



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

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of August 24, 2016

DATE: August 12, 2016

FROM: Nancy Mooney, Contract Specialist
Health Services--Behavioral Health Division

Phone: 322-7516

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Document #2016-355, personal services contract between Marc Williams, M.D. and Deschutes County Health Services.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

Marc Williams, M.D., provides behavioral health services to persons diagnosed with serious behavioral health illness, or other behavioral or emotional disturbance posing a danger to the health and safety of themselves or others. These services include psychiatric assessments, medication prescribing and medication management, and provision of group and individual therapy for qualifying individuals. Medical services will be provided and documented in a legible manner consistent with professional and community standards of care.

County will provide monthly payments to Dr. Williams (upon receipt of invoice) on a fee-for-service basis of \$145 per hour for a maximum of twenty-four (24) hours per week. Dr. Williams will pay a monthly rent of \$250 in return for the County providing an office, meeting space, use of a computer, phone, e-mail and any other general office supplies required to carry out the terms of the contract.

FISCAL IMPLICATIONS:

Maximum compensation for the duration of the contract is not to exceed \$175,000. The contract term is July 1, 2016 through June 30, 2017.

RECOMMENDATION & ACTION REQUESTED:

Behavioral Health requests approval.

ATTENDANCE: Consent Agenda

DISTRIBUTION OF DOCUMENTS:

Executed originals 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:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact: **Contractor Phone #:**

Type of Document: Personal Services Contract

Goods and/or Services: Marc Williams, M.D. provides mental health to persons diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

Background & History: Dr. Marc Williams will provide behavioral health services as a Licensed Medical Practitioner. These services include psychiatric assessments, medication prescribing and medication management, and provision of group and individual therapy for qualifying individuals. Medical services will be provided and documented in a legible manner consistent with professional and community standards of care.

Deschutes County will provide monthly payments to Dr. Williams upon receipt of invoice for services provided. Dr. Williams will pay monthly rent of \$250 in return for the County providing the office and meeting space, use of a computer, phone, e-mail and any other general office supplies required to carry out the terms of the contract.

Agreement Starting Date: **Ending Date:**

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

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

Funding Source: (Included in current budget? Yes No

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

Departmental Contact and Title:
Phone #:

Deputy Director Approval: Deanna Carr 7.22.16
Signature Date

^{Intern} Department Director Approval: Deanna Carr 7.22.16
Signature Date

Distribution of Document: Return both originals to Nancy Mooney, Health Services Department.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)
 Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2016-355



REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2016-355**

This Contract 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 Marc V. Williams, M.D., hereinafter referred to as "Contractor", Collectively referred to as "Party" or "Parties". The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2016. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on June 30, 2017, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

Contract Documents. This Contract includes Page 1-12 and Exhibits A-I.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:
Federal Tax ID# or Social Security #:
Is Contractor a nonresident alien? Yes No
Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe: LLC

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits D, E and G.

Signature: [Handwritten Signature] Title: MD / Psychiatrist
Name (please print): Marc Williams Date: 8/16/16

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator.

Dated this _____ of _____, 2016

ALAN UNGER, Chair

TAMMY BANEY, Commissioner

ANTHONY DEBONE, Commissioner

STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County.

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Contractor's Services.** Contractor shall provide Medical Services as a Licensed Medical Practitioner (LMP) in accordance with OAR's 309-019-0105 (54) and (59); 309-019-0140(1)(f).

Exhibit A – OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Exhibit B – STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

Exhibit C – INSURANCE

Exhibit D – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

Exhibit E – WORKER'S COMPENSATION EXEMPTION CERTIFICATION

Exhibit F – EXPENSE REIMBURSEMENT

Exhibit G – CONFIDENTIALITY AGREEMENT

Exhibit H – FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

Exhibit I – REQUIRED PROVIDER CONTRACT PROVISIONS

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by and through County's contracts with the State of Oregon, Oregon Health Authority (OHA). The Licensed Medical Practitioner Services ("Services") is further described in Exhibit A, attached hereto and incorporated by this reference.

3. **Consideration.** It is understood and agreed that in the event funds are not awarded to County from OHA or PacificSource Community Solutions, Inc., or other funding sources as applicable, or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.
 - A. Payment for services charged to this Contract shall not exceed the maximum sum of **\$175,000** inclusive of travel and all other expenses. Services, charged directly to the Oregon Health Plan (OHP) or other insurance providers is not calculated as part of the contract maximum compensation.
 - B. Contractor shall invoice County on a monthly or quarterly basis, in arrears on or after the last day of the month following the month in which services were performed. County will only pay for completed work that is accepted by County. Invoice and supporting documentation must be sent to County Accounts Payable by mail, fax or e-mail as indicated in Paragraph 14, "Notices".
 - C. Prior to approval or payment of any invoices, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption. Invoices may require such supporting documentation as signed time cards, travel receipts, or other reports.
 - D. Contractor shall not invoice and County will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
 - E. Should County discover Contractor is committing or has committed "fraud and abuse" as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Contractor under this Contract. If state or federal authorities demand the repayment of funds received under this Contract and Contractor has been found willfully committing "fraud and abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Contractor under this Contract and any fines or penalties charged to County as a result of Contractor's actions. In the event that the County determines that Contractor is responsible for the repayment of any funds paid to Contractor, in addition to any fines or penalties charged to the County due to Contractor willfully committing "fraud and abuse", Contractor agrees to make such payment (and upon request by County, authorize County withhold of funds otherwise due to Contractor) within ten (10) days of notification by County. If federal or state

authorities demand the repayment of funds received under this Contract, County may recover all funds paid under this Contract, unless a smaller amount is disallowed or demanded from federal or state authorities.

F. 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 related to services rendered without the necessary license or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the license or letter of approval, whichever date is earlier.

4. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for travel expenses, in addition to Exhibit F, Exhibit B shall state that Contractor is or is not entitled to reimbursement for such approved expenses.

A. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this Contract.

B. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

C. The cost of any subcontracted work approved in this Contract shall not be marked up.

D. Contractor shall not invoice County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this Contract.

E. The limitations applicable to reimbursable expenses are set forth in Exhibit "F," attached hereto and by reference incorporated herein.

5. Withholding of Payments. Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.

6. Work Standard.

A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

B. For goods and services to be provided under this Contract, Contractor agrees to:

1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;

2) comply with all applicable legal requirements;

3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;

4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

7. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.

B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.

- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
 - F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
 - G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
 - H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.
- 8. Meaningful Use.** "Meaningful Use" is the set of standards defined by the Centers for Medicare & Medicaid Services (CMS) Incentive Programs that governs the use of electronic health records and allows eligible providers and hospitals to earn incentive payments by meeting specific criteria.
- A. Working as a Contractor for County, Contractor understands that County is implementing a health information technology system to comply with the Electronic Health Record (EHR) Incentive program, created by the American Recovery and Reinvestment Act, Pub. L. 111-5. Contractor agrees to assist County in meeting the obligations and objectives set forth in 42 CFR Part 495 and to take such steps as necessary to allow County to realize the benefits of the EHR Incentive Program, including but not limited to participating in the Medicaid EHR Incentive Program as an Eligible Professional, using Certified EHR technology, and providing attestations of adoption, implementation, upgrading and meaningful use of such technology as requested or required by County or other federal or state authority.
- 9. Regulations and Duties.** Contractor shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective July 1, 2015, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #147787. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor's performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract 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 USC 14402.
- 10. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.
- 11. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
- 12. Reporting.**
- A. Contractor agrees to prepare and furnish such reports and data as may be required by County, OHA or PacificSource Community Health Solutions, Inc., to which they are applicable to the services being provided under this Contract. Reports may include but not be limited, to financial reports documenting all expenditures of funds under this Contract in accordance with generally accepted accounting procedures, client records which contain client's identification,

problem assessment, service plan (including any training and/or care plan), appropriate medical information, and service notes, including a service termination summary and current assessment or evaluation instrument as designated in the Oregon Administrative Rules. Oregon Health Authority's Measures and Outcomes Tracking System (MOTS), Community Mental Health Provider Report, and Termination Service Recording Form, if applicable, may be completed in accordance with Addictions and Mental Health Department (AMH) requirements and submitted to County. Contractor agrees to, and does hereby grant County, PacificSource Community Health Solutions Inc., and OHA the right to reproduce, use and disclose for County, PacificSource Community Health Solutions or OHA purposes, all or any part of the reports, data, and technical information furnished to County under this Contract. Contractor shall make available to County and any individual for whom Contractor furnishes services pursuant to this Contract, any and all written materials in alternate formats. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

- B. **Access to Records and Facilities.** County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records of Contractor that are directly related to this Contract, the financial assistance provided hereunder, or any service for the purpose of making audits, examinations, excerpts, copies and transcriptions. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
 - C. Contractor shall permit County and OHA to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
 - D. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, 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 ten (10) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.
 - E. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's 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 Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.
- 13. Confidentiality.** In addition to the obligations imposed upon Contractor by **Exhibit G**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:
- A. Contractor shall not use, release or disclose any information concerning any employee, client, 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 Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
 - B. 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 Contract.
 - 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 Contract 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, whichever is applicable with County, which, if attached hereto, shall become a part of this Contract.
- 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 clients which are funded in whole or in part under this Contract. Contractor shall maintain the confidentiality of records of clients 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 (OHA), implementing the foregoing laws, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.

14. Notice. Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Marc V. Williams, M.D.	Deputy Director
1495 NW Quincy Ave.	Deschutes County Health Services
Bend, OR 97701	2577 NE Courtney Dr.
Phone No. 541-322-7572	Bend, Oregon 97701
	Fax No. 541-322-7565
	Email: david.inbody@deschutes.org

<u>To Contractor:</u>	<u>To County – for Notices & Terminations:</u>
	Nancy Mooney, Contract Specialist
	Deschutes County Health Services
	2577 NE Courtney Dr.
	Bend, Oregon 97701
Fax No.	Fax No. 541-322-7565
Email:	Email: nancy.mooney@deschutes.org

<u>To Contractor:</u>	<u>To County – Accounts Payable:</u>
	Loretta Gertsch
	Deschutes County Health Services
	2577 NE Courtney Dr.
	Bend, Oregon 97701
Fax No.	Fax No. 541-322-7565
Email:	Email: Loretta.gertsch@deschutes.org

15. Termination. All or part of this Contract may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. The County may also terminate all or part of this Contract as specified below:

- A. This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County 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 notice whenever possible.

- B. With thirty (30) 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 Contract.
- 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 under this Contract.
- 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 Contract (or subsequent modifications to this Contract) within the time specified herein, or any extensions thereof.
- E. Upon written notice, if the Contractor fails to start services on the date specified in this Contract (or subsequent modifications to this Contract).
- F. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- G. Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract 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.
- H. In the case a failure to perform jeopardizes the safety and security of an individual the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.
- I. In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.
- J. Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
- K. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- L. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

16. Payment on Early Termination. Upon termination pursuant to Paragraph 15, payment shall be made as follows:

- A. If Contract terminated because funding 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 shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated due to Contractor's failure to perform services in accordance with the Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.

- C. If Contract is terminated by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 18 of this Contract.

17. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

18. Remedies. In the event of breach of this Contract the Parties shall have the following remedies:

- A. Termination under this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. 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. County's Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

- 19. Suspension.** Following reasonable notice to Contractor and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:
- A. Failure of Contractor to become operational within sixty (60) days of the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services. An extension to ninety (90) days may be allowed only under unusual circumstances.
 - B. Failure of Contractor to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
 - C. Failure of the Contractor to make satisfactory progress toward the approved goals and objectives.
 - D. Failure of the Contractor to adhere to the requirements for the provision of services.
 - E. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.
- 20. Independent Contractor.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, 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.
- 21. Contractor Not an Agent of County, Department or State of Oregon.** It is agreed by and between the Parties that Contractor is not carrying out a function on behalf of the County, State of Oregon, or the United States and County. The State of Oregon and the United States do not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of the Contractor.
- 22. Contractor and Subcontractors.** 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.
- 23. Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.
- 24. No Third Party Beneficiaries.**
- A. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
 - B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 25. Constraints.** Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- A. Contractor shall:
 - 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.

- 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
- C. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or Contract for the purpose of providing or paying for such services.
- D. Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. Persons employed under this contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
- E. This Contract 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.
- F. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. Contractor shall comply with Federal rules and statutes pertaining to the Alcohol, Drug and Mental Health (ADMH) 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.
- H. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that she or he is authorized to act on behalf of Contractor, she or he has authority and knowledge regarding Contractors' payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws.
- 26. Insurance.** Contractor shall provide insurance in accordance with Exhibit C attached hereto and incorporated by reference herein.
- 27. 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. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- 28. Financial Audit.** If requested, Contractor shall, at its sole expense, provide County with a copy of a Financial Review or Financial Audit conducted by a Certified Public Accountant within ninety (90) days following the termination of this Contract. This audit shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 29. Indemnity and Hold Harmless.**
- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County 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 Contractor or its officers, employees, contractors, or agents under this Contract, 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 Count 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 Contract.

- 30. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.
- 31. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
- 32. Federal Law compliance.** Contractor shall comply with the provisions of those laws referred to in Exhibit H, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.
- 33. Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 15 of this Contract.
- 34. 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 Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 35. Entire Contract.** This Contract constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.
- 36. Renewal.** This Contract may be renewed, subject to the following conditions: (1) renewal will be based on the County Annual Implementation Plan approved by the Department, and (2) renewal is subject to the availability of funding.
- 37. Waiver.**
- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
 - B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 38. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

39. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

40. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the Parties.

- A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

41. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

42. Representations and Warranties.

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

43. SB 675 (2015) Representation and Covenant.

- 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 Contract.
- 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 Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

44. Survival. The provisions of the following paragraphs shall survive termination or expiration of this Contract: 7 (Ownership of Work); 11 (Successors in Interest); 12 B (Access to Records); 13 (Confidentiality); 14 (Notice); 17 (Contractor's Tender upon Termination); 18 (Remedies); 24 (No Third Party Beneficiaries); 29 (Indemnity & Hold Harmless); 37 (Waiver); 38 (Governing Law); 41 (Identity Theft Protection); 42 (Representations & Warranties).

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-355
OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Services Outline:

Contractor shall provide Medical Services as a Licensed Medical Practitioner (LMP) in accordance with OAR's 309-019-0105 (54) and (59);309-019-0140(1)(f). Contractor shall perform the services described and funded by and through County's contract with the Oregon Health Authority ("OHA"). Services shall be performed in accordance with a schedule agreed upon by both Contractor and County. Contractor shall provide Medical Services in a manner that is in accordance with Definitions, laws, and regulations. Deschutes County Health Services' Policy entitled "Addictions and Mental Health Services and Supports Policy", and in accordance with the Oregon Administrative Rules (OAR) "Outpatient Addictions and Mental Health Services", OAR 309-019-0100 through OAR 309-019-0220, which is incorporated into this Contract herein by reference or required by law to be so incorporated. Deschutes County policies may be found on the Deschutes County Intranet in the Health Services' Department's "Policies and Procedures".

Services Definitions:

1. "Client" or "individual" means, with respect to a particular Service, any individual who is receiving that Service, in whole or in part, with funds provided under this Contract.
2. Clinical Assessment means the process of obtaining all pertinent biopsychosocial information, as identified by the individual, family and collateral sources, for determining a diagnosis and to plan individualized services and supports.
3. Coordinated Care Organization (CCO): means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health. PacificSource Community Health Solutions, Inc. has been designated by the Oregon Health Authority as the CCO for the Central Oregon region.
4. Culturally Competent: The capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other characteristics of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural paraprofessionals as intermediaries with professional staff.
5. Fraud and Abuse: "Fraud" is defined as intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or state law (OAR 410-120-0000). Fraud occurs if Contractor intentionally falsifies information or deceives County and/or Medicaid/Medicare for the purpose of obtaining money or property. "Abuse" (410-120-0000) means provider practices that are inconsistent with sound, fiscal, business or medical practices and result in unnecessary costs to County and/or Medicaid/Medicare, improper payment, or services that aren't medically necessary. Inappropriate practices that begin as abuse can evolve into fraud. Medicare and Medicaid Fraud and Abuse Prevention Training Program can be obtained using the following URL: <http://www.cms.gov/Outreach-and-Education/Training/CMSNationalTrainingProgram/Downloads/2014-Medicare-and-Medicaid-Fraud-and-Abuse-Prevention-Workbook.pdf>.
6. Individual service record or service record or clinical record means the documentation, written or electronic, regarding an individual and resulting from entry, clinical assessment, orientation, service and support planning, services and supports provided, and service conclusion.
7. Medically appropriate means services and medical supplies required for prevention, diagnosis or treatment of a physical or mental health condition or injuries and which are:
 - A. Consistent with the symptoms of a health condition or treatment of a health condition;
 - B. Appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community and professional standards of care as effective;
 - C. Not solely for the convenience of an individual or a provider of the service or medical supplies; and;
 - D. The most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to an individual.

8. Measures and outcomes Tracking System or "MOTS" means the Oregon Health Authority, Addictions and Mental Health (AMH) data system that stores data submitted by AMH contractors and subcontractors.
9. Oregon Web Infrastructure for Treatment Services or "OWITS" means 1) an optional low cost electronic health record system available to counties and their providers to submit MOTS data and 2) a system to report alcohol and drug prevention and problem gambling prevention activity.
10. "Service(s)" means any one of the services or group or services as described in Exhibit 1, in which costs are covered in whole or in part of this Contract.

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-355
STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

- 1. Contractor shall perform the following work.** Contractor shall provide Medical Services as a LMP and document Medical Services using County's Electronic Health Record (EHR) system, in an accurate manner consistent with professional and community standards of care. Services include:
- A. Orders for medication, laboratory and other medical procedures recorded for each client using County's EHR's and in conformance with standard medical practice. Such orders shall be initiated and authenticated by Contractor. Consultation and/or exchange of information with other medical personnel who are not employed by, or under contract to, County shall be documented in the client's record.
 - B. Written documentation of medications prescribed for the client by Contractor shall be maintained in the EHR. Documentation for each medication prescribed shall follow the appropriate protocols developed by the EHR and may include but is not limited to the following:
 - A copy or detailed written description of the signed prescription order;
 - The name of medication prescribed;
 - The prescribed dosage and method of administration;
 - The date medications were prescribed, reviewed, or renewed;
 - The date, the signature and credentials of staff administering and/or prescribing medications; and
 - Medication records which contain:
 - Observed side effects including laboratory findings, and
 - Medication allergies and adverse reaction.
 - C. Contractor shall provide Medical Supervision. Medical Supervision means a LMP's review and approval, at least annually, of the clinical assessment and the medical appropriateness of services and supports identified in the service plan for each client receiving services for one (1) or more continuous years.
 - D. Contractor shall also provide: psychiatric assessments, medication prescribing and medication management, individual therapy, training of primary care providers in the community, community and staff education and consultations.
 - E. Contractor shall use County's EHR and accurately document all client contact including assessments, chart notes, medication records, service conclusion summaries and service notes (unless completed by behavioral health staff at time of service).
 - F. Contractor shall facilitate communication with the "Primary Care Provider" and County providers, via telephonic and/or written methods, for each client seen including Contractor initiated changes in medication regimen, pertinent chart notes and other information to coordinate a high quality of Client care. Contractor will comply with all privacy and security regulations under the Health Information Portability and Accountability Act (HIPAA).
 - G. Contractor shall provide full assistance to County in billing and recovering revenue from all legal resources by keeping all licenses and certificates current including all credentialing and certification required by state and federal governments to provide reimbursement for services (OHP/Medicaid/Medicare, etc.) Contractor shall provide County with copies of licenses, certificates of insurance and evidence of Continuing Medical Education (CME) credits.
 - H. Contractor shall provide County with an invoice on a monthly basis which notes the quantity of hours worked each day. Invoices are to be submitted to Accounts Payable for review and reimbursement. The final invoice for this Contract term shall be submitted no later than July 15, 2017.

- I. Contractor will give a minimum two (2) week advanced notice to County of planned and/or anticipated absences and assist County in arranging psychiatric coverage when absences exceed one (1) week. Contractor shall alert County as soon as possible in the event of unanticipated absence.
- J. Contractor shall maintain all requirements to perform services as a LMP according to OAR 309-019-0105(54) which includes maintaining license as a physician within the state of Oregon.
- K. Contractor shall assist County in meeting "Meaningful Use" obligations and to take such steps as necessary to allow County to realize the benefits of the EHR Incentive Program, including but not limited to participating in the Medicaid EHR Incentive Program as an Eligible Professional, using Certified EHR technology, and providing attestations of adoption, implementation, upgrading and meaningful use of such technology as requested or required by County or other federal or state authority. Contractor will consistently use EHR in a way that Meaningful Use data may be quantified and reported.
- L. Contractor shall screen and assess clients for tobacco use, and offer tobacco cessation resources to individuals choosing to quit.

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

- A. County shall provide EHR, training and technical support where Contract will record data as described in Paragraph 1 of this Exhibit for each specific client that Contractor provides services for.

3. Consideration. County shall provide payments to Contractor once Contractor's invoice is approved.

- A. County will pay Contractor on a fee-for-service basis at \$145 per hour. The maximum number of hours Contractor is authorized to work under this Contract is not to exceed an average of twenty-four (24) hours per week.
- B. Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County may immediately withhold payments under this Contract or reject part or all of Contractor's invoice for payment.
- C. If OHA disallows or requests repayment for any funds paid under this Contract due to Contractor's acts or omissions, Contractor shall make payment to County of the amount OHA disallows or requests repayment.
- D. In the event that OHA determines that County or Contractor is responsible for the repayment of any funds owed to OHA by Contractor, Contractor agrees to make such payment within ten (10) days of notification by County or OHA of said determination by OHA.
- E. Upon County Department Director or Behavioral Health Deputy Director's written approval, provided in a separate email or a Memo with an original signature, Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5. If reimbursement for expenses is approved, supporting documentation such as detailed, itemized receipts, must be included with Contractor's reimbursement request. Reimbursement requests are subject to County approval.

YES

NO

Contingent upon Department Director or Deputy Director's approval as outlined in Paragraph 3 F. below.

- F. Upon County Department Director or Behavioral Health Deputy Director's written approval, provided in a separate email or a Memo with an original signature, Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5. If reimbursement for expenses is approved, supporting documentation such as detailed, itemized receipts must be included with Contractor's reimbursement request. Reimbursement requests are subject to County's approval.

4. The maximum compensation.

- A. The maximum compensation under this Contract is **\$175,000**.

- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
- 1) County may be required to amend maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
 - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or the Contractor's entire invoice for payment.
 - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.
- C. **Rent.** Contractor agrees to pay the County monthly rent of **\$250.00** in return for the County providing the Contractor office space, meeting space (subject to availability), use of a computer, phone, e-mail via the County Intra-net, Electronic Health Record system, and any other general office supplies required to carry out the terms of this Contract. Contractor shall only perform County-related business at this location.

Rent is due on the last day of each month through the duration of this Contract and should be delivered in accordance with Paragraph 14 C of the Contract, "Notices."

5. Schedule of Performance or Delivery.

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B.
- B. County will only pay for completed work that conforms to the terms of the Contract.

6. Renewal. This Contract may be renewed, 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 and County approval.

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-355
INSURANCE

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 Contract. 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:

Per Occurrence limit	Annual Aggregate limit
<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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 coverage 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)

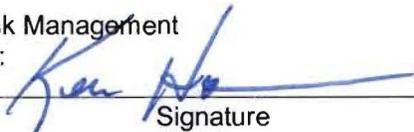
Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds but only with respect to Contractor's activities to be performed under this 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 Contract. 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 Contract. 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, completed copies of insurance policies shall be provided to 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
BY:



Signature

Name: Ken Harms
Type Name

Title: Loss Prevention Specialist

Date: 8/16/16

**EXHIBIT D
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 2016-355
CERTIFICATION STATEMENT FOR CORPORATION
 OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature _____ Title _____ Date _____

Fill out
EITHER
Box A or
Box B
below.

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

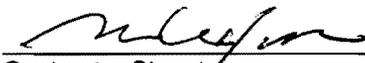
Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

- A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Fill out
EITHER
Box B or
Box A
above.

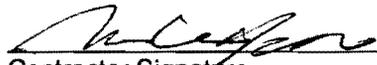

Contractor Signature _____

8/16/16
Date _____

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.


Contractor Signature


Date

EXHIBIT E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-355
WORKERS' COMPENSATION EXEMPTION CERTIFICATION

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

NOT APPLICABLE

- Contractor is providing Workers' Compensation certificate.

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

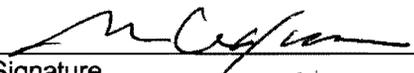
- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.



Signature
Marc Williams
Name (please print)

MO / Psychiatrist

Title
8/6/16

Date

EXHIBIT F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-355
EXPENSE REIMBURSEMENT

It is the policy of the County that travel shall be allowed only when the travel is essential to Contractor's performance and delivery of services outlined in Exhibit 1 of this Contract. If Contractor is approved to be reimbursed for expenses outlined below, it will be stipulated in Exhibit 1 of this Contract in the paragraph entitled "Consideration".

Contractor shall be entitled to reimbursement for expenses as set forth in this Exhibit F:

YES

NO

Contingent upon Department Director or Deputy Director's approval as outlined in Exhibit B, Paragraph 4 C.

- A. General Information: All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
- County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
 - County may approve a form other than the Expense Reimbursement Form (attached at the end of this Exhibit 5) for Contractor to submit an itemized description of travel expenses for payment.
 - Personal expenses shall not be authorized at any time.
 - Unless otherwise stipulated, all expenses are included in the total maximum contract amount.
 - Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1 of this Contract.
 - The current approved rates for reimbursement of travel expenses are set forth by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - Charge slips for gross amounts are not acceptable.
- B. Expense Reporting: Contractors must submit expense reports timely and accurately for all expense reimbursements. Such reports must be submitted within sixty (60) days from the date incurred. Untimely expenses may not be reimbursed.
- C. Documentation Requirements; Contractors are required to accurately and completely:
- Include necessary backup data and supporting receipts (see "Receipts" section below).
 - Complete County's Expense Reimbursement Form (Contact Deschutes County Health Services Contract Specialist for the most current version of the County form) for all expenses incurred, regardless of method of payment.
- D. Receipts: The following are required:
- Contractor must submit **itemized** receipts.
 - Lodging receipts must be a detailed hotel bill.
 - An air travel receipt should be the passenger copy of the ticket and/or itinerary.
 - Rental vehicle receipt must be the traveler's copy.
 - Original amounts and dates must not be altered. If the original information is incorrect, the discrepancy must be explained.
 - Contractors that have been approved for reimbursement for cell phone expenses must submit the detail summary page for reimbursement.
- E. Exceptions: Exceptions from, or deviations to this Exhibit require County's Department Director's prior written approval.
- F. Per Diem. Per Diem covers meals, lodging, and incidentals. Mileage allowances cover fuel, and auto operating expenses of a personal vehicle. Per diem payments may never exceed the IRS/U.S. Government approved per diem rates.

G. Air Travel Policy: Contractors are required to:

- Accept the lowest logical airfare consistent with business needs. However, Contractor may elect to fly non-stop (over a lower-priced, connecting flight) provided the additional cost is less than \$100 per direction, or if the connection would add more than two (2) hours of travel time each way.
- Use economy/coach class for all domestic flights. However, upgrades are acceptable as long as there is no additional cost to the County.
- Flight insurance premiums are not reimbursable.

H. Vehicle Rental Policy: When it is necessary to rent a vehicle, the cost of the rental plus tolls, fuel, and parking is reimbursable. The cost of full-size (or smaller) cars will be reimbursed. Upgrade costs for GPS are not reimbursable. If a personal vehicle is used, reimbursement shall be at the GSA's stated mileage rate. Contractors must provide a copy of Automobile Liability Insurance to be reimbursed for mileage.

- Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
- To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
- No mileage reimbursement shall be paid for the use of motorcycles or mopeds.

I. Lodging Policy: The daily cost of lodging is a reimbursable expense when away from the normal work place on County business. Such cost includes only the single occupancy room rate and applicable taxes. Charges for hotel amenities are not a reimbursable expense.

- County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
- Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

J. Meals: Contractor may be reimbursed for the reasonable and actual cost of meals (including tips) subject to the GSA maximum per diem meal allowance.

- Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this Contract.
- For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$15;
 - c) Dinner, \$31.
- Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
- Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this Contract and shall not exceed those set by the GSA and are subject to change accordingly.

Exhibit G
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-355
CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of July 1, 2016 by and between Marc V. Williams, M.D., ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("Covered Entity").

WHEREAS, in connection with the performance of the Services, Contractor may receive from the County or otherwise have access to certain information that is required to be kept confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); and

WHEREAS, as a part of the American Recovery and Reinvestment Act, the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") was signed into law, imposing certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI), including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in contractor agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as contractors;

Therefore, in consideration of the foregoing premises and the mutual covenants and conditions set forth below and in the agreement between Contractor and County for Contractor's provision of services, intending to be legally bound, agree as follows.

2. DEFINITIONS

- A. "*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.
- B. "*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.
- C. "*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.
- D. "*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 Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- E. "*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.

- F. "Services" means the LMP Services provided by Contractor and identified in the Personal Services Contract to which this Exhibit G is attached.
- G. "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, or analysis of such information to, from or within Contractor's organization.

3. **AGREEMENT.** Contractor shall:

- A. not use PHI except as necessary to provide the Services.
- B. not disclose PHI to any third party without County's prior written consent.
- C. not use or disclose PHI except as required by law.
- D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- E. 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.
- F. 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.
- G. promptly report to County any use or disclosure of PHI not permitted by this Agreement of which Contractor becomes aware.
- H. 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 County's compliance with HIPAA.
- I. return to County, or destroy, any PHI of County still in Contractor's possession upon conclusion or termination of the Services.
- J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to security and privacy of such information.
- K. make PHI available to County as necessary to satisfy County'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.
- L. make any amendment(s) to PHI in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526.
- M. to the extent the Contractor is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).
- N. If Contractor (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 Contractor's books and records relating to the use and disclosure of PHI, Contractor, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.
- O. If any part of Contractor's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
 - i. 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 County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to County any security incident relating to the EPHI that Contractor maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Contractor agrees 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. Contractor will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after Contractor discovers such HIPAA Breach, unless Contractor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Contractor 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 Contractor. No later than seven (7) business days following a HIPAA Breach, Contractor shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) Contractor, Contractor will provide County 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 Contractor 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 Contractor may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Contractor will have a continuing duty to inform County of new information learned by Contractor regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Contractor agrees 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, Contractor 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.
- E. Breach Indemnification. Contractor shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, "Information Disclosure Claims") arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Contractor will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Contractor shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

5. OTHER PROVISIONS

- A. A breach under this Agreement shall be deemed to be a material default in Contractor's agreement with Deschutes County to provide Services.
- B. Contractor authorizes termination of this Agreement by County if County determines Contractor has violated a material term of this Agreement.
- C. Upon conclusion or termination of the Services, Contractor shall promptly return or destroy all PHI that Contractor maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as Contractor retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
- D. To the extent there are any inconsistencies between this Agreement and the terms of any other agreement, either written or oral, between County and Contractor, the terms of this Agreement shall prevail.

E. Contact Information in the event of HIPAA Data Breach or Termination.

- 1) Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- 2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- 3) Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- 4). Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

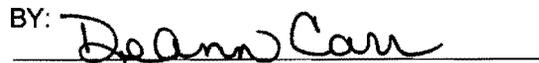
<u>To Covered Entity:</u>	<u>Copy to Privacy Officer</u>	<u>To Contractor:</u>
Department Deputy Director	Kayla Sells, Privacy Officer	Marc V. Williams, M.D.
Deschutes County Health Services	Deschutes County Health Services	
2577 NE Courtney Dr.	2577 NE Courtney Dr.	1495 NW Quincy Ave.
Bend, Oregon 97701	Bend, Oregon 97701	Bend, OR 97701
Fax No. 541-322-7565	Fax No. 541-322-7565	Phone No. 541-322-7572
david.inbody@deschutes.org	kayla.sells@deschutes.org	

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

Contractor

Deschutes County

BY: 
Signature

BY: 
Signature

Name: Marc Williams
Type Name or Print Name

Name: DeAnn Carr
Type Name or Print Name

Title: MD / Psychiatrist

Title: Interim Health Services Director

Date: 8/6/16

Date: 7.22.16

Exhibit H
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-355
Compliance with provisions, requirements of funding source and
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

Contractor shall comply with the following requirements herein to the extent that they are applicable to the agreement for services determined and agreed to by and between Contractor and County. 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 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to 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.
4. **Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this 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.
- 6. Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** 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 Non-procurement 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.
- 10. Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 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.

14. Disclosure.

- 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 woman 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 and 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.

Exhibit I
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-355
REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit H of 2015-2017 Intergovernmental Agreement

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 OMB Circulars or 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 ten (10) 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 records for each individual who receives services under this Contract. The individual's 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) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain client 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 ten (10) years from termination or expiration of this Contract.

- e. **Safeguarding of 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 be enrolled and that client's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in AMH's MOTS Reference Manual, as it may be revised from time to time, located at:

<http://www.oregon.gov/oha/amh/mots/internalresources/MOTS%20Reference%20Manual.pdf>

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 H, Required Federal Terms and Conditions, Section 14, 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 2015-2017 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon Health Authority dated as of July 1, 2015, 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 Contract.
 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 C of this Contract.
 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.



OMA/CNA Physicians Protection Program

CERTIFICATE OF INSURANCE

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE HOLDER.

NAME AND ADDRESS OF INSURED:

ISSUED BY: Continental Casualty Company

Marc V. Williams MD
1495 NW Quincy Ave
Bend, OR 97701

A Claims-Made Professional Liability Policy

<u>POLICY NUMBER</u>	<u>POLICY PERIOD</u>	<u>LIMITS OF LIABILITY</u>	<u>PRIOR ACTS DATE</u>
PSC 2074998280	08/01/16 - 08/01/17	1,000,000 Per Claim 3,000,000 Aggregate	04/01/2001

NAME AND ADDRESS OF CERTIFICATE HOLDER:

TO WHOM IT MAY CONCERN

This Certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

- I. **Photocopies of this document are deemed as valid as the original.**
- II. **If the Policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the First Named Insured only.**

AUTHORIZED REPRESENTATIVE

DATE ISSUED: July 18, 2016

Healthcare Segment, Physicians, 12909 SW 68th Parkway, Suite 200 Portland, OR 97223(800) 341 - 3684

GSL2929XX Ed. 07 08



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2015

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).

PRODUCER Scott Robson(7309354) 644 NE Greenwood Ave Ste 1 Bend OR 97701-4569 INSURED Marc Williams 		CONTACT NAME: PHONE (A/C, No, Ext): 541-382-9111 E-MAIL ADDRESS: srobson@farmersagent.com FAX (A/C, No): 541-383-8949	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Truck Insurance Exchange	NAIC # 21709
		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	034978089	08/09/2015	08/09/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

New Cert on the way

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (A)
 2577 NE COURTNEY DR, BEND, OR 97701

CERTIFICATE HOLDER**CANCELLATION**

DESCHUTES COUNTY HEALTH SERVICES
 2577 NE COURTNEY DR

BEND OR 97701

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

S. Jones

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization: DESCHUTES COUNTY, ITS OFFICERS AGENTS, EMPLOYEES, VOLUNTEERS

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

The following is added to Paragraph **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

ENDORSEMENT

Effective

Date 08/09/15

03497-80-89

Policy Number
of the Company designated
in the Declarations

ADDITIONAL INSURED -BP04480197

ADDITIONAL INSURED

DESCHUTES COUNTY

HEALTH SERVICES

**THE STATE OF OREGON, THE OREGON HEALTH AUTHORITY, DESCHUTES
COUNTY, THEIR OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS**

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

COUNTERSIGNED _____

6/15/15

(Date)

