

# Contract Review Sheet

Purchase Order

**931958**

Title: 2017-2019 Community Mental Health, Substance Use Disorders, and Problem Gambling Services

Contractor's Name: Oregon Health Authority

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Sandra Fixsen

Phone #: (503) 588-5409

Term - Date From: \_\_\_\_\_

Expires: \_\_\_\_\_

Original Contract Amount: \$ 299,650.00

Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \_\_\_\_\_

New Contract Total: \$ 299,650.00

Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Description of Services or Grant Award

IGA #153132 - 2017-2019 IGA For the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services.

Marion County Health & Human Services received a letter on October 1, 2024 regarding a settlement calculation for IGA# 153132 with Oregon Health Authority for the period of July 1, 2017 through June 30, 2019. The Settlement Summary Report shows the preliminary settlement figures that are based on the information available to us currently. **The service elements that were required were compared to the biennial totals and adjustments were made for underutilization of the funds. Seeking approval to pay the Purchase Order in the amount of \$299,650.00.**

CMS Record HE-6428-24

Desired BOC Session Date: 2/5/2025

Contract should be in DocuSign by: 1/15/2025

Agenda Planning Date: 1/23/2025

Printed packets due in Finance: 1/21/2025

Management Update: 1/21/2025

BOC upload / Board Session email: 1/22/2025

BOC Session Presenter(s) Ryan Matthews

Code: Y

**REQUIRED APPROVALS**

DocuSigned by:  1/2/2025  
E4592AF8CAA542C

Finance - Contracts Date

Signed by:  1/9/2025  
A38C58E8078E42B

Contract Specialist Date

Signed by:  1/3/2025  
60C98A6F708240B...

Legal Counsel Date

DocuSigned by:  1/9/2025  
DC16351248DE4EC...

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 02/05/25

Department: Health & Human Services

Title: 2017-2019 IGA For the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services

Management Update/Work Session Date: 01/21/25 Audio/Visual aids [ ]

Time Required: 10 Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Seeking Approval of the Purchase Order for Oregon Health Authority for the reimbursement of underutilized funds.

Issue, Description & Background: Marion County Health & Human Services received a letter on October 1, 2024 regarding a settlement calculation for IGA# 153132 with Oregon Health Authority for the period of July 1, 2017 through June 30, 2019. The Settlement Summary Report shows the preliminary settlement figures that are based on the information available to us currently. The service elements that were required were compared to the biennial totals and adjustments were made for underutilization of the funds.

Financial Impacts: \$299,650.00

Impacts to Department & External Agencies: Health and Human Services anticipates no financial impact to other departments.

List of attachments: Settlement Letter, Settlement Summary, Invoice

Presenter: Ryan Matthews

Department Head Signature: Ryan Matthews



**MARION COUNTY  
FINANCE DEPARTMENT**

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

Oregon Department of Human Services  
PO Box 4325  
Portland, OR 97208  
United States

Purchase Order		
Purchase Order No	Revision	Page
931958	1	1
<b>Ship To:</b>		
Marion County Health & Human Services 3160 Center Street NE Salem, OR 97301 United States		
<b>Bill To:</b>		
Marion County Health & Human Services 3160 Center Street NE Salem, OR 97301 United States		

Customer Acct No	Supplier No 535854	Order Date / Buyer 31-DEC-24 T Rogers	Revised Date / Buyer
Payment Terms Immediate	Ship Via Best Method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ( )	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Return of Funds for Contract #153132 Settlement Agreement		Amount Agreed			\$299,650.00
<b>Total</b>						\$299,650.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

DocuSigned by:

Authorized By:

E4592AE8CAA542C

**MARION COUNTY PURCHASING**

NOT VALID Unless Signed By Purchasing

**MARION COUNTY TERMS AND CONDITIONS**

**1. INSPECTIONS:** County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**2. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**3. PAYMENT:** County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

**4. COUNTY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. WARRANTIES:** Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

**6. TERMINATION OF PO:** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

**7. INDEMNIFICATION.** The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

**8. GOVERNING LAW, VENUE:** This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

**10. SUBCONTRACTING/NONASSIGNMENT.** No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD.** The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

**12. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. AMENDMENTS:** All amendments to this PO must be in writing, signed by County.

**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

**19. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**SIGNATURE PAGE FOR  
2017-2019 IGA SETTLEMENT FOR THE FINANCING OF COMMUNITY MENTAL  
HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING SERVICES  
IGA# 153231 - HE-6428-24  
between  
MARION COUNTY and OREGON HEALTH AUTHORITY**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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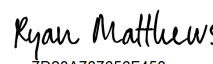
Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<small>DocuSigned by:</small>  <small>7D28A787656F458...</small>	1/2/2025
	Department Director or designee	Date

Authorized Signature:	<small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small>	1/9/2025
	Chief Administrative Officer	Date

Reviewed by Signature:	<small>Signed by:</small>  <small>60C98A6F708240B...</small>	1/3/2025
	Marion County Legal Counsel	Date

Reviewed by Signature:	<small>DocuSigned by:</small>  <small>E4582AF8CAA542C...</small>	1/2/2025
	Marion County Contracts & Procurement	Date



Payment Due From:	Invoice Number:	AI068239
COUNTY OF MARION	Suffix:	001
ATTN: HEALTH & HUMAN SERVICES	Vendor Number:	1936002307 001
3160 CENTER ST	Invoice Date:	12/17/2024
SALEM OR 97301	Due Date:	1/16/2025
	Amount Due:	\$299,650.00

## INVOICE

**Contract# 153132**

**DESCRIPTION: Return of Funds / Contract Settlement Adjustment**

HSD Settlement

*Thank you for prompt payment!*

Online payment with Debit/Credit Card (American Express not accepted)

<https://appengine.egov.com/apps/or/dhsoha/accountsreceivable>

To set up a Wire Transfer or ACH Payment send email to OFS Receipting Unit.

[ofs-receipting.dhs-oha@odhsoha.oregon.gov](mailto:ofs-receipting.dhs-oha@odhsoha.oregon.gov).

Have questions, contact Accounts Receivable.

Email: [OFS.AccountReceivable@odhsoha.oregon.gov](mailto:OFS.AccountReceivable@odhsoha.oregon.gov)

Message Phone (503) 947-5126

Fax (503) 945-6001 TTY (503) 945-6214

**COUNTY OF MARION**

**Please send payment to:**

ODHS/OHA-OFS  
PO BOX 4325  
PORTLAND OR 97208-9992

Invoice Number: AI068239  
Total Due: \$299,650.00  
Due Date: 1/16/2025  
Vendor Number: 1936002307 001

*Please return this remit stub, and write AI068239 on the payment memo line.*

**Year 2017 - 2019  
SETTLEMENT SUMMARY**

**Contract #: 153132  
Marion County**

CONTRACT	NAME	SE	PAY TYPE	CONTRACTED	CONTRACT ADJSTMNT	PAYMENTS	BALANCE
153132	Marion County	1	A	\$897,059.44		\$897,059.52	(\$0.08)
153132	Marion County	3	A	\$75,011.25		\$75,011.28	(\$0.03)
153132	Marion County	20	A	\$2,397,269.12		\$2,397,269.04	\$0.08
153132	Marion County	24	A	\$1,542,250.00		\$1,542,250.08	(\$0.08)
153132	Marion County	25	A	\$4,558,376.57		\$4,558,376.64	(\$0.07)
153132	Marion County	26	A	\$848,673.60		\$848,673.60	\$0.00
153132	Marion County	26	I	\$69,000.00		\$44,837.88	\$0.00
153132	Marion County	27	A	\$995,685.60		\$995,685.60	\$0.00
153132	Marion County	28	A	\$1,603,733.42		\$1,603,733.42	\$0.00
153132	Marion County	28	I	\$240,000.00		\$176,486.91	\$0.00
153132	Marion County	30	A	\$334,994.40		\$334,994.40	\$0.00
153132	Marion County	30	I	\$549,600.00		\$549,510.21	\$0.00
153132	Marion County	34	A	\$82,819.26		\$82,819.26	\$0.00
153132	Marion County	35	A	\$532,765.26		\$532,765.20	\$0.06
153132	Marion County	36	I	\$19,000.00		\$6,190.00	\$0.00
153132	Marion County	37	A	\$5,064,356.64	(\$299,650.00)	\$5,064,356.76	(\$299,650.12)
153132	Marion County	37	I	\$88,816.26		\$88,816.26	\$0.00
153132	Marion County	60	A	\$294,438.00	\$0.00	\$294,438.00	\$0.00
153132	Marion County	61	A	\$474,240.00		\$474,240.00	(\$0.00)
153132	Marion County	62	A	\$182,324.80		\$182,324.88	(\$0.08)
153132	Marion County	63	A	\$452,754.42		\$452,754.42	\$0.00
153132	Marion County	66	A	\$2,444,748.00		\$2,444,747.88	\$0.12
153132	Marion County	66	I	\$225,000.00		\$225,000.00	\$0.00
153132	Marion County	67	A	\$316,322.00		\$316,322.16	(\$0.16)
153132	Marion County	80	A	\$125,050.00		\$125,050.08	(\$0.08)
153132	Marion County	80	I	\$15,000.00		\$15,000.00	\$0.00
153132	Marion County	81	A	\$376,000.00		\$376,000.08	(\$0.08)
153132	Marion County	82	A	\$1,248,750.00	\$0.00	\$1,248,750.12	(\$0.12)
153132	Marion County	38	A	\$163,506.00		\$163,506.00	\$0.00
<b>Grand Total</b>				<b>\$26,217,544.04</b>	<b>(\$299,650.00)</b>	<b>\$26,116,969.68</b>	<b>(\$299,650.64)</b>

## Office of Financial Services

Contracts Payable Unit

Tina Kotek, Governor



October 1, 2024

Dear Contractor:

The settlement calculation for your contract with the Oregon Health Authority (referred to as the Department) for the period of July 1, 2017 through June 30, 2019 has been generated and is being sent electronically. The email contains all documents that are needed to analyze the preliminary settlement.

Please review the attachments for the fiscal reports. These include the following items:

1. *Settlement Summary Report* for Rbase service elements which may include a *Start-up Summary Report*.
2. *A Guide to Reports* in the *Settlement Packet*.

The *Settlement Summary Report* shows the preliminary settlement figures that are based on the information available to us currently. The service elements that were required were compared to the biennial totals and adjustments were made for underutilization of the funds.

There will be a 90-day period beginning from the date of this letter to respond to the Department with any new or corrected expenditure reports or other required reports. A statement must accompany these reports that certify all reports having been submitted to the Department and are final. The certification must also acknowledge that these reports will be utilized by the Department to calculate the final settlement.

Failure to respond to the preliminary settlement within the 90-day period will be deemed an acceptance of the preliminary settlement calculation as final.

After receipt of contractor's response to this letter, the Department will conduct and issue a final settlement calculation, and then either pay to the contractor or recover from the contractor the final settlement amount.



If the contractor is not in agreement with the final settlement calculation, an opportunity for an informal appeal will be afforded. These informal appeals will be limited to the following issues:

- That the Department erred in computing settlement amounts despite the submission of the properly completed reports documenting the delivery of required services and/or agreement requirements related to payment provisions resulting in an error in payment, or
- That the contractor's failure to document services or submit required reports did, in fact, arise from causes that are clearly demonstrated to be beyond the control of the contractor.

**Since the information contained herein is time-sensitive, please make certain that a copy is given to the person responsible for processing the settlement response as soon as possible.**

Please address your questions related to settlement for Mental Health Services (MHS) and Substance Abuse Disorder (SUD) to Theresa Naegeli at 503-951-0983  
[theresa.a.naegeli@oha.oregon.gov](mailto:theresa.a.naegeli@oha.oregon.gov).

Please submit your electronic correspondence to Venus Dugan at  
[venus.dugan@odhsoha.oregon.gov](mailto:venus.dugan@odhsoha.oregon.gov), as well as any general questions regarding the settlement process.

Sincerely,

Richard Arnold  
Manager, Contracts Payable/Trust Units  
Office of Financial Services  
E-mail: [richard.arnold@odhsoha.oregon.gov](mailto:richard.arnold@odhsoha.oregon.gov)  
Cell: 503-269-7653