AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of March 30, 2016

DATE: March 18, 2016

FROM: Nancy Tyler, Adult Treatment Supervisor
Health Services-Behavioral Health Division

Phone: 322-7535

TITLE OF AGENDA ITEM:
Consideration of Board Signature of Document #2015-537, Agreement between Telecare Mental Health Services of Oregon, Inc. and Deschutes County Health Services (DCHS).

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:
Telecare will provide 24-hour Residential Treatment Home (RTH) services for up to ten (10) residents that have been jointly approved by County and Telecare. Residential Treatment Services are behavioral health services delivered on a 24-hour basis to individuals eighteen (18) years of age or older with mental or emotional disorders who have been hospitalized, who are at immediate risk of hospitalization, who need continue services to avoid hospitalization or who are a danger to themselves or others or who otherwise require continuing care to remain in the community. Residential Treatment Services include services delivered to individuals who the County, in conjunction with the Oregon Health Authority (OHA) has determined are unable to live independently without supervised intervention, training or support and are eligible for services funded under this Agreement.

Telecare will invoice Division of Medical Assistance Programs (DMAP) in accordance with procedures and forms prescribed by OHA. County agrees to pay Telecare funds that are received by County through the Oregon Health Authority (OHA) by amendment to the contract between Deschutes County and OHA.

FISCAL IMPLICATIONS:
Maximum compensation is $800,000

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: February 16, 2016

Department: Health Services, Behavioral Health

Contractor/Supplier/Consultant Name: Telecare Mental Health Services of Oregon, Inc.

Contractor Contact: Yvonne Mosby

Contractor Phone #: 510-337-7950

Type of Document: Personal Services Contract

Goods and/or Services: Telecare provides 24-hour Residential Treatment Home (RTH) services for up to ten (10) residents.

Background & History: Residential Treatment Services are behavioral health services delivered on a 24-hour basis to individuals eighteen (18) years of age or older with mental or emotional disorders who have been hospitalized, who are at immediate risk of hospitalization, who need continue services to avoid hospitalization or who are a danger to themselves or others or who otherwise require continuing care to remain in the community. Residential Treatment Services include services delivered to individuals who the County, in conjunction with the Oregon Health Authority (OHA) has determined are unable to live independently without supervised intervention, training or support and are eligible for services funded under this Agreement.

Telecare will invoice Division of Medical Assistance Programs (DMAP) in accordance with procedures and forms prescribed by OHA. County agrees to pay Telecare funds that are received by County through the Oregon Health Authority (OHA) by amendment to the contract between Deschutes County and OHA.

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

Annual Value or Total Payment: Maximum compensation is $800,000.

Insurance Certificate Received (check box) Insurance Expiration Date: July 1, 2016

Check all that apply:
- RFP, Solicitation or Bid Process
- Informal quotes (<$150K)
☒ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

3/1/2016
To: Dave Doyle
From: Nancy Mooney
Re: Contract Effective Date

There were a lot of challenges this year obtaining information directly from the State regarding how the funding was going to be handled for Residential Treatment Facilities and Homes. Once the funding amount was determined, Telecare Health underwent some staff changes which further delayed the contracting review and signature process. The good news is that I'm almost done with 2015 contracts.
This Agreement (the "Agreement") is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health division, hereinafter referred to as "County," and Telecare Mental Health Services of Oregon, Inc., 1080 Marina Village Pkwy, Suite 100, Alameda, CA 94501, hereinafter referred to as "Contractor."

WHEREAS, Contractor has acquired two properties to be licensed as residential treatment homes that have been approved by County and State of Oregon (hereinafter referred to as "Facilities") for individuals enrolled in behavioral health programs; and

WHEREAS, the parties agree that residential treatment homes is a preferred behavioral health care model in Central Oregon to provide residential behavioral health services;

WHEREAS, Contractor owns, manages and is capable of operating the Facilities; and

WHEREAS, County is authorized pursuant to ORS 430.670 to obtain, by contract, the services necessary to operate a community behavioral health program; and

WHEREAS, County has an agreement with the State of Oregon to ensure that County has a minimum of six (6) beds for clients who qualify for Extended Care Management Unit (ECMU) services; (now Adult Mental Health Initiative (AMHI) services),

WHEREAS, Contractor has available staff for the performance of the services described in this Agreement; and

WHEREAS, Contractor has obtained and shall continue to qualify for approval from the State of Oregon, Oregon Health Authority ("OHA") for purposes of providing services under this Agreement; now, therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. The effective date of this Agreement shall be July 1, 2015. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County accepts Contractor's completed performance or on June 30, 2016, whichever date occurs last. Agreement termination shall not extinguish or prejudice County's right to enforce this Agreement with respect to any default by Contractor that has not been cured.

2. Contractor's Services. Contractor shall provide 24-hour Residential Treatment Home (RTH) services for up to ten (10) residents that have been jointly approved by County and Contractor. Contractor shall provide RTH services described in the attached Service Description, titled "Residential Treatment Services", Service ID code MHS 28, Exhibit 1A and in accordance with OAR 309-035-0250 through 309-035-0460, in the Facilities. Contractor shall also provide out-patient mental health services to RTH residents in accordance with OAR 309-16-0600 through 309-016-0685 "Medicaid Payment for Rehabilitative Mental Health Services and OAR 309-019-0100 through 309-019-0220 Outpatient Addictions and Mental Health Services". Contractor shall screen and assess Individuals for tobacco use, and offer tobacco cessation resources to individuals choosing to quit.

3. Regulations and Duties. Contractor shall comply with all applicable provisions of the Contract between County and the State of Oregon, including applicable Service Descriptions attached thereto, in place at the time this Agreement is executed and effective July 1, 2015, the "Contract") between the Oregon Health Authority ("OHA") and Deschutes County, as the same may be amended, replaced and/or renewed from time to time. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the Contract between County and the OHA, incorporated herein by reference, as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor's performance of services under this Agreement. Any act or duty of County, imposed
upon County by OHA, which, by the nature of this Agreement, County determines to be within the scope of this Agreement and is to be performed by Contractor. Contractor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.

4. Reporting.

A. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

B. Contractor agrees to prepare and furnish such reports and data as may be required by County and the Oregon Health Authority, including but not limited to an Individual's records which contain the Individual's identification, problem assessment, Service and Support Plan (including any training and/or care plan), appropriate medical information, medical records, and Service Notes, including a service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in the administrative rules. Requested records will be submitted to the County within two weeks from the date of request. Contractor shall retain each individual's records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, an individual's records must be retained for a minimum of ten (10) years from termination or expiration of this Agreement. It is understood that due to the limited nature of Contractor's services under this Agreement, not all of these documents will have been prepared by Contractor and therefore need not be furnished. Oregon Health Authority Measures and Outcome Tracking System (MOTS) data, Community Mental Health Provider Report, and Termination Service Recording Form shall, if necessary, be completed in accordance with Oregon Health Authority requirements and submitted to Oregon Health Authority through County. Contractor agrees to, and does hereby grant County and the Oregon Health Authority the right to reproduce, use and disclose for County or Oregon Health Authority purposes, all or any part of the reports, data, and technical information furnished to County under this Agreement. Contractor shall make available to County, Oregon Health Authority and any Individual enrolled in and/or seeking services from Contractor as defined in Exhibit 1, of this Agreement, any and all written materials in alternate formats in compliance with Oregon Health Authority's policies or administrative rules. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Agreement.

C. Contractor shall submit reports as requested by County. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

To Contractor: Marshall Langfeld
Telecare Mental Health Service of Oregon, Inc.
1080 Marina Village Pkwy, Suite 100
Alameda, CA 94501
Phone No. 510-337-7950
Email: 

To County: Jane Smilie, Department Director
Deschutes County Health Services
2577 NE Courtney Dr.
Bend, Oregon 97701
Fax No. 541-322-7565
Email: jane.smilie@deschutes.org

5. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Agreement.

A. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.

1) Contractor shall retain and keep accessible all books, documents, papers and records that are directly related to this Agreement, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of seven (7) 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.

2) If an audit, litigation or other action involving this Agreement is started before the end of the seven-year (7) period, the records shall be retained until all issues arising out of the action are resolved.

B. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Agreement, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of conducting audits and examinations, making copies, excerpts and
transcripts. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.

1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.

2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Agreement.

3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

6. Confidentiality. In addition to the obligations imposed upon Contractor by Exhibit 4, Contractor shall maintain confidentiality of information obtained pursuant to this Agreement as follows:

A. Contractor shall not use, release or disclose any information Contractor shall not use, release or disclose any information concerning any employee, Individual, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Agreement except upon written consent of the County, and if applicable, the employee, individual, applicant or person.

B. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.

C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement.

D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.

E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

F. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.

G. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

H. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement or a Confidentiality Agreement with County, which, if attached hereto, shall become a part of this Agreement.

I. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to individuals which are funded in whole or in part under this Agreement. Contractor shall maintain the confidentiality of an individual's 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 Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of an individual's information and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

7. County Monitoring and Site Visits. Contractor agrees that services provided under this Agreement by Contractor, Facilities used in conjunction with such services, Individual records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under
this Agreement, shall be open for inspection by County, or its agents, at any reasonable time during business hours. Contractor agrees to retain such records and documents for a period of ten (10) years, or such longer period as may be prescribed for such records and documents by the State of Oregon Archivist or until the conclusion of any dispute or proceeding related to the services under this Agreement or involving the records of Contractor, whichever is longer. Contractor shall permit County and OHA to make site visits upon reasonable notice to monitor the delivery of services under this Agreement.

8. Payment of Agreement. Subject to availability of funds, Contractor will receive payment for providing the services described in Exhibit 1.

A. Contractor shall bill DMAP in accordance with procedures and forms prescribed by OHA for all Part B funds (as defined in Exhibit 1) that are approved by OHA as part of Contractor’s budget. Contractor agrees that payment for these services shall be DMAP’s responsibility and not County’s responsibility. Contractor shall not invoice or expect payment from County for services billed to DMAP under this subsection.

1) All Extended Care Services reimbursable service billings shall be in accordance with OHA Medicaid General Provider Rules 410-120-0000 through 410-120-1940 and MHS Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0685.

2) Contractor shall bill all Personal Care Services in accordance with forms and procedures prescribed by OHA.

3) Contractor agrees to complete, monitor and obtain all prior authorizations as needed for Extended Care Service and Personal Care Service billing submissions.

B. County agrees to pay to Contractor, all “Part A” funds received by County which are allocated by OHA for services (described in Exhibit 1) provided by Contractor or are expenditures approved by OHA in Contractor’s budget.

1) Contractor agrees that Part A funds that approved by the OHA as part of Contractor’s budget and paid to the County by amendment to the contract. County agrees to make payments received from OHA to Contractor within thirty (30) days of receipt of invoice.

2) Contractor agrees to complete and submit all documentation of expenditures for Part A funds as required by OHA and County and to comply with all requirements of the Service Description in which funding is allocated.

C. Any extension of services for the period after June 30, 2016 will be by separate agreement.

9. Payments in Future Years beyond June 30, 2016. On or around April 2016, Contractor and County may meet to review this Agreement and negotiate the program and reporting requirements, outcomes, protocols and payment to be paid by County and OHA to Contractor beginning after July 1, 2016. The parties may at that time also negotiate payment methods and amounts for one or more years after 2016.

10. Recovery of Funds. Expenditures of Contractor may be charged to this Agreement only if they: (1) are in payment for services performed under this Agreement; (2) conform to applicable State and Federal regulations and statutes; (3) are in payment of an obligation incurred during the period of this Agreement; and (4) when added to other compensation pursuant to this Agreement are not in excess of 100% of the maximum amount detailed in Exhibit 1.

If Contractor fails to provide an acceptable audit performed by a certified public accountant for federal funds received under this Agreement, or if federal authorities demand the repayment of federal funds received under this Agreement, County may recover all federal funds paid under this Agreement, unless a smaller amount is disallowed or demanded. If OHA disallows or requests repayment for any funds paid under this Agreement due to Contractors’ acts or omissions, Contractor shall make payment to the County of the amount OHA disallows or requests repayment.

In the event that the OHA determines that County is responsible for the repayment of any funds owed to the OHA by Contractor, Contractor agrees to make such payment within ten (10) days of notification by County or the OHA of said determination by the OHA.

11. Retention of Revenue and Earned Interest. Fees and third-party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the OHA, for services rendered by Contractor, and interest earned on such funds in the possession of Contractor, shall be retained by Contractor provided that such amounts are received on account a behavioral health service described in Exhibit 1 of this Agreement and complies with the standards of the OHA.
12. Withholding of Payments. Notwithstanding any other payment provision of this Agreement, should Contractor fail to submit required reports required by Section 4(A) and Exhibits 1, 2 and 3 when due, or fail to perform or document the performance of contracted services, County shall immediately withhold payments under this Agreement until the required reports have been submitted by the Contractor.

13. Termination. All or part of this Agreement may be terminated by mutual consent of both parties, or by either party at any time for convenience upon sixty (60) days' notice in writing to the other party.

The County may also terminate all or part of this Agreement for any of the causes specified below:

A. With thirty (30) days written notice, if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give more notice whenever possible.

B. With sixty (60) days written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Agreement.

C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Contractor to provide a service element under this Agreement.

D. With thirty (30) days written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Agreement (or subsequent modifications to this Agreement) within the time specified herein, or any extensions thereof.

E. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of individuals, residents, staff, or the public.

F. Failure of the Contractor to comply with the provisions of this Agreement or any applicable Federal, State and local laws and rules which may be cause for termination of this Agreement. The circumstances under which this Agreement may be terminated by either party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:

1) Acts or omissions that jeopardize the health, safety, or security of individuals.
2) Misuse of funds.
3) Intentional falsification of records.

In the case a failure to perform jeopardizes the safety and security of any residents of the facilities covered under this Agreement, the Contractor, the County and the OHA shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such investigation shall be completed in accordance with OHA procedures and the Agreement.

The Contractor may also terminate all or part of this Agreement With thirty (30) days written notice, if the "Part A" funding is not paid to Contractor as outlined in 8(B).

14. Encumbrance or Expenditure After Notice of Termination. Contractor shall not make expenditures, enter into contracts, or encumber funds in its possession that belong to the County, after notice of termination or termination as set out above, without prior written approval from County.

15. Independent Contractor. Contractor is engaged hereby as an independent contractor, as defined in ORS 670.600 and will be so deemed for purposes of the following:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this Agreement, Contractor agrees to:

1) perform the work in a good, workmanlike, and timely manner;

2) develop three (3) outcomes specific to the goal of demonstrating the successful implementation of this
Agreement as specified in Exhibit 1;
3) comply with all applicable legal requirements;
4) take all precautions necessary to protect the safety of all persons at or near facilities, including employees and patients of Contractor and County;
5) take full responsibility for wages and entitlements of Contractor's employees assigned to or furnishing services at facilities.

C. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of the County, OHA or State of Oregon, and County, OHA and State of Oregon do not have the right of direction or control of the manner in which Contractor delivers services under this Agreement or exercise any control over the activities of the Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265.

D. County is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with activities carried on under this Agreement, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature. 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, the Oregon Health Authority or County.

E. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.

16. Contractor and Subcontractors. Contractor agrees to make all provisions of this Agreement with the County applicable to any subcontractor performing work under this Agreement. Contractors who perform the work without the assistance of labor or any employee, as determined under ORS Chapter 656 and rules adopted pursuant thereto, need not obtain Workers Compensation coverage.

17. Constraints.

A. The Provisions of ORS 279B.220, 279B.230, and 279B.235, are by this reference incorporated and made a part of this Agreement:

1) Contractor shall pay employees for overtime work performed under this Agreement in accordance and otherwise comply with applicable provisions of ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 ("FLSA") (29 U.S.C 201 et. seq.).

B. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

C. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Chapter 60, Contractor agrees to comply with (i) all provisions of Executive Order No. 11246, as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965 as supplemented in Department of Labor regulations (41 CFR Part 60), (ii) Titles VI and VII of the Civil Rights Act of 1964 as amended, (iii) Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance" (iv) the Age Discrimination in Employment Act of 1974, as amended, and the Age Discrimination Act of 1975, as amended (v) the Vietnam Era Veterans’ Readjustment Assistance Act of 1975, (vi) all applicable rules regulations and order of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapters 659 and 659A (vii) Title II of the Americans with Disabilities Act of 1990 as amended (42 USC 12131 et. Seq.), ORS 30.670 to 30.685, 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 services delivered under the Agreement (viii) all regulations and administrative rules established pursuant to the foregoing laws, (ix) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (x) all federal laws governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Individual 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 USC 14402.
D. If the limitation amount specified in this Agreement for Title XIX Clinic Services exceeds $100,000, Contractor shall provide the State of Oregon with written assurance that Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) including but not limited to Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) 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 the OHA, HHS and the appropriate Regional Office of the Environmental Protection Agency.

E. Contractor shall comply with Federal rules and statutes pertaining to the Addictions and Mental Health (AMH) and Social Security (formerly Title XX) Block Grant(s); including the Public Health Services Act, especially sections 1914 (b)(1-5), 1915 (c)(12), 1916 (b)(2) and Public Law 97-35.

F. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that she/he is authorized to act on behalf of Contractor.

G. The provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference.

18. Hold Harmless.

A. To the fullest extent authorized by law Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save, hold harmless and indemnify the County, the State of Oregon and the Oregon Health Authority their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.

C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement.

19. Insurance. Prior to the effective date of this Agreement, Contractor shall obtain, at Contractor's expense, and maintain in effect all insurance requirements as specified in Exhibit 2.

20. Settlement of Disputes. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.

21. Financial Audit. Contractor shall provide a copy of its financial review or financial audit conducted by a certified public accountant within ninety (90) days following the end of each fiscal year.

22. Assignment. Contractor shall not assign this Agreement without the prior written consent of County.

23. Renewal. This Agreement may be renewed, subject to the following conditions: (1) renewal will be based on the County Annual Implementation Plan approved by the OHA, and (2) renewal is subject to the availability of funding.

24. Contractor shall comply with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. See Exhibit 3.
25. **Reductions in Agreement Funding.**

A. Any funds spent by Contractor for purposes not authorized by this Agreement shall either be paid directly by the Contractor to the County or, if not so paid, at the discretion of County, shall be applied to future payments from County to the Contractor. Payments by County in excess of authorized amounts that have not been repaid by the Contractor within thirty (30) days after the Agreement's expiration or after notification by the County, whichever date is earlier, shall be deducted from future payments from County to the Contractor or may justify termination of the Agreement.

B. In the event that a statutorily required operating license or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder will cease on the date of termination of this Agreement (whether in whole or in part) or the date of expiration or suspension of the license or letter of approval, whichever date is earlier.

26. **Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Agreement, or for any controversy arising out of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

27. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, contracts, or representations, oral or written, not specified herein regarding this Agreement.

28. **Survival.** The provisions of paragraphs 3 to 12, 15, 17 to 19, 21 to 24, shall survive the termination or expiration of this Agreement.


A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County during the term of this Agreement.

C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Agreement or during the term of the Agreement is and will be deemed a default for which Deschutes County may terminate the Agreement and seek damages and/or other relief available under the terms of the Agreement or under applicable law.

DATED this ___ day of ____________, 20___

Deschutes County Health Services

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ALAN UNGER, Chair

TAMMY BANEY, Vice Chair

ATTEST:

______________________________
Recording Secretary

DATED this ___ day of ____________, 20___

Telecare Mental Health Services of Oregon, Inc.

______________________________
MARSHALL LANGEFELD, VP and CFO
EXHIBIT 1
DESCHUTES COUNTY SERVICES AGREEMENT
Agreement No. 2015-537
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS AND SCHEDULE

Definitions:

Adult Mental Health Initiative (AMHI): AMHI is a system reform project initiated by the Oregon Health Authority (OHA). The purpose of the initiative is to improve the system of community-based long term care and residential services for people who have been in the Oregon State Hospital. The proposal is to shift resources and authority from the State of Oregon to Mental Health Organizations and counties for the referral and management of individuals placed in state hospital and residential facilities. This would only include people involved in or at risk of the civil commitment process.

Residential Treatment Services: For the purposes of this Agreement, Residential Treatment Services are behavioral health services delivered on a 24-hour basis to individuals eighteen (18) years of age or older with mental or emotional disorders who have been hospitalized, who are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a danger to themselves or others or who otherwise require continuing care to remain in the community. Residential Treatment Services includes services delivered to individuals who the County, in conjunction with the OHA has determined are unable to live independently without supervised intervention, training or support and are eligible for MHS 28 Services funded through this Agreement.

Division of Medical Assistance Programs (DMAP): An office of the Oregon Health Authority responsible for coordinating Medical Assistance Programs, including the OHP Medicaid Demonstration and the Children's Health Insurance Program (CHIP). DMAP writes and administers the state Medicaid rules for medical services, contracts with providers, maintains records of Individual eligibility and processes and pays DMAP providers.

Extended Care Services: Non-OHP Medicaid rehabilitative services that are reimbursed on a fee for service basis. These services are billed with the use of specially designated Non-Oregon Health Plan (OHP) Medicaid Extended Care Services billing codes. Use of these codes requires prior authorization by the County and Central Oregon Health Board.

Part A Funds: These funds are dispersed directly to Deschutes County by State of Oregon through Intergovernmental Contract for Financing of Community Mental Health Services.

Part B Funds: These funds are no longer awarded to Deschutes County by State of Oregon through Intergovernmental Contract for Financing of Community Mental Health Services. Funds are not dispersed directly to Deschutes County. Contractor is responsible for submitting claims directly to OHA's Division of Medical Assistance Programs (DMAP) on a fee-for-service basis.

Personal Care Services: Services delivered in Residential Treatment Homes or Facilities that include but are not limited to the following: crisis stabilization, money and household management, supervision of daily living activities, provision of care for safety and well-being, administration and supervision of medication, provision and arrangement of routine transportation, behavior management, management of diet and physical health problems.

1. Contractor shall perform the following work:

Service 1: Residential Treatment Home (RTH):

A. The purpose of RTH services is to stabilize resident's psychiatric symptoms, improve independent living skills, and then discharge the resident into an appropriate and safe level of community services of less intensity as clinically appropriate.

B. Contractor shall provide 24-hour RTH services for up to ten (10) residents. Contractor shall provide RTH services described in the attached Service Description titled "Residential Treatment Services," in accordance with OAR 309-035-0250 through 309-035-0460, in homes at two (2) locations in Deschutes County.

C. Services shall include:

1) Non-inpatient Mental Health Treatment Services in accordance with OAR 309-039-0500 through OAR 309-039-0580;
2) Residential Treatment Services, in accordance with OAR 309-035-0250 through OAR 309-035-0460;

3) Medicaid reimbursable service billings in accordance with the OHA Medicaid General Provider Rules 410-120-0000 through 410-120-1940; OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 309-016-0600 through 309-016-0650; and Outpatient Addictions and Mental Health Services 309-019-0100 through 309-019-0220.

4) Contractor must enroll all Individuals served in Oregon State’s Measures and Outcomes Tracking System (MOTS) within twenty-four (24) hours of admission and disenroll within twenty-four (24) hours of discharge.

5) Residential Screening Process: The Contractor must jointly participate with the County in a screening process for all potential admissions to a RTH facility. Contractor understands that the County must also approve any individual admitted to the facility.

D. The Contractor must ensure the following at the Facility where RTH services are provided:

1) Currently have in place and maintain throughout the life of this Agreement, licensing as a Residential Treatment Home as defined in OAR 309-035-0250 through 309-035-0460.

2) Contractor must obtain and maintain any other licenses and/or certifications as necessary or required by law or administrative rule for a provider of RTH services and as an operator of the facility. This will include Contractor maintaining approval under OAR 309-012-0130 through 309-012-0220, “Certificates of Approval for Mental Health Services”.

3) Contractor agrees to provide only those outpatient behavioral health services that are required for Contractor’s role as a residential treatment provider. Contractor agrees to not utilize this certification to establish or provide any other outpatient services within Deschutes County unless expressly approved by County under separate agreement.

E. Contractor shall provide RTH services to individuals who meet the following criteria:

1) Be eighteen (18) years or older; and

2) Be referred by the Oregon Health Authority (OHA) Adult Mental Health Initiative (AMHI) and approved by County in collaboration with the program treating referral hospital, responsible Community Mental Health Program (CMHP) and/or the Mental Health Organization (if enrolled) responsible for the Individual. (See Exhibit 1E, “Referrals”); and

3) Have an Axis I Diagnosis according to the Diagnostic and Statistical Manual of Mental Disorders; and

4) Be currently approved for Long Term Psychiatric Care by AMHI; or

5) Be referred directly by Deschutes County in accordance with County Bed Referral procedures (Exhibit 1E); or

6) Be a Medicaid eligible individual in a benefit category that allows for payments for Medicaid Rehabilitative Services.

2. County Services. County shall provide Contractor, at County’s expense, with material and services described as follows:

A. County will maintain primary responsibility for screening and approval of admissions to the residential treatment facilities and will provide Residential Specialist staff to participate in this process. County’s process of prioritization for RTH Services is as follows: Deschutes County residents; Central Oregon county residents; out-of-area residents. Screenings will be conducted in coordination with Contractor’s RTH staff, however, any resident accepted for admission to the facility must also be approved by the County for placement. Residential Specialist staff will also provide regular outreach and coordination with Contractor’s RTH staff.

B. County agrees to provide a letter of support to Contractor as part of certification application outlined in 1(B)(2) for Contractor to operate as an Outpatient Mental Health Provider within Deschutes County and to provide the required monitoring and oversight in coordination with Addictions and Mental Health Division.

C. County agrees to provide all other out-patient behavioral health services including but not limited to: medication management, individual and group therapy and supported employment services.

3. Consideration. Subject to availability of funds, Contractor will receive payment for providing the services described in Exhibit 1, Paragraph 1.

A. Contractor shall invoice in accordance with procedures and forms prescribed by OHA for all services funded under Part B dollars. Contractor agrees that payment for these services shall be OHA’s responsibility and not
County’s responsibility. Contractor shall not invoice or expect payment from County for services billed to OHA under this subsection.

1) All Extended Care Services reimbursable service billings shall be in accordance with the OHA Medicaid General Provider Rules 410-120-0000 through 410-120-1940 and MHS Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule as listed in OAR 410-172-0000 through 410-172-0160.

2) Contractor shall bill all Personal Care Services in accordance with forms and procedures prescribed by OHA.

3) Contractor agrees to complete, monitor and obtain all prior authorizations as needed for Extended Care Service and Personal Care Service billing submissions.

B. County agrees to pay to Contractor, all "Part A" funds received from OHA for services provided by Contractor as described in this Exhibit.

1) Contractor agrees to invoice County on a monthly basis for Part A payments that are approved by the OHA as part of Contractor’s budget and paid to the County by amendment to OHA State Contract. County agrees to make approved payments to Contractor within thirty (30) days of receipt of invoice and receipt of funds from the OHA.

2) Contractor agrees to complete and submit all documentation of expenditures for all Part A funds as required by OHA and the County and to comply with all requirements of the Service Description in which funding is allocated.

C. Funding for operation of the facilities will be in accordance with a budget submitted by Contractor to OHA and County and approved by OHA and County.

D. Contractor shall be entitled to reimbursement for travel expenses ☐ YES ☒ NO [Check one]

4. The maximum compensation.

A. The maximum consideration under this Agreement shall be $800,000. County will pay Contractor up to the total maximum amount allocated by Oregon Health Authority for Contractor services to the County under the contract between OHA and County. All funds allocated to County as "Part B" payments will be paid directly to the Contractor by DMAP on the County’s behalf. All funds allocated to County for services provided by the Contractor as "Part A" payments, will be paid to the Contractor directly by the County. All funds will be paid in accordance with a budget that is approved by Oregon Health Authority.

B. All funds awarded to Contractor under this Agreement are subject to Oregon Health Authority monitoring and adjustment. All adjustments in funds awarded will be made by amendment to the contract between OHA and County. Oregon Health Authority will monitor and adjust funds awarded throughout the term of this Agreement at Oregon Health Authority discretion.

C. Recovery of Overpayment: All payments made to Contractor under this Agreement are subject to recovery by OHA and/or the County in accordance with OAR 410-120-1397 Recovery of Overpayments to Providers -- Recoupments and Refunds and Service Element Descriptions for MHS 28, MHS 20, and MHS 37 funds:

1) If a federal audit of the work rendered by Contractor under this Agreement results in a refund to or disallowance by the federal government of funds paid to Contractor under this Agreement, Oregon Health Authority and/or County may recover from Contractor the amount of the refund or disallowance and any applicable Oregon Health Authority matching funds.

2) If Contractor expends funds paid to Contractor under this Agreement for purposes not authorized by this Agreement, Oregon Health Authority and/or County may recover the amount of the unauthorized expenditure from Contractor.

3) If billings under this Agreement result in payments to Contractor to which Contractor is not entitled, Oregon Health Authority and/or County, after giving written notification to Contractor, may withhold from payments due to Contractor such amounts, over such periods of time as are necessary to recover the amount of overpayment.

1 The actual funding available for PART A payments is $769,611. The consideration is increased to reflect the possibility of non-Medicaid individuals obtaining specialty funding. "Part B" payments are not included in the consideration because OHA did not include the figure in the agreement between OHA and Deschutes County for fiscal year 2015 (fiscal year is defined as July 1 through June 30).
D. Contractor may also receive funding for Start-up Special Projects as outlined in Service ID Code MHS-37, Exhibit 1-C. Contractor is responsible for expenditure of MHS 37 funds in accordance with budget approved by the OHA and for completion and submission of all required documentation of fund expenditures to County and OHA.

5. Schedule of Performance or Delivery.

A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the schedule listed in Exhibit 1, Paragraph 1.

B. County will only pay for completed work that conforms to the terms of the Agreement.

6. Renewal. This Agreement may be renewed as outlined in this Agreement and subject to the following conditions:

A. Renewal will be based on the County Annual Implementation Plan approved by the OHA.

B. Renewal is subject to the availability of funding.

7. Modification of Exhibit 1-A through 1-D, State Requirements for Behavioral Health Subcontract

In the event the State of Oregon modifies the terms of SE 28, 20, or 37, it is understood and agreed that this Agreement will also be revised accordingly. Authority to change this Exhibit to comply fully with Deschutes County's Contract with OHA shall rest with the Director of Contractor and the Director of County. Both parties must agree for the Exhibit to be modified.


County and Contractor will collaborate in the development of three (3) outcomes specific to the provisions Contractor's provision of Services provided outlined in this Agreement, with the goal of demonstrating the successful implementation of this Agreement. The outcomes shall be developed by October 31, 2015 (tentatively) and will be incorporated into this Agreement by amendment and will be in full force in effect upon signature and execution of said amendment.
This Service Description (Exhibit 1-A) is incorporated by reference herein to the extent that it is applicable to the Agreement between Contractor and County. Contractor agrees to comply with the provisions of the Service Description as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the Oregon Health Authority (OHA), applicable Federal regulations and all provisions of Federal and State statutes, relating to Contractor's performance under this Agreement.

Service Name: RESIDENTIAL TREATMENT SERVICES

Service ID Code: MHS 28

1. Service Description

   a. Residential Treatment Services (MHS 28) are:

      (1) Services delivered on a 24-hour basis to indigent individuals 18 years of age or older with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a danger to themselves or others or who otherwise require continuing care to remain in the community; and

      (2) Services delivered to individuals who the County, in conjunction with OHA, determines are unable to live independently without supervised intervention, training, or support.

   The specific MHS 28 Services delivered to an individual are determined based upon an individualized assessment of treatment needs and the development of a plan of care that is intended to promote the well-being, health, and recovery of the individual through the availability of a wide-range of residential service options.

   b. MHS 28 Services delivered in Residential Treatment Facilities as defined in OAR 309-035-0105(42), Residential Treatment Homes as defined in OAR 309-035-0260(46), or another licensed setting approved by OHA includes, but are not limited to, the following:

      (1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;

      (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;

      (3) Management of personal money and expenses;

      (4) Supervision of daily living activities and life skills such as training with nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management and using community resources;

      (5) Provision of care including assumption of a responsibility for the safety and well-being of the individual;

      (6) Administration and supervision of prescribed and non-prescribed medication;

      (7) Provision or arrangement of routine and emergency transportation;

      (8) Management of aggressive or self-destructive behavior;

      (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and

      (10) Management of physical or health problems including, but not limited to, seizures or incontinency.

   Financial assistance is dependent upon the individual served meeting defined criteria as cited in OAR 410-172-0600, OAR 410-172-0380 and OAR 309-035-0145. OHA and its designees have the authority to review clinical records and have direct contact with individuals. The County and any Providers shall notify individuals in writing of admission decisions in accordance with OAR 309-035-0145.

2. Performance Requirements

   A Provider of MHS 28 Services shall give first priority in admission to referrals for individuals transitioning from the Oregon State Hospital, second priority to referrals for individuals on the Oregon State Hospital wait list and then to all others.
A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a Residential Treatment Facility or Secured Residential Treatment Facility in accordance with OAR 309-035-0100 through 309-035-0190, or as a Residential Treatment Home in accordance with OAR 309-035-0250 through 309-035-0460, as such rules may be revised from time to time.

Other required, approved services for civil (non-PSRB) individuals that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursement will be made by invoice in accordance with Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures", Subsection b. Approved services may include one or more of the following:

(1) Additional staffing;
(2) Transportation;
(3) Interpreter services;
(4) Medical services and medications;
(5) Rental assistance, room and board, and personal and incidental funds; and
(6) Non-medically approved services including but not limited to assessment, evaluation, outpatient treatment, and polygraph.

3. Special Reporting Requirements

a. County shall complete and submit an Agreement amendment request to OHA as prescribed by OHA for any individual receiving MHS 28 Services funded through this Agreement when the individual is transferred to another residence or facility operated by the Provider, the individual is transferred to another Provider of MHS 28 Services, MHS 28 Services being provided to the individual end, or the payment rate for the individual changes. An individual's payment rate may only be changed after consultation with and approval by OHA and only if the MHS 28 Services for that individual are funded from Part A awards as defined in Section 4., "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" Subsection a.

b. If County has authorized or anticipates authorizing delivery of MHS 28 Services to an individual and wishes to reserve MHS 28 service capacity for that individual for a short period of time when the individual is not actually receiving the Services, County shall submit a written reserved service capacity payment request and an Agreement amendment request to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the reserved service capacity payment request and the Agreement amendment request, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

c. All individuals receiving Services with funds provided through this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resollaspx, as it may be revised from time to time.

4. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for MHS 28 Services in two different ways, through Part A and Part C awards. The award type is set forth in Exhibit C, "Financial Assistance Award", in MHS 28 lines in which column one will contain an "A" for Part A or "C" for Part C award.

a. The Part A awards will be calculated, disbursed, and settled as follows:

(1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 28 Services provided under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 28 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total OHA financial assistance for all MHS 28 Services delivered under a particular line of the Financial Assistance Award, containing an "A" in column one, shall not exceed the total funds awarded for MHS 28 Services as specified in that line of the Financial Assistance Award.
(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(a) OHA may, after 30 days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reports in accordance with Section 3, "Special Reporting Requirements" above or applicable special conditions;
(b) OHA may, upon written request of County, adjust monthly allotments;
(c) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 28 Services provided under that line of the Financial Assistance Award;
(d) OHA is not obligated to provide financial assistance for any MHS 28 Services that are not properly reported in accordance with Section 3, "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 28 Services, or termination of County's obligation to include the Program Area in which MHS 28 Services fall in its CMHP; and
(e) OHA will reduce the financial assistance awarded for MHS 28 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, by the amount received by a Provider of MHS 28 Services, as payment of a portion of the cost of the Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

(3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for MHS 28 Services under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this Section, amounts due to County is determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with Section 3, "Special Reporting Requirements" above or as required in an applicable Specialized Service Requirement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

b. The Part C awards does not apply to PSRB individuals as these Services are covered in the Service Description for MHS 30. The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 28 Services provided under a particular line of the Financial Assistance Award containing a "C" in column one, to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.

(a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the fee schedule for Services.

(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual. Part C awards for JPSRB non-Medically approved services is for the time period as shown only and does not carry forward into following years funding.
This Service Description (Exhibit 1-B) is incorporated by reference herein to the extent that it is applicable to the Agreement between Contractor and County. Contractor agrees to comply with the provisions of the Service Description as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the Oregon Health Authority (OHA), applicable Federal regulations and all provisions of Federal and State statutes, relating to Contractor's performance under this Agreement.

Service Name: NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS (GENERAL)

Service ID Code: MHS 20

1. Service Description

Non-Residential Mental Health Services for Adults (MHS 20) are Mental Health Services delivered to individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

Non-Residential Mental Health Services for Adults shall include one or more of the following:

a. Supported housing service payment;
b. Rental assistance; or
c. Other services and supports, e.g. rent subsidy, as needed for individuals at the sole discretion of OHA.

2. Performance Requirements

Providers of MHS 20 shall provide coordination of care services for county of responsibility residents in residential treatment programs, which include extended care managed services, regardless of the location. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the individual's transition to outpatient services.

Providers of MHS 20 Services funded through this Agreement shall:

b. Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time; and
c. Investigate and report allegations of abuse regarding served individuals and provide protective services to those individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0000 through 407-045-0980, as such statutes and rules may be revised from time to time.

3. Special Reporting Requirements

a. Providers of MHS 20 Services funded through this Agreement shall submit information and data on abuse reports, investigations and protective services involving individuals to whom the Provider provides MHS 20 Services, as such information and data is reasonably requested by OHA in order to fully understand allegations and reports of abuse, the resulting investigations and protective services and any corrective actions.
b. All individuals receiving MHS 20 Services with funds provided under this Agreement must be enrolled and that individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx, and as it may be revised from time to time.
4. Financial Assistance Calculation, Disbursement and Agreement Settlement Procedures

OHA provides financial assistance for MHS 20 Services in two different ways, through Part A and Part C awards. The award type is set in Exhibit C, "Financial Assistance Award" on MHS 20 lines in column one that contains an "A" for Part A or "C" for Part C award.

a. The Part A awards will be calculated disbursed and settled as follows:

(1) Calculation of Financial Assistance: The funds awarded under Part A award for MHS 20 Services are intended to be general financial assistance to the County for MHS 20 Services with funds provided through this Agreement. Accordingly, OHA will not track delivery of MHS 20 Services or service capacity on a per unit basis so long as the County offers and delivers MHS 20 Services as part of its CMHP. The total OHA financial assistance for all MHS 20 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column one, shall not exceed the total funds awarded for MHS 20 Services as specified in that line of the Financial Assistance Award.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part A awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

(a) OHA may, upon written request of County, adjust monthly allotments;
(b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds awarded for MHS 20 Services provided under that line of the Financial Assistance Award; and
(c) OHA is not obligated to provide financial assistance for any MHS 20 Services that are not properly reported in accordance with Section 3., "Special Reporting Requirements" above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 20 Services, or termination of County’s obligation to include the Program Area in which MHS 20 Services fall in its CMHP.

(3) Agreement Settlement: Agreement Settlement will be used to confirm the offer and delivery of MHS 20 Services by County as part of its CMHP based on the data properly reported in accordance with Section 3., "Special Reporting Requirements" above. Agreement Settlement will not apply to funds awarded for rent subsidy.

b. The Part C awards will be disbursed as follows:

(1) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award", OHA will disburse the Part C awards for MHS 20 Services provided under a particular line of the Financial Assistance Award with a "C" in column one to County per receipt and approval of a written invoice with required attachments as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month.

(a) For Medicaid eligible individuals, County shall attach a copy of the Plan Of Care and CCO refusal of payments for the item or Service. OHA will follow the Medicaid fee schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid fee schedule for Services.
(b) For non-Medicaid Services, County shall attach a copy of the bill or receipt for the item or Service to a combined monthly invoice itemized by individual.
Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this Agreement. Policies written on a “claims made” basis must be approved and authorized by Deschutes County.

**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). Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than $1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

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Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Agreement. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after this Agreement is completed.

- Required by County
- Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

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Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees, or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action.

- Required by County
- Not required by County (one box must be checked)
Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence
- $1,000,000
- $2,000,000
- $3,000,000

Automobile Liability insurance coverage for bodily injury and property damage resulting from operation of a motor vehicle.

Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this Contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

☐ Required by County  ✗ Not required by County  (one box must be checked)

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds but only with respect to Contractor’s activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured’s condition must be included in all commercial general liability policies required by this Agreement. Contractor’s coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Agreement. The Contractor shall notify County in writing at least thirty (30) days in advance of any cancellation, termination, material change, potential exhaustion of aggregate limits of non-renewal of the required insurance coverage(s) or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Tail Coverage. If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, Contractor 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 this Contract, for a minimum of twenty-four (24) months following the later of: (i) Contractor’s completion and County’s acceptance of all Services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Contractor may request and OHA may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

Risk Management

Name: Ken Harms
Type Name: Loss Prevention Specialist
Date: 3/22/16
Contractor shall comply with the following federal requirements. For the purposes of this Contract, 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.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. 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) 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, (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 law governing operation of Community Mental Health Programs, including without limitation, 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 Services in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** If this Contract, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds $100,000 then Contractor shall 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 506 (33 U.S.C. 1388), 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall 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.


5. **Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor’s knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting 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, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

c. The Contractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. 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 Contractor under this Contract 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.

f. No part of any federal funds paid to Contractor 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 (b) and (c) 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 Contractor under this Contract 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.


7. Audits. Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a contractor expends $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a contractor expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) days of completion. If a contractor 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, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. Debarment and Suspension. County shall not permit any person or entity to be a contractor if the person or entity is listed on the non-procurement portion of the System For Award Management (SAM) “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors 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. Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor 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 Contractor’s workplace or while providing Services to OHA clients. Contractor’s notice shall specify the actions that will be taken by Contractor 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 Contract 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 Contract, 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 (5) days after such conviction; (v) Notify OHA within ten (10) 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 (vii) above; (ix) Neither County, Contractor nor any of County’s or Contractor’s employees, officers, agents may provide any Service required under this Contract 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 the County or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor, County or Contractor’s employees, officers, agents performance of essential job function or creates a direct threat to OHA 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 section may result in termination of this Contract.


11. Medicaid Services. To the extent Contractor provides any service in which costs are paid in whole or in part by Medicaid, Contractor 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. Section 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. Section 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 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 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. Contractor shall acknowledge Contractor’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 Contract and any other Medicaid Agreement) 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. ADA. Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) 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.

13. Agency-Based Voter Registration. If applicable, Contractor 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.

a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any contractor 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 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; (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. 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.

c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Services.

a. Women’s or Parent’s Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:

(1) Treat the family as a unit and admit both women or parent and their children if appropriate.

(2) Provide or arrange for the following services to pregnant women and women with dependent children:

(a) Primary medical care, including referral for prenatal care;

(b) Pediatric care, including immunizations, for their children;

(c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care.

(d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children’s developmental needs and issues of abuse and neglect; and

(e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

b. Pregnant Women. If Contractor provides any A&D Services other than A&D 70, A&D 80, A&D 81 or A&D 82 Services, Contractor must:

(1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services;

(2) Perform outreach to inform pregnant women of the availability of treatment services targeted to them and the fact that pregnant women receive preference in admission to these programs;

(3) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, refer the women to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the individual is enrolled with will ensure that Interim Services are being offered. If the individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the Provider from the county of the individual’s residence that is referring the individual to residential services will make available counseling...
on the effects of alcohol and drug use on the fetus within forty-eight (48 hours), including a referral for
prenatal care.

c. Intravenous Drug Abusers. If Contractor provides any A&D Services other than A&D 70, A&D 80, A&D 81 or A&D 82 Services, Contractor must:

(1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;

(2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven days.

(3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the individual to another provider with treatment capacity, admit the individual to treatment not later than:

   (a) 14 days after the request for admission to Contractor is made; or

   (b) 120 days after the date of such request if no provider has the capacity to admit the individual on the date of such request and, if interim services are made available not less than 48 hours after such request.

d. Infectious Diseases. If Contractor provides any A&D Services other than A&D 70, A&D 80, A&D 81 or A&D 82 Services, Contractor must:

(1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every individual seeking Services from County; and

(2) Routinely make tuberculosis services available to each individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis Services.

(3) For the purposes of (2) above, “tuberculosis services” means:

   (a) Counseling the individual with respect to tuberculosis;

   (b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and

   (c) Appropriate treatment services.

e. OHA Referrals. If Contractor provides any A&D Services other than A&D 70 services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by OHA.

f. Barriers to Treatment. Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:

(1) Providing, if needed, hearing impaired or foreign language interpreters.

(2) Providing translation of written materials to appropriate language or method of communication.

(3) Providing devices that assist in minimizing the impact of the barrier.

(4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
g. Misrepresentation. Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.

h. Oregon Residency. A&D Services funded through this Contract, except for A&D 80, A&D 81 or A&D 82 may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as a resident so long as the individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.

i. Tobacco Use. If Contractor has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered on the grounds of such facilities.

j. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering an Addiction Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Service to that individual.

16. Community Mental Health Block Grant. All funds, if any, awarded under this Contract for MHS 20, MHS 22, MHS 37 or MHS 38 Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 et. seq., and Contractor shall comply with those restrictions.

17. Substance Abuse Prevention and Treatment. To the extent Contractor provides any Service whose costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66). Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2.
WHEREAS, in connection with the performance of the Services, Telecare Mental Health Services of Oregon, Inc., and Deschutes County may receive from each other or otherwise have access to certain information that is required to be kept confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, “HIPAA”) and the federal Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”);

Therefore, in consideration of the foregoing premises and the mutual covenants and conditions set forth below and in that Deschutes County Services Agreement executed between Telecare Mental Health Services of Oregon, Inc., and Deschutes County, and intending to be legally bound hereby, Telecare Mental Health Services of Oregon Inc., and Deschutes County agree as follows.

1. INTRODUCTION
The Parties hereto agree that the effective date of this Confidentiality Agreement (the “Agreement”) shall be retroactive to July 1, 2015 (Effective Date) by and between Telecare Mental Health Services of Oregon, Inc., (“Contractor”) and Deschutes County, Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services (“County”), collectively referred to herein as “Party” or “Parties”.

2. DEFINITIONS

2.1 “Disclosure” means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Contractor’s organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.

2.2 “Electronic Protected Health Information” or “EPHI” means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, “electronic media” includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.

2.3 Health Care Component means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.

2.4 “Protected Health Information” or “PHI” means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by either Party from or on behalf of either Party, or is created by either Party, or is made accessible to either Party by either Party.

2.5 Secretary means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

2.6 Services means Residential Treatment Home Services provided by Contractor’s staff, as part of services identified in the Deschutes County Services Agreement to which this Exhibit 4 is attached.

2.7 Use (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, retention, or analysis of such information to, from or within either Parties’ organization.

3. AGREEMENT Each Party agrees that it shall:

3.1 not use PHI except as necessary to provide the Services.
3.2 not disclose PHI to any third party without the other Party’s prior written consent, except as required by law;
3.3 not use or disclose PHI except as permitted by law.
3.4 implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
3.5 comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
3.6 mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
3.7 promptly report to the other Party any use or disclosure of PHI not permitted by this Agreement of which it becomes aware.
3.8 make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining Party’s compliance with HIPAA.
3.9 ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Party with respect to security and privacy of such information.
3.10 make PHI available to the other Party as necessary to satisfy the other Party’s obligation with respect to individuals’ requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
3.11 make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party’s obligations under 45 CFR 164.526.
3.12 to the extent the a Party is to carry out one or more obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Party in the performance of such obligation(s).
3.13 If a Party (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect a Party’s books and records relating to the use and disclosure of PHI, the Party, to the extent it is not legally prohibited from so doing, shall promptly notify the other Party and cooperate with the other Party in connection with any reasonable and appropriate action the Parties deem necessary with respect to such PHI.
3.14 If any part of a Party’s performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
   A. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of either Party, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
   B. report to the other Party any security incident relating to the EPHI that either Party maintains.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

4.1 Parties agree to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Parties will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven (7) business days after Party discovers such HIPAA Breach, unless the Party is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.

4.2 For purposes of reporting a HIPAA Breach to the other Party, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to a Party or, by exercising reasonable diligence, would have been known to the Party. Parties will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Party. No later than seven (7) business days following a HIPAA Breach, Party shall
provide the other Party with sufficient information to permit the other Party to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, et seq.

4.3 Specifically, if the following information is known to (or can be reasonably obtained by) a Party, the Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party regarding the HIPAA Breach, including but not limited to the information described herein.

4.4 Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Parties agree to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, a Party believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.

4.5 Breach Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the Party’s use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party’s breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

5. OTHER PROVISIONS

5.1 A breach under this Agreement shall be deemed to be a material default in the Parties’ Room Use Agreement.

5.2 Both Parties authorize termination of this Agreement by the other Party if a Party determines the other Party has violated a material term of this Agreement.

5.3 To the extent there are any inconsistencies between this Agreement and the terms of any terms of any other agreement, either written or oral, between County and Clinic, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, either as individuals, or by their officers, thereunto duly authorized.

Contractor:
BY: ____________________________
Signature: ______________________
Name: Marshall Layfield
Title: SVP/ CFO
Date: 3/18/16

Deschutes County Health Services:
BY: ____________________________
Signature: ______________________
Name: Jane Smielo
Title: Director
Date: 3/7/16
1. **Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in Exhibit 1 of this Contract ("Services"), 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 Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.

   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. If this Contract requires Contractor to deliver alcohol, drug abuse and addiction services, Contractor may not use the funds paid to Contractor under this Contract for such services:

      1. To provide inpatient hospital services;
      2. To make cash payments to intended recipients of health services;
      3. To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
      4. To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
      5. To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)).

   d. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal OMB Circular 45 CFR Part 75 as applicable on Allowable Costs.

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

   a. **Access to Records and Facilities.** County, the Oregon Health Authority, 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 the Oregon Health Authority 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 seven (7) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration 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 the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.

   d. **Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain an Individual record for each Individual who receives services under this Contract. The Individual record must contain:

      1. Client identification;
(2) Problem assessment;
(3) Services and supports, training and/or care plan;
(4) Medical information when appropriate; and
(5) Service notes including service conclusion summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain individual records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract.

e. **Safeguarding of an Individual’s Information.** Contractor shall maintain the confidentiality of records of individual’s 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 Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of Individual’s information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**
All individuals receiving services with funds provided under this Contract must enroll and maintain that client’s record in either:

Measures and Outcome Tracking System (MOTS) as specified in AMH’s MOTS Reference Manual located at: http://www.oregon.gov/ohalamh/mots/internalresources/MOTS%20Reference%20Manual.pdf, as may be revised from time to time.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Services, Contractor shall:

a. Make available to an Individual, without charge to the Individual, upon the Individual’s, the County’s or the Oregon Health Authority’s request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority’s administrative rules or by the Oregon Health Authority’s written policies made available to Contractor.

b. Make available to an Individual, without charge to the Individual, upon the Individual’s, County’s or the Oregon Health Authority’s request, any and all written materials in the prevalent non-English languages in the area served by Contractor.

c. Make available to an Individual, without charge to the Individual, upon the Individual’s, County’s or the Oregon Health Authority’s request, oral interpretation services in all non-English languages in the area served by Contractor.

d. Make available to an Individual with hearing impairments, without charge to the Individual, upon the Individual’s, County’s or the Oregon Health Authority’s 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 and all subcontractor contracts related to this Contract.

4. **Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

a. Individual, service and financial information as specified in the applicable service description attached hereto and incorporated herein by this reference.

b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit 4, Required Federal Terms and Conditions, Section 15, Disclosure.

5. **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 the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against individuals with disabilities;

c. all state laws requiring reporting of abuse of an Individual; (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. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H to the certain 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon Health Authority dated as of July 1, 2013, which Exhibit is incorporated herein by this reference. 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.

6. 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, the Oregon Health Authority or County.

7. To the fullest extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Agreement.

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. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.

10. Contractor(s) that are not units of local government as defined in ORS 190.003 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 2 of this Agreement.

11 Contractor(s) that are not units of local government as defined in ORS 190.003, 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 Provider 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. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**CONTACT**

**PRODUCER**

MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94104
Att: San Francisco.Cert@marsh.com / (f. 212-948-0398
072624-TELCO-GAWUE-15-16 GLALP WC OR

**E-MAIL**

CAUFORNIA LICENSE NO. 0437153 ADDRESS: SAN FRANCISCO, CA 94104

**CERTIFICATE NUMBER:** SEA-002672033-24

**REVISION NUMBER: 19**

**COVERAGES**

**TYPE OF INSURANCE**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deschutes County, the state of Oregon, their officers, agents, employees, and volunteers are additional insureds under the general liability and automobile liability policies solely as respects work performed by or for the named insured in connection with the contract agreement. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

**CANCELLATION**

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

of Marsh Risk & Insurance Services

Elen Redell Brown

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**CERTIFICATE HOLDER**

**DESCHUTES COUNTY HEALTH SERVICES**

2577 NE COURTNEY DRIVE

BEND, OR 97701
ADDITIONAL REMARKS SCHEDULE

AGENCY
MARSH RISK & INSURANCE SERVICES

POLICY NUMBER

CARRIER

NAMED INSURED
TELECARE MENTAL HEALTH SERVICES
OF OREGON, INC.
1980 MARINA VILLAGE PARKWAY, SUITE 100
ALAMEDA, CA 94501

LOC #: San Francisco

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

SEXUAL ABUSE COVERAGE
Carrier: Nautilus Insurance Company
Policy No.: PFP1000081P7
Policy Period: 07/01/2015 - 07/01/2016

$1,000,000 Occurrence / $1,000,000 Aggregate
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

HEALTHCARE GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
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<tbody>
<tr>
<td>Stanislaus County, its officers, directors, officials, agents, employees and volunteers.</td>
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<tr>
<td>The County of Ventura and Ventura County Behavioral Health Department.</td>
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<tr>
<td>Yolo County, its officers, agents, employees and volunteers.</td>
</tr>
<tr>
<td>County of Marin.</td>
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<tr>
<td>The County of Santa Cruz, its officials, employees, agents and volunteers.</td>
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<tr>
<td>San Joaquin County and its officers, employees, agents, servants and volunteers.</td>
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<tr>
<td>County of Riverside.</td>
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<tr>
<td>County of El Dorado, its officers, officials, employees and volunteers.</td>
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<tr>
<td>King County, its officers, officials, employees and agents.</td>
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<tr>
<td>Mental Health, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.</td>
</tr>
<tr>
<td>Yuba County, members of the Board of Supervisors of Yuba County, its officers, agents and employees.</td>
</tr>
<tr>
<td>Deschutes County, its officers, agents, employees and volunteers</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:

Your acts or omissions, or

The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

We have no defense obligation to an additional insured except as specifically stated within this endorsement.

We will defend those person(s) or organization(s) qualifying as an additional insured if, and only if, all of the following conditions are met:

1. An insured is also a party to the "suit" and we are defending the insured;
2. The allegations in the "suit" are such that the only claims against the additional insured are claims seeking to impose liability vicarious to the insured's liability;

3. The allegations in the "suit" are such that no conflict exists between the interests of the insured and the interests of the additional insured;

4. The insured and the additional insured both agree that that one counsel can represent both of their interests and agree that we can assign one counsel to represent both of their interests.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.