MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	July 17, 2019				
Department:	Health & Human Services	Agenda Planning Date:	July 11, 2019	Time required:	10
☐ Audio/Visual aids					
Contact:	Cary Moller, Administrator	Phone:	503-585-4978		

Department Head Signature:

TITLE	Oregon Health Authority Intergovernmental Agreement (IGA) #159174 Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (#HE-2929-19)
Issue, Description & Background	Marion County Health and Human Services Department (MCHHS) has established and proposed to OHA to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the polices, procedures and administrative rules of OHA for the term retroactive to July 1, 2019 through December 31, 2020. In operating or contracting to provide these services, per the IGA's Exhibit E General Terms & Conditions No. 4, the County appoints County Financial Administrator(s) whom are delegated the authority to sign and amend the IGA's Financial Assistance Award and the Service Element Prior Authorization on behalf of the County. This action is to consider the approval to appoint Administrator Cary Moller, and Division Directors ; Ryan Matthews, Cydney Nestor, and Katrina Rothenberger as County Financial Administrator(s) to administer the IGA #159174. The attached list is representative of the service provider agreements that MCHHS plans to contract with during the IGA performance period.
Financial Impacts:	Intergovernmental Agreement #159174 shall initially fund the IGA $17,609,934 as follows; mental health services $12,933,281 and addiction treatment, recovery, prevention services and problem gambling programs; $4,676,654.
Impacts to Department & External Agencies	MCHHS does not anticipate any impacts to other departments & external agencies.
Options for Consideration:	1. Approve appointment of County Financial Assistance Administrator(s) on IGA #159174 as required in the IGA's Exhibit E, No. 4. 2. Deny approval of appointment of County Financial Assistance Administrator(s) on IGA #159174 as required in the IGA's Exhibit E, No. 4. 3. Take no action at this time.
Recommendation:	Marion County Health & Human Services Department recommends approval to appoint County Financial Assistance Administrator(s) on IGA #159174 as required in the IGA's Exhibit E, No. 4.
List of attachments:	Oregon Health Authority Intergovernmental Agreement (IGA) #159174 Exhibit E, No. 4, Board Order and documentation.
Presenter:	Cary Moller, Administrator

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

Copies to: Linda Wilson, lwilson@co.marion.or.us

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Appointing	)
the Marion County Health & Human Services Department	)
Administrator and Division Directors	)
as County Financial Assistance	)
Administrators	)

ORDER No._____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on the ____ day of _____ 2019, to appoint County Financial Assistance Administrators to administer the Oregon Health Authority Intergovernmental Agreement #159174 for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs as required in Exhibit E General Terms and Conditions, through December 31, 2020.

THE BOARD FINDS that the Administrator Cary Moller, and Division Directors Ryan Matthews, Cydney Nestor, and Katrina Rothenberger, of the Marion County Health and Human Services Department are qualified to administer these 2019-2020 Intergovernmental Agreement as County Financial Assistance Administrators.

IT IS ORDERED that the above stated staff are appointed as the County Financial Assistance Administrators and are delegated the authority to sign and amend the Financial Assistance Award and the Service Element Prior Authorization on behalf of the County.

The County Financial Assistance Administrators are delegated authority to sign and amend grant awards, contracts, and provider subcontracts, through December 31, 2020, when the Board of Commissioners or the Chief Administrative Officer has previously approved those contracts.

DATED this _____ day of _____2019.

BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Copy: Health
Orig: Clerk
BOC

2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

a. Disbursement Generally. Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.

(1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award. As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.

(2) Disbursements Remain Subject to Recovery. All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.

b. Conditions Precedent to Disbursement. OHA's obligation to disburse financial assistance to County 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 6 of Exhibit F, "Standard Terms and Conditions," has occurred.

(2) County's representations and warranties, as set forth in Section 4 of Exhibit F, "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.

c. Recovery of Financial Assistance.

(1) Notice of Underexpenditure, Overexpenditure. If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

a. Amendments of Financial Assistance Award. County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.

b. Other Amendments. County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alternation. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

PROVIDER NAME	SERVICE	EXEMPTION	NOTES
Abdoulie Adult Foster Home	MHS		AFH
Amazing Grace Care Homes, Inc.	A&D MHS		AFH
Around The Clock Support	MHS		AFH
Bridgeway Recovery Services	A&D	RFP	
Carrolls Group Care Home, Inc.	MHS		AFH
Catholic Community Services Foundation /Salem Self	MHS	50-0600	
Center for Integrated Intervention (Psychologist)	MHS	50-0160	
Connections365 (Psychologists)	MHS	50-0160	
City of Salem	MHS	50-0010	
City of Woodburn	MHS	50-0010	
Clear Paths, Inc.	A&D	RFP	
Gervais School District #1	MHS	50-0010	
Good Samaritan Regional Medical Center	MHS	50-0160	
House of Troy	MHS		AFH
Judith A. Morehead (Psychologist)	MHS	50-0160	
Kairos Northwest	MHS		Res Facility
Kindred Hearts Care Home	MHS		AFH
Legacy Silverton Medical Center	MHS	50-0160	
Liberty Care Homes	MHS		AFH
Linn County, OR	MHS	50-0010	
Lone Oaks Care Home, Inc.	MHS		AFH
Loving Kindness AFH	MHS		AFH
Marimea Bodunov	MHS		AFH
Mid Valley Behavioral Care Network	MHS	50-0010	
Mtn. Retreat Secured Transport	MHS	IRFP	
North Marion School District #15	MHS	50-0010	
Northwest Human Services, Inc.	MHS	RFP	
Oregon Family Support Network, Inc.	MHS	IRFP	
Pelton Project, Inc.	MHS		Res Facility
Polk County, OR	MHS	50-0010	
Professional Therapeutic Community Network Inc.	MHS	50-0160	
Public Partnerships, LLC	MHS	RFP	
Recovery Outreach Community Center	MHS	Spec Procurement	
Salem Hospital	MHS	50-0160	
Salem Keizer Education Foundation	MHS	50-0010	
Salem Keizer School District #24J	MHS	50-0010	
Santiam Memorial Hospital	MHS	50-0160	
Saving Hope Care Management LLC	MHS		AFH
Shangri-La Corp.	MHS		Res Facility
Teri Petre	MHS	50-0600	
Woodburn School District #103	MHS	50-0010	
Youth MOVE Oregon	MHS	IRFP	