



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 February 10, 2016**

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**DATE:** February 4, 2016

**FROM:** Nancy Mooney, Contract Specialist      Phone: 322-7516  
Health Services, Behavioral Health Division

**TITLE OF AGENDA ITEM:**

Consideration of Board Signature of Document #2015-692, Agreement between PacificSource Community Solutions, Inc. and Deschutes County Health Services (DCHS).

**PUBLIC HEARING ON THIS DATE?** No

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County Health Services will provide Adult Mental Health Initiative (AMHI) Services to Deschutes County residents in need of individualized community-based services and supports in the least restrictive environment possible.

Pacific Source Community Solutions, Inc., (PSCS) delivers healthcare solutions to businesses and individuals throughout the Northwest and is an independent, wholly-owned subsidiary of PacificSource Health Plans a non-profit community health plan. PSCS has been providing Medicaid plans to Oregonians since 1995 and currently offers Oregon Health Plans (OHP) coverage to individuals who need help through the PacificSource Coordinated Care Organization (CCO).

The Adult Mental Health Initiative known as AMHI ("Aim-High") is designed to promote more effective utilization of current capacity in facility based treatment settings, increase care coordination and increase accountability at a local and state level. It is also designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the least restrictive environment possible and use of long-term institutional care is minimized. County shall provide oversight and care coordination and facilitate access to services consistent with the clinical needs of AMHI Individuals and the purpose of AMHI.

**FISCAL IMPLICATIONS:**

PSCS will distribute payments of \$103,246.90 on a quarterly basis. Deschutes County Health Services will qualify for a performance payment at the end of the fiscal year if all performance requirements are met in accordance with the Oregon Health Authority. The maximum compensation is expected to be \$412,987.63.

**RECOMMENDATION & ACTION REQUESTED:**

Behavioral Health requests approval.

**ATTENDANCE:** Nancy Tyler, Adult Treatment Supervisor

**DISTRIBUTION OF DOCUMENTS:**

Executed copies to: Nancy Mooney, Contract Specialist, 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:** January 28, 2016

**Department:** Health Services, Behavioral Health

**Contractor/Supplier/Consultant Name:** PacificSource Community Solutions, Inc.

**Contractor Contact:** Kirk Dantzman **Contractor Phone #:** 503-210-2523

**Type of Document:** Letter of Agreement (LOA)

**Goods and/or Services:** Deschutes County Health Services will provide Adult Mental Health Initiative (AMHI) Services to Deschutes County residents in need of individualized community-based services and supports in the least restrictive environment possible.

**Background & History:** PSCS delivers healthcare solutions to businesses and individuals throughout the Northwest and is an independent, wholly-owned subsidiary of PacificSource Health Plans a non-profit community health plan. PSCS has been providing Medicaid plans to Oregonians since 1995 and currently offers Oregon Health Plans (OHP) coverage to individuals who need help through the PacificSource Coordinated Care Organization (CCO).

The Adult Mental Health Initiative known as AMHI ("Aim-High") is designed to promote more effective utilization of current capacity in facility based treatment settings, increase care coordination and increase accountability at a local and state level. It is also designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the least restrictive environment possible and use of long-term institutional care is minimized. County shall provide oversight and care coordination and facilitate access to services consistent with the clinical needs of AMHI Individuals and the purpose of AMHI.

Deschutes County will invoice PacificSource on a quarterly basis for the amount of \$103,246.90. Deschutes County Health Services will qualify for a performance payment at the end of the fiscal year if the Central Oregon Region has met all of the performance requirements as determined by Oregon Health Authority Health Systems.

**Starting Date:** July 1, 2015 **Ending Date:** June 30, 2016

**Annual Value or Total Payment:** Maximum compensation is \$412,987.63.

☒ Insurance Certificate Received (check box)  
Insurance Expiration Date: N/A

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

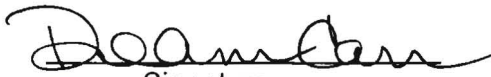
Contact information for the person responsible for grant compliance: Name:   
Phone #:

**Departmental Contact and Title:**

Nancy Mooney, Contract Specialist


**Phone #:** 541-322-7516

**Deputy Director Approval:**

  
Signature

2-3-16  
Date

**Department Director Approval:**

  
Signature

2-3-16  
Date

**Distribution of Document:** Return original to Nancy Mooney.

**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 2/4/16

Document Number 2015-692

\*To Dave Doyle,

RE: LOA effective date.

Received LOA draft from Pacificsource 10/13/15. Management and PacificSource has been revising language and contract was not approved until 01/28/2016.

**Nancy Mooney**

2015-692

**From:** Nancy Tyler  
**Sent:** Wednesday, January 27, 2016 5:35 PM  
**To:** 'Kirk Dantzman'; Ralph Summers  
**Cc:** DeAnn Carr; Nancy Mooney  
**Subject:** RE: AMHI contract

Excellent- thanks Kirk! We're ready to move forward!  
Nancy

-----Original Message-----

**From:** Kirk Dantzman [<mailto:Kirk.Dantzman@pacificsource.com>]  
**Sent:** Wednesday, January 27, 2016 3:02 PM  
**To:** Nancy Tyler; Ralph Summers  
**Cc:** DeAnn Carr; Nancy Mooney  
**Subject:** RE: AMHI contract

Hi Nancy,

1.11 was removed from the final AMHI agreement. Health Plan/Provider coordinating participation is already addressed in the following provisions in the agreement: 1.2 (iii) (iv) (vii), 1.5, (i) (ii) (iii), and 3.4 as a Lead duty. It is redundant to have it again as a Health Plan duty.

In response to clarify Deschutes County residents I added the following language to the 5th paragraph on the first page of the agreement: Provider shall provide oversight and care coordination of individuals whose county of residency falls within Deschutes County and who meet the definition of the AMHI target population ("AMHI Individuals") to facilitate access to services consistent with the clinical needs of the AMHI Individuals and the purpose of AMHI.

Kirk

Kirk Dantzman  
Provider Contracting Representative  
PacificSource Health Plans  
Phone: 503.210.2523  
Fax: 503.697.1075

-----Original Message-----

**From:** Nancy Tyler [<mailto:Nancy.Tyler@deschutes.org>]  
**Sent:** Tuesday, January 26, 2016 3:55 PM  
**To:** Kirk Dantzman <[Kirk.Dantzman@pacificsource.com](mailto:Kirk.Dantzman@pacificsource.com)>; Ralph Summers <[Ralph.Summers@pacificsource.com](mailto:Ralph.Summers@pacificsource.com)>  
**Cc:** DeAnn Carr <[DeAnn.Carr@deschutes.org](mailto:DeAnn.Carr@deschutes.org)>; Nancy Mooney <[Nancy.Mooney@deschutes.org](mailto:Nancy.Mooney@deschutes.org)>  
**Subject:** FW: AMHI contract

Hi Kirk and Ralph-just checking back on this. The specific comment- if this helps was: Just to clarify- we assume we're all saying Deschutes Ct residents hospitalized in Deschutes Ct.  
Thanks! Nancy



**PacificSource**  
Community Solutions

**Letter of Agreement**  
**Adult Mental Health Initiative**  
**Deschutes County Health Services Department**  
**Effective: July 1, 2015 – June 30, 2016**

This Letter of Agreement (“Agreement”) is made between, **PacificSource Community Solutions, Inc., an Oregon Corporation** (“Health Plan”) and **Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services Department** (“Provider”), collectively referred to as “party” or “parties”, is effective July 1, 2015 – June 30, 2016.

PacificSource Community Solutions is contracted with the State of Oregon, acting by and through the Oregon Health Authority (“OHA”), Health Systems Division (Formerly “AMH” & “DMAP”), to implement and administer services under the Oregon Health Plan and other target populations as defined in this agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, and for the mutual reliance of the parties in this Agreement, the parties hereby agree as follows:

The Adult Mental Health Initiative (“**AMHI**”) is designed to promote more effective utilization of current capacity in facility based treatment settings, increase care coordination and increase accountability at a local and state level. It is also designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the least restrictive environment possible and use of long term institutional care is minimized.

Provider shall provide oversight and care coordination of individuals whose county of residency falls within Deschutes County and who meet the definition of the AMHI target population (“AMHI Individuals”) to facilitate access to services consistent with the clinical needs of the AMHI Individuals and the purpose of AMHI. Provider shall provide the services noted within this agreement and shall ensure funds received are used only for the provision of flexible services, supports and rehabilitative services described and are tailored to the needs of each AMHI Individual. The AMHI target population is defined as: Individuals who are eighteen (18) years of age or older and due to a mental illness who;

- i. Currently reside at an institution listed in ORS 179.321 and includes patients residing within a Neuro/Gero ward at Oregon State Hospital in Salem, Oregon.
- ii. Currently reside in a licensed community-based setting listed in ORS 443.400 and includes licensed programs designated specifically for young adults in transition.

- iii. Are under a civil commitment pursuant to ORS Chapter 426.
- iv. Were under a civil commitment pursuant to ORS Chapter 426 that expired in the past twelve (12) months.
- v. Would deteriorate to meeting one of the criteria listed in i to iv above without treatment and community support.

The target population does not include individuals who are under the jurisdiction of the Psychiatric Security Review Board.

Provider shall meet the following performance requirements and shall ensure funds received are used only for the provision of described in this agreement are tailored to the needs of each AMHI Individual.

**1. Performance Requirements.** Provider shall perform the following responsibilities:

**1.1 Supported Housing.**

- i. Develop supported housing resources.
- ii. Coordinate access, subject to availability of funds, to safe and affordable housing.
- iii. Management and distribution of Rental Assistance program resources.

**1.2 Exceptional Needs Care Coordination.**

- i. Provider will hold a face-to-face meeting with every individual referred to Oregon State Hospital (OSH) from an acute care setting within seventy-two (72) hours of the referral to assess if diversion from the State Hospital Waitlist is possible;
- ii. Provider will hold a face-to-face meeting with every non-forensic OSH admission within seventy-two (72) hours of admission resulting in a preliminary discharge plan and a preliminary individualized recovery plan for that individual;
- iii. Provider and Health Plan will coordinate to ensure that there is participation in the State Hospital Interdisciplinary Team (IDT) meetings for each individual from the Provider's service area;
- iv. Provider and Health Plan will coordinate treatment planning team meetings for individuals originating from within the Provider's service area and temporarily receiving treatment at one of the OSH campuses with the goal of assuring appropriate community-based services and supports are developed and available upon IDT determination that the individual no longer requires hospital level of services;
- v. Provider will ensure administration of standardized tools to determine individual's needs and setting (including Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS), Level of Service Inventory (LSI) or other tools prescribed by OHA);

- vi. Provider and Health Plan will collaborate to ensure systemic monitoring of individual's need and access to services; and
  - vii. Provider and Health Plan will collaborate to ensure individuals have access to all appropriate benefits and resources available;
- 1.3 Crisis and Mobile Crisis Services: Ensure access to mobile crisis services as needed as a part of comprehensive community treatment.
- i. Provide crisis services, including but not limited to, twenty-four (24) hours a day, seven days a week screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested; and
  - ii. Mobile crisis services are crisis services delivered in an individual's home, a public setting, in a school, in a residential program or in a hospital to enhance community integration. Mobile crisis services may include:
    - A. Mental health crisis assessment;
    - B. Brief crisis intervention;
    - C. Assistance with placement in crisis respite or residential services;
    - D. Initiation of civil commitment process if applicable;
    - E. Assistance with hospital placement; and
    - F. Connecting the individual with ongoing services and supports.
- 1.4 Rehabilitative Mental Health Treatment Services.
- i. Ensure individuals who are not enrolled in managed care have access to community-based rehabilitative mental health treatment; and
  - ii. Ensure the promotion and coordination of services described in (1.4)(i.) above in the community.
- 1.5 Transition Planning and Management.
- i. Provider and Health Plan will collaborate to ensure utilization management of existing residential resources;
  - ii. Provider and Health Plan will collaborate to ensure residential treatment coordination occurs to assist both non-Medicaid and Medicaid enrolled individuals who are not enrolled in managed care in transitioning between licensed facilities and from licensed facilities to independent living; and
  - iii. Provider and Health Plan will collaborate to provide OHA with admission and discharge information for both non-Medicaid and Medicaid enrolled individuals who are not enrolled in managed care receiving personal care and rehabilitative mental health services in licensed community-based settings.
- 1.6 Promote peer run and peer delivered services.
- i. Peer run and peer delivered services are provided by individuals who have successfully engaged in their own personal recovery, and demonstrate the core competencies for Peer Support Specialists, as defined by OAR 410-180- 0300 through 410-180-0380, which may be revised from time to time;



- ii. Peer Support Specialists are compensated for delivering Peer Delivered Services;
- iii. The provider shall maintain policies and procedures that facilitate and document accessibility to a full range of peer run and peer delivered services;
- iv. Ensure each individual reported to OHA as an MHS 37- AMHI service recipient has an individualized recovery plan subject to recipient choice; and
- v. Match individuals with peers who are best suited to assist in achieving goals in the individualized recovery plan. These services are provided by individuals who share a similar experience and promote recovery.

1.7 Recovery-Oriented Services.

- i. Develop recovery oriented services based on identified individual and community needs that are culturally responsive and geographically accessible; and
- ii. Develop purchasing strategies that encourage consumer self-direction, including but not limited to, developing voucher payment methods for some services.

1.8 Guardianship.

- i. Provider may establish criteria for financially supporting guardianship; and
- ii. Provider may prioritize support of court costs to establish non-paid family member as guardian.

2. **Monitoring and Administrative Functions.** Provider shall perform the following monitoring and administrative functions:

- 2.1 Monitor AMHI client outcomes, service access and utilization.
- 2.2 Document, track and report all qualifying events which justify performance payments as described below.
- 2.3 Document and track client level of care movement against established benchmarks and performance standards to ensure clients are transitioning toward independent living.
- 2.4 Tracks outcomes, access and service utilization patterns and uses data to drive service delivery improvements.
- 2.5 Uses reports and data to drive improvement processes at all levels.
- 2.6 Submit all reports as directed within this agreement which are complete and accurate within the prescribed time frames.
- 2.7 Receive and monitor Ready to Transition (RTT) clients from the OSH and Average Daily Population (ADP) OSH reports.

3. **Designating a Lead.** Provider shall designate a staff person as the AMHI Lead (the“Lead”). Health Plan shall contact the Lead for all matters related to the work performed by Provider under this agreement. The Lead shall:

- 3.1 Using the definition of the AMHI target population, review medical record documentation, LOCUS (or other authorized level of care tool prescribed by OHA)



results and other source materials to evaluate whether AMHI criteria is met and determines if each referral will be accepted into AMHI and when clients will be discharged.

- 3.2 Receive and monitor RTT and ADP OSH reports.
- 3.3 Ensure the administration of the LOCUS (or other authorized level of care tool prescribed by OHA) at specified intervals and/or when clinical indicated as the client progresses through the continuum of care and ensure LOCUS supports client's current Level of Care (LOC) placement within the continuum of care.
- 3.4 Perform care coordination, transitional planning and management which facilitates timely access to services and supports consistent with clinical needs of the client and the AMHI which includes monitoring utilization of the target population.
- 3.5 Coordinate local treatment planning team meetings and develop a plan which ensures a smooth and rapid transition to a lower level of care for clients in the service area temporarily residing at the State hospital.
- 3.6 In coordination with the Health Plan, assure representation at all IDT meetings and ensure appropriate community based services and supports are developed and available prior to and upon IDT determination that the client no longer requires hospital level of services.
- 3.7 Coordinate all Deschutes County client placements, receive and review clinical packets from OSH and make appropriate LOC referrals ensuring timely transfer of information required for placement.
- 3.8 Systemically monitor client needs and provide assistance to ensure clients have access to and obtain services, resources and appropriate benefits in support their individualized recovery processes.
- 3.9 Perform utilization management of existing residential resources by coordinating and tracking client transitions between licensed facilities and from licensed facilities to independent living.
- 3.10 Work with providers to ensure clients are receiving recovery oriented, culturally responsive and geographically accessible services and supports which promote autonomy, community integration and independent living.

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

- 4.1 For services provided to *AMHI service recipients* that are reimbursed directly by OHA Health Systems, Provider shall prepare and submit in a manner approved by OHA Health Systems Division, the following items for each client served:
  - i. Prior Authorization Request Form
  - ii. Plan of Care Request
  - iii. Level of Care Utilization System (LOCUS) Results (or other authorized level of care tool prescribed by OHA)
  - iv. Discharge Information Form

Items i through iii shall be submitted within three (3) calendar days upon admission of the client. Item iv shall be submitted on the day of discharge of the client.

4.2 Provider shall work with Health Plan to establish a method of meeting the contractual reporting requirements as detailed in this section. Provider and Health Plan will use established reporting method to prepare and electronically submit the following data within thirty (30) calendar days of the end of each subject month in a format approved by OHA Health Systems Division, AMHI Level of Service Intensity Determination Data that includes:

- i. An eight digit alphanumeric character Medicaid ID number or a nine digit social security number.
- ii. Client's date of birth (00/00/0000)
- iii. Client's gender
- iv. Date of referral
- v. Referral Source
- vi. Date of Determination
- vii. County
- viii. Scores for LOCUS Domains (or other authorized level of care tool prescribed by OHA)
- ix. Composite LOCUS score (or other authorized level of care tool prescribed by OHA)
- x. AMHI eligibility Y/N.
- xi. Levels of Care recommended. (Note: Base the recommended level of care on both LOCUS data and other data indicative of the client's needs and functioning.)
- xii. Date the client is determined not to be AMHI eligible or the last day the client is considered AMHI eligible. Field will be blank if the client continues to be AMHI eligible. A blank field will be considered complete.
- xiii. Type of community services provided for each individual served in unlicensed community settings; and
- xiv. Additional narrative that may help document the services and supports offered to the individual by the Health Plan.

4.3 Upon OHA Health System's or Health Plan's identification of any deficiencies in Provider or a subcontractor performance under this agreement, including failure to

expend available funding, Provider shall prepare and submit to Health Plan a PSCS approved corrective action plan (CAP). The CAP shall include the following information:

- i. The name of the sub-contractor responsible for the deficiency;
- ii. Reason or reasons for the CAP;
- iii. The date the CAP will become effective;
- iv. Proposed resolution of the deficiencies identified; and
- v. Proposed remedies, short of termination, should the Provider not come into compliance within the timeframe set forth in the CAP.

Submit reports to:

PacificSource Community Solutions, Inc.

Attn: Behavioral Health Manager,

PO Box 7469

Bend OR, 97701

Fax 541-330-4910

Reports must be prepared using forms and procedures prescribed by OHA Health Systems and Health Plan.

**II. RESPONSIBILITIES OF HEALTH PLAN.** Health Plan shall perform the following duties for the AMHI program:

- 1.1 Interface with OHA Health Systems regarding AMHI contract administration, planning, development, performance, payment or other issues as deemed necessary and appropriate by Health Plan, in its sole discretion.
- 1.2 Attend all AMHI state meetings and disseminate information appropriately.
- 1.3 Process payments received, and review, prepare and submit all AMHI financial reports to OHA Health Systems.
- 1.4 Monitor Provider's performance to ensure all reports are accurate, complete and submitted within required timeframes and that performance standards are met.
- 1.5 Document, track and report all qualifying events which justify performance payments as described below.
- 1.6 Contact other AMHI leads throughout the State to facilitate placements when regional resources are not available.
- 1.7 Provide technical assistance as it relates to quality assurance and meeting performance requirements.
- 1.8 Ensure corrective action plans are developed and submitted to OHA Health Systems as needed which includes enforcement and tracking of corrective action plans thorough to resolution.

- 1.9 Analyze and prepare AMHI performance reports, which include outcomes, access and utilization.
- 1.10 Health Plan will distribute and review reports with Community Mental Health Providers (CMHPs).
- 1.11 Receive and monitor Ready to Transition (RTT) clients from the OSH and Average Daily Population (ADP) OSH reports
2. **Joint Agreements.** Health Plan and Provider shall maintain and monitor a provider panel under contract with Health Plan, Provider or a subcontractor of either to ensure sufficient capacity and expertise to provide adequate, timely and medically appropriate access to services for the target population.
3. **Payment Calculation, Disbursement, and Settlement Procedures.** Payments for work performed under this agreement are intended to be general payments to Provider for this work. Neither Health Plan nor OHA Health Systems will track delivery of special project services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met. Provider is not authorized to bill more than the stated amount.
  - 3.1 **Compensation.** Provider agrees to submit quarterly invoices within forty-five (45) business days following each fiscal quarter for work performed on or after July 1, 2015 and on or before June 30, 2016. Provider will be reimbursed by Health Plan via direct deposit within thirty (30) business days of quarterly invoice submission. Annual payment shall not exceed \$412,987.63.
  - 3.2 **Performance Payment.** Provider will qualify for a performance payment at the end of each fiscal year if the Central Oregon Region has met all of the performance requirements as determined by OHA Health Systems. Performance targets defined by OHA are included in Exhibit 1.

### **III. GENERAL PROVISIONS**

#### **A. Safeguarding of Information**

1. **Confidential Information.** Provider 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 OHA implementing the foregoing laws, and any written policies made available to Provider by OHA. Provider shall create and maintain written policies and procedures related to the disclosure of client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
2. **Protected Health Information ("PHI").** No Party or its agents will disclose any PHI except where required by law or as provided in this Agreement. Under any circumstance, any such disclosure must comply with all applicable federal and state laws and regulations, including, but not limited to, Health Insurance Portability and Accountability Act (HIPAA).

3. Provider will ensure that technical and organizational measures are adopted (a) to protect Provider data against accidental, unauthorized or unlawful destruction, loss, damage, alteration, disclosure, access and processing and (b) as required by any applicable data protection law.
4. Provider will inform client in writing within twenty-four (24) hours of any accidental or unlawful destruction or accidental loss or damage; alteration unauthorized disclosure or access to client data.

#### **B. Termination**

1. Termination with or without Cause. This Agreement may be terminated by any Party, for any reason, upon ninety (90) days written notice to the other Parties.
2. Immediate Termination. This Agreement shall terminate immediately in the event any of the following occur: (1) a breach of any of the terms of this Agreement by a Party; (2) an order from a court of competent jurisdiction declaring this Agreement null, void, contrary to law, or otherwise terminated; or (3) an order from a state or federal agency with jurisdiction over the subject matter of this Agreement declares that this Agreement is null, void, contrary to law, or otherwise terminated.

C. **Indemnification.** Within the limits of their respective policies of general liability and other appropriate insurance coverage (minimum coverage limits as required by ORS 30.260 to 30.300), each party agrees to indemnify and hold harmless the other from all fines, claims, demands, suits, actions, or costs, including legal fees of any kind or nature arising by reason of the party's acts or omissions in the course of its performance of its obligations under this Agreement. This provision will be construed to include any and all costs associated with investigating, responding to, giving notice, or defending against a breach of security, or suspected breach of security, that results in the unauthorized disclosure of Protected Health Information.

D. **Good Standing.** Each Party represents and warrants to the others that it is duly and appropriately licensed, authorized and/or qualified to do business, and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the transaction of the business in which it is engaged.

E. **Compliance with Laws.** Each Party represents and warrants that it will perform each of its obligations under this Agreement in compliance with all applicable federal, state and local laws, including, but not limited to, HIPAA.

#### **MISCELLANEOUS**

A. **Entire Agreement.** This Agreement, and the exhibits attached hereto, represents the entire understanding between the Parties with respect to its subject matter.

B. **Amendment.** This Agreement, and the exhibits attached hereto, may only be amended in writing and signed by the Parties. The Parties agree to take any actions required to

amend this Agreement, and/or its exhibits, from time to time as may be necessary to ensure compliance with all applicable federal and state laws and regulations.

- C. Relationship.** Each Party will perform its obligations pursuant to this Agreement as an independent contractor. Nothing contained in this Agreement is intended to give rise to any agency, subcontractor, partnership, or joint venture relationship between the Parties or to impose upon the Parties any of the duties or responsibilities of such a relationship.
- D. Third Party Beneficiaries.** This Agreement does not confer any legal rights on any third party, nor is it the intention of any Party hereto to create or confer any rights.
- E. Successors and Assigns.** This Agreement is binding upon and will inure to the benefit of the Parties and their successors and assigns. This Agreement may not be assigned, delegated, or otherwise transferred by a Party, under any circumstances, without the prior written consent of the other Party.
- F. Governing Law.** The validity, construction, and interpretation of this Agreement, including the rights and duties of the Parties hereto, shall be governed by the laws of the State of Oregon.
- G. Severability.** Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, however, if any provision is deemed to be invalid or unenforceable for any reason, then the Agreement shall be ineffective as to that provision only, and the remainder shall continue in full force and effect.
- H. Notices.** All notices and other communications sent pursuant to this Agreement must be in writing and will be deemed to have been given on the date delivered personally, sent by facsimile, mailed by certified mail, or overnight delivery to the other Parties:

To PacificSource Community Solutions, Inc.:

Peter McGarry, Vice President  
PacificSource Community Solutions, Inc.  
PO Box 7469  
Bend, OR 97701

To Deschutes County:

Jane Smilie, Department Director  
Deschutes County Health Services  
2577 NE Courtney Dr.  
Bend, Oregon 97701  
Phone No. 541-322-7500

- I. Interpretation.** This Agreement shall be interpreted, to the maximum extent possible, to comply with applicable federal and state laws and regulations, including, but not limited to, HIPAA. Any and all references to "the Agreement" shall be construed to include the exhibits attached hereto, including any terms and conditions included therein.
- J. Waiver.** Any provision of this Agreement may be waived by the Party entitled to the benefit of such provision, provided that such waiver shall be in writing. Waiver of any breach or provision will not be construed as a waiver of any successive breach or provision.
- K. Covenant of Further Assurances.** Each Party covenants and agrees that it will execute and deliver any further legal instruments subsequent to the execution of this Agreement,

and without any additional consideration, as may be necessary to effectuate the state purposes herein

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives.

PACIFICSOURCE COMMUNITY SOLUTIONS

DESCHUTES COUNTY HEALTH SERVICES

By: \_\_\_\_\_  
PETER MCGARRY

By: \_\_\_\_\_  
ALAN UNGER, Chair

\_\_\_\_\_  
TAMMY BANEY, Vice Chair

\_\_\_\_\_  
ANTHONY DEBONE, Commissioner

Title: Vice President – Provider Network

Title: Board of Deschutes County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: PO Box 7469  
Bend, OR 97701

Address: 2577 NE Courtney Drive  
Bend, OR 97701