

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

**SOLICITATION FOR PROPOSALS
FOR
ADULT FOSTER HOME PROVIDER**

The Deschutes County Health Services Department, Behavioral Health Division, is seeking proposals for a qualified provider to deliver Adult Foster Home services for up to five (5) individuals (“residents”) with Severe and Persistent Mental Illness (SPMI) in either a County-owned facility or a facility owned, licensed, and operated by the provider.

One proposal with original signatures must be submitted in a sealed envelope that is clearly marked with the name and address of the proposing agency, titled “Proposed Deschutes County Adult Foster Home Provider”, and addressed to:

Becky Elger, Intensive Community Services Supervisor
1128 NW Harriman Street
Bend, OR 97701

Submission and receipt of proposals by electronic means is not permitted. Deschutes County will review the proposals upon receipt and will make every effort to review proposals in the order they are received.

All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This solicitation does not obligate Deschutes County to select any single proposer and the County reserves the right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

Questions concerning the proposal process may be directed to Becky Elger at 541-330-4638 or via email to rebecca.elger@deschutes.org.

Overview

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Health Services Department, provides oversight and direction in the operation of a single home with a five-bed capacity for Adult Foster Home (AFH) Services. The residents referred to the facility by Deschutes County Health Services will be part of the Severe and Persistent Mental Illness (SPMI) population. The purpose of the AFH is to promote residents’ right to independence, choice and decision making while providing a safe, secure, home-like environment. AFH Services must be provided as defined in the Scope of Work section in this Solicitation for Proposal (SFP). The SFP is intended to solicit potential providers to either rent or operate from a county-owned AFH facility, or a provider who owns and operates their own State

of Oregon, Addictions and Mental Health (AMH) approved and licensed AFH facility or facilities.

A copy of the state AFH License Application is included in Attachment 1 of this SFP and is considered an essential element of a qualifying proposal. Proposers are expected to have a full and complete understanding of the requirements of licensed adult foster home providers.

Deschutes County Health Services Department (DCHS) will refer clients to the AFH facility. The provider selected by DCHS will be expected to work closely and collaboratively with DCHS Adult Behavioral Health Program staff to provide any and all information necessary to meet AMH statutory and/or regulatory requirements inclusive but not limited to client care coordination.

The County and the selected proposer will then negotiate terms and sign a legally-binding contract upon award. A sample copy of Deschutes County's standard contract is included as Attachment 2 for reference. The selected proposer must be able to begin providing AFH services pursuant to the contract no later than thirty (30) days after award.

Instructions and Conditions

Proposers must follow the instructions and conditions detailed in this Solicitation. Proposals that do not conform may be excluded from further review.

Withdrawal of Proposals

Proposals may be withdrawn by written or faxed Solicitation received from the proposer. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the Board of County Commissioners specifically cancels the procurement, rejects the proposal, or awards a contract.

Acceptance or Rejection of Proposals

In awarding a contract, DCHS will accept and consider the proposal or proposals which, in the estimation of DCHS, best serves the interests of Deschutes County. DCHS reserves the right to award a contract to the proposer whose proposal is most advantageous to the County based upon the evaluation process and evaluation criteria contained within this Solicitation. DCHS reserves the right to accept or reject any or all proposals. Any proposal which DCHS judges to be incomplete or nonconforming may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

Selection Process

All proposals will initially be screened by DCHS staff upon receipt. DCHS will make every effort to review proposals in the order received. Those proposals determined to be incomplete or noncompliant and those agencies that do not meet the minimum qualifications listed below may be eliminated from further evaluation.

Proposals will be assessed based on the criteria outlined on the form included in Attachment 3 of this Solicitation. Following the rating and evaluation, the highest ranking proposers may be invited to attend an interview with a selection committee to provide additional information.

The successful candidate will then enter into negotiations with DCHS to develop a mutually acceptable contract for AFH services which will be based upon the personal services contract attached to this Solicitation and the proposal submitted by the candidate.

Proposals will be reviewed as submitted and may be awarded to the first eligible candidate.

Scope of Work and Required Minimum Qualifications:

Minimum Qualifications

Prospective AFH provider must:

1. Have the ability to obtain final licensure approval by AMH as an AFH provider in accordance with ORS 443.725 through 443.825 and OAR 309-040-0300 through 309-040-0455 within forty-five (45) days of selection by DCHS.
2. Be in compliance with federal mandates, including the American Disabilities Act and Civil Rights Act.
3. Be able to certify that, in performing the specified work, provider will not discriminate against any person on the basis of race, color, religious creed, political ideas, gender, age, marital status, physical or mental disability, national origin, or ancestry.
4. Be able to ensure equal access to services for residents with diverse cultural or language requirements, geographic barriers, and/or transportation needs.
5. Maintain policies and procedures that are in compliance with applicable state and federal administrative rules for operating an AFH including those OAR's outlined at the following website and incorporated into this SFP herein:
http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_309/309_040.html.
6. Assure the provider, resident manager or substitute caregiver is on duty twenty-four (24) hours per day in the AFH. Twenty-four hour supervision entails waking supervision from no later than 7:00 a.m. and no earlier than 10:00 p.m.
7. Assure that provider, resident manager(s), substitute caregivers, volunteers and occupants of AFH over the age of sixteen (16), excluding residents, will have documentation of an approved criminal history/background check in accordance with ORS 181.537, ORS

443.735 and OAR 407-007-0200 through 407-007-0380. DCHS will evaluate and verify information regarding criminal history/background check upon presentation by provider of identification of caregivers, volunteers and occupants other than residents.

8. Submit evidence satisfactory to DCHS regarding experience, training, knowledge, interest, and concern in providing care to persons with severe and persistent mental illness. Such evidence may include, but is not limited to:
 - (a) Certificate of completed certified nurse's aide training;
 - (b) Nursing home, hospital or institutional work experience;
 - (c) Certificate or Degree showing licensed practical nurse or registered nurse training and experience;
 - (d) Relevant training approved by the Oregon Health Authority (OHA);
 - (e) Experience in caring for persons with severe and persistent mental illness at home;
 - (f) Home management skills.
10. Possess the physical health and mental health determined necessary by DCHS and OHA to provide twenty-four (24) hour care for adults who are mentally ill. Provider must have a statement from a physician, on a form provided by OHA (Attachment 4) that they are physically and mentally capable of providing care;
11. Be literate and capable of understanding written and oral orders and instructions and communicating with residents, physicians, case manager, and others, as needed; and be able to respond appropriately to emergency situations;
12. Have a current driver's license in compliance with the Authority of Motor Vehicles laws and vehicle insurance as required by the State of Oregon and as outlined in Deschutes County's standard personal services contract provided in Attachment 2, Exhibit 2.
13. Submit proof of General and Professional liability insurance as outlined in Attachment 2, Exhibit 2 in the sample Deschutes County's standard personal services contract.

Services Requested

The contracted provider will be responsible for providing all adult foster home residential services in accordance with Oregon Administrative Rule 309-040-0300 through 309-040-0455.

Services to be provided include, but are not limited to:

1. "Residential Care" means the provision of room, board, and services that assist residents in activities of daily living, such as bathing, dressing, grooming, eating, medication management, money management, or recreation. Residential care includes twenty-four (24) hour supervision; being aware of the residents' general whereabouts; monitoring the activities of the resident while on the premises of the Adult Foster Home to ensure their health, safety, and welfare; providing social and recreational activities; and offering assistance with money management as requested. A provider, resident manager, or substitute caregiver will be present in the home at all times, twenty-four (24) hours per

day, seven (7) days per week. Residents' needs shall be addressed in a manner which enables the resident to function at the highest level of independence possible.

2. Admission: Provider will only accept a resident into the AFH with a referral from, or the prior written approval of, staff of DCHS and the Oregon Health Authority (OHA). AFH will not be used as a site for foster care for children, adults from other agencies, or any type of shelter or day care without the prior written approval of DCHS and OHA.
3. Personal Care Plan (PCP): The resident's PCP is prepared by the PCP Team. The PCP Team is comprised of DCHS and AFH staff. The PCP addresses each resident's support needs and each service provider's program plan. The PCP will be developed at the time of admission, reviewed every one hundred and eighty (180) days and updated at least annually or when indicated by changing resident needs. The PCP will describe the resident's needs and capabilities including when and how often care and services will be provided and by whom. The PCP will include the provision of at least six (6) hours of activities each week that are of interest to the resident, not including television or movies, and which are made available to the resident by the provider.
4. Providing transportation or coordination of transportation as needed or outlined in the PCP.
5. Maintain regular contact and collaboration with DCHS's Adult Behavioral Health Program staff to discuss status reports and treatment progress. This will include regular attendance by AFH provider at case planning meetings.
6. Coordinating closely with other community partners (such as Mosaic Medical, St. Charles Health System, Inc., Bend Pill Box, and the Office of Adult Mental Health (AMH)).
7. Coordinating and facilitating transition to and from residential treatment programs as needed.
8. Participating in training and technical assistance that will be provided by AMH and/or DCHS.
9. Complying with all reporting, billing, and documentation requirements in a timely manner.

Compensation

Funding is based upon a combination of the Level Of Care Utilization System (LOCUS) and Level of Service Inventory. LOCUS is a decision support tool related to service intensity for individuals with mental illness. The Level of Service Inventory is a tool used to help guide the level of care and support each individual needs while residing at the home.

The average monthly payment per resident, per month for services paid to Contractor by the Oregon Health Authority (OHA) is estimated at \$2300. The actual compensation per resident per month will vary depending on the combined LOCUS and Level of Service Inventory scores. The estimate provided here is offered solely for the purpose of illustrating the potential monthly compensation. LOCUS scores are calculated by County clinical team; the Level of Service Inventory is a collaborative evaluation conducted by County and Direct Service

Provider. Both evaluations are conducted every six months or if there is a change in individual's needs. Full occupancy is not guaranteed.

Duration

The contract term for AFH services resulting from this Solicitation will be from the contract date until June 30, 2016, unless contract is terminated earlier according to the contract's terms and conditions. The contract may be renewed annually contingent upon both parties' written agreement to do so.

Proposal Format and Contents

Format

All proposals must be submitted on single-sided, 8 ½ x 11-inch paper, with one-inch margins, and typed single-spaced with a standard 12-point font. Content of the written response is limited to no more than fifteen (15) pages, exclusive of items included as attachments.

One proposal with original signatures submitted in a sealed envelope clearly marked with the name and address of the proposing party; labeled "Proposed Deschutes County Adult Foster Home Provider"; and addressed to Becky Elger, Intensive Community Services Supervisor, 1128 NW Harriman Street, Bend, OR 97701.

Proposals must address all questions included in this Solicitation and the following supporting documents must be attached:

- A signed proposal response form, located on page 9 of this Solicitation.
- A signed statement of ability to meet Scope of Work and Required Minimum Qualifications as outlined in the Solicitation.
- Most recent audited financial statements.
- Copy of Completed Financial Form for new applicants (Attachment 5)
- A narrative which addresses each question outlined below:

Narrative Questions: Service Qualifications

1. Describe why you are interested in being a Behavioral Health AFH provider.
2. Describe the proposed adult foster home program, including but not limited to: Your interest in renting the existing county-owned property or operating from your own home; your plan for staffing and who would be living in the home; types of services you would provide for residents, including any daily living skills, transportation, and recreational opportunities that will enhance residents' independent living skills and prepare them for possible transition to a more independent living situation.
3. Describe your philosophy as an AFH provider and define your goals in terms of the environment you would try to create in the home.

4. Describe any professional and/or personal experience and/or training you have in working with individuals who have mental health and/or addictions issues or other health challenges. Include any previous foster home experience in addition to other relevant experience. Identify any experience you have dealing with challenging behaviors.
5. Describe the particular characteristics of any residents that you feel you would work best with as well as the type of residents you would find either too difficult or impossible to work with. Provide a description of your “ideal” resident. In responding to this question, please consider the nondiscrimination requirements associated with this program.
6. Describe your experience working with a county behavioral health department or other similar agency. If you have such experience, explain what worked well, what challenges you faced, and what you would consider when coordinating with an agency representative. If not, explain what your expectations would be in working with Deschutes County Behavioral Health (DCBH)?
7. Describe how you envision your role in partnering with DCBH Adult Program for case collaboration and coordination.
8. Identify any areas of the attached foster home application that may be problematic or difficult to supply. Estimate how long it would take to obtain needed licensures from the State of Oregon Health Authority.

Attachments to the Solicitation:

- Attachment 1: AFH provider application.
- Attachment 2: Deschutes County standard personal services contract
- Attachment 3: Selection Criteria
- Attachment 4: Physicians Report
- Attachment 5: Financial Form for New App
- Attachment 6: County Lease Agreement

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

**SOLICITATION FOR PROPOSALS
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Proposal Response Form

A signature on this form acknowledges that the proposed provider is hereby submitting a proposal in response to Deschutes County's Solicitation for Proposals for an Adult Foster Home Provider to operate a five-bed Adult Foster Home for up to five (5) residents with Severe and Persistent Mental Illness (SPMI).

Authorized Signature: _____

Contact Name: _____

Title: _____

Phone: _____ Email: _____

Company Name: _____

Company Address: _____

**NEW LEVEL ONE
ADULT FOSTER HOME LICENSE APPLICATION**

The following information outlines the requirements for application with the Addictions and Mental Health Division (AMH) for an Adult Foster Home License.

The governing authority to license and to maintain an Adult Foster Home license is defined in Oregon Revised Statutes: 443.705 through 443.825 and Oregon Administrative Rules: 309-040-0300 through 309-040-0455

Pre-Training

Training for all providers, resident managers and substitute caregivers will be in compliance with ORS 443.738. The provider will satisfactorily pass any testing requirements established by the Department before being licensed or becoming a resident manager or substitute caregiver. The test will be completed by the caregiver without the help of any other person. The provider, resident manager and substitute caregiver will have the ability to, but will not be limited to, understanding and responding appropriately to emergency situations, changes in medical conditions, physicians' orders and professional instructions, nutritional needs, residents' preferences and conflicts.

Letter of Support

Each provider must have the support of the local County Mental Health Residential Specialist before submitting an application for an Adult Foster Home License. Each County may have additional requirements but they cannot be less than the governing authority requirements.

Application Fee

Each application will be accompanied by a fee of \$20 per bed requested for license. This fee is waived for county-operated facilities.

Payment Agreement Contract

A contract agreement is required and is renewable at each license renewal period. This agreement notifies the contract's section to initiate a provider number and make payments to you for services to Mental Health Clients as approved by the County Mental Health Program.

*** Criminal History/Background Checks**

Each person living in the home that is 16 years or older must have a criminal history/background check before the licensing inspection takes place. Additional criminal history/background checks are required when the household occupancy changes and/or may be required at renewal time.

ORS 181.536 through 537 and OAR 410-007-0200 through 0380: Criminal History Records Check Authorization, with finger print cards, required by all providers, substitute caregivers, family caregivers and any family members 16 years of age or older residing in the home.

Transportation

Each person responsible for transporting a Mental Health Client must have a valid Oregon Driver's License. Each vehicle must meet Oregon Department of Transportation registration requirements.

Financial

The applicant will demonstrate to the Addictions and Mental Health Division their financial ability and the resources necessary to operate the Adult Foster Home. OAR 309-040-0315 License Application and Fees (3) (c) A completed financial information form provided by AMH. The applicant will demonstrate to AMH their financial ability and the resources necessary to operate the Adult Foster Home. Financial ability will include but is not limited to, providing AMH with a list of unsatisfied judgments, pending litigation and unpaid taxes and notifying AMH regarding whether the applicant is in bankruptcy. If the applicant is unable to demonstrate the financial ability and resources required, AMH may require the applicant to furnish a financial guarantee as a condition of initial licensure in accordance with ORS 443.735(e) and ORS 443.745.

Facility

The home and safety features must be in compliance with applicable OARs and meet the State Fire Marshal specifications.

Resident Manager

A resident manager application is in addition to the regular application and advises the reviewer that the owner or original applicant is not residing in the home.

License vs. Placement

The License capacity 1 to 5 does not guarantee placements by the County Mental Health Program. Each of the Counties has requirements on placements and are the gatekeepers for each Mental Health or other client placement in your home.

Private Pay

A private pay person not receiving services from the County Mental Health Program must have a contract and a personal care plan with records initiated by you, the provider. The rules speak to this policy and the private pay person is included in the license capacity number.

Day Care

Any individual that you provide a day care service to in your home is also included in your license capacity number as determined by AMH.

RELATIONSHIPS:

The Mental Health Program in your county is the designee for the Addictions and Mental Health Division. Knowledge of the Statutes and Rules and a working relationship with the Residential Coordinator, the case managers and others are necessary for you as a provider to be successful.

Pre-Licensing Inspection

All homes are subject to a pre-licensing inspection. The application and supporting documents are reviewed for accuracy and completeness. A pre-licensing schedule will be set up with the county, you the provider, and AMH. If there are areas that require corrective action, they will be noted in a written report. A license will be issued when compliance has been met in accordance with OAR 309-040-0340 (8) (a)(b). Issuing a License in Compliance. The Department will not issue an initial license unless:

- (a) The applicant and the Adult Foster Home are in compliance with ORS 443.705 to 443.825 and the rules of the Department;
- (b) The Department has completed an inspection of the Adult Foster Home. If cited deficiencies are not corrected within the time frames specified by the Department, the application will be denied.

RENEWAL OF A LICENSE:

Once a license is issued, the license is valid for a 1 year period. The Department sends out the renewal documentation six months prior to the expiration date on your license. An inspection is scheduled by the Department with the County Mental Health Residential Specialist after the renewal documents are received and reviewed for completeness.

The inspection of your home focuses on Health/Life/Safety, and procedures for substitute care providers, Client record documentation may include interviews with the residents. The provider is responsible for meeting Oregon Administrative Rules and the Oregon Revised Statutes.

The attached Addictions and Mental Health Division (AMH) application packet for a

Level 1 New Adult Foster Home license

Includes the following documents:

1. Adult Foster Home License Application
2. Physicians Report
3. Financial Information Sheet
4. Criminal History Check Form
5. Facility Provider Enrollment Application
6. Copy of a sample floor plan
7. Copy of the 2003 Oregon Revised Statutes (*ORS 443.705 through 443.825*)
8. Copy of the 2005 Oregon Administrative Rules (*OAR 309-040-0300 through 309-040-0455*)
9. Copy of the State Fire Marshal Fire Safety for Adult Foster Care Homes
10. Copy of AMH AFH Pre-License Inspection Guide.
11. Foster Home Inspection Guide Measuring Fire and Life Safety
12. Return envelope

**If any of the above documents are missing from your application packet, call:
Licensing Section, Addiction and Mental Health Division. (503) 945-5763**

Additional documentation will be required at the time of the licensing inspection; e.g., house rules, resident rights, evacuation procedures, emergency procedures for alternate caregivers, disaster plan, vehicle registration and a valid Oregon Drivers License for each authorized driver.

If the facility does not readily meet the fire safety requirements, a State Fire Marshal inspection may be requested by the Addiction and Mental Health Division.

**NEW LEVEL 1
ADULT FOSTER HOME LICENSE
APPLICATION**

**ADDICTION AND MENTAL HEALTH DIVISION
500 Summer Street NE E-86, Salem OR 97301-1118**

All information must be legible and in ink - all incomplete applications will be returned.
All questions must be answered. Use a N/A for non applicable areas. The original application must be submitted with applicant's signature.

SECTION 1.

NAME OF OWNER/APPLICANT: [please print legibly]

Have you ever had a substantiated allegation of abuse or neglect?

(appropriate box)

Yes No

(Owner means the person(s) or entity legally responsible for the operation of the home)

Is the Owner: privately owned operation? Yes No
or an agency, Yes No [if yes complete the following]

Name of agency: _____

Social Security Number or Tax ID Number: _____

If the owner is a government entity list the name of the government agency.

Name of Home: _____

Address of Home: _____, _____, _____
City Zip Code

Mailing Address: _____, _____, _____
City Zip Code

Telephone Number: _____

Cell or Alternate telephone number: _____

Name of Resident Manager: *(If applicable, complete & submit Resident Manager application)*

Have you ever had a substantiated allegation of abuse or neglect?
(√ appropriate box) Yes No

Number of beds you are applying for: 1 2 3 4 5
A fee of \$20.00 for each bed is required prior to processing this application
Make check (no cash) payable to Department of Human Services

Have you [owner/manager] taken the Adult Foster Home training test and passed
 Yes No

If yes: Submit a copy with this application

If no: Make an appointment with the county to sit for the test. Do not send this application until you have a pass notification and/or certificate.

Have you met with the County Residential Specialist about providing services to the County? No *If no: Make an appointment and do not send this application until you have a letter of support from the county.*

Yes *If yes: Submit your county letter of support with this application support.*

SECTION 2. LICENSING HISTORY

Have you been licensed or certified as an Adult Foster Home provider in Oregon or any other State?

Yes No

Check mark the current licensing agency

- Addiction and Mental Health Division
- Office of Developmental Disabilities Services
- Senior & Disabled Services Division
- Services to Children and Families
- Veterans Administration
- Other _____

If YES, date of the last inspection? _____

(Submit the last two licensing inspection reports and a copy of the license along with this application)

Are you currently providing day care services for any adult or child?

Yes No

If YES, for how many? _____

SECTION 3.

Have you ever had a license or certificate of approval denied, suspended or revoked from any service agency? Yes No

Have you ever surrendered a license or certificate of approval in lieu of denial, suspension or revocation from any service agency? Yes No

If yes describe in writing and provide supporting documents, by whom, when and the circumstances. Attach additional pages if necessary.

SECTION 4.

Owner, Partner, Corporation Information. (If necessary use a separate sheet)

Owner(s)	Partner(s)	Corp. Officer(s)	% of Ownership

SECTION 5. TRAINING AND EXPERIENCE

Experience and training: Will you be using a Resident Manager or a substitute care provider? Yes No *All persons providing care to Mental Health clients must have taken and passed the Adult Foster Home training certification exam and have a current and approved criminal history/background check specific to the Adult Foster Home.*

Provider/Resident Manager: Special qualifications:

Registered Nurse Licensed Practical Nurse License No: _____
 Certified Nurse Aide Med-Aide Certificate No: _____

- Other Medical Licensing License No: _____
 Sign Language Other Languages Spoken _____

List experiences and training which qualify you to provide care to individuals with mental illness. *(Attach additional pages, if necessary)*

(1) I have taken the required Adult Foster Home training and certification course.

- Yes No

(2) I have received training listed in OAR 309-040-0335 as follows:

- (a) Understanding and Recognizing Severe and Persistent Mental Illness
- (b) Mandatory Abuse Reporting
- (c) Medication Management, Dispensing, and Documentation
- (d) Incident Report Writing
- (e) Resident Rights
- (f) Adult Foster Home Emergency Planning
- (g) Fire Safety
- (h) Complaints and Grievances
 - (i) Cardiopulmonary Resuscitation (CPR) and First Aid

- Yes No

If no is checked you must receive the required training prior to licensure. Contact your county residential specialist for assistance.

Briefly describe your reasons for wanting to provide care and services to individuals with mental illness. *(Attach additional pages, if necessary)*

SECTION 6. RELATIONSHIP

Are you willing to work with the Local County Mental Health Program staff about client(s) services, placement, Mental Health Plan and/or Personal Care Plan?

Yes No

SECTION 7. EMPLOYMENT

Are you currently employed outside the home? Yes No

List the last five years employment history or last three employers: (Complete all information requested.)

Name of Employer:	Contact Person:		
Address:			
City:	State:	Zip:	Telephone number: ()
Job responsibilities:			
Dates Employed From: _____		To: _____	
(List month & year)			
Name of Employer:	Contact Person:		
Address:			
City:	State:	Zip:	Telephone number: ()
Job responsibilities:			
Dates Employed From: _____		To: _____	
(List month & year)			
Name of Employer:	Contact Person:		
Address:			
City:	State:	Zip:	Telephone number: ()
Job responsibilities:			
Dates Employed From: _____		To: _____	
(List month & year)			
Name of Employer:	Contact Person:		
Address:			
City:	State:	Zip:	Telephone number: ()

Job responsibilities:

Dates Employed From: _____ To: _____
(List month & year)

SECTION 8. REFERENCES

List three (3) Non-relative references (Complete all information requested.)

(1)

Name: _____ How long? _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone number: ()

Relationship: _____

(2)

Name: _____ How long? _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone number: ()

(3)

Name: _____ How long? _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone number: ()

SECTION 9. SERVICE INFORMATION

The following information describes the services to be delivered in this home: Check the applicable services and complete any written requirements.

Population:

Age group: from _____ to _____

- Male Female Both
- Seriously or Persistently Mentally Ill (SPMI)
- Aged Alcohol & Drug Alzheimer Bed bound
- Blind Deaf Wheelchair Physically Handicapped
- Persons with Developmental Disabilities

Services:

- Bathing Eating Non-Crisis Respite
- Medication Supervision Ambulation Special Diets
- Transportation Money Management Lifting
- Health Care Incontinent Care Behavior Supervision
- Activities of Daily Living Injections PSRB
- ECMU

Do any of your family members need special care? Yes No

Day care Other: _____

Smoking Yes No

Pets Permitted Yes No

Alcohol Yes No

SECTION 10. FACILITY INFORMATION

Type of dwelling:

- House Mobile home Apartment
- Own Rent/lease the residence to be used as the AFH

Name of property owner: _____ Telephone No: _____

Physical features of the home:

- *Septic tank Sewer Garbage pick-up
- *Well water Public water Stairs to bedroom
- Wheelchair ramp Alarms Intercom system

* Items identified, submit test documents with this application

Exterior:

- Hot tub Pool Access to yard(s)
- House number visible from the street/road

Number of bedrooms, beds and bathrooms available for the clients and for family members

Clients

Family

House Level	#Bedrooms	#Beds	#Bathrooms		# Bedrooms	#Beds	# Bath-rooms
1 Floor							
2 Floor							
Basement							

Persons living in the home including applicant and/or resident manager

Full Name	Relationship to Applicant	Date of Birth	Age 16+	Approved Criminal History Check

SECTION 11. SAFETY FEATURES OF THE HOME

Prepare and submit a floor plan in accordance with the sample.

Floor Plan: Room sizes, window sizes, location of each resident bed, fire exits, resident manager or provider sleeping room, location of smoke detectors, fire extinguishers, escape routes, and emergency flashlights.

- Smoke detectors: battery integrated
- Do you have an in home sprinkler system? Yes No
- Do you have an alarm company monitoring your system? Yes No
- Is your home handicapped accessible? Yes No
- Is your home fitted to accommodate a wheel chair bound person? Yes No
- Are all building requirements of the State Fire Marshal met? Yes No

Refer to the Foster Home Self-Inspection Guide. (If no, provide a written explanation)

Please re-read this application and verify that all questions have been answered and all required documentation copies have been attached to this application:

SECTION 12:

I declare under penalty of perjury this application, to the best of my knowledge and belief is true, correct and complete. Signature of this application authorizes the Addiction and Mental Health Division to investigate all application information.

Signature of applicant: _____ Date: _____

Please submit this documentation verification form with your completed application Solicitation.

AFH APPLICANT NAME:

Provider check off	DOCUMENTATION to be SUBMITTED WITH APPLICATION FOR AN AFH CLASS 1 LICENSE	AMH check off
	Adult Foster Home License Application	<input type="checkbox"/>
	Application fee \$20.00 for each bed. # of Beds ____ Fee \$____	<input type="checkbox"/>
	Adult Foster Home Test Certificate for each care provider	<input type="checkbox"/>
	New Adult Foster Home Required Pre-License Information	<input type="checkbox"/>
	County Mental Health letter of support	<input type="checkbox"/>
	Physician Report <i>left with the doctor for each person who will provide care</i>	<input type="checkbox"/>
	Financial Information Sheet	<input type="checkbox"/>
	Criminal History Check <i>for any occupant other than a resident, 16 years of age or older, who will be residing in or employed by the Adult Foster Home.</i>	<input type="checkbox"/>
	<i>Total # of criminal record checks submitted:</i>	<input type="checkbox"/>
	Facility Provider Enrollment Application	<input type="checkbox"/>
	Floor plan	<input type="checkbox"/>
	Items identified with an in the Facility Information section (Pg. 6)	<input type="checkbox"/>
	Resident Manager application if applicable	<input type="checkbox"/>

Make check payable to: DEPARTMENT OF HUMAN SERVICES

Submit all documentation noted above in the enclosed addressed, stamped envelope to:

**QA - Adult Foster Home Licensing
Addictions and Mental Health Division
500 Summer Street NE E-86
Salem, Oregon 97301--1118**

Attachment 2

REVIEWED

LEGAL COUNSEL



For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2015-**

This Agreement (the "Agreement") is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health division, hereinafter referred to as "County," and _____, (address), hereinafter referred to as "Contractor."

WHEREAS, County has a property licensed as an Adult Foster Home facility and that facility has been approved by County and State of Oregon (hereinafter referred to as "Facility") for behavioral health clients; and

WHEREAS, the parties agree that Facility is a preferred behavioral health care model in Central Oregon to provide Adult Foster Home services;

WHEREAS, Contractor is licensed and is capable of operating the Facility; and

WHEREAS, County is authorized pursuant to ORS 430.670 to obtain, by contract, the services necessary to operate a Adult Foster Home Facility; and

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

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

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

1. Effective Date. The effective date of this Agreement shall be March 15, 2015 or the date, on which each party has signed the Contract and upon arrival of County client(s), whichever is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County Accepts Contractor's completed performance or on March 14, 2016 whichever date occurs last. Agreement termination shall not extinguish or prejudice County's right to enforce this Agreement with respect to any default by Contractor that has not been cured.
2. Contractor's Services. Contractor shall provide Adult Foster Home (AFH) services in a 24-hour Facility for up to five (5) residents with Severe and Persistent Mental Illness (SPMI) that have been jointly approved by County, Department and Contractor. Contractor shall provide AFH services as outlined in OAR 309-040-0300 through 309-040-0455, http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_309/309_040.html

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

4. Reporting.

- A. Contractor agrees to prepare and furnish reports and data as may be required by the Department, through the Contract, including but not limited, to financial reports documenting all expenditures of funds under this Agreement in accordance with generally accepted accounting rules and procedures, records of individuals which contain individual's identification, problem assessment, treatment (including any training and/or care plan), appropriate medical information, and progress notes, including a service termination summary and current assessment or evaluation instrument as designated in the administrative rules. Contractor agrees to, and does hereby grant County and the Department the right to reproduce, use and disclose for County or Department purposes, all or any part of the reports, data, and technical information furnished to County under this Agreement. Contractor shall make available to County, Department and any individual participant of Contractor any and all written materials in alternate formats in compliance with Department's policies or administrative rules. For purposes of the foregoing, “written materials” includes, without limitation, all work product and contracts related to this Agreement.
- B. Access to Records and Facilities. Department, 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 Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. Contractor shall permit, authorized representatives of Department to perform site review of Facility and all services delivered by Contractor.
- C. Reporting Requirements. Contractor shall prepare and furnish the following information to Department when a Service is delivered:
 - 1. Individual, Service and financial information as specified in the Service Description and other Exhibits.
 - 2. All additional information and reports that Department or County reasonably Solicitations that are applicable to the services provided to covered patients.
- D. Contractor shall submit reports as requested by County. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

Contractor:

Address

County: Deschutes County Health Services
2577 NE Courtney Dr.
Bend, OR 97702
Attn: Nancy Tyler

Phone: (541) 322-7167

5. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Agreement as follows:
 - A. Contractor shall not use, release or disclose any information concerning any employee, individual, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Agreement except upon written consent of the County, and if applicable, the employee, individual, applicant or person.
 - B. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
 - C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement.
 - D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
 - E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
 - F. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
 - G. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
 - H. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto (Exhibit 4), shall become a part of this Agreement.
6. County Monitoring and Site Visits. Contractor agrees that services provided under this Agreement by Contractor, Facility used in conjunction with such services, records of individuals, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Agreement, shall be open for inspection by County, or its agents, at any reasonable time during business hours. Contractor agrees to retain such records and documents for a period of seven (7) years, or such longer period as may be prescribed for such records and documents by the State of Oregon Archivist or until the conclusion of any dispute or proceeding related to the services under this Agreement or involving the records of Contractor, whichever is longer. Contractor shall permit County and Department to make site visits upon reasonable notice to monitor the delivery of services under this Agreement.
7. Payment of Agreement. Funding is based upon a combination of the Level Of Care Utilization System (LOCUS) and Level of Service Inventory. LOCUS is a decision support tool related to service intensity for individuals with mental illness. The Level of Service Inventory is a tool used to help guide the level of care and support each individual needs while residing at the home. The average monthly payment per resident, per month for services paid to Contractor by the Oregon Health Authority (OHA) is estimated at \$2300. The actual compensation per resident per month will vary depending on the combined LOCUS and Level of Service Inventory scores. The estimate provided here is offered solely for the purpose of illustrating the potential monthly compensation. LOCUS scores are calculated by County clinical team; the Level of Service Inventory is a collaborative evaluation conducted by County and Direct Service Provider. Both evaluations are conducted every six months or if there is a change in individual's needs. Full occupancy is not guaranteed.

8. Retention of Revenue and Earned Interest. Fees and third-party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department, for services rendered by Contractor, and interest earned on such funds in the possession of Contractor, shall be retained by Contractor provided that such amounts are received on account a behavioral health service described in Exhibit 1 of this Agreement and complies with the standards of the Department.
9. Withholding of Payments. Notwithstanding any other payment provision of this Agreement, should Contractor fail to submit reports required by Section 4(A) and Exhibits 1, 2 and 3 when due, or fail to perform or document the performance of contracted services, County shall immediately withhold the LOCUS report which is submitted to the State of Oregon to generate Contractor's payment until the required reports have been submitted by the Contractor.
10. Termination. All or part of this Agreement may be terminated by mutual consent of both parties, or by either party at any time for convenience upon three (3) months' notice in writing to the other party.

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

- A. With thirty (30) days written notice, if County's contract with the Oregon Health Authority or portion of the contract which dictates County's role as an AFH sub-contractor is terminated or modified as such that County contracting directly with an AFH provider is no longer applicable. The County will give more notice whenever possible.
- B. With sixty (60) days written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Agreement.
- C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Contractor to provide a service element under this Agreement.
- D. With thirty (30) days written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Agreement (or subsequent modifications to this Agreement) within the time specified herein, or any extensions thereof.
- E. With thirty (30) days written notice, if Contractor fails to pay rent according to the Lease agreement signed and executed between Contractor and County.
- F. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of individuals, residents, staff, or the public.
- G. Failure of the Contractor to comply with the provisions of this Agreement or any applicable Federal, State and local laws and rules which may be cause for termination of this Agreement. The circumstances under which this Agreement may be terminated by either party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
 1. Acts or omissions that jeopardize the health, safety, or security of individuals.
 2. Misuse of funds.
 3. Intentional falsification of records.

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

11. Encumbrance or Expenditure After Notice of Termination. Contractor shall not make expenditures, enter into contracts, or encumber funds in its possession that belong to the County, after notice of termination or termination as set out above, without prior written approval from County.
12. Independent Contractor. Contractor is engaged hereby as an independent contractor, as defined in ORS 670.600 and will be so deemed for purposes of the following:

- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this Agreement, Contractor agrees to:
 - i. Perform the work in a good, workmanlike, and timely manner;
 - ii. Comply with all applicable legal requirements;
 - iii. Take all precautions necessary to protect the safety of all persons at or near facilities, including employees and patients of Contractor and County;
 - iv. Take full responsibility for wages and entitlements of Contractor's employees assigned to or furnishing services at facilities.
 - C. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of the County, Department or State of Oregon, and County, Department and State of Oregon do not have the right of direction or control of the manner in which Contractor delivers services under this Agreement or exercise any control over the activities of the Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265.
 - D. County is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with activities carried on under this Agreement, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
 - E. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.
13. Contractor and Subcontractors. Contractor agrees to make all provisions of this Agreement with the County applicable to any subcontractor performing work under this Agreement. Contractors who perform the work without the assistance of labor or any employee, as determined under ORS Chapter 656 and rules adopted pursuant thereto, need not obtain Workers Compensation coverage.
14. Constraints.
- A. The Provisions of ORS 279B.220, 279B.230, and 279B.235, are by this reference incorporated and made a part of this Agreement:
 - i. Contractor shall pay employees for overtime work performed under this Agreement in accordance and otherwise comply with applicable provisions of ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 ("FLSA") (29 U.S.C 201 et. seq.).
 - B. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
 - C. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Chapter 60, Contractor agrees to comply with (i) all provisions of Executive Order No. 11246, as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965 as supplemented in Department of Labor regulations (41 CFR Part 60), (ii) Titles VI and VII of the Civil Rights Act of 1964 as amended, (iii) Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance" (iv) the Age Discrimination in Employment Act of 1974, as amended, and the Age Discrimination Act of 1975, as amended (v) the Vietnam Era Veterans' Readjustment Assistance Act of 1975, (vi) all applicable rules regulations and order of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapters 659 and 659A (vii) Title II of the Americans with Disabilities Act of 1990 as amended (42 USC 12131

et. Seq.), ORS 30.670 to 30.685, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with services delivered under the Agreement (viii) all regulations and administrative rules established pursuant to the foregoing laws, (ix) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (x) all federal laws governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

- D. If the limitation amount specified in this Agreement for Title XIX Clinic Services exceeds \$100,000, Contractor shall provide the State of Oregon with written assurance that Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) including but not limited to Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department, HHS and the appropriate Regional Office of the Environmental Protection Agency.
 - E. Contractor shall comply with Federal rules and statutes pertaining to the Addictions and Mental Health (AMH) and Social Security (formerly Title XX) Block Grant(s); including the Public Health Services Act, especially sections 1914 (b)(1-5), 1915 (c)(12), 1916 (b)(2) and Public Law 97-35.
 - F. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that she/he is authorized to act on behalf of Contractor.
 - G. The provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference.
15. Hold Harmless. To the fullest extent authorized by law Contractor shall indemnify, save and hold harmless and defend the State of Oregon, Human Services Department, the County, and their departments officers, employees and agents from and against any and 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 Contractor, including, but not limited to the activities of Contractor, its officers, employees, subcontractors and agents under this Agreement. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and within the applicable limits of 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.
20. Insurance. Prior to the effective date of this Agreement, Contractor shall obtain, at Contractor's expense, and maintain in effect all insurance requirements as specified in Exhibit 2.
21. 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.
22. Financial Audit. Contractor shall provide a copy of its financial review or financial audit conducted by a certified public accountant within ninety (90) days following the end of each fiscal year.
23. Assignment. Contractor shall not assign this Agreement without the prior written consent of County.
24. Renewal. This Agreement may be renewed, subject to the following conditions: (1) renewal will be based on the County Annual Implementation Plan approved by the Department, and (2) renewal is subject to the availability of funding.

25. Additional Federal Law Compliance Requirements.

- A. Contractor shall comply with all applicable federal, state and local laws, administrative rules, ordinances and regulations.
- B. Contractor shall not knowingly and 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 by Department.
- C. To the extent Contractor provides any service whose costs are paid in whole or in part by Medicaid, Contractor shall comply with the federal and state Medicaid statutes and regulations applicable to the service, including but not limited to:
 - i. Keep such records as may be necessary to disclose the extent of services furnished to clients and, upon Solicitation, furnish such records or other information to the Department, the Medicaid fraud section of the Oregon Department of Justice and the Secretary of Health and Human Services;
 - ii. Comply with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
 - iii. Comply with any applicable advance directive requirements specified in 42 CFR Section 431.107(b)(4); and
 - iv. Comply with the certification requirements of 42 CFR Sections 455.18 and 455.19.
- D. Prohibitions Against Lobbying.
 - i. Contractor, or any person, firm or corporation acting on behalf of Contractor, certifies that no funds paid under this Agreement will be used to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any 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.

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

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

28. Survival. The provisions of paragraphs 3 to 11, 16 to 19, 22 to 26 29, shall survive the termination or expiration of this Agreement.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS AND SCHEDULE

Definitions:

Admission: A provider will only accept a resident into the AFH with a referral from, or the prior written approval of, staff of County and Oregon Health Authority (OHA). The Adult Foster Home (AFH) will not be used as a site for foster care for children, adults from other agencies, or any type of shelter or daycare without the written approval of County and OHA.

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

Part B Funds: The Department's Division of Medical Assistance Programs (DMAP) disburses funds directly to the service provider on a fee-for-service basis.

Personal Care Plan (PCP): The resident's PCP is prepared by the PCP Team. The PCP Team is comprised of DCHS and AFH staff and shall address each resident's support needs, each service provider's program plan and prepares PCP for the resident. The PCP will be developed at the time of admission, reviewed every one hundred and eighty (180) days and updated at least annually or when indicated by changing resident needs. The PCP will describe the resident's needs and capabilities including when and how often care and services will be provided and by whom. The PCP will include the provision of at least six (6) hours of activities each week that are of interest to the resident, not including television or movies made available to the resident by the provider.

Residential Services or Residential Care: means the provision of room, board, and services that assist the resident in activities of daily living, such as assistance with bathing, dressing, grooming, eating, medication management, money management or recreation. Residential care includes twenty-four (24) hour supervision; being aware of the residents' general whereabouts; monitoring the activities of the resident while on the premises of the Adult Foster Home to ensure their health, safety, and welfare; providing social and recreational activities; and assistance with money management as requested. A provider, resident manager, or substitute caregiver will be present in the home at all times. The care and services are designed to promote the resident's right to independence, choice and decision making while providing a safe, secure, homelike environment. The resident's needs shall be addressed in a manner, which enables the resident to function at the highest level of independence possible.

1. **Contractor shall perform the following work:** Contractor shall provide Adult Foster Home (AFH) residential services for up to five (5) residents with Severe and Persistent Mental Illness (SPMI). Services shall include, but not be limited to:
 - A. Residential care as outlined in Definitions.
 - B. Provider will only accept a resident into the AFH with a referral from, or the prior written approval of, staff of County and/or Oregon Health Authority (OHA). AFH will not be used as a site for foster care for children, adults from other agencies, or any type of shelter or day care without the written approval of County and/or OHA.
 - C. Maintain regular contact, collaboration and care coordination with DCHS, Adult Behavioral Health Program staff to discuss status reports and treatment progress. This will include regular attendance by AFH provider at case planning meetings and active participation in the creation and oversight of Personal Care Plan.

- D. Provide transportation or coordination of transportation as needed or outlined in Personal Care Plan.
- E. . Coordinate closely with other identified community partners.
- F. . Coordinate a facilitate transition to and from residential treatment programs as needed
- G. . Participate in training and technical assistance that will be provided by AMH and/or DCHS.
- H. . Comply with all reporting and documentation requirements in a timely manner.
- I. . Comply with OARs for Adult Foster Home Providers as outlined in OAR 309-040-0300 through 309-040-0450, and incorporated into this Agreement herein. OARs may be located at: http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_309/309_040.html

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

- A. County will maintain primary responsibility for screening and approval of admissions to the facility and will provide staff for consultation. Screenings will be conducted in coordination with Contractor's AFH staff, however, any resident accepted for admission to the facility must also be approved by the County for placement.
- B. Based upon the reports submitted by Contractor to County, County will calculate the AFH resident's LOCUS score which determines the monthly payment allotment by OHA. County will submit the report to OHA and OHA in turn, will submit payment to Contractor. LOCUS scores are calculated by County on an as-needed basis.

3. Consideration. Funding is based upon a combination of the Level Of Care Utilization System (LOCUS) and Level of Service Inventory. LOCUS is a decision support tool related to service intensity for individuals with mental illness. The Level of Service Inventory is a tool used to help guide the level of care and support each individual needs while residing at the home. The average monthly payment per resident, per month for services paid to Contractor by the Oregon Health Authority (OHA) is estimated at \$2300. The actual compensation per resident per month will vary depending on the combined LOCUS and Level of Service Inventory scores. The estimate provided here is offered solely for the purpose of illustrating the potential monthly compensation. LOCUS scores are calculated by County clinical team; the Level of Service Inventory is a collaborative evaluation conducted by County and Direct Service Provider. Both evaluations are conducted every six months or if there is a change in individual's needs. Full occupancy is not guaranteed.

- A. Contractor shall bill OHA or DMAP in accordance with procedures and forms prescribed by OHA for all services. Contractor agrees that payment for these services shall be OHA/DMAP's responsibility and not County's responsibility. Contractor shall not invoice or expect payment from County for services billed to OHA/DMAP under this subsection.
 - (i) Contractor shall bill all services in accordance with forms and procedures prescribed by OHA/DMAP.
 - (ii) Contractor agrees to complete, monitor and obtain all prior authorizations as needed for services billing submissions.
 - (iii) Contractor acknowledges that full occupancy of AFH is not guaranteed.

4. The maximum compensation.

- a. All funds awarded to Contractor under this Agreement are subject to OHA monitoring and adjustment. OHA will monitor and adjust funds awarded throughout the term of this Agreement at OHA discretion.
- b. Recovery of Overpayment: All payments made to Contractor under this Agreement are subject to recovery by OHA in accordance with OAR 410-120-1397 "Recovery of Overpayments to Providers -- Recoupments and Refunds" .
 - (i) If a federal audit of the work rendered by Contractor under this Agreement results in a refund to or disallowance by the federal government of funds paid to Contractor under this Agreement, OHA may recover from Contractor the amount of the refund or disallowance and any applicable OHA matching funds.
 - (ii) If Contractor expends funds paid to Contractor under this Agreement for purposes not authorized by this Agreement, OHA may recover the amount of the unauthorized expenditure from Contractor.

(iii) If billings under this Agreement result in payments to Contractor to which Contractor is not entitled, OHA may withhold from payments due to Contractor such amounts, over such periods of time as are necessary to recover the amount of overpayment.

- 6. Renewal.** This Agreement may be renewed and is subject to the following conditions:
- a. Renewal will be based upon mutual agreement of all parties and in writing.
 - b. Renewal is subject to County's contract with OHA.

**EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
INSURANCE REQUIREMENTS**

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 in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. 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 be not 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 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 the contract work 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 coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, the State of Oregon, the Oregon Health Authority, their officers, agents, employees and volunteers as an additional insured***. 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. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. 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.

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

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes 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 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 the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

Exhibit 3
DESCHUTES COUNTY SERVICES CONTRACT

CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality Agreement (the "Agreement") is entered into as of _____, 2015 by and between _____ Inc. ("Contractor") and Deschutes County ("County").

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

- 2.1 "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Contractor's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- 2.2 "*Electronic Protected Health Information*" or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- 2.3 "*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.
- 2.4 "*Secretary*" means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

- 2.5 “Services” means the LMP Services provided by Contractor and identified in the Personal Services Contract to which this Exhibit 7 is attached.
- 2.6 “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:
- 3.1 not use PHI except as necessary to provide the Services.
- 3.2 not disclose PHI to any third party without County’s prior written consent.
- 3.3 not use or disclose PHI except as required by law.
- 3.4 implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- 3.5 comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- 3.6 mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- 3.7 promptly report to County any use or disclosure of PHI not permitted by this Agreement of which Contractor becomes aware.
- 3.8 make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County’s compliance with HIPAA.
- 3.9 return to County, or destroy, any PHI of County still in Contractor’s possession upon conclusion or termination of the Services.
- 3.10 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.
- 3.11 make PHI available to County as necessary to satisfy County’s obligation with respect to individuals’ Solicitations for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- 3.12 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.
- 3.13 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).
- 3.14 If Contractor (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a Solicitation 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.
- 3.15 If any part of Contractor’s performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:

- A. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
- B. report to County any security incident relating to the EPHI that Contractor maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- 4.1 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.
- 4.2 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 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.*
- 4.3 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.
- 4.4 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.
- 4.5 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

- 5.1 A breach under this Agreement shall be deemed to be a material default in Contractor's agreement with Deschutes County to provide Services.
- 5.2 Contractor authorizes termination of this Agreement by County if County determines Contractor has violated a material term of this Agreement.
- 5.3 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.
- 5.4 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.

Exhibit 4
DESCHUTES COUNTY SERVICES CONTRACT
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

- 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 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 or legislative body, except in presentation to the 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, except in presentation to the executive branch of any State or local government itself.
 - 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. HIPAA Compliance.** Contractor is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. Contractor must comply with HIPAA to the extent that any Services or obligations of Contractor arising under this Contract are covered by HIPAA. County shall determine if County will have access to, or create and protected health information in the performance of any Service or any other obligations under this Contract. To the extent that Contractor will have access to, or create any protected health information to perform functions, activities, or Services for, or on behalf of a healthcare component of OHA in the performance of any Service required by this Contract, County shall comply and Contractor shall comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:
- a. Privacy and Security of Individually Identifiable Health Information. 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. To the extent that Contractor is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of Services required by this Contract, Contractor shall not use or disclose any Individual Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 et. seq., or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or by looking up form number 2090 on the OHA web site at <https://apps.state.or.us/cf1/FORMS/>.

- b. Data Transactions Systems. If County and Contractor intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County and Contractor shall execute an EDI Trading Partner Agreement and shall comply with OHA EDI Rules.
 - c. Consultation and Testing. If County or Contractor reasonably believes that the County's or Contractor's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County or Contractor shall promptly consult the OHA Information Security Office. County or Contractor may initiate a Solicitation for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- 7. 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.
- 8. Audits.**
- a. Contractor shall comply with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
 - b. Contractor shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds. Including, but not limited to, OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
- 9. 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 General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 10. Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vii) above; (ix) Neither County, Contractor nor any of County's or Contractor's employees, officers, agents may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor,

County or Contractor's employees, officers, agents performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this section may result in termination of this Contract.

11. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** To the extent Contractor provides any service whose 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 Solicitation. 42 U.S.C. Section 1396 a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 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 431.107(b)(4), and 42 CFR 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).
13. **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.
14. **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.
15. **Disclosure.**
 - a. 42 CFR 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 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.

16. Special Federal Requirements Applicable to Addiction Services.

- a. Women's Services. If Contractor provides A&D 61 or A&D 62 Services, Contractor must:
 - (1) Treat the family as a unit and admit both women 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 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 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 Services, Contractor must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services;
 - (2) Perform outreach to inform pregnant women of the availability of treatment services targeted to them and the fact that pregnant women receive preference in admission to these programs;
 - (3) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, refer the women to another provider with capacity or if no available treatment capacity can be located, refer the women to OHA's Addictions and Mental Health Division for referral to another provider in the state. If capacity cannot be located, AMH will make available interim services within 48 hours, including a referral for prenatal care.
- c. Intravenous Drug Abusers. If Contractor provides any A&D Services other than A&D 70 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 Solicitation 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 Solicitation for admission to Contractor is made; or
 - (b) 120 days after the date of such Solicitation if no provider has the capacity to admit the individual on the date of such Solicitation and, if interim services are made available not less than 48 hours after such Solicitation.

- (4) For the purposes of (3) above, "Interim Services" means:
 - (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - (b) Referral for HIV or TB treatment services, where necessary; and
 - (c) Referral for prenatal care if appropriate, until the individual is admitted to a provider's services.
 - (d) If Contractor treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, Contractor shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall document such activities.
- d. Infectious Diseases. If Contractor provides any A&D Services other than A&D 70 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 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.

17. 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.

18. 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 5
DESCHUTES COUNTY SERVICES CONTRACT
REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit I of 2013-2015 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) With respect to federal Substance Abuse Prevention and Treatment Block Grant moneys only, to purchase services from any person or entity other than a public or non-profit entity; or
 - (6) To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)).
 - d. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal OMB Circular A-87 as that circular is 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 six (6) 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 a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;

- (3) Treatment, 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 six (6) years from termination or expiration of this Contract.

- e. **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.**

All individuals receiving services with funds provided under this Contract must enroll and maintain that client's record in either:

- (1) The Client Processing Monitoring System (CPMS) as specific in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- (2) The Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/oha/amh/pages/compass/electronic-data-capture.aspx>, as may be revised from time to time.

Over the next two years AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

- 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 Solicitation, 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 Solicitation, 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 Solicitation, 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 Solicitation, 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.

All additional information and reports that County or the Oregon Health Authority reasonably Solicitations, including, but not limited to, the information or disclosures described in Exhibit 6, Required Federal Terms and Conditions, Section 15, Disclosure.

- 5. Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
- (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs;
 - (c) all state laws requiring reporting of abuse of an Individual; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H to the certain 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon Health Authority dated as of July 1, 2013, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
- 6.** Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County
- 7.** To the fullest extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this 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 2 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.

Attachment 3 – Selection Criteria:

Selection Criteria for AFH Provider

After review of each proposal, applicants will be scored on a 1-5 scale by each member of the review committee based on the following scale:

- 1=Strongly disagree
- 2=Disagree
- 3=Neutral
- 4=Agree
- 5=Strongly agree

The questions to be scaled by each reviewer are as follows:

1. Did the applicant provide all required documentation and clearly describe their ability to meet minimum requirements of an AFH provider, complete adult foster home application and obtain licensure within required timeframes? (A two or below rating for this question will result in elimination from consideration).
2. Does the applicant assert and demonstrate that they will be able to provide the required “AFH services” outlined in the “Scope of Work and Minimum Qualifications-Services Requested” section?
3. Does the applicant’s interest in being a provider, plan for staffing and services appear to fit with the needs of AFH residents, as well as DCBH?
4. Does the applicant’s interest, philosophy and intended AFH environment promote recovery?
5. Does the applicant have work experience/personnel experience/or training related to mental health issues, addiction issues, general health, residential services, and managing challenging behaviors at a sufficient level to meet the needs of DCBH residents?
6. Does the applicant demonstrate the willingness and ability to work with residents with varying needs and varying levels of difficulty?
7. Does the applicant describe and demonstrate sufficient ability that they can effectively communicate and coordinate with behavioral health and other agencies?

The cumulative scores for each proposal will be tallied and the top candidates will be invited to interview with the selection panel. Candidates who interview will be rated again on the same eight questions by each member of the interview panel. Upon completion of the interviews, a candidate will be selected based on those scores and overall fit with DCBH’s mission.

Attachment 4

Department of Human Services – Health Services
Addictions and Mental Health Division (AMH)

PHYSICIAN’S REPORT

FOR ADULT FOSTER HOME APPLICANT/PROVIDER/RESIDENT MANAGER

PATIENT INFORMATION

Last Name *First Name* *Date of Birth* *Age*

Address *City/State* *Zip Code*

TO BE COMPLETED BY THE EXAMINING PHYSICIAN

The above named person will be responsible for the management of an Adult Foster Home for adults with severe mental illness, PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1. Does this person, to your knowledge, have any physical, mental or emotional problems that would hinder his/her ability to operate and Adult Foster Home?
- 2. To your knowledge, has this person ever been known to abuse drugs or alcohol in a manner that would jeopardize his/her ability to operate a facility or the care of persons with severe mental illness?
- 3. Is there any reason that would lead you to question this person’s ability to operate a facility for persons with severe mental illness?
- 4. Are there any test, examinations or immunizations that this person should undergo? Yes No
If yes, what?

5. How long have you known this person? _____ Date of last visit: ____/____/____

Signature of Physician *Date* *Telephone*

Clinic Name and Address *City/State* *Zip Code*

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I authorize my physician or clinic to release any medical information pertinent to the application to maintain an Adult Foster Home for adults with severe mental illness.

Applicant Signature *Date*

Name of Adult Foster Home *Contact Person* *Phone Number*

Address of Adult Foster Home *City/State* *Zip Code*

Please return this form to: Addictions and Mental Health Division (AMH)
Quality Assurance/Licensing Section
500 Summer Street NE E-86
Salem, Oregon 97301-1118

FINANCIAL INFORMATION

Anticipated Monthly AFH Expenses:

\$ Cost

Food	_____
Building Rent/Lease/Mortgage Payment	_____
Property Taxes	_____
Property Insurance and Liability	_____
Water/Sewer/Garbage	_____
Electricity	_____
Oil or Gas for Heating	_____
Telephone	_____
Payroll: Resident Manager	_____
Relief Care	_____
Payroll Taxes	_____
Workers' Compensation	_____
Laundry and Cleaning Supplies	_____
Property/House Maintenance	_____
Yard Maintenance	_____
Car Upkeep and Insurance	_____
Office Supplies, Business Expenses	_____
Child Support/Alimony	_____
Other (please list) _____	_____
_____	_____
	TOTAL \$ _____

Indicate financial resources available now to operate the AFH for two months without considering resident income. A credit check may be required.

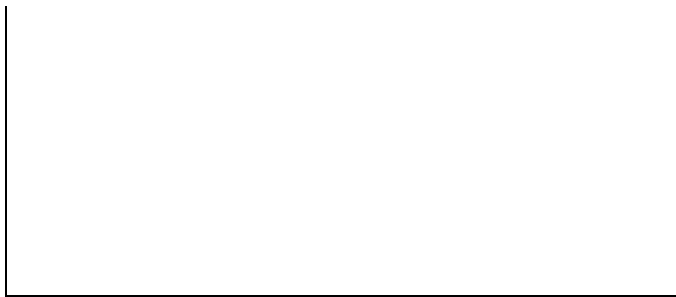
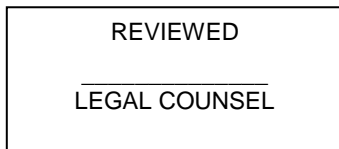
<u>Source:</u>	<u>NET Amount:</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
	TOTAL \$ _____

Printed Names(s) _____
 Address _____
 Signatures(s) _____
 Phone number () _____ Date: ____/____/____

Department of Human Services
 Office of Mental Health Services

ADULT FOSTER HOME

Attachment 6: County Lease Agreement



For Recording Stamp Only

LEASE

This Lease is made by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“Lessor” and **name**, doing business as **Breitenbush Adult Foster Home** (“Lessee”).

Lessor hereby leases to Lessee and Lessee takes from Lessor the “Premises” described as follows:

Lot 21, Block 2, KIWA MEADOWS, Deschutes County Oregon, commonly known as 924 SE Breitenbush Lane, Bend, Oregon, 97702.

The parties agree that the terms of this Lease are as follows:

1. Term. The effective date of this Lease shall be March 15, 2015 or the date on which each party has signed this Lease, whichever is later, and shall continue until March 14, 2016 or twelve (12) months. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with thirty (30) days written notice, given to the other party.

Except as otherwise provided in this Lease, if the Lessee is not then in default and with Lessor’s approval, Lessee has the option to renew this lease for one (1) year by giving at least thirty (30) days written notice to Lessor prior to the expiration of the lease term.

2. Rent. Lessee shall pay to Lessor as base rent the sum of seven hundred dollars (\$700) per month, commencing with the date specified in Paragraph 1 for the first twelve (12) months after which the rent will be increased to \$725 per month and shall continue until the term of the Lease or unless an amendment is executed between the parties.. Rent shall be payable on the twentieth (20th) day of each month without notice or demand at the office of the Deschutes County Property & Facilities Department, P.O. Box 6005, Bend, Oregon 97708, or at such other place as may be designated in writing by Lessor.
3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee’s primary business, and adult foster home, licensed by the State of Oregon, Department of Human Services. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specific in this Lease without obtaining the Lessor’s written consent in advance.
4. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
 - a. Conform to all applicable laws and regulations affecting the Premises.
 - b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
 - c. Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.

- d. Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
5. Lessee's Obligations. Lessee leases the Premises in its "as is" condition without any warranty or representations as to habitability for residential purposes. Lessee waives any and all claims against Lessor with respect to any issues of habitability during Lessee's occupancy of the Premises. The following shall be the responsibility of the Lessee:
- a. Maintain a license with the State of Oregon to operate an adult foster home.
 - b. Lessee shall pay for any repairs to the Premises that cost less than \$250 per occurrence.
 - c. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own expense. Lessee may be required to remove such items at the end of the Lease term.
 - d. Any repairs necessitated by the negligence of Lessee, its agents, employees or invitees, regardless of any other provision in this Lease.
 - e. Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.
6. Maintenance and Repair of Premises.
- a. Lessor shall perform repairs to the Premises that cost \$250 or more per occurrence, and bear the entire cost of the repair.
 - b. Should Lessor fail to maintain the Premises in accordance with Paragraph 6 (a) above, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.
7. Utilities and Services.
- a. Lessee shall pay for all charges for heat, light, power, sewage, water, garbage disposal, and other services or utilities furnished to the Premises.
 - b. The cost of the real property taxes and assessments applicable to the Premises are included in the base rent set forth in Paragraph 2 above. Lessor shall pay said taxes and assessments when due.
8. Liens.
- a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
 - b. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with the Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of foreclosure or sale under a lien.

9. Insurance.

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.
- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises.
- c. Lessor will carry fire and casualty insurance only on the structures located on the Premises.
- d. Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming the State of Oregon, Oregon Health Authority, Deschutes County, their officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease.
- e. Lessee shall provide to Lessor proof of workers compensation insurance.
- f. Indemnification: Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased property; and further agrees to indemnify, defend, and save harmless the State of Oregon, Oregon Health Authority, Lessor, its officers, agents and employees from and against all claims, suits or actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.

10. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable to the purpose lease, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

11. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or other surrender of occupancy of any portion of or structure on the leased premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.

12. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

13. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party, shall be entitled to recover

damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payment(s).

14. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor: Deschutes County – Property & Facilities Department
Attention: Susan Ross
PO Box 6005
Bend, OR 97708
Phone: 541-383-6713

Lessee:

15. Assignment. Lessee shall not assign or sub-rent the premises without the prior written consent of the Lessor.
16. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
17. Authority. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
18. MERGER.

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.