



Deschutes County Board of Commissioners  
1300 NW Wall St., Suite 200, Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

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## **AGENDA REQUEST & STAFF REPORT**

### **For Board Business Meeting of August 3, 2015**

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**DATE:** July 29, 2015.

**FROM:** Suzanna Fierstos, Contract Agency Temp  
Phone 541 322-7678

Deschutes County Health Services

**TITLE OF AGENDA ITEM:**

Consideration of Board Signature of Document #2015-523, Intergovernmental Financial Agreement Award #148063 between the Local Public Health Department and the Oregon Health Authority for the financing of Local Public Health Services for fiscal year 2015-2017.

**PUBLIC HEARING ON THIS DATE?** No..

**BACKGROUND AND POLICY IMPLICATIONS:**

The 1971 Oregon Legislature created the Oregon Department of Human Resources, an agency providing a spectrum of human services to individuals, families and communities. Over the years, parts of the agency were spun off, becoming the Oregon Department of Corrections, Oregon Employment Department, the Oregon Youth Authority, and the Oregon Department of Housing and Community Services. The 2001 Oregon Legislature reorganized the department and changed its name to the Oregon Department of Human Services (DHS). In 2009, the Oregon Legislature transferred many of the health related functions to the newly created Oregon Health Authority (OHA). Today, DHS' key functions serve children, adults and families and seniors and people with disabilities.

The Deschutes County Developmental Disabilities (DD) program provides: informational resources, connects clients and families with existing programs and facilitates the development of needed services. Service coordinators advocate for clients and provide assistance as they and their family's transition through the stages of development. Service coordinators advocate for clients and provide assistance as they and their family's transition through the stages of development. The 2015-2017 biennium Intergovernmental Agreement for the Financing of Community Developmental Disability Services outlines the terms and conditions for the services provided and the manner in which DD shall obtain financial assistance for the operation of its programs.

Funding for this Agreement will be awarded through Express Payment and Reporting System (eXPRS) in a Service Element Prior Authorization (SEPA). Upon Acceptance of the SEPA, County is agreeing to provide the services as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, Service Element Standards and Procedures and any attached Special Conditions.

The Department of Human Services (DHS) is Oregon's principal agency for helping Oregonians achieve wellbeing and independence through opportunities that protect, empower, respect choice and preserve dignity, especially for those who are least able to help themselves; the attached Intergovernmental Agreement (#148063) outlines the financing for Community Developmental Disability Services (DD) for fiscal year 2015-2017.

**FISCAL IMPLICATIONS:**

Biennial revenue is approximately, \$3,700,000.

**RECOMMENDATION & ACTION REQUESTED:**

Request approval and signature of Document #2015-523, Intergovernmental Financial Agreement Award #148063 between the Local Public Health Dept. and the Oregon Health Authority.

**ATTENDANCE:** Melissa Rizzo, Intellectual and Developmental Disabilities & Intensive Youth Services Manager

**DISTRIBUTION OF DOCUMENTS:**

E-Mail (geneva.f.degner@state.or.us) Geneva Degner, signed Page 3 of the agreement and the completed, signed Document Return Statement. Original documents to Suzanna Fierstos at Health Services.

## DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:**

**Department:**

**Contractor/Supplier/Consultant Name:**

**Contractor Contact:**  **Contractor Phone #:**

**Type of Document:** Intergovernmental Agreement

**Goods and/or Services:** The Department of Human Services (DHS) is Oregon's principal agency for helping Oregonians achieve wellbeing and independence through opportunities that protect, empower, respect choice and preserve dignity, especially for those who are least able to help themselves; the attached Intergovernmental Agreement (#148063) outlines the financing for Community Developmental Disability Services (DD) for fiscal year 2015-2017.

**Background & History:** The 1971 Oregon Legislature created the Oregon Department of Human Resources, an agency providing a spectrum of human services to individuals, families and communities. Over the years, parts of the agency were spun off, becoming the Oregon Department of Corrections, Oregon Employment Department, the Oregon Youth Authority, and the Oregon Department of Housing and Community Services. The 2001 Oregon Legislature reorganized the department and changed its name to the Oregon Department of Human Services (DHS). In 2009, the Oregon Legislature transferred many of the health related functions to the newly created Oregon Health Authority (OHA). Today, DHS' key functions serve children, adults and families and seniors and people with disabilities.

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Funding for this Agreement will be awarded through Express Payment and Reporting System (eXPRS) in a Service Element Prior Authorization (SEPA). Upon Acceptance of the SEPA, County is agreeing to provide the services as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, Service Element Standards and Procedures and any attached Special Conditions.

Agreement Starting Date:  Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)  
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget?  Yes  No

If **No**, has budget amendment been submitted?  Yes  No

Is this a Grant Agreement providing revenue to the County?  Yes  No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No


Contact information for the person responsible for grant compliance: Name:

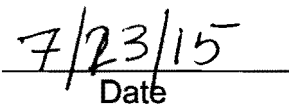
Phone #:


Departmental Contact and Title:

Phone #:

Department Director Approval:

  
Signature

  
Date

Deputy Director Approval:   
Signature

7-22-15  
Date

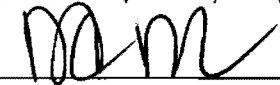
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**Distribution of Document:** E-Mail ([geneva.f.degner@state.or.us](mailto:geneva.f.degner@state.or.us)) Geneva Degner, signed Page 3 of the agreement and the completed, signed Document Return Statement. Original documents to Suzanna Fierstos at Health Services.

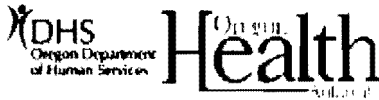
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**Official Review:**

County Signature Required (check one):  BOCC     Department Director (if <\$25K)  
 Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review     Date 7/29/15

Document Number: 2015- 523



Reply Reply All  Help Logout

**From:** GENEVA.F.DEGNER@dhsosha.state.or.us

**Sent:** 7/20/2015 3:25:25 PM

**To:** suzanna.fierstos@deschutes.org

**Cc:**

**Subject:** Contract 148063

Digital Signature is VALID

**Attachments:** 148063 Final.pdf; 148063 Document Return Statement.doc; CDDP IGA Template Tracked Changes.doc;

July 1, 2015

Deschutes County  
1340 NW Wall Street  
Bend, OR 97701

To ensure timely processing of your agreement, please reply and confirm receipt of this communication.

Attached, for County's signature, is Document #: 148063 with the State of Oregon acting by and through its Department of Human Services, Office of Developmental Disability Services (ODDS).

Also attached, for your reference, is the "CDDP IGA Template Tracked Changes" document. This document follows the progress of the agreement language from the one used for 11-13 and 13-15, including Amendment #6, to the final agreement you are receiving today, using tracked changes. This tracked changes document does not include the Service Element Standards and Procedures which have been distributed separately by ODDS.

If you have any questions about these documents, you may contact the contract specialist, Lesley G. Erickson at (503) 945-6698, or [lesley.g.erickson@state.or.us](mailto:lesley.g.erickson@state.or.us).

Please complete the signature page (page 3) and return it with the following by e-mail or fax:  
Document Return Statement (If this form is completed, please do not return the entire agreement.)

Please see signature block below for return contact information. After obtaining the appropriate signatures, an executed document will be forwarded to you for your records.

Sincerely,

Geneva Degner  
Department of Human Services  
Office of Contracts & Procurement  
250 Winter St NE  
Salem, OR 97301  
Fax: (503) 378-4324  
Email: [geneva.f.degner@state.or.us](mailto:geneva.f.degner@state.or.us)

Attachments



Kate Brown, Governor

250 Winter St NE, Room 306  
Salem, OR 97301  
Voice: (503) 945-5818  
FAX: (503) 378-4324

## DOCUMENT RETURN STATEMENT

July 1, 2015

**Re:** Document #: **148063**, hereinafter referred to as "Document."

Please complete this form and return it along with the completed signature page of the contract.

**Important:** If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Lesley Erickson at (503) 945-6698.

I \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Deschutes County, by e-mail from Geneva Degner on July 1, 2015.

On \_\_\_\_\_, I signed the electronically transmitted Document without  
(Date)

change. I am returning the completed signature page with this Document Return Statement.

\_\_\_\_\_  
(Authorizing Signature) (Date)



Agreement Number 148063

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

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 Intergovernmental 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 Deschutes County ("County").

**AGREEMENT**

**1. Effective Date and Duration.**

This Agreement shall become effective on July 1, 2015. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2017. 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.

**2. 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 Financial Terms and Conditions;
- Exhibit B Part 2 Service Element Standards and Procedures;
- 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; and
- Exhibit G Part 2 Subcontractor Insurance Requirements.

DC-2015-523



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:
  - (1) This Agreement without Exhibits;
  - (2) Exhibit F Required Federal Terms and Conditions;
  - (3) Exhibit A Definitions;
  - (4) Exhibit B Part 1 Financial 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.
  
- 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.**

**Deschutes County**

**By:**

**Anthony DeBone, Chair**  
Deschutes County Board of Commissioners

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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/ Lynn Nagasako

July 18, 2015

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Authorized Signature

Title

Date

**INTERGOVERNMENTAL 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. **“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 D, Section 1 Disbursement of Payments and Section 2 Recovery of Funding, of this Agreement.
2. **“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.
3. **“Case Management”** has the meaning as set forth in OAR 411-320-0020 (16).
4. **“Choice”** has the meaning as set forth in OAR 411-320-0020 (21).
5. **Reserved.**
6. **“Claim”** has the meaning set forth in OAR 411-370-0010 (6).
7. **“Client”** has the same meaning as Individual or Recipient, for purposes of this Agreement.
8. **“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.
9. **“CMS”** means Centers for Medicare and Medicaid Services.
  10. **“Community Developmental Disability Program”** or **“CDDP”** means a centrally organized and coordinated program of Services for persons with developmental disabilities, operated by, or contractually affiliated with, a Local Mental Health Agency (LMHA) and operated in a specific geographic area of the State of Oregon.
  11. **“Community First Choice State Plan”** or **“KPlan”** means Oregon’s state plan amendment authorized under section 1915(k) of the Social Security Act.
  12. **Reserved.**
  13. **“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.
  14. **“County CDDP Administrator”** has the meaning set forth in Exhibit C Section 3 of this Agreement.
  15. **“Developmental Disability”** or **“DD”** has the meaning as set forth in OAR 411-320-0020 (35).
  16. **“Developmental Disability Services”** or **“DD Services”** mean all Community Developmental Disability Program Services as described in OAR 411-320 for eligible Recipients.
  17. **“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.
  18. **“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.
  19. **“Employer”** has the meaning set forth in OAR 411-308-0020 (27).
  20. **“Employer of Record”** means the employer referred to in OAR 411-308-0135.
  21. **“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.
  22. **“Express Payment and Reporting System”** or **“eXPRS”** means an information system for managing the disbursement and tracking of DHS payments for developmental disability programs.

23. **Reserved.**
24. **"Federal Funds"** means all funds paid to County under this Agreement that DHS receives from an agency, instrumentality or program of the federal government of the United States.
25. **"Fiscal Intermediary"** has the meaning set forth in OAR 411-308-0020 (39).
26. **"Foster Provider"** has the meaning set forth in OAR 411-346-0110 (35).
27. **"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.
28. **"Functional Needs Assessment"** or **"FNA"** has the meaning set forth in OAR 411-320-0020 (40).
29. **"Home and Community-Based Waivered Services"** means the services approved by the Centers for Medicare and Medicaid Services in accordance with Section 1915(c) and 1115 of the Social Security Act.
30. **"Individual"** has the meaning set forth in OAR 411-317-0000 (29).
31. **"Individual Support Plan"** or **"ISP"** has the meaning set forth in OAR 411-320-0020 (61).
32. **"Individual Support Plan Team"** or **"ISP Team"** has the meaning set forth in OAR 411-320-0020 (62). At a minimum, the ISP Team is comprised of the Individual, when appropriate, the Foster Provider, the CDDP Services Coordinator, and the Individual's parent or legal guardian.
33. **"Intellectual Disability"** or **"ID"** has the meaning as set forth in OAR 411-320-0020 (56).
34. **"Intellectual or Developmental Disability"** or **"I/DD"** means Intellectual Disability or other Developmental Disability.
35. **"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.
36. **"Level of Care"** or **"LOC"** has the meaning set forth in OAR 411-320-0020 (64).
37. **"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.
38. **"Management Entity"** has the meaning set forth in OAR 411-320-0020.
39. **"Management Plan"** or **"CDDP Management Plan"** has the meaning as set forth in OAR 411-320-0030 (67).

40. **“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.
41. **“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.
42. **“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 identified by the State of Oregon or DHS as expended in a manner other than that 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 identified by the State of Oregon or DHS as expended on the delivery of a DD Service that did not meet the Standards and Procedures of this Agreement with respect to that DD Service.
43. **“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.
44. **“Office of Adult Abuse Prevention and Investigation”** or **“OAPPI”** means the DHS office that investigates reports of suspected abuse or neglect.
45. **“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.
46. **“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.
47. **Reserved.**
48. **Reserved.**
49. **“Personal Support Worker”** or **“PSW”** has the meaning set forth in ORS 410.600 (10).

50. **“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.
51. **“Program Area”** means the area within the State of Oregon where County is contracted to provide DD Services.
52. **“Provider”** or **“Performing Provider”** means an individual, facility, corporate entity, or other organization that provides DD Services through a subcontract, or an agreement with DHS, and is enrolled with DHS in accordance with OAR Chapter 411, Division 323, Developmental Disability Certification and Endorsement, to seek payment from DHS.
53. **“Provider Enrollment Agreement”** or **“PEA”** has the meaning set forth in OAR Chapter 411, Division 370, Provider Enrollment, Service Billing and Service Payment.
54. **“Provider Prior Authorization”** or **“PPA”** means an authorization, submitted by County to DHS 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.
55. **“Recipient”** has the meaning as set forth in OAR 411-370-0010 (24).
56. **“Restructuring Budgets, Assessments and Rates”** or **“ReBAR”** means the DHS process for conducting support 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.
57. **“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.
58. **“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.

59. **“Service”** means any one of the DD Services for Individuals listed in Exhibit B Part 2 of this Agreement provided directly by County, subcontracted by County, or authorized by County pursuant to this Agreement.
60. **“Services Coordinator”** or **“CDDP Services Coordinator”** has the meaning as set forth in OAR 411-320-0020 (102).
61. **“Service Element”** means a funding stream to fund programs or services including, but not limited to, foster care, 24-hour residential, case management, supported living, support services, crisis diversion services, in-home comprehensive supports, or family support. (OAR 411-320-0020(100))
62. **“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.
63. **“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. The Service Element Standards and Procedures are located at <http://www.oregon.gov/dhs/spd/pages/provtools/index.aspx#cddp> .
64. **“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.
65. **“Stabilization and Crisis Unit”** or **“SACU”**, formerly known as **“SOCP”**, 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.
66. **“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.
67. **“Subcontract”** has the meaning as set forth in Exhibit D Section 16 of this Agreement.
68. **“Subcontractor”** has the meaning set forth in Exhibit D Section 16 of this Agreement.
69. **“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).



70. **“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.

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

**EXHIBIT B PART 1  
FINANCIAL TERMS AND CONDITIONS**

- 1. Biennial Plan.** Following DHS' adoption of policies and procedures for Biennial Plans, 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. 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 Plans 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.** Identify current performance measures that County has put in place and describe how County is meeting the performance measures. Provide current data. Indicate County's plans for future measures and how the data will be collected.
- e. **Training and Technical Assistance Needs.** Identify any additional training or technical assistance that County staff requires.
- f. **Disaster and Data Recovery Plan.** Describe County's disaster and data recovery plan and how County plans to maintain it.
- g. **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. **Provision of Services.** The DD Services listed in subsections a., b., and c. 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. The Service Element Standards and Procedures for the DD Services listed below and all other Services authorized by County can be found in Exhibit B, Part 2 of this Agreement and at <http://www.oregon.gov/dhs/spd/pages/provtools/index.aspx#cddp>. Only DD Services listed in subsections a., b. and c. 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
Local Administration (LA)	DD 02	Chapter 411, Division 320
Waivered/Targeted Case Management	DD 48	Chapter 411, Division 320
Abuse Investigation Services	DD 55	Chapter 411, Division 320
Regional Crisis And Back-Up Services	DD 157	Chapter 411, Division 320

b. DD Services authorized by County and funded through the Community Based Care (CBC) system, through submission of an invoice from Provider or CDDP to DHS for payment; or submitted for payment to DHS by Providers through Plan of Care in eXPRS are:

Service Name	Service Code	OAR
Comprehensive In-Home Support Services for Adults	DD 49	Chapter 411, Division 330
Employment and other Non-Residential Day Services	DD 54	Chapter 411, Division 345
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 346 and Division 360
Child Foster Homes	DD 58 Child	Chapter 411, Division 346 and Division 360
Family Support Services for Children	DD 150	Chapter 411, Division 305
In-Home Support for Children	DD 151	Chapter 411, Division 308
Room & Board General Fund	DD 156	Service Element Standards and Procedures
Children's Ancillary Foster Services	DD 143	Service Element Standards and Procedures

- c. DD Services authorized by County through a CPA in eXPRS and performed by DHS Providers are:

Service Name	Service Code	OAR
Nursing Facility Specialized Services	DD 45	Chapter 411, Division 86
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
Children's Residential Facilities	DD 142	Chapter 411, Division 325

3. **Service Element Standards and Procedures Review Process.** DHS shall update the Service Element Standards and Procedures as follows:
  - a. 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 County identified staff 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.
  - b. 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.
  - c. 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.
4. **County Responsibilities with regards to Individual's In-Home Support Services.**
  - a. County shall complete an assessment and service plan for Individuals choosing to participate in in-home support services in which the Individual or the Individual's representative serve as the Employer of Record.
  - b. County shall monitor the in-home support services to ensure compliance with the service plan.
  - c. In the event that an Individual or the Individual's Employer of Record needs assistance with in-home support services, County shall make a referral to the STEPS program.
  - d. County shall coordinate the enrollment paperwork and set-up for Employers of Record, Providers and employees or Personal Service Workers (PSWs) with the Fiscal Intermediary.

**5. County Assistance with Provider Employment.**

- a.** For Provider agencies, independent contractors and PSWs, County shall provide the appropriate services from the following list:
- (1) Provide the appropriate Provider enrollment documents based on the type of Provider or provide a link to the website where the documents can be located and identify for the Provider which documents are required.
  - (2) Provide the following based on the specific Provider type: a Provider agency packet which includes the Provider Enrollment Agreement; application for license or endorsement if needed; IRS W-9 form; IRS I-9 form; direct deposit form; and all other forms as required by DHS.
  - (3) Provide the following based on the specific type of Provider service: an independent contractor packet which includes: the Provider Enrollment Agreement; the Criminal Background Check; I-9 Form; and all other forms as required by DHS.
  - (4) Provide the following based on the specific type of Service: a Personal Support Worker packet which includes: the Provider Enrollment Agreement; the Criminal Background Check; W-2 Form; and all other forms as required by DHS.
- b.** For all Providers County shall:
- (1) Assist Individuals acting as Employers regarding the process for verifying certifications, licenses, criminal history checks, driver's licenses, and auto insurance are appropriate and up to date for each type of Provider prior to Services being rendered. County shall also assist the Individual in maintaining a tracking system to ensure that these are regularly reviewed and the information updated; or County shall refer the Individual to the STEPS program.
  - (2) Gather from Providers their enrollment and tax documentation and submit them to the appropriate location, such as submitting vendor or Provider and Individual enrollment packets to the appropriate Fiscal Intermediary, or to DHS.

**6. Other performance requirements.**

In performing the Work under this Agreement:

- a.** County shall comply with 42 CFR §447.10 as the conditions and provisions apply to an organized health care delivery system.
- b.** County shall participate in person, by phone, or video conference, in monthly meetings scheduled by DHS with representatives designated by DHS to review, clarify, and further plan the Work performed under this Agreement. These DHS-County meetings shall be scheduled at a time mutually acceptable to both parties.

**7. Performance Measure Requirements.**

- a. During the first biennium of this Agreement, to prepare a baseline for future performance measures, DHS will identify the specific criteria to be utilized by the Contracts Administration Unit when ODDS performs random audits of County's service plan documents and the Client Prior Authorizations and Plans of Care entered in eXPRS.
- b. During the term of this Agreement, ODDS shall utilize the identified criteria to perform random audits of County's service plan documents, CPAs, and POCs for accuracy and compliance with Medicaid requirements, Oregon Administrative Rules, this Agreement and DHS policies, procedures, and Transmittals.
- c. During the term of this Agreement, DHS will identify performance measures to be implemented based on the findings of the initial County audits. DHS shall follow the amendment process as outlined in Exhibit D Section 6 of this Agreement to add any performance measures.

**8. 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 provided and 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,
- (2) Settlement Summary Report, and
- (3) Settlement Adjustment Report.

County shall have 60 calendar days from the date of the e-mail to respond with corrections, additional information or acceptance of the Settlement amount as presented by DHS.

- b. If County has additional information or corrections to the Settlement amount, County shall submit in writing within 60 calendar days of the date of DHS' initial e-mail notice, a request for clarification; or County shall provide backup documentation supporting the disputed amount. Backup documentation shall include one of the following:

- (1) A corrections or additions Excel spreadsheet that clearly notes the corrections and additions; or
- (2) A copy of a cleared check for funds recovered from County previously; or
- (3) Documentation regarding exceptions given by DHS during the time period covered by the Settlement process; or

- (4) The statute, rule, or Service Element Standards and Procedures that result in the identified County expenditure being allowed; or
  - (5) Any other documentation related to the Settlement process.
- c. DHS shall review and respond to County's clarification request within 60 calendar days of receipt of requesting e-mail. DHS shall review and respond to County's backup documentation within 60 calendar days of receipt. DHS shall clearly identify in a revised Settlement notice which items DHS has accepted or denied.
  - d. 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.
  - e. 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.
  - f. 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. 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 Exhibit D of this Agreement.

**9. 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.
- 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.

**10. Quality Assurance**

**a. County shall:**

- (1) Comply with all DHS quality assurance reviews, plans and processes designed to monitor and ensure County's timely and accurate CMS compliance.
- (2) DHS' quality assurance activities include:
  - (a) Review of billed case management services;
  - (b) Review of ISPs and Level of Care; and
  - (c) Review of County's Provider monitoring, complaints and other contracted obligations.
- (3) County shall timely follow any and all remediation instructions resulting from the quality assurance review findings. Failure to comply with the remediation instructions may result in a reduction of DD 02 Local Administration funds to County.
- (4) County shall 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 Waivered / Targeted Case Management Services.

**b. 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 before the reports are posted on the DHS website.



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

**EXHIBIT B PART 2  
SERVICE ELEMENT STANDARDS AND PROCEDURES**

## Service Element DD 02 Standards and Procedures

**Effective Date:** July 1, 2015  
**Service Name:** Local Administration (LA)  
**Service ID Code:** DD 02

### 1. Overview.

DD 02 Services encompass the activities related to the general administration and management of a Community Developmental Disability Program (CDDP). In addition to administrative and management activities, DD 02 involves the:

- a. Planning and coordination of needed community services;
- b. Specific functions required for the effective implementation of services (e.g., eligibility determination, quality assurance, abuse investigation, etc.); and
- c. Planning, access and oversight of specific services such as Family Support Services, In-Home Support Services for Children, Comprehensive In-home Support Services for Adults, etc.

### 2. Standards and Procedures.

#### a. General Performance Requirements

(1) In providing DD 02 Services for DHS, County shall:

- (a) Comply with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
- (b) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of Services.
- (c) Comply with all DHS requirements designed to assure the timely and accurate enrollment, service authorization, and service payment for Individuals receiving Intellectual or Developmental Disability Services (I/DD Services). These requirements include, but are not limited to, the following:
  - i. Completion of eligibility determination and redetermination;
  - ii. Completion of initial Level of Care (LOC);
  - iii. Annual LOC and Individual Support Plan (ISP) reviews;
  - iv. Completion of all documentation required by DHS policies and procedures in a timely manner for each Individual;
  - v. Completion of annual assessments for each Individual for the I/DD Services the Individual receives, as applicable; and

- vi. Submission of all required budgets, forms, etc., to DHS in a timely manner as specified in the DHS policies and procedures.
- (d) Comply and track compliance with Oregon Administrative Rules, DHS policies and procedures, and Transmittals, including those related to implementation of the DHS Employment First Policy and Executive Order 13-04.
- (e) Assist DHS with the implementation of and compliance with Executive Order 13-04 and OAR Chapter 407, Division 025 that are designed to:
  - i. Improve Oregon's delivery of employment services so as to provide the best possible opportunities for success and Choice for Individuals receiving employment services; and
  - ii. Improve Oregon's delivery of employment services, with the goal of achieving integrated employment for Individuals with I/DD consistent with their abilities and Choices.
- (2) County, as a Provider of DD 02 Services that are funded by DHS, must:
  - (a) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (39), 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:
    - i. Meet the criteria of a Services Coordinator as defined in OAR 411-320-0020 (102), as such rules may be revised from time to time;
    - ii. Complete a competency based training given by DHS' Diagnosis and Evaluation Coordinator within one year of hire;
    - iii. Participate in DHS sponsored training on an annual basis; and
    - iv. Participate in a minimum of 20 hours of training related to Developmental Disabilities or eligibility on an annual basis.
  - (b) The Provider of DD 02 Services funded by DHS, whether County, a CDDP, or subcontractor, must employ 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.

- (c) 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.
- (d) Use DHS approved forms and procedures for eligibility determination services.
- (e) 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.
- (f) Follow the processes established by DHS to complete the Level of Care determination when an Individual is initially eligible for Developmental Disability Services.
- (g) 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 411-320. Upon completion, the LOC must be submitted to ODDS within 30 calendar days.
- (h) 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. Upon completion of the annual evaluation, the County shall add the completion date of the annual evaluation to the Individual's record in eXPRS within 10 business days of completion.
- (i) Terminate from Level of Care any Individual that does not meet the LOC eligibility requirements and refer the Individual to other non-waiver or non-K Plan Services.
- (j) Ensure that all Individual Service Plans address an Individual's assessed needs (including health and safety risk factors) and personal goals, either by waived service or other means as appropriate and allowed under the OARs.
- (k) Contact Individuals or their designated representatives as identified in an Individual's ISP and outlined in OAR 411.
- (l) Monitor and audit Provider performance at least annually or more frequently as required by OAR 411-320-0130 and when warranted more often to verify that I/DD Services are being delivered in accordance with the Individual's ISP and LOC, including the type, scope, amount and duration and frequency of Services as specified in the ISP.

- (m) Verify on a quarterly basis that each Provider is providing I/DD Services to eligible Individuals and Provider has not been sanctioned.
- (n) Coordinate with DHS to accomplish the full implementation of the DHS Employment First Policy and Executive Order 13-04, or any subsequent related State of Oregon Executive Orders, including but not limited to:
  - i. Increasing competitive integrated employment opportunities for eligible Individuals.
  - ii. Making good faith efforts, within available budgetary resources, to ensure that there are a sufficient number of qualified employment providers to deliver the services and supports necessary for Individuals to receive employment services consistent with the terms of Executive Order 13-04 or any related State of Oregon Executive Orders.
  - iii. Implementing any memoranda of understanding between the Office of Developmental Disability Services and DHS' Vocational Rehabilitation or the Oregon Department of Education that relate to the provision of employment services for eligible Individuals with I/DD in the County's geographic Program Area.
  - iv. Engaging in collaborative and cooperative planning and implementation activities with local partners such as DHS' Vocational Rehabilitation, support services brokerages and local education agencies. These activities include but are not limited to incorporating implementation efforts into the CDDP Management Plan and discussing plans and implementation status with the CDDP advisory group.
  - v. Completing career development plans for Individuals, as outlined in Executive Order 13-04, and Oregon Administrative Rule 411-345.
  - vi. Engaging in community outreach and awareness activities.
  - vii. Assuring County staff are trained and qualified to implement the provisions of the DHS Employment First Policy and Executive Order 13-04.
  - viii. Providing information and referral information to Individuals with I/DD and their families or representatives about the opportunities for and benefits of competitive integrated employment.

- ix. Engaging in quality assurance and quality improvement activities as described in and required by the Agreement and the Service Element Standards and Procedures.
- x. Collecting and reporting the following required data for working-age, eligible Individuals with I/DD in the County's geographic Program Area:
  - A. The number of Individuals receiving employment services;
  - B. The number of Individuals working in the following settings: competitive integrated employment, self-employment, sheltered employment, and small group employment (eight or less);
  - C. The number of Individuals working in an integrated employment setting;
  - D. The number of hours worked per week and hourly wages paid to those Individuals;
  - E. The Choices made by Individuals between competitive integrated work, sheltered work, and not working; and
  - F. Complaints and grievances.
- (o) On an ongoing basis identify, address and seek to prevent instances of abuse, neglect and exploitation.
- (3) Upon DHS' request, County staff shall, per OAR 411-318-0025:
  - (a) Participate in informal conferences with DHS; and
  - (b) Testify at contested case hearings regarding eligibility reviews, adult needs assessments or child needs assessments findings.
- b. **Special Reporting Requirements**  
County shall supply, upon DHS' request, data and information relative to the implementation and administration of DD 02 Services.
- c. **Billing and Payment Procedures**
  - (1) DHS will provide County with funding for DD 02 Services via the Service Element Prior Authorizations (SEPA) based on the approved CDDP funding formula model.
  - (2) DHS will disburse funding for DD 02 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 Provider Prior Authorization (PPA), as such amounts may be updated from time to time, subject to the following:

- (a) DD 02 Services delivered under the SEPA shall not exceed the total funds awarded for DD 02 Services as specified in the SEPA for DD 02 Services funded through the Agreement;
  - (b) If County fails to deliver DD 02 Services for part of a month, the funding for DD 02 Services for that month of will be prorated and DHS may reduce future disbursements of DD 02 funds accordingly.
  - (c) If requested by DHS, County shall also accept an appropriate SEPA Adjustment to amend funding for DD 02 Services as a result of County's failure to deliver the DD 02 Services for a full month;
  - (d) DHS may, once every six months if applicable, increase County's monthly allotments based on Individual enrollment as identified through the County's DD 48 Case Management Services in eXPRS; and
  - (e) DHS may, upon written request of County, adjust monthly allotments.
- (3) Any local match funding applied for and received by County is to be used to assist with excess DD 02 Services rendered that were not previously covered by Federal Funds during the time period that funds are requested to cover, not to create a source of excess funding for previous expenditures or future needs.

**d. Settlement**

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 02 Services under a particular line of the Service Element Prior Authorization and the amount of qualifying billable DD 02 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 45 Standards and Procedures

**Effective Date:** July 1, 2015  
**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:** July 1, 2015  
**Service Name:** Waivered / Targeted Case Management (WCM/TCM)  
**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 County's geographic Program Area. DD 48 Services include but are not limited to:

- a. Assuring the presence of the completed initial Level of Care determination (DD 02) and completing annual redeterminations for each Individual eligible for I/DD Services and Community First Choice State Plan Services or Home and Community-Based Waivered Services.
- b. Ensuring the development of an Individual Support Plan (ISP), as defined in OAR 411-320-0020 (61), for each Individual eligible for DD 48 Services.
- c. Monitoring the implementation and outcomes of the ISP for each Individual.
- d. Monitoring health and safety for Individuals receiving DHS-funded Services as per their ISP and in accordance with Oregon Administrative Rules.
- e. Assistance to Individuals or their families in accessing and obtaining available community services and supports.
- f. Assessing an Individual's eligibility for comprehensive services or support services and coordinating the Individual's access to those services. This includes assessing eligibility for and coordination of Services related to career development planning and employment, as described in OAR Chapter 411, Division 345.
- g. Monitoring the implementation of DD Services as described in OAR 411- 320-0020.
- h. Reporting abuse, providing protective services and assuring ongoing follow up as indicated in an investigative report as described in OAR Chapter 411, Division 320 for Individuals aged 18 and over, when a need for these Services is identified.

## 2. Standards and Procedures.

### a. General Performance Requirements

- (1) For each eligible Individual receiving DD 48 Services, the County shall create and submit a Client Prior Authorization (CPA) in eXPRS for DD 48 Services within five business days of the County'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 County's receipt of notification of change. The DD 48 CPAs that are submitted successfully by the County and are accepted through eXPRS will serve as the County 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, as such rules may be revised from time to time;
  - (b) The Provider of DD 48 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 case management services. The Provider must hire as many employees as possible for each identified position per the funding allocated to Provider.
  - (c) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of DD 48 Services;
  - (d) Comply with all DHS requirements designed to assure the timely and accurate enrollment, service authorization, and service payment for Individuals receiving DD 48 Services;
  - (e) Provide, at minimum, one annual qualifying billable Claim for each Individual enrolled in DD 48 Services;
  - (f) Ensure that all Claims billed are for activities that meet DHS guidelines as qualifying billable Claims;
  - (g) 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
  - (h) 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 County shall supply data and information relative to the implementation of DD 48 Services.
- (2) County 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 County's DD 48 Services Provider Prior Authorization (PPA);
  - (b) Paid to the County 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.  
*Note: Exception to this process is for those billings made prior to the effective date of the transition to the billable encounters or claims system, which are unpaid because they exceeded the payment cap for the month. These unpaid billings will be reconciled at the end of the biennium.*
    - 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 County 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 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:** July 1, 2015  
**Service Name:** Comprehensive In-Home Support Services for Adults  
**Service ID Code:** DD 49

### 1. Overview.

- a. Comprehensive In-Home Support Services (DD 49 Services) are provided to Individuals who are 18 years or older with an Intellectual or Developmental Disability (I/DD) to enable them to remain at home or in their family home.
- b. DD 49 Services include assistance in:
  - (1) assessing support needs;
  - (2) finding and arranging resources and personal support services to meet the Individuals' needs;
  - (3) assisting Individuals to make informed decisions about personal support needs and support providers; and
  - (4) monitoring and improving the quality of personal supports.
- c. DD 49 personal support may include, but are not limited to:
  - (1) attendant care;
  - (2) relief care;
  - (3) non-medical community transportation;
  - (4) behavior support;
  - (5) assistive technology;
  - (6) assistive devices;
  - (7) chore services;
  - (8) community nursing services;
  - (9) skill training;
  - (10) environmental modifications;
  - (11) family training;
  - (12) Individual supported employment-job coaching;
  - (13) Individual supported employment-job development;
  - (14) discovery or employment planning and career exploration;
  - (15) small group supported employment;
  - (16) employment path services;
  - (17) environmental safety modifications;
  - (18) home modifications, specialized medical supplies; and
  - (19) any additional services identified in the expenditure guidelines.



- d. DD 49 Services may also include fiscal intermediary services during the transition to Plan of Care in eXPRS, such as assisting Individuals or their families in complying with payroll and related requirements for employers when the Individuals or their families employ their own caregivers.

**2. Standards and Procedures.**

**a. Service Authorization**

DD49 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 according to Oregon Administrative Rules, and DHS policies and procedures. County shall enter all DD 49 Service plans in the Plan of Care system in eXPRS prior to the start of any Services.

**b. General Performance Requirements**

- (1) Providers of DD 49 Services, authorized by the County, must comply with the requirements of OAR Chapter 411, Division 330.
- (2) Individuals receiving DD 49 Services must be eligible for I/DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320.
- (3) County must complete a Level of Care (LOC) assessment, Functional Needs Assessment (FNA) and Individual Support Plan (ISP) for each Individual receiving DD 49 Services in accordance with OAR Chapter 411, Division 330 and OAR Chapter 411, Division 320.
- (4) County must comply with the rates established by DHS, and the rates paid to its Providers shall be consistent with DHS guidelines governing DD 49 Services and rates.
- (5) If requested by DHS, County will require its Providers of DD 49 Services to participate in a DHS authorized external evaluation of the impact and effectiveness of the DD 49 Services. Participation includes, but is not limited to:
  - (a) furnishing all readily available program data within statutory and regulatory limits governing confidentiality,
  - (b) granting permission for staff and Individuals to be interviewed or respond to questionnaires, and
  - (c) participating in other evaluation activities as may be required by DHS.

**c. Billing and Payment Procedure(s)**

- (1) County shall draft a Plan of Care DD 49 Service authorization within eXPRS upon completion of an Individual's ISP.
- (2) County shall add a Plan of Care (POC) service plan line for each DD49 Service authorized by the County and agreed to by the Individual.

- (3) Once the Individual has chosen the DD 49 Service Provider, County shall add the service delivery lines in the Individual's POC.
- (4) Upon completion of all DHS required documentation and processes, the County shall move each service delivery line to accepted status.
- (5) Upon receipt of Provider's hard copy time sheets, invoices or other County required documentation for DD 49 Services delivered by Provider, County shall enter the Provider's Claim information into POC. After review of the Claim, County shall approve or reject the Claim.
- (6) County shall review and approve or reject Provider's electronically submitted Claims for delivered DD 49 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 50 Standards and Procedures

**Effective Date:** July 1, 2015  
**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 16 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.
  - (c) The CPA monthly rates for (a) and (b) 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 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 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 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 business days, excluding weekends and holidays, 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 business days, excluding weekends and holidays, not to exceed 45 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 45 consecutive business days, excluding weekends and holidays, 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. If the Individual returns to the same DD 50 Service Provider placement within 90 calendar days, DHS may authorize up to an additional 15 calendar days of payment, but not to exceed 60 calendar days in the aggregate.

(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 (7).

**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:** July 1, 2015  
**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 business 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 business days, not to exceed 45 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 45 consecutive business 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. If the Individual returns to the same DD 51 Service Provider placement within 90 calendar days, DHS may authorize up to an additional 15 calendar days of payment, but not to exceed 60 calendar days in the aggregate.
- (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 (7).

**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 recipient.

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

## Service Element DD 54 Standards and Procedures

**Effective Date:** July 1, 2015  
**Service Name:** Employment and other Non-Residential Day Services  
**Service ID Code:** DD 54

### 1. Overview.

Employment and other Non-Residential Day Services (DD 54 Services) must be provided as outlined in OAR Chapter 411, Division 345 under which 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. DD 54 Services include employment services as well as other non-residential day services such as group-provided attendant care or skills training to meet activities of daily living (ADL) or instrumental activities of daily living (IADL) needs.

### 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, and be eligible for employment services or day support services under Chapter 411, Division 345, as 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, 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.
- (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 of employment services 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.
- (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:** July 1, 2015  
**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 screened, investigated and reported.

### 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 or DHS Transmittals requesting action or providing policy information.
- (2) County shall employ an identified individual as an Abuse Investigation Specialist or have an agreement with another county or CDDP to perform abuse investigation activities which includes the provision of DD 55 Services in its geographic Program Area.
- (3) The Provider of DD 55 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 abuse investigation services. The Provider must hire as many employees as possible for each identified position per the funding allocated to Provider; or must have an agreement with another county or CDDP to perform DD 55 Services for its Program Area. 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.

Staff employed for abuse investigations:

- (a) May 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 take competency based training given by DHS' Office of Adult Abuse Prevention and Investigations (OAAPI) and be able to meet core competencies as determined by OAAPI within one year of hire.
  - (4) DHS may approve an exception 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 set out in (2) and (3) above.
  - (5) Providers of DD 55 Services must use DHS approved forms and procedures for screening, reporting and documentation of findings regarding abuse allegations.
  - (6) A Provider of DD 55 Services must complete the abuse investigation form within 45 calendar days of date of receiving notification of an alleged abuse. 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.
  - (7) Providers of DD 55 Services must participate in quarterly meetings held by OAAPI.
  - (8) A Provider of DD 55 Services may identify a back-up abuse investigator who is also a case manager or service coordinator. Back-up abuse investigators must complete the basic back-up abuse investigations 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 unavailable.
- 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.
- c. Billing and Payment Procedures**
- (1) 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.
  - (2) 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:

- (a) 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.
- (b) 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.

**d. Settlement**

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 55 Services under a particular line of the SEPA and the amount of qualifying billable DD 55 Services based on the Service delivery and County staffing levels.

**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 56 Standards and Procedures

**Effective Date:** July 1, 2015  
**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. Service Authorization

- (1) DD 56 Rent Subsidy may be provided when:
  - (a) An eligible Individual's room and board costs exceed the amount that can be billed to the Individual's federal 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; or
  - (c) DD 51 Supported Living Services, if the Individual was receiving DD 56 Rent Subsidy prior to July 1, 2011, and continues to be eligible to receive DD 56 Rent Subsidy under these Standards and Procedures (S&P).

Once the Individual exits DD 51 Supported Living Services, the DD 56 Rent Subsidy funds will no longer be available to the Provider or the Individual. Any payments Provider receives, after the date the Individual is no longer eligible for DD 51 Supported Living Services, will be returned to DHS immediately.

- (3) The monthly rate for DD 56 Rent Subsidy in eXPRS is established by DHS. DHS may, at its discretion, develop a standardized application form to be completed by the Provider prior to any new or expanded DD 56 Rent Subsidy award and, periodically but no less than annually, to justify



continuation of DD 56 Rent Subsidy funding. Any such applications must be completed using the procedures designated by DHS.

- (4) DD 56 Rent Subsidy for an Individual must be 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 51 Service site.
- (5) Provider will submit all requests for DD 56 Rent Subsidy funding for Individuals to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us). ODDS will review the DD 56 Rent Subsidy request and will determine the effective date and monthly rate. ODDS will notify the Provider if the DD 56 Rent Subsidy request has been approved or denied. ODDS 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) A written statement confirming that the Individual qualifies for DD 56 Rent Subsidy under this S&P,
  - (f) An accepted Client Prior Authorization (CPA) for the requested Provider site in eXPRS for the requested effective date, and
  - (g) A Rent Subsidy Budget Worksheet for the site as described in Section 4 of this S&P.
- (6) ODDS will authorize continuing DD 56 Rent Subsidy for an eligible Individual when the DD 56 Services are in compliance with this S&P.
  - (7) ODDS 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) If an Individual leaves a DD 50 Residential Facility, or a DD 142 Children's Residential Facility, that has been authorized to receive DD 56 Rent Subsidy, the DD 56 funds remain with the DD 56 Rent Subsidy authorized site and will be used for new qualified Individuals approved by ODDS for DD 56 funds.
    - (b) DD 56 Rent Subsidy funds do not transfer with the Individual to another site, County or Provider. DD 56 funds are awarded to a

Provider's site and stay with that site until the site is no longer authorized for DD 56 Rent Subsidy.

- (c) DD 56 Rent Subsidy funds are not transferable between service settings, sites, counties or Providers.
- (8) An Individual receiving DD 51 Supported Living Services and DD 56 Rent Subsidy, who moves from one DD 51 authorized site to another DD 51 authorized site, may request that the DD 56 Rent Subsidy funds to be transferred to the new DD 51 site, if the new site qualifies for DD 56 Rent Subsidy under this S&P.
- (a) Authorization from ODDS must be obtained in advance of the transfer of DD 56 funds to the new site.
  - (b) A Rent Subsidy Budget Worksheet for the new DD 51 site must be submitted to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) with the Individual's request to transfer the DD 56 Rent Subsidy funds. ODDS will use the Rent Subsidy Budget Worksheet to determine if the new DD 51 site qualifies financially for DD 56 funds and what the Individual's funding rate will be.
  - (c) The DD 56 Rent Subsidy funding rate at the Individual's new DD 51 site will be no more than the rate at the previous site and may be reduced.
  - (d) Transferring between DD 51 sites includes a transfer to a new DD 51 site with:
    - i. the same Provider;
    - ii. a new Provider; or
    - iii. the same Provider but in a different county.

**b. General Performance Requirements**

- (1) All Individuals receiving DD 56 Rent Subsidy funded 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 Individuals or for the residential sites at which such Individuals reside, or for both, if appropriate. 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 County or DHS upon request.

- (4) For each Individual eligible for DD 56 Rent Subsidy, the Provider must apply for Section 8, or other housing subsidies, within 60 calendar days of the date the Provider begins providing the ODDS authorized DD 56 Rent Subsidy Services.

For each residential site in which Individuals receiving DD 56 funds reside, the Provider must apply for Section 8 or other housing subsidies, within 60 calendar days of the date the Provider begins using the residential site.

The Provider must submit the application for housing subsidies to the local housing authority at the first opportunity set by the authority, if the first opportunity falls after the end of the 60 calendar day period described above.

- (5) Providers of DD 56 Rent Subsidy Services 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 [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) and must include, but are not limited to:
- (a) The name(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 residential site;
  - (d) The effective date of each subsidy; and
  - (e) A Rent Subsidy Budget Worksheet for each site.
- (6) A Provider receiving DD 56 Rent Subsidy for an Individual receiving DD 50 Residential Facility Services or 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 the following information, at a minimum, to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) :
- (a) Individual's name,
  - (b) Individual's prime number,
  - (c) Address of the residential site, and
  - (d) Exit or effective date.
- (7) 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 the following information, at a minimum, to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) . The Provider will no longer be authorized to

receive DD 56 Rent Subsidy funds for the Individual, for the authorized site, or both.

- (a) Individual's name,
- (b) Individual's prime number,
- (c) Address of the residential site, and
- (d) Exit or effective date.

**c. Special Reporting Requirements**

At any time, DHS may request special reports or other information about the use of DD 56 Rent Subsidy or the justification of such Rent Subsidy at any given site from County or Provider. DHS will provide instructions and a reasonable timeframe for delivery of the requested reports or information.

**3. Billing and Payment Procedures.**

- a.** Provider will submit a DD 56 Rent Subsidy Contractor Invoice to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us). DD 56 funds will be released in a Provider Prior Authorization (PPA) in eXPRS directly to the Provider upon receipt of a completed and accurate Contractor Invoice and a Rent Subsidy Budget Worksheet if applicable.
- b.** Provider will not submit a DD 56 Rent Subsidy Contractor Invoice, and DHS will not pay a Provider, for "vacant slots" at any time. A vacant slot at a Provider's site occurs when an Individual moves out of an authorized site, which has been receiving DD 56 Rent Subsidy, creating a vacant slot.
- c.** A vacant slot at a Provider's site may remain vacant for up to six months in order for the Provider to locate a new Individual who is eligible for DD 56 Rent Subsidy. At the end of the six months, if the slot is still vacant, the DD 56 Rent Subsidy funding will be removed from the Provider's authorization and any unexpended DD 56 funds will be returned to DHS.

**4. Rent Subsidy Budget Worksheets.**

- a.** All Providers of DD 56 Rent Subsidy Services will be required to complete a DHS 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) With the first invoice of each biennium (July 1 of odd years);
  - (2) When the federal government authorizes a cost of living adjustment (COLA) for SSI;

- (3) Any time a DD 56 Rent Subsidy eligible Individual in a DD 51 Supported Living Services site moves to a new DD 51 Supported Living Services site;
- (4) Any time there is a change to the rent, mortgage, or lease amount or the allowable utilities costs that equals a combined total of \$100.00 or more;
- (5) When there is no longer a rent, mortgage, or lease payment for a DD56 Rent Subsidy authorized site;
- (6) When Section 8 or other housing subsidies are awarded to an Individual or a site;
- (7) Any time DHS requests it; and
- (8) 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 site.

Unless otherwise specified in this 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 each 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 paid either the amount per unit or the previously assigned rate, whichever is less.
- d. DHS 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, then 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 by DHS for the Individual, the Individual's DD 56 Rent Subsidy rate will be reduced to match the Budget Worksheet's amount per unit.
  - (3) Shows an amount per unit that is higher than the amount previously authorized by the DHS 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 revised Budget Worksheet 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 will complete and return the revised Rent Subsidy Budget Worksheet to DHS within a minimum of 14 calendar days, or in the specific timeframe provided by DHS in writing.
- (2) DHS will review the completed Budget Worksheets to determine if any changes to the monthly rates for DD 56 Rent Subsidy are required, based on the criteria in section 4. d. above.
- (3) DHS will create a revised Contractor Invoice template and will send the revised Contractor Invoice to the Provider, if there are new monthly rates.
- (4) If a Rent Subsidy Budget Worksheet is required, or has been requested, DHS will not release DD 56 Rent Subsidy payments for a Provider until the Budget Worksheet is received from the Provider and processed by DHS.

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

- a. A DD 56 Rent Subsidy Contractor Invoice must be completed and submitted by the Provider monthly to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) . This Contractor Invoice must be complete and accurate in order for DHS to submit a PPA for 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 DHS 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 will not be paid by DHS.
- c. Contractor Invoices are only to be submitted for Individuals and sites that have been authorized by DHS for DD 56 Rent Subsidy.
- d. Contractor Invoices for a current month can be submitted on or after the 16<sup>th</sup> of that month. Invoices for a current month received prior to the 16<sup>th</sup> of that month will be returned to the Provider and Provider may resubmit it on or after the 16<sup>th</sup> of the month. DHS will return Contractor Invoices for future months to the Provider without payment and Provider may resubmit the returned Contractor Invoice at the correct time.
- e. DHS will not prorate DD 56 Rent Subsidy payments. An 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 in 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. If the Individual moves out before the 15<sup>th</sup> of the month, no DD 56 Rent Subsidy will be paid to the Provider for that month.
- f. DD 56 Rent Subsidy payments are normally processed by DHS on the 1<sup>st</sup> and 15<sup>th</sup> of each month. If the 1<sup>st</sup> or the 15<sup>th</sup> falls on a weekend or holiday, payments will be processed on the following business day.

**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. Provider must submit the monthly Contractor Invoices and any final DD 56 Rent Subsidy Contractor Invoice for an Individual to DHS within 45 calendar days from the end of the Service month or the last month DD 56 Rent Subsidy Services, respectively, were provided.
- c. DHS will 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:** July 1, 2015  
**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:** July 1, 2015  
**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. General Performance Requirements

(1) County shall assist DHS in licensing or certifying the Adult Foster Homes to provide DD 58 Adult Foster Home Services for Individuals with Intellectual or Developmental Disabilities (AFH-DD). County shall assist in the performance of the following tasks within the timelines required in accordance with OAR Chapter 411, Division 360.

- (a) For new AFH-DD licenses and for inspection of those Adult Foster Homes, the following forms, as prescribed by DHS, must be completed and submitted timely by the AFH-DD to DHS.
  - i. Adult Foster Home License or Certification Application;
  - ii. Foster Home Inspection Form;
  - iii. Background Check; and



- iv. Any other information necessary for licensing or certifying the Adult Foster Home.
- (b) For renewal of existing AFH-DD licenses and for inspection of the Adult Foster Homes, the Foster Home License/Certification Evaluation forms, as prescribed by DHS, must be completed and submitted timely by the AFH-DD to DHS.
- (c) To meet the statutory requirements for training and testing, County shall assist the AFH-DD currently providing or seeking to provide DHS funded DD 58 Adult Foster Home Services, and currently licensed or seeking to be licensed under OAR Chapter 411, Division 360, by:
  - i. Maintaining a link to the Adult Foster Home training website where the "Basic Training Course and Self-Study Manual" and associated information are maintained and distributing that information upon request;
  - ii. Making test site(s) available, administering tests provided by DHS, and sending completed tests promptly to DHS for scoring; and
  - iii. Completing Background Checks.
- (2) DHS will make the final determination on issuance and renewal of licenses and certifications on the basis of information submitted to DHS.
- c. 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 (DHS0337) within 45 calendar days of the DD 58 Adult Foster Home Services delivery date.
  - (3) 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.
- d. 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 County for the Providers. All payment rates for DD 58 Adult Foster Home Services authorized by County 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.
- (2) County shall not authorize payments for DD 58 Adult Foster Home Services funded by DHS in excess of the DD 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.
  - (3) 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.
  - (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 business days, excluding weekends and holidays, 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 business days, excluding weekends and holidays, not to exceed 45 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 90 consecutive business days, excluding weekends and holidays, 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:** July 1, 2015  
**Service Name:** Child Foster Homes  
**Service ID Code:** DD 58 Children

### 1. Overview.

DD 58 Child Foster Home Services governs the delivery of residential care and services in child foster homes to Children who are less than 18 years of age who have an intellectual or developmental disability (I/DD). The purpose of DD 58 Child Foster Home 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

DD58 Child Foster Home Services must be authorized in advance by the County in which the Child is enrolled and is receiving DD 48 Case Management Services. This authorization must be obtained and documented according to Department of Human Services (DHS) policies and procedures.

Prior to authorization of the DD 58 Child Foster Home Services, County shall ensure all Children receiving DD 58 Child Foster Home Services are 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. General Performance Requirements

- (1) County shall assist DHS in certifying Child Foster Homes (CFH) to provide DD 58 Child Foster Home Services. County shall assist in the performance of the following tasks within the timelines set out in and in accordance with OAR Chapter 411, Division 346.
  - (a) For new CFH certifications and for inspection of those homes, County must complete and submit to DHS in a timely manner the following forms, as prescribed by DHS.
    - i. Child Foster Home Certification Application;
    - ii. Child Foster Home Inspection Form;
    - iii. Background Check; and
    - iv. Any other information necessary for certifying the Child Foster Home.
  - (b) For renewal of existing CFH certifications and for inspection of the homes, the County must complete and submit to DHS in a timely

manner the Child Foster Home Certification Evaluation forms, as prescribed by DHS.

- (c) To meet statutory requirements for training and testing, County shall assist the CFH currently providing or seeking to provide DHS funded DD 58 Child Foster Home Services, and currently certified or seeking to be certified under OAR Chapter 411, Division 346, by maintaining and distributing copies of DHS' "Basic Training Course and Self-Study Manual" and associated video tapes.
  - (2) DHS will make the final determination on issuance and renewal of certifications on the basis of information submitted to DHS.
  - (3) County shall provide DD 48 Case Management Services, including protective services for children, to Children in the County receiving DD 58 Child Services funded by DHS. County shall provide the DD 48 Services in accordance with OAR Chapter 411, Division 320.
- c. Special Reporting Requirements**
- (1) For purposes of Medicaid compliance, County must notify DHS using forms and procedures designated by DHS when payment has been authorized for DD 58 Child Foster Home Services.
  - (2) County shall 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 Child Foster Home Service delivery date.
  - (3) All Children receiving DD 58 Child Foster Home Services shall be enrolled in the community based care system and, at a minimum, in DD 48 Case Management Services in the eXPRS Payment System.
- d. Billing and Payment Procedures**
- (1) DHS provides funding for DD 58 Child Foster Home Services solely through DHS funds. Child Foster Home funding is disbursed by DHS directly to Providers of DD 58 Child Foster Home Services and is based on monthly rates authorized by County for the Provider. All payment rates for DD 58 Child Foster Home Services authorized by County must meet the following requirements:
    - (a) Monthly payment rates for Children receiving DD 58 Child Foster Home Services will be established using an assessment process approved by DHS and are based on the Child's residential care and service needs and the current Functional Needs Assessment tool.
    - (b) Behavior consultation services may only be included in the DD 58 Child Foster Home Services monthly rates for a total of 90 calendar days per Child unless the Child has a support needs assessment that requires regular oversight or revision of the behavior consultation services. The Provider of DD58 Child

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.

- (2) County shall not authorize payments for DD 58 Child Foster Home Services in excess of the DD 58 Child Foster Home Services established monthly rate for the Child. DD 58 Child Foster Home Services monthly rates are individualized and are not transferable to another eligible Child.
- (3) The monthly rate for DD 58 Child Services for a Child will be prorated for any month in which DD Child Foster Home Services are not provided to the Child for a portion of the month.
- (4) Payment for DD 58 Child 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 Child Foster Home Services and rate authorizations. County must complete the Foster Care section of the DHS0337 in conformance with instructions from DHS for payment to be made.
- (5) County must submit a new DHS0337 with the budget summary pages from the Child's most current DD Foster Care Support Needs Assessment Profile (SNAP), or current DHS-approved Functional Needs Assessment tool, to generate payment for DD 58 Child Foster Home Services.
- (6) County must submit a new or updated DHS0337 as soon as possible when changes to the DD 58 Child Foster Home Services or monthly rate occur. When a Child is absent from the CFH, the DHS0337 authorizes payment for the absence.
- (7) 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).
- (8) For purposes of the Child Foster Home Contract, as defined in OAR 411-346-0100 (17), between DHS and the Provider, a Child shall be deemed to have received DD 58 Child Foster Home Services, and DHS will allow payment to the Provider, when the Child is residing at the CFH where overnight care is provided, and one of the following conditions is met:
  - (a) The Child had been receiving DD 58 Child Foster Home Services at the Provider's CFH immediately prior to an absence and the Child is absent for not more than five consecutive business days,

excluding weekends and holidays, as a result of absence unreported to Provider, and it has not been determined by Provider and County that the Child will not be returning to the CFH;

- (b) The Child had been receiving DD 58 Child Foster Home Services at the Provider's CFH immediately prior to the absence and the Child is absent for not more than 14 consecutive business days, excluding weekends and holidays, not to exceed 45 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 Child will not be returning to the CFH; or
- (c) The Child had been receiving DD 58 Child Foster Home Services at the Provider's CFH immediately prior to the absence and the Child is absent for not more than 90 consecutive business days, excluding weekends and holidays, as a result of being admitted 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 CFH.

**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:** July 1, 2015  
**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 provider's, 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 business days, excluding weekends and holidays, 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 business days, excluding weekends and holidays, not to exceed 45 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 45 consecutive business days, excluding weekends and holidays, 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 DD 143 Standards and Procedures

**Effective Date:** July 1, 2015  
**Service Name:** Children's Ancillary Foster Services  
**Service ID Code:** DD 143

### 1. Overview.

Children's Ancillary Foster Services (DD 143 Services) provide skill training, attendant care, hourly relief care, and behavior consultation for Children with Developmental Disabilities that transferred from DD Proctor Services as of 1/1/14. The Children's Ancillary Foster Services model consists of a DD licensed Provider that provides support to meet a Child's identified needs for Children's Ancillary Foster Services. The Child's Individual Support Plan (ISP) Team will determine the amount of Children's Ancillary Foster Services needed and the Provider of such ancillary services.

### 2. Standards and Procedures.

#### a. Service Authorization

All DD143 Services must be approved in advance by the Department of Human Services (DHS) Office of Developmental Disability Services (ODDS).

#### b. Standards of Placements

- (1) All Children receiving DD 143 Services must have transferred from DD Children's Proctor Foster Homes Services to Children's Ancillary Foster Services on January 1, 2014 and must be eligible for DD Services in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
- (2) All Children referred for DD 143 Services must have a Social Security card, a certified copy of his/her birth certificate and, if applicable, an adoption certificate or proof of US citizenship and current Oregon residence.
- (3) All Children receiving DD 143 Services funded through a Provider Enrollment Agreement (PEA) between the DD 143 Service Provider and DHS must be eligible for Oregon Health Plan Plus (OHP Plus) or Oregon Supplemental Income Program-Medical (OSIP-M), and meet Level of Care eligibility.

#### c. Standards for Children's Ancillary Foster Services

- (1) A Child is deemed to have received DD 143 Services only when the Child is enrolled with a certified foster home care Provider (Foster Provider) and the Child meets one of the following conditions.



- (a) The Foster Provider is providing Foster Care, as defined in OAR 411-346-0110 (34), for the Child in a certified child foster home and overnight care is provided in the home. Overnight care means DD 142 Services are provided for the full 24 hours of a given date; or
    - (b) The Foster Provider is providing Foster Care for the Child in a certified child foster home and the Child is receiving Relief Care, as defined in OAR 411-346-0110 (67).
  - (2) Children receiving DD 143 Services must reside in a Child Foster Home, as defined in OAR 411-346-0110 (16) with a current DHS foster home certification.
  - (3) All individuals who are employees, volunteers, or Relief Care providers of the Foster Provider must:
    - (a) Be age 18 or older;
    - (b) Possess a recent, DHS-approved criminal history background check;
    - (c) Be trained in the Child's ISP; and
    - (d) Have a valid Oregon Driver's License and proof of insurance coverage for transporting a Child for the Foster Provider.
  - (4) ISP Documentation: All Children receiving DD 143 Services must have an approved ISP. The Provider of DD 143 Services must maintain documentation, as prescribed by DHS, of each Children's Ancillary Foster Service provided as noted in the ISP.
- d. Standards for Behavioral Support**
- (1) Behavior Support.
    - (a) Individualized, positive behavioral support strategies are required for Children with I/DD receiving DD 143 Services.
    - (b) Provider shall include the Child's behavioral support strategies in the ISP.
    - (c) Foster Provider's staff must be trained in the delivery and implementation of the behavioral support strategies.
  - (2) A Child's need for DD 143 behavior consultation services will be reviewed annually, at a minimum, as part of the ISP process. For behavior consultation services authorized for more than four hours per month, the County will determine a process to review the number of consultation hours quarterly to confirm the level of support required for the Child.

e. Special Reporting Requirements

- (1) For purposes of Medicaid compliance, the Foster Provider must notify DHS when an eXPRS Disbursement Claim is submitted with a Modifier Code due to absence of a Child receiving DD 143 Services. The Provider of DD 143 Services must notify ODDS using forms and procedures designated by DHS.
- (2) Incident Reports and Emergency Notifications. The Provider of DD 143 Services shall submit a written report of any injury, illness, accident, act of physical aggression, or unusual incident, as defined in OAR 411-346-0180 (2)(d), to the CDDP Services Coordinator and to the Child's legal guardian within five working days of the date of the incident.
- (3) Unusual Incidents, as defined in OAR 411- 346-0110 (77), require immediate notification to the CDDP Services Coordinator.

f. Billing and Payment Procedures

- (1) Calculation of Service Funds. DHS will provide funds for DD 143 Services per the DHS authorized Client Prior Authorization (CPA) for a specific Child, for a specified period of time. Funding will be based on the number of hours per month of DD 143 Children's Ancillary Foster Services authorized for the Child. Unused authorized hours for DD 143 Service may not be rolled over to future months.
- (2) DHS is not obligated to pay for a unit of DD 143 Service, if a Disbursement Claim for that unit is not received by DHS within 12 months of the date Services were provided or by the date 60 calendar days after the earlier of:
  - (a) Termination of the contract or agreement with DHS;
  - (b) Termination of DHS' obligation to pay for DD 143 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 150 Standards and Procedures

**Effective Date:** July 1, 2015  
**Service Name:** Family Support Services for Children  
**Service ID Code:** DD 150

### 1. Overview.

Family Support Services for Children (DD 150 Services) are available for individuals under 18 years of age (Children) who are diagnosed with Intellectual or Developmental Disabilities (I/DD). DD 150 Services are intended to:

- a. Be a social benefit provided to all Children who are eligible to receive case management through the County;
- b. Reach as many Children and families as possible;
- c. Be individualized to each family and be built on the principles of family support and self-determination;
- d. Increase families' abilities to care for Children with I/DD; and
- e. Support the integration and inclusion of Children with I/DD into all aspects of community life.

### 2. Standards and Procedures.

#### a. Service Authorization

DD 150 Services must be authorized in advance by the County in which the Child is enrolled and 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) Children receiving DD 150 Services must be eligible for Family Support Services under OAR Chapter 411, Division 305.
- (2) Providers of DD 150 Services funded by DHS must comply with the requirements of OAR 411, Division 305. If the provider is a Personal Support Worker (PSW), the PSW must comply with the requirements of OAR Chapter 411, Division 375.
- (3) County must comply with the annual planning processes as set forth in OAR 411-305-0080 Family Support Services Annual Plan and OAR 411-320-0120 Service Planning which includes:
  - (a) Development of an Annual Plan, as defined in OAR 411-305-0020 (3), consistent with the principles for service planning and using DHS approved forms.

- (b) Using rates identified in the Office of Developmental Disability Services (ODDS) In-Home Expenditure Guidelines.
  - (4) Access to DD 150 funds will be authorized for families according to the policies and procedures established by the County and as set forth in OAR 411-305-0090 Managing and Accessing Family Support Funds. County must determine that DD 150 funds allocated to families do not exceed the DHS allotment to County for the fiscal year, and the maximum annual limits per Child established by DHS as set forth in OAR 411-305-0027 Financial Limits of Family Support Services.
    - (a) Prior to using DD 150 funds, County will assess alternate resources for support services available to the family as defined in OAR 411-305-0080(2).
    - (b) The Child Annual Plan/Family Support Plan form (SDS 4549) and the Family Support – Use of Immediate Access/Direct Assistance Funding form (SDS 0150) will be used to authorize DD 150 Services to the family.
    - (c) The Child Annual Plan/Family Support Plan will adhere to the annual limits and rates identified in the ODDS In-Home Expenditure Guidelines.
  - (5) County will allocate funds for capacity building or information and referral activities depending on available funding and according to the County's written Annual Plan described in subsection 2. b. (3) above. County will submit the Annual Plan to DHS for authorization prior to disbursing funds. Capacity building or information and referral activity funds may be used to purchase, contract for and support local projects that improve service to Children with I/DD and must follow policies and procedures prescribed by DHS.
- c. Billing and Payment Procedures
- (1) County shall draft a Plan of Care (POC) Service authorization within eXPRS upon completion of the Child's 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 or his/her delegate;
  - (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, 2015  
**Service Name:** In-Home Support for Children  
**Service ID Code:** DD 151

### 1. Overview.

In-Home Support for Children (DD 151 Services) is available for an Individual less than 18 years of age (a Child) who is diagnosed with Intellectual or Developmental Disabilities (I/DD). DD 151 Services are intended to:

- a. Maximize a Child's independence and engagement in a life that is fully integrated into the community;
- b. Increase the ability of a family to care for a Child with I/DD in the family home; and
- c. Prevent out-of-home placement or return a Child with I/DD back to the family home from a residential setting other than the family home.

### 2. Standards and Procedures.

#### a. Service Authorization

- (1) DD151 Services must be authorized in advance by the County in which the Child is enrolled and is receiving DD 48 Case Management Services. This authorization must be obtained and documented according to DHS policies and procedures.
- (2) Providers of DD 151 Services, authorized by the County must comply with the requirements of OAR Chapter 411, Division 308. If the Provider is a Personal Support Worker (PSW), the PSW shall comply with the requirements of OAR Chapter 411, Division 375.

#### b. General Performance Requirements

- (1) County shall determine the Child's eligibility status based on the following:
  - (a) For Standard Eligibility, County shall follow the Standard Eligibility rule as set forth in OAR 411-308-0060 (1).
  - (b) For General Fund Eligibility, County shall follow the General Fund Eligibility rule as set forth in OAR 411-308-0060 (2) in collaboration with the Regional Crisis Diversion Program.
- (2) County, the Child, as appropriate, and the Child's family will develop a written Individual Support Plan (ISP) or an annual plan for the Child to establish the outcomes, determine needs, plan for supports, and review and redesign support strategies for the Child's DD 151 Services.

- (3) DD 151 Services may only be provided after a plan is developed, as described in OAR 411-308-0080, is authorized by the County, and is signed by the Child's parent or guardian.
- (4) County shall submit the following documents for a Child with General Fund Eligibility to the DHS Family Support Coordinator and to the DHS Children's Services Manager for review and authorization before the DD 151 Services are provided. All documentation must be submitted on current, DHS approved forms.
  - (a) Child Annual Plan or Family Support Plan,
  - (b) Request for Funding or Renewal form, and
  - (c) Individual Support Plan for DD 151 Services.
- (5) County and the County's assigned Fund Allocation Coordinator (FAC) must receive notification of DHS' approval prior to County's implementation of the proposed DD 151 Services, as set forth in OAR 411-308-0070.
- (6) County shall submit requests to renew plans for General Fund Eligible Children for DD 151 Services to the DHS Family Support Coordinator and to the Office of Developmental Disability Services (ODDS) staff identified by DHS. Renewal requests must include the following documentation on current, DHS approved forms.
  - (a) Child Annual Plan or Family Support Plan,
  - (b) Request for Funding or Renewal form, and
  - (c) Individual Support Plan for DD 151 Services.
- (7) DHS shall provide County with a notice regarding implementation of the Child's Plan of Care (POC) for DD 151 Services. County shall enter the Child's Annual Plan information into Plan of Care in eXPRS.
- (8) For a Child accessing DD 151 Services through General Fund Eligibility, the Child's Annual Plan must include a strategy to reduce or eliminate the need for in-home supports through general funds. The strategy may include assisting the Child to access State Plan Personal Care, Waiver or Community First Choice State Plan Services or both, if eligible.
- (9) For a Child accessing DD 151 Services through the Community First Choice State Plan (K Plan), the Child's ISP for new Services and any renewals must be uploaded into POC for review by the County's Fund Allocation Coordinator. County shall enter the Child's Annual Plan information into Plan of Care in eXPRS.

New and renewal requests for K Plan DD 151 Services must include the following documentation on current, DHS approved forms.

- (a) Child Needs Assessment Summary of Hours page,

- (b) Individual Support Plan for Children's In-Home Services, also known as the budget document, and
- (c) Supplemental Assessment Document per CDDP Comprehensive In-Home Expenditure Guidelines.

**c. Billing and Payment Procedures**

- (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 County and agreed to by the Individual's guardian or representative;
- (3) Once the Individual's guardian or his/her delegate has chosen the service Provider, County shall add the service delivery lines in the Individuals POC;
- (4) Upon completion of all DHS required documentation and processes, County shall move each service delivery line to accepted status.
- (5) Upon receipt of Provider's hard copy time sheets, invoices or other County required documentation for DD 151 Services delivered by Provider, County shall enter the Provider's Claim information into POC. After review of the Claim, County shall approve or reject the Claim.
- (6) County shall review and approve or reject Provider's electronically submitted Disbursement Claims for delivered DD 151 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 156 Standards and Procedures

**Effective Date:** July 1, 2015  
**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 ODDS through [CAU.Invoice@state.or.us](mailto: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.

## Service Element DD 157 Standards and Procedures

**Effective Date:** July 1, 2015  
**Service Name:** Regional Crisis and Back-Up Services  
**Service ID Code:** DD 157

### 1. Overview.

Regional Crisis and Back-Up Services (DD157 Services) are provided by a Management Entity established in a Region (as defined below) to assist in the response to Individuals with Intellectual or Developmental Disabilities (I/DD) who are in crisis or service transition status; and to increase or strengthen the capacity of the service delivery system as a whole to respond to crisis situations and service transition needs. Coordination of DD 157 Services is the responsibility of a geographic group defined by DHS (a Region) composed of CDDPs and brokerages.

The responsibilities of the Management Entity of a Region involve:

- a. Assessing whether an Individual with I/DD meets eligibility for crisis diversion services in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
- b. Directing Individual crisis intervention services and coordinating crisis intervention services with other developmental disability services that may be ongoing through the crisis, such as employment, community inclusion, and transportation services, in order to provide continuity of services and continue to meet the Individual's identified Individual Support Plan (ISP) goals.
- c. Providing training and technical assistance to CDDPs, brokerages, service Providers, Individuals with I/DD, and their families to better respond to crisis system needs and provide pro-active support strategies for the purpose of averting crisis.
- d. Developing services to meet the capacity demands to support Individuals with I/DD and their families.
- e. Assisting CDDPs and brokerages in collaboration to facilitate and to improve access to effective services for Individuals facing mental health and addiction recovery challenges exacerbated by I/DD.
- f. Delivering other I/DD services, related to the response, prevention, and mitigation of crisis-related situations, which the CDDPs and brokerages agree can be delivered more effectively or economically in the Region.
- g. Coordinating and collaborating with the DHS Stabilization and Crisis Unit (SACU), CDDPs and brokerages for changes in service settings for adults and children in transition.



## **2. Standards and Procedures.**

### **a. General Performance Requirements**

In providing DD 157 Services, the Management Entity must:

- (1) Comply with OAR Chapter 411, Division 320.
- (2) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of DD 157 Services.
- (3) Comply with all DHS requirements designed to assure the timely and accurate enrollment, Service authorization, and Service payment for Individuals receiving the DD 157 Services.
- (4) Comply with DHS policy or Transmittals requesting action or providing policy information related to DD 157 Services.
- (5) Develop and submit for approval a Regional Crisis and Back-up Services Plan to DHS in accordance with the instructions and timelines of DHS.
- (6) Implement DD 157 Services in accordance with the approved Regional Crisis and Back-Up Service Plan.

### **b. Special Reporting Requirements**

The Management Entity must:

- (1) Provide data and information relative to the implementation of DD 157 Services upon request from DHS.
- (2) Submit semi-annual performance reports using the formats, instructions, and time lines set by DHS.
- (3) Submit a final biennial report of actual revenues and DD 157 expenditures within 60 calendar days after the end of the biennium. The biennial report provided to DHS must be in a format and with a level of detail acceptable to DHS.

### **c. Billing and Payment Procedures**

- (1) DD 157 funds are financial assistance provided to the Management Entity for the exclusive delivery of DD 157 Services. Accordingly, DHS will not track delivery of DD 157 Services or the Management Entity's service capacity on a per unit basis. Funding for DD 157 Services will be subject to the following:
  - (a) Total disbursements for all DD 157 Services delivered by Management Entity and funded by DHS shall not exceed the total funds awarded for DD 157 Services as specified in the Service Element Prior Authorization (SEPA).
  - (b) DHS' obligation to provide funding for DD 157 Services is predicated upon DHS' receipt of the Management Entity's

Regional Crisis and Back-Up Services Plan, as described section 2.a.(5) of this Standards and Procedures.

- (c) If the DD 157 expenditures reported in a semi-annual report described in section 2.b.(2) are less than 80% of the DD 157 Services funds disbursed during the period covered by the semi-annual report, DHS may unilaterally reduce the total funding for DD 157 Services to make it consistent with the actual expenditure of DD 157 Services funds. The Management Entity shall review and accept the SEPA to reflect that reduction.
  - (d) The Management Entity may request the utilization of DD 157 Services funds for an additional position to provide part-time DD 157 Services to address a short term staffing need. The Management Entity must deliver to DHS for approval a clearly defined position description that delineates the DD 157 Services related duties to be performed for the Management Entity, the duration of the position, and a precise accounting of all funding sources for the position.
- (2) DHS will disburse the funding awarded for DD 157 Services in substantially equal monthly allotments during the period specified in the SEPA, unless a different disbursement method is specified in the SEPA, subject to the following:
- (a) DHS may adjust monthly allotments, upon the written request of the Management Entity.
  - (b) DHS shall adjust monthly allotments, as necessary, to reflect changes in the funds awarded for DD 157 Services in the SEPA upon acceptance of the SEPA by the Management Entity.
  - (c) DHS' obligation to disburse funds for DD 157 Services after June 30, 2016 is conditioned on DHS' receipt of a revised Regional Crisis and Back-Up Services Plan, as described in section 2.a.(5).
- (3) Settlement will be used to confirm and reconcile any discrepancies that may have occurred between the actual DHS disbursements of funding awarded for DD 157 Services through a SEPA and the amount of DD 157 Services provided by the Management Entity based on reports required or permitted by these Standards and Procedures or an applicable special condition. All DD 157 Services funds that the Management Entity requests DHS allow to be carried over to the following fiscal year must be used solely to deliver future DD 157 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.

**INTERGOVERNMENTAL 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 2 Provision of Services, Exhibit B Part 1 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.

**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, through

submission of PPAs, 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 subcontractors, to take one or more of the foregoing actions on behalf of County except for authorizing amendments to this Agreement and SEPAs.

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

**EXHIBIT D  
GENERAL 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 2 below, as an Underexpenditure, Overexpenditure, or 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. Recovery of Funding.**

- a. Recovery of Underexpenditure or Overexpenditure.
  - (1) If DHS believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A Definitions) of moneys disbursed under this Agreement, DHS shall submit to County an e-mail, or notice of recovery, with a detailed spreadsheet or the Settlement summary report and a Settlement adjustment report attached, providing supporting data of an Underexpenditure or Overexpenditure.
  - (2) County will have 60 calendar days from the date of the notice of recovery or e-mail to respond either with an acceptance of the amount or proof of discrepancy (with corrections or additional information) in DHS' supporting data.
    - (a) If County accepts the amount, County will pay in accordance with section 2.a.(3) below.

- (b) If County provides proof of discrepancy in DHS' supporting data, the parties will engage in the appeals process described in 2.a.(4).
- (3) County shall have 30 business days from its acceptance of the notice of recovery of Underexpenditure or Overexpenditure to pay DHS in full or DHS may recover funds from future payments as described in 2.a.(5).
- (4) Appeal Process for Underexpenditure and Overexpenditure.
  - (a) Upon receipt of the County's notice to DHS that County wishes to engage in the appeals process, County and DHS shall begin non-binding discussions. The non-binding discussions must give County an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure 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 an Underexpenditure or Overexpenditure. At County request, DHS will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for recovery of an Underexpenditure or Overexpenditure. 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, within 30 calendar days of the agreement, return that amount to DHS by issuing payment to DHS or direct DHS to withhold future payments to County pursuant to section 2.a.(5) below.
  - (d) If DHS and County continue to disagree as to whether there has been an Underexpenditure or Overexpenditure 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. If both parties do not agree to further dispute resolution processes, the parties shall proceed with the recovery payment procedures described in 2.a.(5) below.

(5) Recovery from Future Payments.

- (a) To the extent that DHS is entitled to recover an Underexpenditure or Overexpenditure pursuant to section 2.a.(4), DHS may recover the Underexpenditure or Overexpenditure 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.
- (b) DHS shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure as set forth in this Section from amounts owed County by DHS. DHS shall identify the amounts owed by DHS to County which DHS intends to offset to recover the Underexpenditure or Overexpenditure 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.
- (c) DHS may look to as many future payments to County as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

**b.** Recovery of Misexpenditure.

- (1) If DHS believes there has been 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 section 2.b.(2) below.
- (2) From the effective 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:
  - (a) Make a payment to DHS of the full amount of the noticed Misexpenditure identified by DHS; or
  - (b) Notify DHS that County wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to section 2.d. below; or
  - (c) Notify DHS that it wishes to engage in the applicable appeal process set forth in section 2.c. below.

If County fails to respond within the time required by this section, DHS may recover the amount of the noticed Misexpenditure from future payments as set forth in section 2.d. below.



c. Appeal Process for Misexpenditure.

If County notifies DHS that it wishes 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 42. b. or c. of Exhibit A Definitions, County and DHS shall engage in the process described in this section 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 believes 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 section 2.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 42. 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 section 2.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 section 2.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 section 2.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:
    - Assistant Director of the Office of Developmental Disability Services;
    - Executive Assistant to the Administrator; or
    - Deputy Administrator 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, six years from the date of the writing. 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 expenditure in violation of this Agreement or law or any other applicable authority.
- 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 section 2.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.

**3. Additional Provisions with respect to Underexpenditures, Overexpenditures 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 Underexpenditures, Overexpenditures and Misexpenditures 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 3 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.

4. **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.

5. **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.
- d. 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.
- e. 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.

**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. 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.

**8. Reporting Requirements.**

County shall prepare and furnish the following information to DHS when a DD Service is delivered:

- a. Semi-annually report to DHS the FTE utilized for Service Elements DD 02, DD 48, DD 55, and DD 157, if applicable. The semi-annual report will be submitted using a DHS approved format.
- b. Quarterly report to DHS the number of Individuals found ineligible for DD Services and why they were ineligible. The quarterly ineligibility report will be submitted using a DHS approved format.

**9. Operation of CDDP.** County shall operate or contract 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.

**10. 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.

**11. Technical Assistance.** During the term of this Agreement, DHS shall provide technical assistance to County in the delivery of DD Services to the extent resources are available 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.

**12. Payment of Certain Expenses.** If DHS requests that an employee of County or a citizen of County attend DHS training or a DHS conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual

in attending the training or conference, DHS may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf>) as of the date the expense was incurred and only to the extent that DHS determines funds are available for such reimbursement.

13. **Effect of SEPA Amendments Reducing Funding.** If County and DHS amend the SEPA 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 and County may, from and after the date of the SEPA, 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. 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.
14. **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.
15. 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.
16. **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.
17. **Provider Monitoring.** County shall monitor each Provider's or Subcontractor's delivery of DD Services to Individuals that County is responsible for case managing and promptly report to DHS when County identifies a deficiency in a Provider's or Subcontractor's delivery of a DD Service or in a Provider's or Subcontractor's compliance with the Service Element Standards and Procedures. County shall take all necessary action(s) to remedy any identified deficiency on the part of County, Provider or Subcontractor.

**INTERGOVERNMENTAL 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. FOR THE TIME PERIOD BETWEEN THE EFFECTIVE DATE OF THIS AGREEMENT AND 90 CALENDAR DAYS AFTER THE IMPLEMENTATION OF PLAN OF CARE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR

UNINTENTIONAL ERRORS IN AN INITIAL ENTRY INTO A PLAN OF CARE OR FOR ANY ERRORS CAUSED BY eXPRS RELATED TO A PLAN OF CARE. 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 and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds provided hereunder or any DD Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.
  - 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 was 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.

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.

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.
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:** Deschutes County  
Jane Smilie  
1340 NW Wall Street  
Bend, OR 97701  
Telephone: 541-322-7554  
Facsimile Number: 541-330-4636

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 \$100.00 or more.

Software when the acquisition cost is \$100.00 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 92.32, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

**INTERGOVERNMENTAL AGREEMENT  
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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.

**INTERGOVERNMENTAL 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 DHS 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 Services related to this Contract.

**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 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.