the terms of a probation or parole agreement;
  - (h) The hourly rate for each type of therapy requested;
  - (i) The total amount being requested for the Individual per month; and
  - (j) Information or documentation of funds the Individual receives from any non-Supplemental Security Income (SSI) source. The Individual will be required to contribute toward the cost for sex offender treatment if receiving funds from a non-SSI source.
  - (k) Documentation that the sex offender treatment is court ordered or is required by the terms of the parole or probation agreement. County will make this documentation available to ODDS upon request.
- (4) When GF Special Project funds are used to pay for sex offender treatment, the therapy must be provided by a qualified Provider as determined by the applicable ODDS program rules, such as the rules that apply to Residential Facilities Services, Supported Living Services, and Adult Foster Homes Services; or recognized by a board in Oregon authorized to license or certify professionals, such as Board of Social Workers or Board of Licensed Psychologists.
- (5) Prior to completion of the court ordered sex offender treatment, when requested by County, ODDS will determine whether to modify or continue the sex offender treatment by reviewing the following information provided by the County:
- (a) Is the Individual in Developmental Disability licensed housing;
  - (b) Is the Individual actively participating in the sex offender therapy;
  - (c) Is there a continued need for the Individual to participate in the individual, group or individual and group therapy; and
  - (d) Is the current sex offender therapy resulting in the desired change in the Individual's behavior?

County will submit this information to ODDS at [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) before the end date of the court order, or parole or probation agreement for determination.

- (6) County shall obtain and maintain documentation regarding the Individual and the Individual's sex offender treatment. This documentation shall include but is not limited to:
  - (a) Clinical reports;
  - (b) Agreements to the sex offender treatment from the Individual's support team ; and
  - (c) An itemization of the Individual's treatment costs.
- e. Performance Requirements for Other I/DD Services Funded by GF Special Projects
 

Requests for GF Special Projects that are not for Start-Up or sex offender treatments must be submitted to ODDS at [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) . The written request must include the following information:

  - (1) The Individual's name;
  - (2) The Individual's prime number;
  - (3) The Individual's date of birth;
  - (4) The effective and end dates of the GF Special Project; and
  - (5) A detailed description of the I/DD Services and why this GF Special Project cannot be funded under any other Service Element. The detailed description must also include:
    - (a) The dollar amount requested for the Individual;
    - (b) A budget or an analysis of how the GF Special Project funding will be spent; and
    - (c) Any other information as requested by ODDS.
- f. Any GF Special Project Services requested by the County will not be provided until County receives authorization from ODDS. ODDS will send a written determination of the GF Special Project request by email within 14 calendar days of the date the County's request is received by ODDS.
- g. GF Special Project Reporting Requirements
 

County shall supply all data, documentation, and information required by ODDS relative to the implementation of, or payment for, GF Special Project Services requested by County. ODDS shall identify the time frame for receipt of the ODDS required data, documentation, or information in its requests to County.
- h. GF Special Projects Financial and Billing Procedures
  - (1) All GF Special Projects will be funded through a particular line of a Service Element Prior Authorization (SEPA) in the eXPRS Payment & Reporting System (eXPRS). All GF Special Project funds will be paid based upon receipt of a completed, accurate, and approved, DHS-prescribed form submitted by County to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) .

- (2) GF Special Project Start-Up funds are entered into an accepted SEPA in eXPRS. County must submit the approved line-item budget and a request for payment on a DHS prescribed form to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) . ODDS will not authorize a payment to County for the GF Special Project Start-Up funds until a completed and accurate form is received by ODDS. Upon receipt and approval by ODDS of the form, ODDS will create a Provider Prior Authorization (PPA) in eXPRS. The PPA will allow the release of funds to County. County will issue payment to the Provider of the GF Special Project Start-Up Service.
- (3) Upon completion of a GF Special Project Start-up project County will submit an expenditure report on a DHS prescribed form, with receipts for all expenditures for the GF Special Project Start-up project attached. The expenditure report is due 45 calendar days after the completion date of the GF Special Project Start-up project and is to be submitted to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) .
- (4) Any unused GF Special Project Start-up funds must be returned to DHS. Provider shall return to County all unused GF Special Project Start-up funds paid to Provider by County. County shall return to ODDS all unused GF Special Project Start-up funds released to County by ODDS. All unused GF Special Project Start-up funds must be returned to DHS no later than 45 calendar days after the close of the biennium in which the funds were released to County.
- (5) GF Special Projects for sex offender treatment must be approved in advance by ODDS, accepted in a SEPA in eXPRS, and Services must be provided before ODDS will release GF Special Project funding. Provider of the GF Special Project sex offender treatment shall submit a monthly invoice to County. County shall review the monthly Provider invoice for accuracy and to ensure the Services, rates and service dates were authorized by ODDS. County will submit the Provider invoice and a contractor invoice in the form prescribed by DHS to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) . Invoices for sex offender treatment must be submitted by County within 45 calendar days from the end of the service month. ODDS will release payment to County upon receipt of a complete and accurate invoice by creating a PPA in eXPRS. ODDS shall release payments to County on or around the 1<sup>st</sup> and 15<sup>th</sup> of each month. County will pay the released funds to the Provider of the GF Special Project sex offender treatment Services. ODDS will not pay any invoices for GF Special Project sex offender treatment Services that are received after 45 calendar days from the end of the service month or for GF Special Project sex offender treatment Services that are not authorized by ODDS.
- (6) GF Special Projects funding for other I/DD Services must be authorized in advance by ODDS, accepted in a SEPA in eXPRS, and the GF Special Project Services must be provided before ODDS will release funding. Payment for other I/DD Services funded by GF Special Projects funding will be paid directly to County by ODDS. County will submit a monthly



contractor invoice on a form prescribed by DHS to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) for processing. Upon receipt of fully completed and accurate contractor invoice from County, ODDS will release the payment by creating a PPA in eXPRS. Payments are released to the County on or around the 1<sup>st</sup> and 15<sup>th</sup> of each month. County shall pay the Provider of the IDD Services from the GF Special Project funds. County invoices will be submitted within 45 calendar days from end of the service month. ODDS will not pay any invoices for I/DD Services under GF Special Project funds that are received after 45 calendar days from the end of the service month.

## 2. K-Plan Special Projects.

### a. K-Plan Special Projects Overview

K-Plan Special Projects are one-time-only or time-limited I/DD Services for Individuals receiving DD 50 Residential Facility Services, DD 51 Supported Living Services, or DD 58 Adult Foster Home Services. K-Plan Special Projects include the following:

- (1) Assistive devices;
- (2) Assistive technology for Individuals receiving Supported Living Services only;
- (3) Community nursing services for Individuals in Supported Living and Adult Foster Home care only;
- (4) Emergency response systems for Individuals receiving Supported Living Services only;
- (5) Environmental modifications; and
- (6) Home delivered meals for Individuals receiving Supported Living Services only.

Detailed information about these Services is located in the CDDP Comprehensive In-Home Expenditure Guidelines (CDDP Expenditure Guidelines) at <http://www.oregon.gov/dhs/DD/adults/compserv-exp-guide.pdf>.

### b. General Performance Requirements for K-Plan Special Projects

- (1) Individuals receiving K-Plan Special Project Services must be eligible for I/DD Services under OAR Chapter 411, Division 320.
- (2) Requests to fund K-Plan Special Project Services must be approved in advance by County, if \$500.00 or less, or by ODDS, if over \$500.00, and must follow the CDDP Expenditure Guidelines.
- (3) County requests for K-Plan Special Project funding that require ODDS approval must be submitted to [ODDS.FundingReview@state.or.us](mailto:ODDS.FundingReview@state.or.us) with a detailed description of the K-Plan Special Project.

c. Special Reporting Requirements for K-Plan Special Projects

County shall supply all data, supporting justification, and information required by ODDS relative to the implementation of, or payment for, the K-Plan Special Projects requested by County. ODDS shall identify the time frame for receipt of the data, supporting justification, or information required by ODDS in its requests to County.

d. K-Plan Special Projects Financial and Billing Procedures

- (1) All required K-Plan Special Projects will be funded through an accepted SEPA in eXPRS and the K-Plan Special Project Services must be provided before ODDS will release the K-Plan Special Projects funding.
- (2) Provider of the K-Plan Special Project Services shall submit a monthly invoice to County. County shall review the monthly Provider invoice for accuracy and to ensure the K-Plan Special Projects Services, rates and Service dates were authorized by County if \$500.00 or less and by ODDS if over \$500.00.
- (3) County will submit the Provider invoice and an invoice on a form prescribed by DHS to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) . Invoices for K-Plan Special Projects must be submitted by County within 90 calendar days from the date of service.
- (4) ODDS will release payment to County upon receipt of a complete and accurate invoice by creating a PPA in eXPRS. ODDS shall release payments to County on or around the 1<sup>st</sup> and 15<sup>th</sup> of each month. County shall pay the released funds to the Provider of the K-Plan Special Project Service. ODDS will not pay any invoices for K-Plan Special Project Services not authorized in advance by ODDS if over \$500.00; or not authorized in advance by County if \$500.00 or less.

**3. Settlement for All DD 57 Special Projects.**

Settlement will be used to confirm and reconcile any discrepancies that may have occurred between actual DHS disbursements of funding awarded for DD 57 Special Projects through a SEPA and the amount of authorized and allowable DD 57 Services actually delivered and invoiced in accordance with these DD 57 Standards and Procedures.

**4. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 58 Adult Foster Home Services Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Adult Foster Homes  
**Service ID Code:** DD 58 Adults

### 1. Overview.

DD 58 Adult Foster Home Services governs the delivery of residential care and services to Individuals who are 18 years or older with an Intellectual or Developmental Disability (I/DD) in adult foster homes. DD 58 Adult Foster Home Services include 24-hour supervision, room and board, and assistance with the activities of daily living, instrumental activities of daily living and other activities, including recreation, socialization and access to services which help the Individuals develop appropriate skills to increase or maintain their level of functioning in accordance with each Individual's person-centered plan.

### 2. Standards and Procedures.

#### a. Service Authorization

DD58 Adult Foster Home Services must be authorized in advance by County in which the Individual is enrolled and is receiving DD 48 Case Management Services. This authorization must be obtained and documented according to the applicable DHS policies and procedures.

Prior to authorization of DD 58 Adult Foster Home Services, County shall ensure that each Individual receiving DD 58 Adult Foster Home Services funded by DHS is eligible for Developmental Disability Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.

#### b. Special Reporting Requirements

- (1) For purposes of Medicaid compliance, DHS must be notified when payment has been authorized for DD 58 Adult Foster Home Services. County will notify DHS using forms and procedures designated by DHS.
- (2) County shall submit to DHS Information Technology Business Support Unit/Technical Assistance Unit (ITBSU/TAU) a completed DD Eligibility/Enrollment/Update Form (DIIS0337) within 45 calendar days of the DD 58 Adult Foster Home Services delivery date.
- (3) Prior to the implementation of eXPRS for DD 58 Adult Foster Home Services, all Individuals receiving DD 58 Adult Foster Home Services shall be enrolled in the community based care system and, at minimum, in DD 48 Case Management Services in the eXPRS Payment System.
- (4) Upon implementation of eXPRS for DD 58 Adult Foster Home Services, CDDP will submit a Client Prior Authorization (CPA) for the specific

Individual for DD 58 Services the CDDP authorized at the DHS approved rate for a specified period of time. CDDP shall not request payment for DD 58 Services provided prior to the submission of the CPA.

c. Billing and Payment Procedures

- (1) DHS provides funding for DD 58 Adult Foster Home Services solely through DHS funds. DD 58 Adult Foster Home Services funding is disbursed by DHS directly to Providers of DD 58 Adult Foster Home Services at the monthly rates authorized by CDDP for the Providers. All payment rates for DD 58 Adult Foster Home Services authorized by CDDP must meet the following requirements:
  - (a) Monthly payment rates for Individuals receiving DD 58 Adult Foster Home Services will be established through an assessment process approved by DHS and are calculated on the basis of the Individual's residential care and service needs, the Foster Care Support Needs Assessment Profile, or the current approved Functional Needs Assessment tool.
  - (b) Behavior consultation services may only be included in the DD 58 Adult Foster Home Services monthly rates for a total of 90 calendar days per Individual unless the Individual has a support needs assessment that requires regular oversight or revision of the behavior consultation services. The Provider of DD58 Adult Foster Home Services shall maintain a separate accounting of the funds for behavior consultation services, and County shall monitor the separate accounting in accordance with DHS monitoring guidelines. Behavior Consultation service funding may only be included in the DD 58 monthly rates during the period prior to implementation of DD58 in eXPRS, unless otherwise authorized in writing by DHS. County shall not authorize payments for DD 58 Adult Foster Home Services funded by DHS in excess of the DD 58 Adult Foster Home established monthly rate for an Individual. DD 58 Adult Foster Home Services monthly rates are individualized and are not transferable to another eligible Individual.
- (2) The monthly rate for DD 58 Adult Foster Home Services for an Individual will be prorated for any month in which DD Adult Foster Home Services are not provided to the Individual for a portion of the month.
- (3) Providers of DD50 Services must comply with 42 CFR § 441.530 that identifies the standards of Home and Community Based Services (HCBS) settings, and with Oregon's HCBS global transition plan and Oregon Administrative Rules regarding HCBS.

- (4) Payments from DHS to the Provider for DD 58 Adult Foster Home Services will be reduced or offset by the amount paid directly to the Provider from the Individual's resources for support of residential care and services. Provider shall be responsible for the billing and collection of the offset amount.
- (5) Payment for DD 58 Adult Foster Home Services to the Provider will be made by DHS through the eXPRS Payment and Reporting System after County submits a DD Eligibility/Enrollment/Update form (DHS0337). DHS0337 is the source document for all DD 58 Adult Foster Home Service and rate authorizations, and it must be completed by County in conformance with instructions from DHS.
- (6) County shall submit a new DHS0337 with the budget summary pages from the Individual's most current DD Foster Care Support Needs Assessment Profile (SNAP), or the current DHS approved Functional Needs Assessment tool, to generate payment for DD 58 Adult Foster Home Services to the Provider.
- (7) County shall submit a new or updated DHS0337 form as soon as possible when changes to the DD 58 Adult Foster Home Services or monthly rate occur. When an Individual is absent from the AFH-DD, the DHS0337 authorizes payment for the absence.
- (8) If the Individual is out of the AFH-DD due to time spent in another institutional setting, incarceration, or nursing facility or is otherwise determined ineligible for the funding, then payment for DD 58 Adult Foster Home Services will be made by DHS through the eXPRS Payment and Reporting System directly to the County. Payment will be monthly at the beginning of the month after DHS has approved a Service Element Prior Authorization (SEPA), County has accepted it, and DHS has completed a Provider Prior Authorization (PPA).
- (9) For purposes of the Adult Foster Home agreement between DHS and the Provider, an Individual is deemed to have received DD 58 Adult Foster Home Services, and DHS will allow payment to the Provider, when the Individual is residing at the AFH-DD where overnight care is provided, and one of the following conditions is met:
  - (a) The Individual had been receiving DD 58 Adult Foster Home Services at the AFH-DD immediately prior to an absence and the Individual is absent for not more than five consecutive days, as a result of incarceration or an absence unreported to Provider, and it has not been determined by Provider and County that the Individual will not be returning to the AFH-DD; or
  - (b) The Individual had been receiving DD 58 Adult Foster Home Services at the AFH-DD immediately prior to the absence and the Individual is absent for not more than 14 consecutive days, not to exceed 21 calendar days, in any consecutive 12 month period, as a

result of being on vacation, a family visit, or in relief care, and it has not been determined by Provider and County that the Individual will not be returning to the AFH-DD; or

- (c) The Individual had been receiving DD 58 Adult Foster Home Services at the AFH-DD immediately prior to the absence and the Individual is absent for not more than 21 consecutive days, as a result of being on convalescent leave or admittance to either a medical hospital, a psychiatric hospital, or a DHS Stabilization and Crisis Unit, and it has not been determined by Provider and County that the Individual will not be returning to the AFH-DD.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 58 Child Foster Home Services Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Child Foster Homes  
**Service ID Code:** DD 58 Children

### 1. Overview.

Developmental Disability Child Foster Home (DD 58) Services governs the delivery of residential care and services in child foster homes to Children who are less than 18 years of age with intellectual or developmental disabilities (I/DD); or individuals 18 to 21 who remain in the same Child Foster Home under an approved variance. The purpose of DD 58 Services is to provide 24-hour supervision, room and board, and structure and daily activities designed to promote the physical, social, intellectual, cultural, spiritual, and emotional development of the Child.

### 2. Standards and Procedures.

#### a. Service Authorization

DD 58 Services must be authorized in advance by the Community Developmental Disabilities Program (CDDP) providing DD 48 Case Management Services to the Child. This authorization must be obtained and documented according to Department of Human Services (DHS) policies and procedures.

Prior to authorization of DD 58 Services, the CDDP must ensure all Children receiving DD 58 Services are eligible for Developmental Disability Services; eligibility must be determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised periodically.

#### b. Special Reporting Requirements

- (1) For purposes of Medicaid compliance, the CDDP must notify DHS using forms and procedures designated by DHS when payment has been authorized for DD 58 Services.
- (2) Prior to implementation of Client Prior Authorizations (CPAs) in eXPRS, for DD58 Services, the CDDP must submit to DHS Information Technology Business Support Unit/Technical Assistance Unit (ITBSU/TAU) a completed DD Eligibility/Enrollment/Update form (DHS0337) within 45 calendar days of the DD 58 Service delivery date. Upon implementation of DD58 CPAs in eXPRS, the CDDP must submit a CPA for the specific Individual for DD 58 Services the CDDP authorized at the assessed rate for a specified period of time. County shall not request payment for DD 58 Services provided prior to the submission of the CPA.
- (3) All Children receiving DD 58 Services must be enrolled in the community based care system and, at a minimum, in DD 48 Case Management Services in the eXPRS Payment System.

c. Billing and Payment Procedures

- (1) DHS provides funding for DD 58 Services solely through DHS funds. Child Foster Home funding is disbursed by DHS directly to DD 58 Service Providers based on monthly service rates authorized by the CDDP. All monthly service rates for DD 58 Services authorized by the CDDP must meet the following requirements:
  - (a) Monthly service rates for Children receiving DD 58 Services are based on the child's assessed residential care and service needs and must be established using the current DHS-approved Functional Needs Assessment (FNA) tool.
  - (b) Prior to the implementation of DD 58 CPAs in eXPRS, behavior consultation services may only be included in the DD 58 Services monthly service rates for a maximum of 90 calendar days per Child unless an exception is granted by ODDS. The Provider of DD58 Services must maintain a separate accounting of the funds for behavior consultation services, and the CDDP must monitor the separate accounting in accordance with DHS monitoring guidelines. Unused behavior consultation service funds must be recouped in accordance with DHS policy. Upon implementation of DD58 CPAs in eXPRS, behavior consultation may not be included in the DD 58 monthly service rates.
- (2) Providers of DD 58 Services must comply with 42 CFR § 441.530 that identifies the standards of Home and Community Based Services (HCBS) settings, and with Oregon's HCBS global transition plan and Oregon Administrative Rules regarding HCBS.
- (3) The CDDP shall not authorize payments for DD 58 Services in excess of the monthly service rate established by the current DHS-approved FNA tool for the Child. Monthly service rates are individualized and are not transferable to another eligible Child.
- (4) The monthly service rate for DD 58 Services for a Child will be prorated for any month in which DD 58 Services are provided to the Child for a portion of the month rather than the full month
- (5) Payment to the Provider for the provision of DD 58 Services will be made by DHS through the eXPRS Payment and Reporting System.
  - (a) Prior to implementation of DD58 CPAs in eXPRS, the CDDP must submit a DD Eligibility/Enrollment/Update form (DHS0337) with a copy of the Child's most current FNA tool to initiate payment or changes in payment. The CDDP must complete all applicable sections, including the Foster Care section, of the DHS0337 in conformance with instructions from DHS for payment to be made.
  - (b) Upon implementation of DD58 CPAs in eXPRS, the CDDP must submit a Client Prior Authorization (CPA) for the specific Child for DD 58 Services the CDDP authorized at the assessed rate for a



specified period of time. A copy of the Child's most current FNA tool must be submitted to the ODDS FAC.

- (6) Prior to implementation of the DD58 CPAs in eXPRS, the CDDP must submit a new or updated DHS0337 as soon as possible when changes to the DD 58 Services or monthly service rate occur. Upon implementation of DD 58 CPAs in eXPRS, the CDDP must changes to DD 58 Services or monthly rates by editing the DD 58 CPA or submitting a new must be
- (7) When a Child is absent from the CFH, the DHS0337 authorizes or suspends payment during the absence depending on the reason for and duration of the absence as described in (8) (b) below. Payment of the service rate during periods of absence is contingent on the availability of funding.
- (8) For purposes of the Foster Home Medicaid Provider Enrollment Agreement between DHS and the Provider, a Child shall be deemed to have received DD 58 Services , and DHS will allow payment to the Provider, when:
  - (a) The Child is residing and receiving overnight care at the CFH; or.
  - (b) If funding is approved by the legislature to allow for payment during specific absences for the purpose of maintaining the Child's placement, then a Child will be deemed to have received DD 58 Services and DHS will allow payment to the Provider when the Child was temporarily absent from the CFH under one of the following conditions:
    - i. Absence was a result of juvenile detention or unapproved leave; immediately prior to the absence, the Child had been receiving DD 58 Services at the Provider's CFH as described in (8)(a) above; the absence did not exceed five consecutive days (excluding weekends and holidays) ; and it was determined by Provider and CDDP that the Child would return.to that same CFH after the period of absence
    - ii. ii. Absence was a result of the Child being on vacation, a family visit, or in relief care; immediately prior to the absence, the Child had been receiving DD Services at the Provider's CFH as described in (8) (a) above; absence was not greater than 14 consecutive days and did not exceed 21 calendar days in a consecutive 12 month period; and it was determined by Provider and CDDP that the Child would return to that same CFH after the period of absence.
    - iii. Absence was the result of being admitted to a medical hospital, psychiatric hospital, or DHS Stabilization and Crisis Unit; immediately prior to the absence, the Child had been receiving DD 58 Services at the Provider's CFH as described in (8) (a) above; absence did not exceed 21

consecutive days; and it was determined by Provider and CDDP that the Child would return to that same CFH after the period of absence..

- (9) If the Child is out of the CFH due to time spent in another institutional setting, incarceration, or nursing facility or is otherwise determined ineligible for the funding, then payment for DD 58 Child Foster Home Services will be made by DHS through the eXPRS Payment and Reporting System directly to the County. Payment will be monthly at the beginning of the month after DHS has approved a Service Element Prior Authorization (SEPA), County has accepted it, and DHS has completed a Provider Prior Authorization (PPA).

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 142 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Children's Residential Facilities  
**Service ID Code:** DD 142

### 1. Overview.

Children's Residential Facilities Services (DD 142 Services) are care, training, and support services, primarily delivered in neighborhood homes, to individuals less than 18 years of age (each a Child) with Developmental Disabilities who require 24-hour care, supervision, and training in an environment other than the Child's family home or foster care.

### 2. Standards and Procedures.

#### a. Service Authorization

All DD142 Services must be approved in advance by the Department of Human Services (DHS) Office of Developmental Disability Services (ODDS).

#### b. Standards of Placements

- (1) Provider must provide those DD 142 Services in facilities licensed under the following Oregon Administrative Rules (OAR), as such rules may be revised from time to time:
  - (a) OAR Chapter 411, Division 325 - 24 Hour Residential Services for Children and Adults with Developmental Disabilities;
  - (b) OAR Chapter 413, Division 215 - Private Child Caring Agencies (DHS Child Welfare Programs); or
  - (c) OAR Chapter 416, Division 530 - Youth Offender Foster Care Certification (Oregon Youth Authority).
- (2) Provider must comply with the OARs under which they are licensed.
- (3) County shall ensure all Children receiving DD 142 Services funded by DHS are eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
- (4) All Children referred for DD142 Services must have a Social Security card, a certified copy of his/her birth certificate, and, if applicable, a legal adoption certificate or proof of US citizenship and current Oregon residence.
- (5) All Children receiving DD 142 Services funded by DHS through a Provider Enrollment Agreement (PEA) between the DD 142 Service Provider and DHS must be eligible for Oregon Health Plan Plus (OHP)

Plus) or Oregon Supplemental Income Program-Medical (OSIPM), and must meet Level of Care eligibility.

c. Standards for Facilities

At any facility in which DD 142 Services are delivered, regardless of the facility's licensing, Provider will:

- (1) Maintain at the facility, at a minimum, one direct care staff that is awake at any time a Child receiving DD 142 Services is present at the facility. Provider must maintain staffing levels appropriate to the number of Children served as required by OAR 411-325-0170 Staffing Requirements and as stated in the Provider's contract.
- (2) Furnish each Child receiving DD 142 Services with a separate sleeping room that meets the requirements specified in OAR Chapter 411, Division 325, regardless of the OARs under which the Provider is licensed.
- (3) Comply with the following requirements for any residential facility licensed under OAR Chapter 411, Division 325 (24 Hour Residential Services for Children and Adults with Developmental Disabilities):
  - (a) Vacancy Reserve Fund. The Board of Directors (or other governing authority of the residential facility, as applicable) of a Provider of DD 142 Services funded by DHS will define, establish, and maintain a "Vacancy Reserve" fund in a dollar amount sufficient to ensure that the Provider can continue to provide Services that meet applicable statutory, administrative rule, and contract requirements when payments to Provider are reduced due to vacancies. The Board or governing authority will implement a plan to replenish the Vacancy Reserve fund in a timely manner when the Vacancy Reserve fund falls below the level established by the Provider's Board or governing authority. Each Provider subject to the Vacancy Reserve fund requirement will include a line item on its routine financial statements that documents the status of its Vacancy Reserve fund. These financial statements must be made available to DHS or its designee upon request by DHS.
  - (b) Gender Specific Services. Provider will provide DD 142 Services that comprehensively address the unique needs, strengths and risk factors of each gender and foster positive gender identity development.
  - (c) Individual Support Plan (ISP) Implementation and Documentation. All Children receiving DD 142 Services must have an ISP, and the ISP must address the gender specific needs of the Child.

Provider will maintain documentation, as prescribed by DHS, of each support, activity, and service noted in the ISP; will train and educate Provider's staff on the content and implementation of the ISP; and will implement the ISP as written.

- (4) Comply with the following when providing DD142 Services to Children under the jurisdiction of the Juvenile Psychiatric Security Review Board (JPSRB):
  - (a) Provider will coordinate all JPSRB placements and transfers with the designated DHS Residential Specialist.
  - (b) Provider will assure, through policy, employee training, and Individual Support Plans, that all communication to the JPSRB, its panel members or employees, regarding Children receiving DD 142 Services, are coordinated with the DHS staff designated for such communication and reporting. Providers of DD142 Services and their staff will communicate to the JPSRB regarding Children under its care within the scope approved by designated DHS staff.
  - (c) Provider will not terminate DD 142 Services for Children under the jurisdiction of JPSRB during the term of the Provider's contract with DHS. This requirement does not prohibit Providers from giving notice to the DHS' Residential Specialist to terminate all DD142 Services per OAR and the provisions of Provider's contract.
- d. Standards for Health, Medical and Behavioral Supports
  - (1) Medication Management.
    - (a) Provider must not administer psychotropic medications on an as needed or pro re nata (PRN) basis to Children. PRN psychotropic medications are prohibited.
    - (b) A physician's, or licensed health care providers, written and signed order is required prior to the administration by the Provider of prescription medications and non-prescription medications except over-the-counter topical agents.
    - (c) Provider must administer medications as ordered by a physician or other licensed health care provider.
    - (d) Provider must record all medications for a Child on an individualized medication administration record for that Child. The medication administration record must be signed and dated for each administration of medication by Provider.
    - (e) Provider's medication administration records must be available for review upon request by the DHS Residential Specialist.
  - (2) Behavioral Support.
    - (a) Individualized, positive behavioral support strategies are required for Children with Developmental Disabilities receiving DD 142 Services.
    - (b) Provider must include the Child's behavioral support strategies in the Child's ISP.

- (c) Provider's staff must be trained in the delivery and implementation of the behavioral support strategies.
- (d) Provider is prohibited from using punishment, including threats and aversive stimuli, and physical discipline.
- (e) Provider may use physical interventions and restraints when the specific techniques are part of a nationally accepted standard of practice and when included in the Child's approved ISP or behavioral support plan.
- (f) Provider's staff must be trained in the use of physical intervention and restraint techniques described in (e).
- (g) Use of seclusion rooms by Provider is specifically prohibited unless:
  - i. The seclusion is part of a specific mental health treatment intervention for the Child.
  - ii. The seclusion is not connected to a threat of punishment or punishment of the Child.
  - iii. The use of seclusion is included in the Child's ISP.
  - iv. The Child resides in a mental health residential treatment facility, as defined in OAR 309-035-0105 (42).

(3) Children's Personal Property.

- (a) Provider must prepare and maintain an accurate written record of each Child's personal property that has significant or monetary value to the Child as determined by a documented ISP team or guardian decision. The personal property record must include:
  - i. The description and identifying number, if any, of the personal property;
  - ii. The date the personal property was included in the record;
  - iii. The date and reason the personal property was removed from the record;
  - iv. The signature of staff making each entry in the personal property record; and
  - v. An annual review (signed and dated by Provider) for accuracy and completeness of the personal property record.
- (b) Provider will ensure that each Child has a process to safeguard and track the use of his/her funds, including the Supplemental Security Income (SSI) equivalent for room, board and personal funds and other gifted or earned funds.
- (c) Provider will maintain a separate financial record for each Child. The Child's financial record must include:

- i. Documentation that the Child received any or all of the following payments or funds:
      - the monthly DHS payment for the SSI equivalent for room and board;
      - the monthly personal, gifted or earned funds or the SSI equivalent; and
      - other funds from gifts or earnings.
    - ii. A personal funds disbursement log with corresponding receipts and dates for spending by or on behalf of the Child. Receipts must be kept for each item or activity expense of the Child.
    - iii. An entry by the Provider in the Child's personal funds disbursement log to record the purpose of a disbursement, the date of the entry, and the signature of the Provider's staff.
    - iv. The approved spending plan and the amount of funds the Child may carry on their person according to the Child's ISP. The Child's spending plan must be approved by the DHS Residential Specialist and the Child's guardian.
  - (d) Provider must transfer a Child's personal funds with the Child if a Child transfers to another Provider or returns to the family home.
  - (e) Provider must reimburse a Child any funds that are missing due to theft or mismanagement on the part of Provider's staff; or any funds within the custody of the Provider that are missing. Reimbursement to the Child must be made within ten working days of the date the missing funds are verified.
- (4) Availability of Information.
 

All information or documents related to the provision of DD 142 Services, the service locations or premises, and the Child's records must be made available to DHS upon request. The information, documents, Child's records and service locations for DD 142 Services are subject to review and in person monitoring by the DHS Residential Specialist.
- e. Special Reporting Requirements
  - (1) For purposes of Medicaid compliance, DHS must be notified when an eXPRS Disbursement Claim is submitted with a Modifier Code due to an absence of a Child receiving DD 142 Services. Provider of the DD 142 Services must notify ODDS using forms and procedures designated by DHS.
  - (2) If Provider provides DD 142 Services at a facility licensed under OAR Chapter 413, Division 215 Private Child Caring Agencies (DHS Child Welfare Programs), or OAR 416-530-0000 to 416-530-0090 Youth

Offender Foster Care Certification (Oregon Youth Authority), Provider shall submit documentation of support, activities and services provided under the Individual Support Plan to DHS' designee upon request.

- (3) **Incident Reports and Emergency Notifications.** Provider shall submit a written report of any injury, accident, act of physical aggression, or unusual incident involving a Child (Incident Report, as defined in OAR 411-325-0020 (41)), to the DHS Residential Specialist, County Service Coordinator, and the Child's legal guardian within five business days of the date of the incident. Copies of Incident Reports provided to legal guardians must have any personal or confidential information about other Individuals removed or redacted as required by federal and state privacy laws.
- (4) **Unusual Incidents,** as defined in OAR 411-325-0020 (77), require immediate notification by the Provider to the DHS Residential Specialist and the CDDP Services Coordinator. Provider will not provide copies of Unusual Incident reports to the Child's legal guardian when the report is part of an abuse investigation, unless the guardian is a State agency.
- (5) **Allegations of abuse or neglect and abuse investigations** require immediate notification to the DHS Residential Specialist by the Provider. When an abuse investigation has been initiated, the DHS Residential Specialist will ensure that either the CDDP Services Coordinator or ODDS is notified. The DHS Residential Specialist will also immediately notify the Child's legal guardian of the allegation unless notification is prohibited by law.

**f. Billing and Payment Procedures**

- (1) **Calculation of Service Payments.** DHS will provide payment for DD 142 Services, per the DHS authorized Client Prior Authorization (CPA), for a specific Child, for a specified period of time, subject to the following:
  - (a) Payment for a partial month of DD 142 Service will be prorated.
  - (b) DHS will not authorize payment for DD 142 Service that exceeds the amount in the authorized CPA or are outside the effective dates of the CPA.
- (2) DHS will allow payment for certain absences if the Child receiving DD 142 Services is residing at the Provider's facility and the Services are provided for the full 24 hours immediately prior to the absence, and:
  - (a) The Child is absent for not more than five consecutive days, as a result of incarceration or absence unreported to the Provider, and it has not been determined by Provider and County that the Child will not be returning to the Provider's DD 142 Services facility; or
  - (b) The Child is absent for not more than 14 consecutive days, not to exceed 21 calendar days in any consecutive 12 month period, as a result of being on vacation or family visits, and it has not been



determined by Provider and County that the Child will not be returning to the Provider's DD 142 Services facility; or

- (c) The Child is absent for not more than 21 consecutive days, as a result of being on convalescent leave, or admittance to either a medical hospital, a psychiatric hospital, or a DHS Stabilization and Crisis Unit, and it has not been determined by Provider and County that the Child will not be returning to the Provider's facility. If the Child returns to the same Provider placement within 90 calendar days, DHS may authorize up to an additional 15 days of payment, not to exceed 60 days in the aggregate.
- (3) DHS is not obligated to provide payment for a unit of DD 142 Service, if a Disbursement Claim for that unit is not received by DHS by the date that is 60 calendar days after the earlier of:
- (a) Termination of the contract or agreement with DHS, or
  - (b) Termination of DHS' obligation to provide payment for DD 142 Services.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD150 Standards and Procedures

**Effective Date:** October 1, 2017  
**Program Name:** Family Support Services for Children  
**Service ID Code:** DD 150

### 1. Overview.

Family Support Services for Children (DD150) are available for individuals under 18 years of age (Children) who reside in the family home, are determined eligible for developmental disabilities services by the Community Developmental Disabilities Programs (CDDP) and enrolled into case management services, and not receiving other ODDS-funded services. Family Support services are intended to:

- a. Maximize independence and increase the ability of a child to engage in a life that is fully integrated into the community;
- b. Increase the ability of a family to care for their child in the family home;
- c. Strengthen the role of the family as the primary caregiver.

### 2. Standards and Procedures.

#### a. Program Administration and Operation

The CDDP must ensure the provision of Family Support services are according to the program management and responsibilities as described in OAR Chapter 411, Division 320. Family Support Policy Oversight Group may be utilized as described in OAR Chapter 411, Division 305. The CDDP may also coordinate with other agencies and community partners to develop and manage additional resources in accordance with OAR 411-320-0040.

#### b. Billing and Payment Procedures

- (1) County shall draft a Plan of Care (POC) Service authorization within eXPRS upon completion of the Annual Plan or Individual Support Plan (ISP);
- (2) County shall add a POC Service authorization line for each Service authorized by the County and agreed to by the Child (as age appropriate) or his/her parent or legal representative;
- (3) County shall add the Provider authorization lines in the Child's POC, once the Child or his/her delegate has chosen the Service Provider;
- (4) Upon completion of all DHS required documentation and processes the County shall move each service authorization line to accepted status;
- (5) County shall enter Claims for Provider's submitted hard copy billings, upon receipt of Provider's time sheet, invoice or other County required documentation; and

- (6) County shall electronically approve Provider's disbursement Claims for DD 150 Services delivered,

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 151 Standards and Procedures

**Effective Date:** July 1, 2017  
**Program Name:** Community Living Supports and Developmental Disabilities  
**Service ID Code:** DD 151

### 1. Overview.

Community Living Supports and Developmental Disabilities Ancillary Services are program services (DD151) available for individuals under 18 years of age (Children) who reside in the family home, are determined eligible for developmental disabilities services and enrolled into case management under the Community Developmental Disabilities Programs (CDDP), and not receiving Family Support Services for Children (DD150). Community Living Supports and Ancillary Services are intended to:

- a. Maximize independence and increase the ability of a child to engage in a life that is fully integrated into the community;
- b. Increase the ability of a family to care for their child in the family home; and
- c. Strengthen the role of the family as the primary caregiver.

### 2. Billing and Payment Procedures

- a. County shall draft a Plan of Care (POC) Service authorization within eXPRS upon completion of the Individual's ISP;
- b. County shall add a POC service plan line for each Service authorized by County and agreed to by the Individual's guardian or representative consistent with the published expenditure guidelines and within the timeframes identified in rule.
- c. Once the Individual's guardian or his/her delegate has chosen the service Provider, County shall add the service prior authorization lines in the Individuals POC;
- d. Until such time as DHS implements time capture tools, County must review and approve or reject the PSW time sheet, progress note, and mileage log, County shall review, and approve or reject PSW submitted Services Delivered billing entries accordingly.

### 3. CFDA Number(s).

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

## Service Element DD 156 Standards and Procedures

**Effective Date:** October 1, 2017  
**Service Name:** Room & Board General Fund  
**Service ID Code:** DD 156

### 1. Overview.

Room & Board (R&B) General Fund Services (DD 156 Services) are funds for assistance with room and board, personal incidental items, and, when authorized by ODDS, necessary allowable medical expenditures, for Individuals 18 or older with Intellectual or Developmental Disabilities (I/DD), who are currently not Medicaid eligible due to the Individual being undocumented, but who are working towards United States citizenship.

### 2. Standards and Procedures.

#### a. Service Authorization

- (1) All Individuals receiving DD 156 Services must be eligible for I/DD Services with eligibility determined in accordance with OAR Chapter 411 Division 320, as such rules may be revised from time to time.
- (2) All Individuals receiving DD 156 Services must concurrently be receiving DD 50 Residential Facilities Services or DD 58 Adult Foster Home Services.
- (3) DD 156 Services must be approved in advance by the Department of Human Services (DHS), Office of Developmental Disability Services (ODDS). County must submit a request for DD 156 Services to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) with all DHS required information and documentation, including but not limited to:
  - (a) Individual's name;
  - (b) Individual's prime number;
  - (c) Effective date of requested DD 156 Services;
  - (d) Amount of monthly funds requested;
  - (e) Information regarding Individual's citizenship status;
  - (f) Steps Individual has taken to date in obtaining citizenship;
  - (g) Steps to be taken by the Individual to obtain citizenship during the time frame requested for DD 156 Services;
  - (h) A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical expenditures is requested; and
  - (i) A methodology for calculating the funds for medical expenditures, if applicable.

- (4) County must submit the required documentation and the request for DD 156 Services in a timely manner in order for the Services to be approved by DHS and funds to be available prior to the start of the DD 156 Services for the Individual. DHS will not approve retroactive requests for DD 156 Services.
- (5) County must submit documentation that the Individual has been denied Citizen Alien Waived Emergent Medical (CAWEM) and Oregon Health Plan (OHP) insurance coverage with the request for DD 156 Services. A copy of both denials must be submitted with the request for DD 156 Services to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us), if the request is for medical expenditure funding.
- (6) An Individual cannot receive DD 156 medical expenditure funding if the Individual is receiving OHP or CAWEM benefits unless the ISP team determines that the Individual's medical needs exceed what is covered CAWEM benefits. County may request an exception for the Individual to receive DD 156 Services under these circumstances from DHS by submitting the request to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us).
- (7) DHS determines the length of time for the DD 156 Services for an Individual, and DHS may approve new or renewal requests for DD 156 Services for up to twelve consecutive months.
- (8) County must submit a request to renew DD 156 Services to DHS 30 calendar days prior to the end of the current DHS approved time period. The request to renew DD 156 Services for an Individual must include, but is not limited to:
  - (a) Updated information about the status of the Individual's citizenship;
  - (b) Steps the Individual has taken towards citizenship since the last update;
  - (c) Steps to be taken by the Individual to obtain citizenship during the requested timeframe for renewed DD 156 Services; and
  - (d) Updated documentation on CAWEM and OHP eligibility.
- (9) County shall send the request to renew DD 156 Services to DHS at [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us). DHS may request additional information from County in order to make a determination whether to fund the renewal of DD 156 Services. If the additional information is not received from County in the time requested by DHS, the request to renew the DD 156 Services may be denied.

**b. General Performance Requirements**

- (1) The funds awarded for DD 156 Services for R&B and personal incidentals are equivalent to the anticipated Federal Supplemental Security Income (SSI) as defined in Code of Federal Regulations (CFR) Part 416.101 – 416.121, 416.401 – 416.435 and 416.501 - 416.665, and the Oregon

Supplemental Income Program (OSIP) Manual under “Room and Board and Personal Needs Standards”. Monthly rates are subject to change to reflect federal cost-of-living or other DHS approved adjustments. These monthly rate changes do not require a request by County and approval from DHS. Any monthly rate adjustments resulting from these changes will be added by DHS to awards DHS authorized Individuals receiving for DD 156 Services.

- (2) DD 156 funds must be used for “current maintenance” costs incurred by an Individual receiving DD 156 Services, as defined in the above-referenced CFRs, the OSIP Manual, and as outlined in this Standards & Procedures (S&P). Current maintenance includes the room and board fees charged by the Provider to the Individual and costs incurred for clothing, medical care authorized by DHS, and personal comfort care for the Individual, whether provided directly by, or facilitated by, the Provider of DD 156 Services.
- (3) DD 156 funds used for an Individual’s medical expenses must only be for necessary medical expenditures for the Individual up to the amount authorized by DHS.

Necessary medical expenditures are those medical expenditures needed by the Individual as detailed in the ISP by the ISP team. Necessary medical expenditures include, but are not limited to:

- (a) Doctor visits,
- (b) Prescription drugs,
- (c) Laboratory and diagnostic tests,
- (d) Hospital inpatient and outpatient care,
- (e) Mental health care,
- (f) Immunizations,
- (g) Hearing aids and hearing aid exams,
- (h) Medical equipment and supplies,
- (i) Physical and occupational therapy, or
- (j) Vision services for medical treatment (such as treatment for glaucoma).

If the Individual has been approved to receive DD 156 medical expenditure funding and has been approved for CAWEM, CAWEM must be used for any medical expenditure covered by CAWEM. CAWEM coverage is limited to emergency medical services only. See the following website for more information:

<http://www.dhs.state.or.us/spd/tools/program/cawem.htm>. No DD 156 medical expenditure funding may be used for medical expenditures covered by CAWEM.

- (4) DD 156 funds may be used for an Individual in a medical emergency even though the emergency situation is not included in the ISP. For purposes of this Standards and Procedures (S&P), an emergency is defined as a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the Individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

Allowable DD 156 Services for medical expenditures due to emergency situations include:

- (a) Hospital emergency treatment, or inpatient and outpatient care, or
  - (b) Emergency vision and dental services.
- (5) The following medical services are not allowable under DD 156 Services:
- (a) Routine dental care and diagnostic testing such as annual or semi-annual cleanings, fillings, root canals and routine x-rays.
  - (b) Routine eye exams, diagnostic testing, contacts, glasses and lenses.
  - (c) Anything covered by CAWEM or OHP for an Individual who is currently receiving CAWEM or OHP, subject to 2. a. (5) above.
- (6) Medical expenditure funding for an Individual for DD 156 Services paid to a Provider via County may only be carried over into future months within the same biennium. When medical expenditure funding carry-over occurs, the next monthly payment to County for the Individual will be reduced by DHS by the amount carried over from the previous months. County may not carry over funding of DD 156 Services for medical expenditures into the next biennium. The medical expenditure funding must be returned to DHS immediately upon request by DHS, or within 45 calendar days of the end of the biennium in which the funds were paid, whichever date is sooner.

c. Special Reporting Requirements

- (1) County shall notify the ODDS through CAU.Invoice@state.or.us within 14 calendar days if the Individual's circumstances change and the Individual is no longer eligible for DD 156 Services. For example: An Individual is now Medicaid eligible due to obtaining US citizenship or is now receiving OHP or CAWEM.
- (2) DHS may request at any time other information regarding the use of DD 156 Services or the justification of such Services. County and the Provider are required to submit the requested information within the timeframe required by DHS. DHS will hold disbursements of all DD 156 funds, until the requested information is received, if the requested information isn't received by DHS within the timeframe indicated in the DHS request.



### 3. Billing and Payment Procedures.

#### a. Room and Board and Personal Incidental Funds

- (1) R&B and personal incidental funds will be disbursed to County in eXPRS in a Service Element Prior Authorization (SEPA).
- (2) Each Individual will have a Provider Prior Authorization (PPA) created for up to twelve months in eXPRS. The timeframe for the PPA is determined by the effective date of the authorization for DD 156 Services and the timing of future SSI increases. R&B and personal incidental funds will be released to County at the beginning of each month by DHS. County must remit payment to the Provider at the beginning of each Service month for R&B and personal incidentals for each Individual receiving DD 156 Services.
- (3) For audit purposes, County must submit to DHS quarterly paid Provider invoices for R&B and personal incidental expenditures. Provider invoices must reflect that the Individual received the DD 156 Services during the time period covered by the invoices. If paid Provider invoices are not received by DHS, the R&B and personal incidental funds paid to Provider, and not supported by paid Provider invoices, must be recovered by County and County must then return this DD 156 funding to DHS.

#### b. Medical Expenditures

- (1) Funds for DD 156 medical expenditures will be disbursed to County in eXPRS in a SEPA.
- (2) DHS will create, at the beginning of each biennium, for each Individual authorized by ODDS to receive DD 156 Services, a PPA for DD 156 medical expenditure funding for three months. The initial PPA for DD 156 medical expenditures and subsequent PPAs will be released by DHS for payment to County. County will immediately pass the DD 156 funds to the Provider so that the Provider will have adequate funding on hand for allowable medical expenditures.
- (3) Providers shall report to County the allowable medical expenditures each month on a DHS prescribed form. This monthly report will serve as the Provider invoice for medical expenditures for DD 156 Services. This monthly medical expenditure report must include the following, at minimum:
  - (a) Individual's name;
  - (b) Individual's prime number;
  - (c) Month or timeframe for the reported DD 156 Services;
  - (d) Provider's name and eXPRS Provider number;
  - (e) Description of each medical expenditure, listed separately;
  - (f) Amount of each medical expenditure;

- (g) Name of entity actually providing the DD 156 Service, such as the name of pharmacy, doctor, or therapist; and
- (h) Actual date of DD 156 Service, not the date the Service was paid for by the Provider.

Provider must submit a monthly medical expenditure report to the County within 14 calendar days of the end of each month DD 156 Services were provided. The Provider medical expenditure report for the last month in the biennium must be submitted to County within 14 calendar days of the end of each biennium.

DD 156 Services included in the monthly Provider report of medical expenditures that are outside of the current biennium (except for the monthly medical expenditure report that must be submitted within 14 calendar days of the end of the prior biennium) are to be reconciled using the settlement process described in Section 4 of this S&P and not submitted to DHS through the standard invoice process.

- (4) County shall submit for payment each Provider's monthly medical expenditures report, and the Provider's invoice on a form prescribed by DHS, to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) no later than 45 calendar days from the end of the month in which the DD 156 Services were provided.

If a monthly medical expenditure report for DD 156 Services for an eligible Individual is in compliance with this S&P and is received by County within the current biennium, but after the 45 calendar day deadline, the Provider shall include the medical expenditure in its next monthly report, and County will include the medical expenditure in its next DHS prescribed Provider invoice, with an explanation of the late submission, to request an exception.

- (5) DHS will review all monthly medical expenditure reports submitted by County to verify that they are allowable medical expenditures per this S&P or are approved exceptions. DHS will reconcile DD 156 medical expenditure funds paid to County with the medical expenditures reported by the Provider and the Provider's invoice submitted by County. Any medical expenditure that is determined not to be an allowable DD 156 medical expenditure will be deducted from the total amount of the Provider's invoice. County will be promptly notified of this change by email. DHS will complete its review and reconciliation within 45 calendar days of receipt by DHS of the correctly completed Provider's medical expenditure report and invoice.
- (6) If DHS has paid to County, through the release of the PPA funding, more DD 156 medical expenditure funds than reported by the Provider and submitted by County, DHS will stop releasing funds for DD 156 medical expenditures until the balance due County for DD 156 medical expenditures is no less than one month of the allocated PPA funding.

If a Provider's monthly medical expenditure report shows the Provider needs additional medical expenditure funds to cover future medical costs for an Individual, and the additional funds and medical expenditures are within the Individual's DHS authorized funding, then DHS will release the additional funding up to, but not to exceed, the SEPA amount.

**4. Settlement and Quality Assurance.**

- a. On a monthly basis and at the end of each biennium, Settlement will be used to confirm and reconcile any discrepancies that may have occurred between actual DHS disbursements of funding awarded for DD 156 Services and the amounts of qualifying billable Services actually delivered. Information requested by DHS as part of the Settlement process must be submitted to DHS within the timeframe designated by DHS. Provider and County are equally and fully responsible for the accuracy of the information submitted to DHS.
- b. Funds for medical expenditures or other expenses not related to R&B and personal incidental funding that are not expended during a biennium are subject to Settlement by confirming and reconciling actual County medical expenditures against the DD 156 medical expenditure funds paid by DHS. Settlement for medical expenditures will occur on a monthly basis and at the end of each biennium.
- c. County must submit to DHS final invoices for all DD 156 Services no later than 45 calendar days from the end of the biennium. County may submit a request to ODDS for an exception to extend this 45 calendar day deadline at [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us). Requests for exceptions must be submitted prior to the initial 45 calendar day deadline. The original final invoice submission deadline can be extended one time for up to an additional 45 calendar days.
- d. DHS will conduct quality assurance reviews of the County's and Provider's adherence to this DD 156 Services S&P.

**5. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT B PART 3  
FINANCIAL TERMS AND CONDITIONS**

**1. Disbursement of Payments.**

- a. Disbursement Generally. Subject to the conditions precedent set forth in subsection c. below, DHS shall disburse the payments described in the SEPA to County and Subcontractors in accordance with the procedures set forth in this Section 1 and, as applicable, in the Service Element Standards and Procedures. Disbursement procedures may vary by DD Service.
- b. Disbursements Remain Subject to Recovery. All disbursements of funds to County and Subcontractors under this Agreement remain subject to recovery from County, in accordance with Section 6 below, as a Misexpenditure.
- c. Conditions Precedent to Disbursement. DHS' obligation to disburse payments to County and Subcontractors under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - (1) No County default as described in Section 8 County Default of Exhibit E Standard Terms and Conditions has occurred.
  - (2) County's representations and warranties set forth in Section 4 Representations and Warranties of Exhibit E Standard Terms and Conditions are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

**2. Use of Funding.** County shall use the funds disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver DD Services during the term of this Agreement.

**3. Effect of SEPA or IGA Amendments Reducing Funding.** If County and DHS amend the SEPA or IGA to reduce the amount of funding awarded for a particular DD Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the SEPA or IGA Amendment and County may, from and after the date of the SEPA or IGA Amendment, reduce the quantity of that DD Service included in its CDDP commensurate with the amount of the reduction in funds awarded for that DD Service.

If a CDDP receives Local Match funding to recoup the reduced funding, services may not be reduced. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to payments actually disbursed by DHS under this Agreement or with respect to DD Services actually delivered.

**4. Carryover.**

- a. Funds received by County for the Service Elements DD 02, DD 48, DD 55 and DD 157 that remain available at the close of a State fiscal year or a biennium may

be retained by County upon DHS review and approval (“Carryover”). The amount or percentage of funding to be retained by County shall be determined by DHS. Any amount of Carryover funds authorized by DHS is to be used by County in support of DD Services provided to Individuals as approved by DHS and may not be co-mingled with other county departments.

- b. Carryover funds retained from a previous State fiscal year must be reported to DHS by October 31 following the end of such fiscal year in a format provided by DHS. The report must include the following:
  - (1) Amount of awarded funds or other compensation under this Agreement for the DD Service being carried over by County, if any, for Service Elements DD 02, DD 48, DD 55 and DD 157.
  - (2) A written description of how the Carryover funds will be used by County to increase DD Services or cover cost of DD Services under the same Service Element for which the funds were awarded to County.

**5. Process for Settlement.**

County shall cooperate with DHS during the biennial, or any interim, Settlement process for those DD Services where funds are paid directly to County.

- a. DHS will analyze the DHS paid versus County expended funds for each DD Service funded under this Agreement for the timeframe of the Settlement process. Upon completion of the DHS analysis, DHS will notify County via an e-mail addressed to the County CDDP Administrator of the results of its Settlement process. The e-mail will include the following:
  - (1) Settlement Cover Letter, and
  - (2) Initial Settlement Report.
- b. County shall have 90 calendar days from the date of the Settlement notification e-mail to respond with corrections, additional information, or acceptance of the Settlement amount as presented by DHS
- c. County shall submit any additional information or corrections on the spreadsheet provided in the original Settlement packet per the instructions in the packet, as well as any documentation needed to support a disputed amount.
- d. DHS shall review and respond to County’s response file within 120 calendar days of receipt of response file. DHS shall clearly identify in a revised Settlement notice e-mailed to the County CDDP Administrator which items DHS has accepted or denied.
- e. Any additional backup documentation provided by County is subject to 42 CFR §447.45 Medicaid Claims which allows Medicaid match for new claims if paid within 12 months from date of Service and seven quarters plus current quarter for corrections to existing claims.
- f. If DHS and County continue to disagree as to the Settlement amount, the parties may agree to further appropriate dispute resolution processes, subject to Exhibit E Section 18 of this Agreement.

- g. The final Settlement notification sent by DHS to County shall indicate the amount and the expected date of payment to DHS by way of a check from County or recovered through future payments in the manner described in this Exhibit B Part 3. If funds are to be paid to County, the final Settlement notification shall indicate the amount and the expected date of payment by check from DHS. Any disputes to the final Settlement notification shall be resolved through the appeals processes as outlined in this Exhibit B Part 3.

**6. Recovery of Funding for Misexpenditure.**

- a. If DHS identifies a Misexpenditure (as defined in Exhibit A Definitions) of moneys disbursed to County under this Agreement, DHS shall provide County by e-mail with written notice thereof and DHS and County shall engage in the process described in subsection 6.b. below.
- b. From the date of the notice of Misexpenditure, County shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) that DHS has to appeal a final written decision from the federal government, to either:
  - (1) Make a payment to DHS of the full amount of the noticed Misexpenditure identified by DHS; or
  - (2) Notify DHS that County wants to repay the amount of the noticed Misexpenditure from future payments pursuant to subsection 6.d. below; or
  - (3) Notify DHS that it wants to engage in the applicable appeal process set forth in subsection 6.c. below.

If County fails to respond within the time required by this subsection, DHS may recover the amount of the noticed Misexpenditure from future payments as set forth in subsection 6.d. below.

**c. Appeal Process for Misexpenditure.**

If County notifies DHS that it wants to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable.

**(1) Appeal from DHS-Identified Misexpenditure.**

If DHS' notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 40 b. or c. of Exhibit A Definitions, County and DHS shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure.

- (a) County and DHS shall engage in non-binding discussions to give County an opportunity to present reasons why it claims that there is no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by DHS; and to give DHS the opportunity to reconsider its notice of recovery.

- (b) County and DHS may negotiate an appropriate apportionment of responsibility for the recovery of a Misexpenditure. At County request, DHS will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for recovery of a Misexpenditure. In determining an appropriate apportionment of responsibility, County and DHS may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure.
  - (c) If DHS and County reach agreement on an amount owed to DHS, County shall, promptly repay that amount to DHS by issuing payment to DHS or direct DHS to withhold future payments pursuant to subsection 6.d. below.
  - (d) If DHS and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration.
- (2) Appeal from Federal-Identified Misexpenditure.
- (a) If DHS' notice of Misexpenditure is based on a Misexpenditure of the type described in Section 40. a. of Exhibit A Definitions and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid Fraud or abuse, then County may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that DHS appeal the determination of improper use, notice of disallowance, or other federal identification of improper use of funds, in accordance with the process established or adopted by the federal agency.
  - (b) If County so requests that DHS appeal the determination of improper use of Federal Funds, federal notice of disallowance, or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by County or returned to DHS pending the final federal decision resulting from the initial appeal.
  - (c) If County does request, prior to the deadline set forth in (2) (a) above, that DHS appeal, DHS shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the

Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and DHS shall cooperate with each other in pursuing the appeal.

- (d) If the Grant Appeals Board or its equivalent denies the appeal, then either County, DHS, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to DHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to DHS or by directing DHS to withhold future payments pursuant to subsection 6.d. below. To the extent that County retained any of the amounts in controversy while the appeal was pending, County shall pay to DHS the interest, if any, charged by the federal government on such amount.
- (e) If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that DHS pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if DHS does not appeal, then within 90 calendar days of the date the federal determination of improper use of Federal Funds, the federal notice of disallowance, or other federal identification of improper use of funds is final, County shall repay to DHS the amount of the noticed Misexpenditure by issuing a payment to DHS or by directing DHS to withhold future payments pursuant to subsection 6.d. below.
- (f) If County does not request that DHS pursue an appeal of the determination of improper use of Federal Funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline, but DHS nevertheless appeals, County shall repay to DHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to DHS or by directing DHS to withhold future payments pursuant to subsection 6.d. below.
- (g) If the Misexpenditure was expressly authorized by a DHS rule or a DHS writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to DHS, provided that:



- i. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and DHS will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- ii. For purposes of this section, a DHS writing must interpret this Agreement or a DHS rule and be signed by the Director of DHS or by one of the following DHS officers concerning DD Services:

Director of the Office of Developmental Disability Services;

Deputy Director of the Office of Developmental Disability Services;

Chief Operating Officer of the Office of Developmental Disability Services.

DHS shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon County request, DHS shall notify County of the names of individual officers with the above titles. DHS shall send DHS writings described in this paragraph to County by mail and e-mail and to County's CDDP directors by e-mail.

- iii. The DHS writing must be in response to a request from County for expenditure authorization, or a statement intended to provide official guidance to County or counties generally, for making expenditures under this Agreement. The DHS writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- iv. If the DHS writing is in response to a request from County for expenditure authorization, the request must be in writing and signed by the director of a County department with authority to make such a request or by County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- v. A DHS writing expires on the date stated in the writing, or if no expiration date is stated, upon expiration of this Agreement. An expired DHS writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
- vi. DHS may revoke or revise DHS writing at any time if it determines in its sole discretion that the writing allowed

expenditures in violation of this Agreement or law or any other applicable authority. However, County is not responsible for a Misexpenditure that was based on a DHS writing that was effective at the time of the Misexpenditure.

- vii. The DHS rule or the DHS writing does not authorize an expenditure that this Agreement prohibits.

d. Recovery of Misexpenditure from Future Payments.

- (1) To the extent that DHS is entitled to recover a Misexpenditure pursuant to subsection 6.b., DHS may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by DHS, including, but not limited to, any amount owed to County by DHS under this Agreement, or any amount owed to County by DHS under any other contract or agreement between County and DHS, present or future.
- (2) DHS shall provide County written notice of its intent to recover the amount of the Misexpenditure as set forth in this section from amounts owed County by DHS, and DHS shall identify the amounts owed by DHS to County which DHS intends to offset to recover the Misexpenditure amount, including the contracts or agreements, if any, under which the amounts owed arose and those other contracts or agreements from which DHS wishes to deduct payments.
- (3) County shall then have 14 calendar days from the date of DHS' notice in which to request the deduction be made from other amounts owed to County by DHS and identified by County. DHS shall comply with County's request for alternate offset.
- (4) In the event that DHS and County are unable to agree on which specific amounts, owed to County by DHS, DHS may offset in order to recover the amount of the Misexpenditure, then DHS may select the particular contracts or agreements between DHS and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to County, and within the following limitations:
  - (a) DHS shall first look to amounts owed to County (but unpaid) under this Agreement.
  - (b) If that amount is insufficient, then DHS may look to any other amounts currently owing or owed in the future to County by DHS.
  - (c) In no case, without the prior consent of County, shall DHS deduct from any one payment due County under the contract or agreement from which DHS is offsetting funds an amount in excess of twenty-five percent (25%) of that payment.
  - (d) DHS may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

**7. Additional Provisions with respect to Settlement and Misexpenditures.**

- a. County shall cooperate with DHS in the Settlement process throughout the Agreement term and with the Agreement Settlement process upon termination or expiration of the Agreement.
- b. DHS' right to recover through Settlement and the Misexpenditure process from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- c. If the exercise of DHS' right to offset under this provision requires County to complete a re-budgeting process, nothing in this provision shall be construed to prevent County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- d. Nothing in this provision shall be construed as a requirement or agreement by County to negotiate and execute any future contract with DHS.
- e. Nothing in this Section 7 shall be construed as a waiver by either party of any process or remedy that might otherwise be available.
- f. County's authorization to Providers must follow all applicable rules, Service Element Standards and Procedures, and DHS' policies and procedures including proper budget approvals.

**8. Resolution of Disputes over Additional Funds Owed County After Termination or Expiration.**

If, after termination or expiration of this Agreement, County believes that DHS disbursements of funds under this Agreement for a particular DD Service are less than the amount of funds that DHS is obligated to provide to County under this Agreement for that DD Service, as determined by the Agreement Settlement and in accordance with the applicable funding calculation methodology, County shall provide DHS with written notice thereof. DHS shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If DHS notifies County that it wishes to engage in a dispute resolution process, County and DHS' Assistant Administrator shall engage in non-binding discussion to give DHS an opportunity to present reasons why it believes that it does not owe County any additional funds or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If DHS and County reach agreement on the additional amount owed to County, DHS shall promptly pay that amount to County. If DHS and County continue to disagree as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude County from raising underpayment concerns at any time prior to termination or expiration of this Agreement.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT C  
SPECIAL TERMS AND CONDITIONS**

**1. County Authorization of Client Services.**

- a. County shall submit Client Prior Authorizations for the DD Services County is responsible to authorize that are identified in Section 1 Provision of Services, Exhibit B Part 2 of this Agreement.
- b. County shall upload documentation supporting the Plan of Care authorization within eXPRS.
- c. County shall follow current Service Element Standards and Procedures in establishing a Client Prior Authorization or a Plan of Care authorization.
- d. County shall promptly end the CPA or POC authorizations on the date the Individual exits a DD Service or Services.
- e. County shall not authorize a Provider to begin, or to continue, delivery of Services if the Provider's enrollment in eXPRS and any required credentials for the Service are incomplete or have lapsed.

**2. DHS Approval of County Authorized Services.**

- a. DHS will randomly review County's authorizations and associated documentation for DD Services. If DHS has questions or finds errors in County submitted documentation, DHS shall work with County and any other valid parties to remedy the outstanding issues.
- b. DHS reserves the option, in its sole discretion, to require County to terminate a plan or any element of a plan entered into Plan of Care upon determining that the DD Services were authorized outside of the requirements for the Service Element; or the plan procedure code was affected by statute, rules, or DHS policies or procedures; or the Services were not authorized under this Agreement.

**3. Appointment of County CDDP Administrator.**

The County employee, identified by County via e-mail to DHS as the "CDDP Administrator", is authorized to:

- a. Amend the Service Element Prior Authorization, on behalf of County, and amend this Agreement by execution and delivery of amendments in the name of County in hard copy, electronically, or, with respect to the Service Element Prior Authorization only, through electronic acceptance of SEPA Adjustments in eXPRS.
- b. Enable, on behalf of County, the disbursement of funds under this Agreement that is described in the Service Element Prior Authorization, through submission and

modification of CPAs and PPAs, either electronically through eXPRS or by submission of hard copy documents to DHS; and to authorize Providers, to submit Disbursement Claims on behalf of County, either electronically through eXPRS or by submission of hard copy documents to DHS.

- c. Authorize others, including but not limited to CDDPs subcontracting with the Counties, to take one or more of the foregoing actions on behalf of County except for authorizing amendments to this Agreement and SEPAs.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT D  
GENERAL TERMS AND CONDITIONS**

- 1. Operation of CDDP.** County shall operate or subcontract for the operation of a CDDP during the term of this Agreement. If County uses funds provided under this Agreement for a particular DD Service, County shall include that DD Service in its CDDP from the date it begins using the funds for that DD Service until the earlier of (a) termination or expiration of this Agreement; (b) termination by DHS of DHS' obligation to provide funds for that DD Service in accordance with Section 5 of Exhibit E; or (c) termination by County, in accordance with Section 10 of Exhibit E, of County's obligation to include in its CDDP a Program Area that includes that DD Service. County shall employ and provide training for all staff indicated in the workload model that provide DD services within the funding allotted. County shall operate their CDDP within the applicable federal and state rules, regulations and the terms of this Agreement. All funds received by the CDDP must be used for the purposes of conducting DD services.
- 2. Subcontracts.**

  - a.** Except when the Service Element Standards and Procedures expressly require the DD Service, or a portion thereof, to be delivered by County directly and subject to Section 19 of Exhibit E of this Agreement, County may use funding provided under this Agreement for DD 53 Services with local match funding, and for DD 57 and DD 58 Services with general fund funding to purchase that Service, or a portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract").
  - b.** County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals as identified in the applicable Service Element Standards and Procedures.
  - c.** If County purchases a DD Service, or portion thereof, from a Subcontractor, the Subcontract with County must be in writing and contain each of the provisions set forth in Exhibit G, Part 1, Required Subcontract Provisions in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract with County under the terms of this Agreement or that are necessary to implement DD Service delivery in accordance with the applicable Service Element Standards and Procedures and special conditions.
  - d.** County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to DHS upon request.
  - e.** County shall pay for these DD Services only upon receipt of an itemized invoice, purchase order, or other proper billing instrument evidencing the DD Services rendered. County shall retain the billing instrument in accordance with Exhibit E Section 14.

3. **Reporting Requirements.** County shall report the FTE utilized for Service Elements DD 02, DD 48, and DD 55, if applicable, to DHS semi-annually when requested by DHS. FTE reporting submitted as part of the Biennial Plan will be considered semi-annual FTE reporting for the period in which the Biennial Plan is submitted. DHS may prescribe the format to be used for this reporting.
4. **DHS Reports.** To the extent resources are available to DHS to prepare and deliver the information, DHS shall, during the term of this Agreement, provide County with summary reports from data and other Individual data reported to DHS under this Agreement.
5. **Technical Assistance.** During the term of this Agreement, DHS shall provide technical assistance to County in the delivery of DD Services to the extent that funding is allocated to DHS for this purpose. If the provision of technical assistance to County concerns a Provider or Subcontractor, DHS may require, as a condition to providing the assistance, that County take all action with respect to the Provider or Subcontractor reasonably necessary to facilitate the technical assistance.
6. **Amendments Proposed by DHS.** Subject to Exhibit E Section 21, County shall review all pending Agreement amendments prepared and presented to County by DHS by e-mail and act within 60 calendar days of County's receipt of pending amendment. If County chooses to accept an amendment, County shall follow DHS' procedures for signing and returning the amendment to DHS. If County chooses to reject an amendment, County must submit an e-mail detailing the reason for the rejection to County's assigned DHS Contact.
7. **eXPRS Access.**
  - a. **Effect of Failure to Satisfy Conditions for Access to eXPRS.**
    - (1) If County fails to satisfy the conditions for access to eXPRS as described in this Section, County will not be able to view information in eXPRS electronically and will be required to receive, execute and deliver all SEPA Adjustments, receive, submit, and modify all PPAs, CPAs, and Plans of Care, and submit all Disbursement Claims, in hard copy form.
    - (2) If a Provider fails to satisfy the conditions for access to eXPRS as described in this Section, the Provider will not be able to view information in eXPRS electronically and will be required to submit CPAs, Plans of Care, and Disbursement Claims, to the extent the Provider is authorized to submit CPAs and Plans of Care, and Providers are authorized to submit Disbursement Claims, to DHS in hard copy form.
  - b. **Designation of Direct Contract Chief Security Officer.**
    - (1) DHS will enable an individual or individuals designated by the County CDDP Administrator to access eXPRS after the County CDDP Administrator designates to DHS in writing on a form provided by DHS the name of the individual or individuals County has authorized to perform the duties of the security role, currently titled Direct Contract Chief Security Officer (DCCSO) or as such role may be renamed by DHS.

- (2) Promptly after receipt of the foregoing notice, DHS will send the DCCSO a userid for accessing eXPRS. If County wishes to designate a substitute DCCSO, the County CDDP Administrator may do so by subsequent written notice to DHS. DHS will act upon all subsequent notices in the same manner as the initial notice.
- (3) The individual designated as the DCCSO is responsible to ensure that County is in compliance with OAR 125-800-0005 through 0020 and DHS' security policies DHS-090-001, 090-002, 090-003, 090-004, 090-005, and 090-009.
- (4) The DCCSO shall assign, maintain and, if necessary, revoke all eXPRS user account securities in eXPRS for County staff and County Subcontractors, and via e-mail to DHS Service Desk for Providers as needed.
- (5) If the County CDDP Administrator does not designate another County employee as the DCCSO, the County CDDP Administrator will be designated as the DCCSO and will act as the DCCSO on behalf of County.

c. Responsibilities of Direct Contract Chief Security Officer.

- (1) After receipt of the userid, the DCCSO may log on to eXPRS and assign the necessary roles to County staff and Subcontractors to view the SEPA and SEPA Adjustments made available by DHS for County acceptance in eXPRS and, through use of the SEPA Pass Phrase created in eXPRS by County staff or Subcontractor, accept those SEPA Adjustments, in accordance with the terms and conditions of this Agreement, on behalf of County. Use of the SEPA Pass Phrase to accept electronically a SEPA Adjustment will be deemed for all purposes to constitute a County "signature" on the SEPA Adjustment and will have the same effect as a County signature on a hard copy SEPA Adjustment.
- (2) After receipt of the userid, a DCCSO may log on to eXPRS and authorize individuals to view the SEPA, the CPAs, Plans of Care, the PPAs, and the Disbursement Claims previously submitted on behalf of County, modify CPAs, Plans of Care, PPAs and Disbursement Claims, and submit new CPAs, Plans of Care, PPAs and Disbursement Claims, by creating additional userids or modifying the authority of userids previously created.
  - (a) Only individuals approved in writing by the DCCSO on a form provided by or approved by DHS may be granted access to eXPRS by the DCCSO.
  - (b) Through use of userids created by the DCCSO, the approved individual will be able to view the SEPA, the CPAs, the Plans of Care, the PPAs and the Disbursement Claims previously submitted on behalf of County, modify CPAs, Plans of Care, PPAs and Disbursement Claims, and submit new CPAs, Plans of Care, PPAs and Disbursement Claims to the extent authorized by the DCCSO.



- (c) Use of a userid created by the DCCSO to logon to eXPRS and submit or modify a CPA, Plan of Care, PPA or Disbursement Claim shall, for purposes of this Agreement, be considered an authorized County action in the administration of this Agreement.
  - (3) Protection of userids, passwords and SEPA Pass Phrases. The DCCSO is solely responsible for protecting the confidentiality of and regulating the use of eXPRS userids and passwords furnished to or created by the DCCSO in accordance with the terms and conditions of this Agreement. County shall keep all eXPRS userids, passwords and SEPA Pass Phrases secure by taking security measures to prevent unauthorized access to, or disclosure, loss, compromise, or use of, the eXPRS userids, passwords, and SEPA Pass Phrase. The security measures must be equivalent to or stricter than the security measures adopted by DHS in Policy Number DHS-090-002.
- d. Revocation of userids and SEPA Pass Phrase.

Revocation of an eXPRS userid will disable access to eXPRS through use of that userid. Revocation of a SEPA Pass Phrase will disable the use of that SEPA Pass Phrase to accept SEPA Adjustments on behalf of County. The revocation of a userid or a SEPA Pass Phrase does not alter the rights and duties of DHS and County under this Agreement with respect to SEPA Adjustments accepted through use of the SEPA Pass Phrase prior to revocation of the SEPA Pass Phrase, or with respect to any Agreement administration actions taken through use of the userid, including but not limited to the creation of additional userids by the DCCSO or the submission of CPAs, Plans of Care, PPAs and Disbursement Claims, prior to revocation of the userid. All userids and SEPA Pass Phrases are subject to revocation as follows:

- (1) DHS may temporarily revoke a userid or SEPA Pass Phrase if DHS determines that revocation is reasonably necessary for technical or security reasons. If DHS revokes a SEPA Pass Phrase under this Section, DHS will promptly thereafter request a new SEPA Pass Phrase from the DCCSO whose SEPA Pass Phrase was revoked, to reestablish that the DCCSO's ability to perform the duties of the DCCSO.
- (2) DHS may revoke a userid or SEPA Pass Phrase if DHS determines that:
  - (a) The userid or SEPA Pass Phrase was not properly issued or created or was obtained by fraud,
  - (b) The userid or SEPA Pass Phrase has or may have been lost or its security otherwise compromised,
  - (c) The County has revoked or modified the authorizations of the County CDDP Administrator or the Direct Contract Chief Security Officer in such a way that the authorizations originally conferred by County have been changed in a material way,

(d) County is in default under this Agreement.

If DHS revokes a userid or SEPA Pass Phrase under this Section, DHS will notify County promptly thereafter.

- (3) DHS may, without notice to County, revoke all userids and SEPA Pass Phrases upon termination or expiration of this Agreement.
- (4) DHS will revoke a userid or SEPA Pass Phrase upon the written request of the County CDDP Administrator or other individual that DHS reasonably believes is authorized to request revocation on behalf of County. County shall immediately request revocation of a userid or SEPA Pass Phrase if County suspects or discovers that the userid or SEPA Pass Phrase has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use. DHS shall revoke the userid or SEPA Pass Phrase promptly after receipt of County's request.
- (5) DHS may decide to modify the requirements for electronic access to eXPRS or the method by which it implements SEPA Pass Phrases, or both. If DHS modifies the eXPRS access requirements or SEPA Pass Phrase method, DHS shall, prior to implementing the new requirements or method, offer to amend this Agreement to reflect the new requirements or method. If County declines the amendment, DHS may, by and effective upon written notice to County, revoke the userids or SEPA Pass Phrases, or both, of the DCCSO and the userids or SEPA Pass Phrases assigned by the DCCSO, through which County or Subcontractor accesses eXPRS or accepts SEPA Adjustments or, by and effective upon written notice to a Subcontractor, revoke the userids through which that Subcontractor accesses eXPRS.
  - (a) After revocation of County's eXPRS userids under this subsection, County will not be able to view information in eXPRS electronically and will be required to receive, execute and deliver all SEPA Adjustments, and receive, submit, and modify all PPAs, CPAs, Plans of Care and Disbursement Claims, in hard copy form.
  - (b) After revocation of County's SEPA Pass Phrases under this subsection, County will be required to receive, execute and deliver all SEPA Adjustments in hard copy form.
  - (c) After revocation of a Subcontractor's eXPRS userids under this subsection, the Subcontractor will not be able to view information in eXPRS electronically and will be required to submit all CPAs and Plans of Care and Disbursement Claims, to the extent Subcontractor is authorized to submit CPAs, Plans of Care, or Disbursement Claims, to DHS in hard copy form.

**8. Alternative Formats and Translation of Written Materials, Interpreter Services.**

In connection with the delivery of DD Services by County directly to Individuals, County shall:

- a. Make available to an Individual, without charge to the Individual, upon the Individual's or DHS' request, any and all written materials in alternate, if appropriate, formats as required by DHS' administrative rules or by DHS' written policies made available to County.
- b. Make available to an Individual, without charge to the Individual, upon the Individual's or DHS' request, any and all written materials in the prevalent non-English languages in the Program Area served by County's CDDP.
- c. Make available to an Individual, without charge to the Individual, upon the Individual's or DHS' request, oral interpretation services in all non-English languages in the Program Area served by County's CDDP.
- d. Make available to Individuals with hearing impairment, without charge to the Individual, upon the Individual's or DHS' request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the DD Services related to this Agreement. Each party shall be responsible to provide to the other party for distribution to Individuals any written material in alternative formats and translations if the written material was created or originated by that party.

9. Nothing in this Agreement shall cause or require County or DHS to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit D.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY  
DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT E  
STANDARD TERMS AND CONDITIONS**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, Services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). County shall require all of its Subcontractors to comply with, and shall ensure that each of its Subcontractors complies with, these requirements. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:

- (1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
  - (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession.
  - (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
  - (7) Services. To the extent DD Services are performed by County, the delivery of each DD Service will comply with the terms and conditions of this Agreement and meet the standards for such DD Service as set forth herein; including but not limited to, any terms, conditions, standards and requirements set forth in the Service Element Standards and Procedures.
- b. DHS represents and warrants as follows:
- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law,

rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## 5. **Funds Available and Authorized.**

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any

payment under this Agreement until receipt of the correct EFT designation and payment information from County.

**6. Reserved.**

**7. Ownership of Intellectual Property.**

- a. Definitions. As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a Subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d. County shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

**8. County Default.**

County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive calendar days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

**9. DHS Default.**

DHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein is untrue in any material respect when made.

**10. Termination.**

- a. County Termination. County may terminate this Agreement:
  - (1) For its convenience, upon at least 30 calendar days advance written notice to DHS;
  - (2) Upon 45 calendar days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to



permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 calendar days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. DHS Termination. DHS may terminate this Agreement:**

- (1) For its convenience, upon at least 30 calendar days advance written notice to County;
- (2) Upon 45 calendar days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Subcontractor no

longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

- (6) Immediately upon written notice to County, if DHS determines that County or any of its Subcontractors have endangered or are endangering the health or safety of a Client or others in performing work covered by this Agreement.
- c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

**11. Effect of Termination.**

- a. Entire Agreement.
  - (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
  - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. Obligations and Liabilities. Notwithstanding subsection a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**12. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS. THIS LIMITATION OF LIABILITY IS PROVIDED TO THE EXTENT ANY RESULTING CONTINGENT REPAYMENT LIABILITY IS PERMITTED BY ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION AND THE OREGON TOR CLAIMS ACT, ORS 30.260 AND 30.300.

**13. Insurance.** County shall require Subcontractors to maintain insurance as set forth in Exhibit G, Part 2 which is attached hereto.

**14. Records Maintenance; Access and Confidentiality.**

- a. Access to Records and Facilities. DHS, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of County that are directly related to this Agreement, the funding provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of DHS to perform site reviews of all Services delivered by County.
- b. Retention of Records. County shall retain an Individual's records in accordance with OAR 166-005-0000 through 166-150-0215 (State Archivist). Unless OAR 166-005-0000 through 166-150-0215 requires a longer retention period, Client Records must

be retained for a minimum of six years from termination or expiration of this Agreement.

- c. Expenditure Records. County shall document the use and expenditure of all funds paid by DHS under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit DHS to verify how the funds paid by DHS under this Agreement were used or expended.
  - d. Client Records. If County delivers a DD Service directly, County shall create and maintain an Individual record (“Client Record”) for each Individual who receives that DD Service, unless the Service Element Standards and Procedures precludes delivery of the DD Service on an Individual Client basis and reporting of Service commencement and termination information is not required by the Service Element Standards and Procedures. The Client Record shall contain:
    - (1) Individual’s identification;
    - (2) Assessments with problems;
    - (3) Treatment, training, and care plan, as applicable;
    - (4) Medical information when appropriate; and
    - (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by DHS in administrative rules.
15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its Subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its Subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all Subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time. This subsection only applies to information obtained from DHS systems or other DHS information assets, and does not apply to information collected by CDDPs from other sources.
16. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, war or other cause which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to County after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

17. **Assignment of Agreement, Successors in Interest.**
- a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any assignment or transfer in violation of this Agreement shall be null and void. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
19. **Subcontracts.** County shall not enter into any Subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted Subcontract under this Agreement provisions to require that DHS will receive the benefit of Subcontractor performance as if the Subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 14, 15, 17, 20, 22 and 30 of this Exhibit E. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 7, 11, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 27, 29, and 30 of this Exhibit E shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their terms are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**DHS:** Office of Contracts & Procurement  
250 Winter St NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

**COUNTY:** Marion  
Cary Moller  
2421 Lancaster Drive NE  
Salem, OR 97305  
Telephone: 503-588-5357  
Facsimile: 503-588-5290

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several 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 Agreement and any amendments so executed shall constitute an original.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Reserved.**
29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to

participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

30. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Subcontractor or any of the officers, agents, employees or subcontractors of the Subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.
31. **Stop-Work Order.** DHS may, at any time, by written notice to County, require County to stop all, or any part of the Work required by this Agreement for a period of up to 90

calendar days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 calendar days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the Work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

**32. Purchase and Disposition of Equipment.**

- a. For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

Network

Personal Computer

Printer/Plotter

Server

Storage devices that will contain Client information.

Storage devices that will not contain Client information, when the acquisition cost is \$100 or more.

Software when the acquisition cost is \$100 or more.

- b. For any Equipment authorized by DHS for purchase with funds from this Agreement, ownership shall be in the name of County and County is required to accurately maintain the following Equipment inventory records:
  - (1) description of the Equipment;
  - (2) serial number;
  - (3) where Equipment was purchased;
  - (4) acquisition cost and date; and
  - (5) location, use and condition of the Equipment.
- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by DHS, immediately, or at such later date specified by DHS, tender to DHS any and all Equipment purchased with funds under this Agreement as DHS may require to be returned to the State. At DHS' direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services

formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to DHS or to a subsequent contractor, DHS may require County to pay to DHS the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.

- d. If funds from this Agreement are authorized by DHS to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.352, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.



**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING  
OF COMMUNITY  
DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT F  
REQUIRED FEDERAL TERMS AND CONDITIONS**

**General Applicability and Compliance.** Unless exempt under 45 C.F.R. Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No Federal Funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use

under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any Federal Funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any Federal Funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any Federal Funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. If Recipient expends \$500,000 or more in Federal Funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Recipient expends \$750,000 or more in Federal Funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200. Copies of all audits must be submitted to DHS within 30 calendar days of completion. If Recipient expends less than \$500,000 in Federal Funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Recipient is exempt from federal audit requirements for that year. Records must

be available as provided in Exhibit E, Section 14 "Records Maintenance; Access and Confidentiality".

8. **Debarment and Suspension.** County shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
  
9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS Clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction; (v) Notify DHS within ten calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or

mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** County shall comply and require all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. §1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. §1396 a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. §1396 (a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. §1396a (a)(68).
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
  - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a

corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13 to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**14. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for federal government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
15. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
  - d. **Information Required by 2 CFR 200.331(a)(1).** All required data elements in accordance with 2 CFR 200.311(a)(1) are available at [www.dhs.state.or.us/spd/tools/dd/cm/](http://www.dhs.state.or.us/spd/tools/dd/cm/)

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITYDEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT G PART 1  
REQUIRED SUBCONTRACT PROVISIONS**

For purposes of this Exhibit G, Contractor means the individual or entity that is subcontracting directly with County for Services under this Agreement.

**1. Expenditure of Funds.**

Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of \_\_\_\_\_, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

- a. Contractor may not expend on the delivery of \_\_\_\_\_ any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of \_\_\_\_\_.
- b. If this Contract requires Contractor to deliver more than one Service, Contractor may not expend funds paid to Contractor under this Contract for a particular Service on the delivery of any other Service.
- c. Contractor may expend funds paid to Contractor under this Contract only in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, as those provisions are applicable on allowable costs.

**2. Records Maintenance, Access and Confidentiality.**

- a. Access to Records and Facilities. County, the State of Oregon, Department of Human Services (DHS), the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any Services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and DHS to perform site reviews of all Services delivered by Contractor hereunder.
- b. Retention of Records. Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any Services delivered hereunder, for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the expiration or termination of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
- c. Expenditure Records. Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires



Contractor to utilize a different accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and DHS to verify how the funds paid to Contractor under this Contract were expended.

- d. Background Check Records. Contractor must make available to County and DHS records demonstrating that Contractor and Contractor's employees working with clients referred by County have passed a criminal history check per ORS 181.533.
- e. Client Records. Unless otherwise specified in this Contract, Contractor shall create and maintain a client record for each client who receives Services under this Contract. The client record must contain:
  - (1) Client identification;
  - (2) Treatment, training and care plan, as applicable;
  - (3) Medical information when appropriate; and
  - (4) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by DHS in administrative rules.

Contractor shall retain client records in accordance with OAR 166-005-0000 through 166-150-0215 (State Archivist). Unless OAR 166-005-0000 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of seven years from termination of this contract.

- f. Safeguarding of Client Information. Contractor shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Department of Human Services (DHS) implementing the foregoing laws, and any written policies made available to Contractor by County or by DHS. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and DHS for review and inspection as reasonably requested by County or DHS.

### **3. Alternative Formats of Written Materials.**

In connection with the delivery of Services, Contractor shall:

- a. Make available to a Client, without charge to the Client, upon the Client's, County's or DHS' request, any and all written materials in alternate, if appropriate, formats as required by DIIS administrative rules or by DHS written policies made available to Contractor.
- b. Make available to a Client, without charge to the Client, upon the Client's, County's or DHS' request, any and all written materials in the prevalent non-English languages in the area served by Contractor.
- c. Make available to a Client, without charge to the Client, upon the Client's, County's or DHS' request, oral interpretation services in all non-English languages in the area served by Contractor.

- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or DHS' request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the DD Services related to this Agreement. Each party shall be responsible to provide to the other party for distribution to Individuals any written material in alternative formats and translations if the written material was created or originated by that party.

#### **4. Reporting Requirements.**

Contractor shall prepare and furnish the following information to County and DHS when a Service is delivered under this Contract:

- a. Client, Service and financial information as specified in the applicable Service Element Standards and Procedures.
- b. All additional information and reports that County or DHS reasonably requests.

#### **5. Licensing and Certification.**

Contractor shall maintain all licenses, certificates, authorizations and other approvals as identified in the applicable Service Element Standards and Procedures.

#### **6. Compliance with Law.**

Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of Services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by DHS related to community developmental disability programs; (c) all state laws requiring reporting of client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, Services and training associated with the delivery of Services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require all of its subcontractors to comply with, and shall ensure that each of its subcontractors complies with, these requirements. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

**7. Independent Contractor Status.**

Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent Contractor and not an agent of the State of Oregon, DHS or County.

8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Under this Contract, Contractor shall only conduct transactions that involve County funds directly related to this Contract and that are authorized by County under this Contract.
10. If Contractor is not a unit of local government as defined in ORS 190.003, Contractor shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as specified in Exhibit G, Part 2, "Subcontractor Insurance Requirements" of the certain Intergovernmental Agreement for the Financing of Community Developmental Disabilities Services between County and the Department of Human Services dated as of \_\_\_\_\_, which Exhibit is incorporated herein by this reference.
11. If Contractor is not a unit of local government as defined in ORS 190.003, Contractor shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.
- 12. Permitted Subcontracts.**

County shall include Sections 1 through 11, in substantially the form set forth above, in all permitted Contracts under this Agreement.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY  
DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT G PART 2  
SUBCONTRACTOR INSURANCE REQUIREMENTS**

County shall require its first tier Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified under Section 1 and meeting all the requirements under Sections 2, 3, 4, 5, and 6 of this Exhibit G Part 2 before the Subcontractors perform under Subcontracts between County and the Subcontractors, and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. County shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Subcontractor to work under a Subcontract when County is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a contractor with whom County directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

**1. Types and Amounts.**

- a. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance with coverage limits of not less than \$500,000.
- b. **Professional Liability.** Professional liability covers any damages caused by an error, omission or negligent act related to the Services to be provided under the Subcontract, with limits not less than the following, as determined by DHS, or such lesser amount as DHS approves in writing:

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

Subcontract not-to-exceed amount:	Required Insurance Amount:
Not over \$1,000,000.	\$1,000,000.
Over \$1,000,000, but not over \$2,000,000.	\$2,000,000.
Over \$2,000,000 but not over \$3,000,000.	\$3,000,000.
Over \$3,000,000.	\$4,000,000.

Professional liability insurance is required for professionals or entities that provide professional Services for which professional liability insurance is available for the profession.

- c. Commercial General Liability. Commercial general liability insurance covers bodily injury, death, and property damage in a form and with coverage that is satisfactory to DHS. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by DHS, or such lesser amount as DHS approves in writing.

Bodily Injury, Death and Property Damage:

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

Subcontract not-to-exceed amount:	Required Insurance Amount:
Not over \$1,000,000.	\$1,000,000.
Over \$1,000,000, but not over \$2,000,000.	\$2,000,000.
Over \$2,000,000, but not over \$3,000,000.	\$3,000,000.
Over \$3,000,000.	\$4,000,000.

- d. Automobile Liability. Automobile liability insurance is required for first tier Subcontractors when the scope of work includes transportation. Automobile liability insurance covers all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for "Commercial General Liability" and "Automobile Liability". Automobile Liability Insurance must be in not less than the following amounts as determined by DHS, or such lesser amount as DHS approves in writing:

Bodily Injury, Death and Property Damage:

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

Subcontract not-to-exceed amount:	Required Insurance Amount:
Not over \$1,000,000.	\$1,000,000.
Over \$1,000,000, but not over \$2,000,000.	\$2,000,000.
Over \$2,000,000, but not over \$3,000,000.	\$3,000,000.
Over \$3,000,000.	\$4,000,000.

**2. Additional Insured.**

The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insured but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**3. "Tail" Coverage.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the Subcontractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request and DHS may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If DHS approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**4. Notice of Cancellation or Change.**

The Subcontractor or its insurer must provide 30 calendar days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**5. Certificate(s) of Insurance.**

County shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s), or an attached endorsement, must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured; and (ii) for insurance on "claims made" basis, the extended reporting period applicable to "tail" or continuous claims made coverage.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY  
DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT H  
RESERVED**