



REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES AGREEMENT  
AGREEMENT NO. 2022-017**

This Agreement (the "Agreement") is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division, hereinafter referred to as "County," and Telecare Mental Health Services of Oregon, Inc., 1080 Marina Village Pkwy, Suite 100, Alameda, CA 94501, hereinafter referred to as "Contractor."

WHEREAS, County is authorized pursuant to ORS 430.670 to obtain, by contract, the services necessary to operate a community behavioral health program; 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, Oregon Health Authority ("OHA") for purposes of providing services under this Agreement; now, therefore,

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

1. Effective Date. The effective date of this Agreement shall be effective **January 1, 2022**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County accepts Contractor's completed performance or on **December 31, 2022**, 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 Residential Treatment Services and Secure Residential Treatment Services as defined in County's agreement with the Oregon Health Authority, effective January 1, 2021, OHA #166040 and in accordance with the specific Mental Health Service (MHS) Service Elements defined in applicable Exhibit 1 sections. This Agreement includes pages 1-10 along with the following Exhibits:
  - Exhibit 1 – PROGRAM DEFINITIONS AND COMPENSATION
  - Exhibit 1A – STATEMENT OF WORK - SECURE RESIDENTIAL TREATMENT FACILITY
  - Exhibit 1B – STATEMENT OF WORK - RESIDENTIAL TREATMENT HOME
  - Exhibit 1C - SERVICE ELEMENT DESCRIPTION – NON-OHP COMMUNITY AND RESIDENTIAL ASSISTANCE
  - Exhibit 1D - COMPREHENSIVE INCIDENT REPORTING
  - Exhibit 2 – INSURANCE
  - Exhibit 3 - FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES
  - Exhibit 4 – CONFIDENTIALITY AGREEMENT
  - Exhibit 5 – REQUIRED PROVIDER CONTRACT PROVISIONS
  - Exhibit 6 - CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by and through County's contracts with the State of Oregon, Oregon Health Authority (OHA), Health Systems Division.

3. Regulations and Duties. Contractor shall comply with all applicable provisions of the Contract between County and the State of Oregon, including applicable Service Descriptions attached thereto, in place at the time this Agreement is executed and effective January 1, 2022, (the "Contract") between the Oregon Health Authority ("OHA") and Deschutes County, OHA Agreement #173133, as the same may be amended, replaced and/or renewed from time to time. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the Contract between County and the OHA, incorporated herein by reference, as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor's performance of services under this Agreement. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Agreement, County determines to be within the scope of this Agreement and is to be performed by Contractor, Contractor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.

4. Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

5. Reporting.

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

B. Contractor agrees to prepare and furnish such reports and data as may be required by County and the Oregon Health Authority, including but not limited to an Individual's records which contain the Individual's identification, problem assessment, Service and Support Plan (including any training and/or care plan), appropriate medical information, medical records and Service Notes, including a service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in the administrative rules. Contractor will submit records requested by County within two (2) weeks of the date the request was received by Contractor. Contractor shall retain each individual's records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, an individual's records must be retained for a minimum of six (6) years from termination or expiration of this Agreement. It is understood that due to the limited nature of Contractor's services under this Agreement, not all of these documents will have been prepared by Contractor and therefore need not be furnished. Oregon Health Authority Measures and Outcome Tracking System (MOTS) data, Community Mental Health Provider Report, and Termination Service Recording Form shall, if necessary, be completed in accordance with Oregon Health Authority requirements and submitted to Oregon Health Authority through County. Contractor agrees to, and does hereby grant County and the Oregon Health Authority the right to reproduce, use and disclose for County or Oregon Health Authority purposes, all or any part of the reports, data, and technical information furnished to County under this Agreement. Contractor shall make available to County, Oregon Health Authority and any Individual enrolled in and/or seeking services from Contractor as defined in Exhibit 1 of this Agreement, any and all written materials in alternate formats in compliance with Oregon Health Authority's policies or administrative rules. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Agreement.

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

To Contractor:

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

To County:

Janice Garceau, Deputy Director  
Deschutes County Health Services  
2577 NE Courtney Dr.  
Bend, Oregon 97701  
Fax No. 541-322-7565  
janice.garceau@deschutes.org

To County for notices:

Grace Justice Evans  
Deschutes County Health Services  
2577 NE Courtney Dr.  
Bend, Oregon 97701  
Fax No. 541-322-7565  
grace.evans@deschutes.org

To County for Invoices:

Sharon Hatcher  
Deschutes County Health Services  
2577 NE Courtney Dr.  
Bend, Oregon 97701  
Fax No. 541-388-6617  
Sharon.hatcher@deschutes.org

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

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

- 1) Contractor shall retain and keep accessible all books, documents, papers and records that are directly related to this Agreement, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of seven (7) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement.
- 2) If an audit, litigation or other action involving this Agreement is started before the end of the seven-year (7) period, the records shall be retained until all issues arising out of the action are resolved.

- B. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Agreement, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of conducting audits and examinations, making copies, excerpts and transcripts. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
  - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Agreement.
  - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.
7. Confidentiality. In addition to the obligations imposed upon Contractor by Exhibit 4, Contractor shall maintain confidentiality of information obtained pursuant to this Agreement as follows:
- A. Contractor shall not use, release or disclose any information Contractor shall not use, release or disclose any information concerning any employee, Individual, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Agreement except upon written consent of the County, and if applicable, the employee, individual, applicant or person.
  - B. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
  - C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement.
  - D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
  - E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
  - F. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
  - G. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
  - H. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Agreement.
  - I. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to individuals which are funded in whole or in part under this Agreement. Contractor shall maintain the confidentiality of an individual's records as required by applicable state and federal law, including without limitation, ORS 179-495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of an individual's information and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

8. Payment of Agreement. Subject to availability of funds, Contractor will receive payment for providing the services described in Exhibit 1, Program Definitions and Compensation.
9. Payments in Future Years beyond December 31, 2022. Not later than November 2022, Contractor and County may meet to review this Agreement and negotiate the program and reporting requirements, outcomes, protocols and payment to be paid by County and OHA to Contractor beginning after January 1, 2023. The parties may at that time also negotiate payment methods and amounts for one or more years after 2022.
10. Recovery of Funds. Expenditures of Contractor may be charged to this Agreement only if they: (1) are in payment for services performed under this Agreement; (2) conform to applicable State and Federal regulations and statutes; (3) are in payment of an obligation incurred during the period of this Agreement; and (4) when added to other compensation pursuant to this Agreement are not in excess of 100% of the maximum amount detailed in Exhibit 1.

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

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

11. Retention of Revenue and Earned Interest. Fees and third-party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the OHA, for services rendered by Contractor, and interest earned on such funds in the possession of Contractor, shall be retained by Contractor provided that such amounts are received on account a behavioral health service described in Exhibit 1 of this Agreement and complies with the standards of the OHA.
12. Withholding of Payments. Notwithstanding any other payment provision of this Agreement, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Agreement.
13. Work Standard.
  - A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Agreement and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
  - B. For goods and services to be provided under this Agreement, Contractor agrees to:
    - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
    - 2) comply with all applicable legal requirements;
    - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
    - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
14. Ownership of Work. All work of Contractor that results from this Agreement (the "Work Product") is the exclusive property of County.
  - A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
  - B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
  - C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.

- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
  - E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Agreement except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
  - F. If this Agreement is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Agreement, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Agreement.
  - G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
  - H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.
15. Termination. All or part of this Agreement may be terminated by mutual consent of both parties, or by either party at any time for convenience upon sixty (60) days' notice in writing to the other party.

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

- A. With thirty (30) days written notice, if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give more notice whenever possible.
- B. With sixty (60) days written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Agreement.
- C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Contractor to provide a service under this Agreement.
- D. With thirty (30) days written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Agreement (or subsequent modifications to this Agreement) within the time specified herein, or any extensions thereof.
- E. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of Individuals, residents, staff, or the public.
- F. Failure of the Contractor to comply with the provisions of this Agreement or any applicable Federal, State and local laws and rules which may be cause for termination of this Agreement. The circumstances under which this Agreement may be terminated by either party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
  - 1. Acts or omissions that jeopardize the health, safety, or security of Individuals.
  - 2. Misuse of funds.
  - 3. Intentional falsification of records.

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

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

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

17. Remedies. In the event of breach of this Agreement the Parties shall have the following remedies:

- A. Termination under this Agreement shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.
- B. If terminated under this Agreement by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this Agreement, return of all or a portion of this Agreement amount, payment of interest earned on this Agreement amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Agreement, then the Contractor shall be liable to the County for the amount of the reasonable excess.

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

- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- B. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this Agreement, Contractor agrees to:
  - 1) perform the work in a good, workmanlike, and timely manner;
  - 2) develop three (3) outcomes specific to the goal of demonstrating the successful implementation of this Agreement as specified in the applicable Exhibit 1 for the Statement of Work.
  - 3) comply with all applicable legal requirements;
  - 4) take all precautions necessary to protect the safety of all persons at or near facilities, including employees and patients of Contractor and County;
  - 5) take full responsibility for wages and entitlements of Contractor's employees assigned to or furnishing services at facilities.
- C. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of the County, OHA or State of Oregon, and County, OHA and State of Oregon do not have the right of direction or control of the manner in which Contractor delivers services under this Agreement or exercise any control over the activities of the Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- D. County is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with activities carried on under this Agreement, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- E. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.

19. 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.

20. No Third Party Beneficiaries.

- A. County and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms.
- B. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

21. Constraints. Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

- A. Contractor shall:
  - 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
  - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
  - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
- C. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or Contract for the purpose of providing or paying for such services.
- D. Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. Persons employed under this contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
- E. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- F. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. Contractor shall comply with Federal rules and statutes pertaining to the Substance Abuse and Mental Health Services Administration (SAMHSA) and Social Security (formerly Title XX) Community Health Services Block Grant(s); including the Public Health Services Act, especially sections 1914 (b)(1-5), 1915 (c)(12), 1916 (b)(2) and Public Law 97-35.

- H. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Contractor, the individual has authority and knowledge regarding Contractors' payment of taxes, and to the best of the individual's knowledge, Contractor is not in violation of any Oregon tax laws.

22. Hold Harmless.

- A. To the fullest extent authorized by law Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save, hold harmless and indemnify the County, the State of Oregon and the Oregon Health Authority their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement.
- D. Contractors 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 from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.
23. 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**. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA and County. County shall not authorize contractors to begin work under the Agreement until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Agreement as permitted by the Agreement provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Agreement when the County is aware that Contractor is not in compliance with the insurance requirements.
24. 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.
25. 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.
26. Assignment. Contractor shall not assign this Agreement without the prior written consent of County.
27. Renewal. This Agreement may be renewed, subject to the following conditions: (1) renewal will be based on the County approval by the Department, and (2) renewal is subject to the availability of funding.
28. Contractor shall comply with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. **See Exhibit 3.**



29. Reductions in Agreement Funding.

- A. Any funds spent by Contractor for purposes not authorized by this Agreement shall either be paid directly by the Contractor to the County or, if not so paid, at the discretion of County, shall be applied to future payments from County to the Contractor. Payments by County in excess of authorized amounts that have not been repaid by the Contractor within thirty (30) days after the Agreement's expiration or after notification by the County, whichever date is earlier, shall be deducted from future payments from County to the Contractor or may justify termination of the Agreement.
- B. In the event that a statutorily required operating license or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder will cease on the date of termination of this Agreement (whether in whole or in part) or the date of expiration or suspension of the license or letter of approval, whichever date is earlier.

30. 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.

31. 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.

32. Waiver.

- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

33. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

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

35. Representations and Warranties.

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

B. Warranties Cumulative. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

36. SB 675 (2015) Representation and Covenant.

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

37. Nondiscrimination. Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

38. Survival. The provisions of paragraphs 4 (Successors in Interest) 5 C (Notices) 6 (Access to Records) 7 (Confidentiality) 14 (Ownership of Work) 16 (Contractors Tender Upon Termination) 17 (Remedies) 20 (No Third Party Beneficiaries) 22 (Hold Harmless) 32 (Waiver) 33 (Governing Law) 34 (Identity Theft Protection) 35 (Representations and Warranties) shall survive the termination or expiration of this Agreement.

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

**Signature:**   
Leslie J Davis (Feb 19, 2022 15:03 PST)

**Email:** ldavis@telecarecorp.com

**Title:** SVP and CFO

**Company:** Telecare Corporation

**I have read this Agreement including the attached Exhibits. I understand this Agreement and agree to be bound by its terms.** NOTE: Also sign Exhibit 4.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary

**EXHIBIT 1  
DESCHUTES COUNTY SERVICES AGREEMENT  
PROGRAM DEFINITIONS AND COMPENSATION**

**Contract Monitoring.** County shall monitor each Contractor's delivery of services and promptly report to OHA when County identifies a deficiency in a Contractor's delivery of a service or in a Contractor's compliance with the Agreement between Contractor and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Contractor. County shall also monitor the fiscal performance of each Contractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in Contractor's delivery of a service or in a Contractor's compliance with the Agreement between the Contractor and County, nothing shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Contractor.

**Definitions:**

**Behavioral Health** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as psychological distress and suicide.

**NON-OHP COMMUNITY AND RESIDENTIAL ASSISTANCE**

**Health Services Division or "HSD"** means for the purpose of this Contract, the division of Oregon Health Authority (OHA) that is responsible for Community Mental Health, Addiction treatment, Recovery & Prevention, and Problem Gambling Services.

**Oregon Health Authority or "OHA"** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.

a. Service Name: **Non-OHP Community and Residential Assistance**

Service ID Code: **MHS 17**

**(1) Service Description**

Providers need flexibility when submitting invoices for services provided under a variety of different service elements.

OHA has consolidated the invoiceable services, paid from Part C funds, from multiple service elements into MHS 17. This flexibility allows us to use funding provided by MHS 17 and reduce the number of agreement amendments issued to transfer funds from one service element to another. The MHS 17 funding is allocated as a single pool that is used to pay for the invoiceable services described in the Service Elements listed below.

These Service Elements and the invoiceable service components for each are referenced by title and exist in detail in 'Exhibit B-1, Service Descriptions':

- (a) **MHS 26 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**
- (b) **MHS 27 – RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**
- (c) **MHS 28 – RESIDENTIAL TREATMENT SERVICES**
- (d) **MHS 30 – MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**
- (e) **MHS 34 – ADULT FOSTER CARE SERVICES**
- (f) **MHS 36 – PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)**

**Trauma Informed Services** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.

## 1. The maximum compensation.

- a. The maximum, not to exceed consideration under this Agreement, including any allowable expenses, shall be **\$235,000**. This amount is to assure coverage of additional funding for non-Medicaid individuals obtaining specialty State funding; and for variable PSRB Security funding. Contractor shall receive up to the total maximum amount for any allowable expenses agreed upon by the County and allocated by OHA to County for services provided by the Contractor under the contract between OHA and County. All funds will be paid in accordance with a budget that is approved by OHA.
- A. All funds awarded to Contractor under this Agreement are subject to OHA monitoring and adjustment. All adjustments in funds awarded will be made by amendment to the contract between OHA and County. OHA will monitor and adjust funds awarded throughout the term of this Agreement at OHA discretion.
- B. Contractor may also receive funding for Start-up Special Projects as outlined in Service ID Code MHS-37, defined in County's contract with OHA #173133. Contractor is responsible for expenditure of MHS 37 funds in accordance with budget approved by the OHA and for completion and submission of all required documentation of fund expenditures to County and OHA.
- C. Recovery of Overpayment: All payments made to Contractor under this Agreement are subject to recovery by OHA and/or the County in accordance with OAR 410-120-1397 Recovery of Overpayments to Providers--Recoupments and Refunds and Service Element Descriptions for MHS 28, MHS 20 and MHS 37 funds:
  - 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 and/or County 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 and/or County 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 and/or County, after giving written notification to Contractor, may withhold from payments due to Contractor such amounts, over such periods of time as are necessary to recover the amount of overpayment.

## 2. Schedule of Performance or Delivery.

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the schedule listed in Exhibit 1, Paragraph 1.
- B. County will only pay for completed work that conforms to the terms of the Agreement.

## 3. Renewal. Any extension of services for the period after December 31, 2022 will be by separate Agreement. This Agreement may be renewed subject to the following conditions:

- A. Renewal will be based on the County Department approval.
- B. Renewal is subject to the availability of funding.

## 4. Consideration. Subject to availability of funds, Contractor will receive payment for providing the services described in each Exhibit 1 for the Statement of Work, entitled "Secure Residential Treatment Facility" and "Residential Treatment Home".

- A. Contractor shall invoice DMAP in accordance with procedures and forms prescribed by OHA for all services previously funded under Part A and B dollars. Contractor agrees that payment for these services shall be DMAP's responsibility and not County's responsibility. Contractor shall not invoice or expect payment from County for services billed to DMAP under this subsection.
  - i) All Enhanced Care and Enhanced Care Outreach Services reimbursable service billings shall be in accordance with the Medical Assistance Programs 410-120-0000 through and 410-120-1980 and Medicaid Payment for Behavioral Health Services Rule as listed in OAR 410-172-0600 through 410-172-0860.
  - ii) Contractor shall bill all Personal Care Services in accordance with forms and procedures prescribed by OHA.

- iii) Contractor agrees to complete, monitor and obtain all prior authorizations as needed for Extended Care Service and Personal Care Service billing submissions.
- iv) Contractor is required to provide all invoices to the County within seven (7) days following month end.
- v) Following Contractor's submission of invoices to County, County agrees to bill the State on a monthly basis and make payments received from OHA to Contractor within thirty (30) days of payment by the State.

- B. County agrees to pay to Contractor, up to **\$235,000** of MHS17 funding; for non-Medicaid covered individuals
- i) Contractor agrees to invoice County on a monthly basis for Part C payments for (non-Medicaid covered) individuals eligible for Residential Services- SE 17 funding. County agrees to make approved payments to Contractor within thirty (30) days of receipt of funds from the OHA.
  - ii) County agrees to pay 90% of Security monies received from the State for PSRB individuals served at DRC. The State is responsible for assessing and determining the client specific rate. As these monies are individual specific, the funding will vary depending on acuity and PSRB census.
  - iii) Contractor agrees to complete and submit all documentation of expenditures for all funds as required by OHA and the County and to comply with all requirements of the Service Description in which funding is allocated.
  - iv) Contractor is required to provide all invoices to the County within seven (7) days following month end.
  - v) Following Contractor's submission of invoices to County, County agrees to bill the State on a monthly basis and make payments received from OHA to Contractor within thirty (30) days of payment by the State.

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

D. Utilizing the new Tier payment system as designated by OHA, Contractor shall bill DMAP in accordance with procedures and forms prescribed by OHA for all funds formerly known as Part A and B (as defined in this Exhibit 1, under the section titled "Definitions") that are approved by OHA. Contractor agrees that payment for these services shall be DMAP's responsibility and not County's responsibility. Contractor shall not invoice or expect payment from County for services billed to DMAP under this subsection.

**5. Modification of Exhibit 1, State Requirements for Behavioral Health Subcontract**

In the event the State of Oregon modifies the terms of SE17, it is understood and agreed that this Agreement will also be revised accordingly. Authority to change the Exhibit Service Element Descriptions and Definitions to comply fully with Deschutes County's Contract with OHA shall rest with the Director of Contractor and the Director of County. Both parties must agree for the Exhibit to be modified.

**EXHIBIT 1A  
STATEMENT OF WORK  
SECURE RESIDENTIAL TREATMENT FACILITY**

WHEREAS, County owns property to be licensed as a secure residential treatment facility that has been approved by State of Oregon (hereinafter referred to as "Facility") for individuals enrolled in behavioral health programs; and

WHEREAS, County and Contractor agree that a secure residential treatment facility is a preferred behavioral health care model in Central Oregon to provide residential behavioral health services;

WHEREAS, County has signed a lease with Contractor for the property at 20370 Poe Sholes Road in Bend to be operated as the Facility and Contractor is capable of operating and managing the Facility; and

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

**1. Contractor shall perform the following work:**

Contractor shall provide all services as outlined in Exhibit 1, "Statement of Work" and the applicable Exhibit 1A "Service Description" attached as part of this Agreement. Contractor shall provide 24-hour Secure Residential Treatment Facility (SRTF) services for up to sixteen (16) residents that have been jointly approved by County and Contractor. Contractor shall provide SRTF services described in each Service Description(s) attached as Exhibit 1 (A, B, etc.), and in accordance with OAR 309-035-0100 through 309-035-0225. Contractor shall also provide out-patient mental health services to SRTF residents in accordance with OAR 410-172-0600 through 410-172-0660 "Medicaid Payment for Rehabilitative Mental Health Services and OAR 309-019-0100 through 309-019-0220 "Outpatient Behavioral Health Services". Contractor shall screen and assess individuals for tobacco use, and offer tobacco cessation resources to individuals choosing to quit.

**Service 1: Secure Residential Treatment Facility (SRTF):**

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

- A. Contractor shall provide 24-hour SRTF services to up to sixteen (16) residents. Contractor shall provide SRTF services described in the attached Service Description titled "Residential Treatment Services, Service ID code MHS 28, and "Secure Residential Treatment Facility", Services ID Code MHS 28, Exhibit 1 and in accordance with OAR 309-035-0100 through 309-035-0225, in the Facility.
1. Services shall also include:
    - a. Residential Treatment Services (SRTF);
    - b. Residential Community Mental Health Treatment Services for Adults;
    - c. Medicaid reimbursable service billings in accordance with the Medical Assistance Programs 410-120-0000 through and 410-120-1980; Medicaid Payment for Behavioral Health Services Rule as listed in OAR 410-172-0600 through 410-172-0860; and Community Treatment and Support Services 309-032-0301 through 309-032-0890.
  2. Contractor must enroll all Individuals served in Oregon State's Measures and Outcome Tracking System (MOTS) database within twenty-four (24) hours of admission and disenroll within twenty-four (24) hours of discharge.
  3. Residential Screening Process: The Contractor must jointly participate with the County in a screening process for all potential admissions to a SRTF facility. Contractor understands that the County must approve any individual admitted to the facility.
  4. For residents under the jurisdiction of the Psychiatric Security Review Board: Contractor shall follow all services and requirements as outlined in the resident's Conditional Release Order. Contractor shall inform the County immediately via phone of a resident's failure to follow any Conditional Release requirement, of any significant change in the resident's status or symptoms, or of any situation in the opinion of the Contractor which impacts the resident's ability to maintain community placement within the Facility in accordance with Conditional Release orders.
- B. The Contractor must ensure the following at the Facility where SRTF services are provided:
1. Currently have in place and maintain throughout the life of this Agreement, a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600.
  2. Contractor must obtain and maintain any other licenses and/or certifications as necessary or required by law or administrative rule for a provider of SRTF services and as an operator of the facility. This will include Contractor maintaining approval from County and OHA under OAR 309-035-0115 "Licensing".

3. Contractor agrees to provide only those outpatient behavioral health services that are required for Contractor's role as a residential treatment provider. Contractor agrees to not utilize this certification to establish or provide any other outpatient services within Deschutes County unless expressly approved by County under separate agreement.
- C. Contractor shall provide SRTF services to Individuals who meet the following criteria:
2. Be eighteen (18) years or older; and
  3. Be referred through Choice Model process OR through Psychiatric Security Review Board; and
  4. Be approved by County in collaboration with Contractor, the program treating referral hospital, responsible Community Mental Health Program (CMHP) and/or the Coordinated Care Organization (if enrolled) responsible for the Individual.; and
  5. Have an Axis I Diagnosis according to the Diagnostic and Statistical Manual of Mental Disorders and
  5. Be currently approved for payment through OHP, Choice Model, PSRB; or pre-approved for indigent client MHS 28 Part C invoicing.
  6. Details as outlined in this section pertain to each individual served at the SRTF, regardless of funding source.
2. **County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:
1. County will maintain primary responsibility for screening and approval of admissions to the residential treatment Facility and will provide Residential Specialist staff and/or PSRB Coordinator to participate in this process. Screenings will be conducted in coordination with Contractor's SRTF staff, however, any resident accepted for admission to the facility must also be approved by the County for placement. PSRB Coordinator staff will also provide regular outreach and coordination with Contractor's SRTF staff.
  2. County will maintain primary responsibility for PSRB monitoring and reporting in accordance with the agreement executed between County and OHA, Agreement #173133.
  3. As appropriate, County agrees to provide a letter of support to Contractor as part of certification application outlined in 1(B)(2) for Contractor to operate as an Outpatient Mental Health Provider within Deschutes County and to provide the required monitoring and oversight in coordination with Oregon Health Authority.

**EXHIBIT 1B  
STATEMENT OF WORK  
RESIDENTIAL TREATMENT HOME**

WHEREAS, Contractor has acquired two (2) properties to be licensed as residential treatment homes that have been approved by County and State of Oregon (hereinafter referred to as "Facilities") for individuals enrolled in behavioral health programs; and

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

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

WHEREAS, County has an agreement with the State of Oregon to ensure that County has a minimum of six (6) beds for clients who qualify for Choice Model services (formerly known as AMHI and/or ENCC services).

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

**1. Contractor shall perform the following work:**

Contractor shall provide 24-hour Residential Treatment Home (RTH) services for up to ten (10) residents that have been jointly approved by County and Contractor. Contractor shall provide RTH services described in the attached Service Description, Exhibit 1A titled "Residential Treatment Services". Services shall be delivered in a facility licensed as a RTH, in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Contractor shall also provide out-patient mental health services to RTH residents in accordance with OAR 309-15-0000 through 309-015-0060 "Medicaid Payment for Psychiatric Hospital Inpatient Services" and OAR 309-019-0100 through 309-019-0220 Outpatient Behavioral Health Services". Contractor shall screen and assess Individuals for tobacco use, and offer tobacco cessation resources to individuals choosing to quit.

**Service 1: Residential Treatment Home (RTH):**

- A. The purpose of RTH services is to stabilize resident's psychiatric symptoms, improve independent living skills, and then discharge the resident into an appropriate and safe level of community services of less intensity as clinically appropriate.
- B. Contractor shall provide 24-hour RTH services for up to ten (10) residents. Contractor shall provide RTH services described in the attached Exhibit 1A, Service Description titled "Residential Treatment Services", in accordance with OAR 309-035-0100 through 309-035-0225, in homes at two (2) locations in Deschutes County.

**C. Services shall include:**

- 1) Non-inpatient Mental Health Treatment Services in accordance with OAR 309-039-0500 through OAR 309-039-0580;
- 2) Residential Treatment Services, in accordance with OAR 309-035-0100 through OAR 309-035-0225;
- 3) Medicaid reimbursable service billings in accordance with the Health Systems Division: Medical Assistance Programs 410-120-0000 through 410-120-1980; Medicaid Payment for Psychiatric Hospital Inpatient Services as listed in OAR 309-015-0100 through 309-015-0060; and Outpatient Behavioral Health Services 309-019-0100 through 309-019-0220.
- 4) Contractor must enroll all Individuals served in Oregon State's Measures and Outcomes Tracking System (MOTS) within twenty-four (24) hours of admission and disenroll within twenty-four (24) hours of discharge.
- 5) Residential Screening Process: The Contractor must jointly participate with the County in a screening process for all potential admissions to a RTH facility. Contractor understands that the County must also approve any individual admitted to the facility.

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

- 1) Currently have in place and maintain throughout the life of this Agreement, licensing as a Residential Treatment Home as defined in OAR 309-035-0100 through 309-035-0225.



- 2) Contractor must obtain and maintain any other licenses and/or certifications as necessary or required by law or administrative rule for a provider of RTH services and as an operator of the facility. This will include Contractor maintaining approval under OAR 309-035-0115, "Licensing".
- 3) Contractor agrees to provide only those outpatient behavioral health services that are required for Contractor's role as a residential treatment provider. Contractor agrees to not utilize this certification to establish or provide any other outpatient services within Deschutes County unless expressly approved by County under separate agreement.

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

- 1) Be eighteen (18) years or older; and
- 2) Be referred by the Oregon Health Authority (OHA) Choice Model and approved by County in collaboration with the program treating referral hospital, responsible Community Mental Health Program (CMHP) and/or the Coordinated Care Organization (if enrolled) responsible for the Individual; and
- 3) Have an Axis I Diagnosis according to the Diagnostic and Statistical Manual of Mental Disorders; and
- 4) Be currently approved for Long Term Psychiatric Care by Choice Model; or
- 5) Be referred directly by Deschutes County in accordance with County Bed Referral procedures; or
- 6) Be a Medicaid eligible individual in a benefit category that allows for payments for Medicaid Rehabilitative Services; or be pre-approved for indigent client MHS 28 Part C invoicing.

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

- A. County will maintain primary responsibility for screening and approval of admissions to the residential treatment facilities and will provide Residential Specialist staff to participate in this process. Screenings will be conducted in coordination with Contractor's RTH staff, however, any resident accepted for admission to the facility must also be approved by the County for placement. Residential Specialist staff will also provide regular outreach and coordination with Contractor's RTH staff.
- B. As appropriate, County agrees to provide a letter of support to Contractor as part of certification application for Contractor to operate as a Residential Treatment Home Provider within Deschutes County.
- C. County agrees to provide all other out-patient behavioral health services including but not limited to: medication management, individual and group therapy and supported employment services.

**EXHIBIT 1C  
RESIDENTIAL TREATMENT SERVICES  
SERVICE ELEMENT DESCRIPTION**

This Service Description (Exhibit 1C) is incorporated by reference herein to the extent that it is applicable to the Agreement between Contractor and County. Contractor agrees to comply with the provisions of the Service Description as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the Oregon Health Authority (OHA), applicable Federal regulations and all provisions of Federal and State statutes, relating to Contractor's performance under this Agreement.

Service Name: **NON-OHP COMMUNITY AND RESIDENTIAL ASSISTANCE**

Service ID Code: **MHS 17**

**a. Service Description**

Providers need flexibility when submitting invoices for services provided under a variety of different service elements. OHA has consolidated the invoiceable services, paid from Part C funds, from multiple service elements into MHS 17. This flexibility allows OHA to use funding provided by MHS 17 and reduce the number of agreement amendments issued to transfer funds from one service element to another. The MHS 17 funding is allocated as a single pool that is used to pay for the invoiceable services described in the Service Elements listed below.

These Service Elements and the invoiceable service components for each are referenced by title and exist in detail in "Exhibit B-1, Service Descriptions" of the Agreement between Deschutes County and OHA #173133:

- (1) MHS 26 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION;
- (2) MHS 27 – RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION;
- (3) MHS 28 – RESIDENTIAL TREATMENT SERVICES;
- (4) MHS 30 – MONITORING SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD;
- (5) MHS 34 – ADULT FOSTER CARE SERVICES;
- (6) MHS 36 – PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)
- (7) Within the above Service Elements, any Specialized Requests for management of physical or health problems, including, but not limited to, seizures, incontinency, diabetes, and pain management require a Prior Authorization from OHA, using the Intensive Services Request Form located at <https://www.oregon.gov/OHA/HSD/OHP/Pages/MH-Rates.aspx>.

**b. Authorization, Monitoring, and Review**

- (1) For Services to non-Medicaid-eligible Individuals indicated in the Exhibit B-1, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the period shown and do not carry forward into the following years' allotments.
- (2) Funding for Specialized Requests, (1) (g) above, will follow a process to assure necessity of services required by an Individual in exception need, that would not fit within the Intensive Services Requests of the Rate Review Committee (RRC), with the following structure:
  - (a) A proposal is then reviewed by a minimum of two clinicians to assure initial necessity of services considering the current circumstances, history of interventions, limits of current resources and potential plans for stabilization.
  - (b) If there is sufficient initial necessity, then the proposal will be reviewed by the RRC to determine a recommendation of approval or denial.

(c) If approved, the Specialized Request will follow the same process indicated in (2)(a), "Authorization, Monitoring and review."

(3) If denied, the requestor will be notified in writing with rationale determined by the RRC.

**c. Performance Requirements**

Providers submitting invoices for payment under any of the Service Elements identified in Section (1) above must meet the conditions shown in the specific Service Element in Exhibit B-1 to receive prompt and complete payment of invoices.

**d. Reporting Requirements for MOTS**

All Individuals receiving Services under Service Element(s) A&D 03, 61, 62, 63, 64, 65, 66, 67, and/or MHS01, 04, 05, 08, 09, 13, 15, 20, 25, 26, 27, 28, 30, 34, 35, 36, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's "MOTS Reference Manual," located at: <https://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the "Who Reports in MOTS Policy," as follows:

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- 1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- 2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- 3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- 4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/ or substance abuse services).
- 5) Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at [MOTS.Support@dhsosha.state.or.us](mailto:MOTS.Support@dhsosha.state.or.us).

**e. Special Reporting Requirements**

None.

**f. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures (language referenced from OHA 173133, Exhibit D, Payment, Settlement, and Confirmation Requirements, Payment and Settlement language, Section 1.b through 1. d)**

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description. 1.b. Part A Awards:

OHA provides financial assistance for Services through Part A awards for non-Medicaid eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services, for Service Elements MHS 01, 08, 09, 10, 12, 13, 15, 16, 20, 24, 25, 26, 27, 28, 31, 34, 36, and A&D 61, 63, 65, 66, and 67.

(1) Calculation of Financial Assistance: OHA will provide financial assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an

"A" in column "Part ABC," shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

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

- (a) OHA may, upon written request of County, adjust monthly allotments;
- (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
- (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections or applicable special conditions.

1.c. Part B Awards:

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but may be included for budgetary purposes.

(1) Part B awards are calculated and applied as follows:

(a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at:

<https://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>.

(b) OHA calculates the rates and then processes claims through OHA's MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at:

<https://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and

(c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

1.d. Part C Awards:

(1) Part C awards are calculated and applied as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to [amhcontract.administrator@dhs.oha.state.or.us](mailto:amhcontract.administrator@dhs.oha.state.or.us) with the subject line "Invoice, contract # (your contract number), contractor name." Financial assistance provided by OHA shall be subject to the limitations described in this Agreement.

(a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

(b) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

**EXHIBIT 1D**  
**DESCHUTES COUNTY HEALTH SERVICES**  
**COMPREHENSIVE INCIDENT REPORTING**

1. Definitions:

A. 370 Status

The primary treatment goals for clients under a 370 order are stabilization and achieving a level of capacity so they may cooperate with attorneys and participate in their own defense (ORS 161.370).

B. Aid and Assist

Certified examiners who periodically evaluate clients who are under 370 status. Examiners evaluate clients to determine whether they are able to aid and assist in their defense and are ready to return to court. By statute, the evaluations are due within ninety (90) days of admission, one hundred eighty (180) days of admission and then every one hundred eighty (180) days after that. Treatment teams may request an evaluation as soon as they believe clients are ready.

C. Community Restoration

This set of services includes competency restoration and periodic assessment of a defendant's capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. These services are required to restore an individual's ability to "aid and assist" in their own defense, before the person can stand trial. Forensic evaluations are performed by specially trained and qualified professionals for the purpose of evaluating competence to "aid and assist" in Oregon. Community Restoration evaluation is performed by clinicians from Deschutes County Health Services

C. Critical Events

Critical events are matters concerning safety for client and/or safety for community and potentially creates a liability concern. An example of liability issue would be a high-risk elopement.

D. Elope

To abscond, depart, leave, or walk away. If a person under the jurisdiction of the PSRB elopes without permission from a facility, they have unlawfully eloped and members may be contacted to bring that person back to the facility. ORS 161.336(4)(a).

2. Approvals of Passes/Privileges:

Contractor shall implement a pass review process for clients consistent with current Psychiatric Security Review Board (PSRB) Pass Review process. This process shall include the following:

A. Designated County staff shall attend Contractor treatment team meeting every other week to participate in approval and planning of pass status for all clients on Community Restoration, 370 status, or civilly committed and residing at applicable Contractor location.

B. Prior to treatment team meeting, Contractor shall notify designated County staff which clients shall be reviewed for pass privileges that week.

C. Contractor shall coordinate treatment review allowing for designated County staff to be present for the review of all applicable clients that week (bundling client information is preferred).

D. Contractor will adhere to the agreement between Contractor and District Attorney for approval on passes for applicable clients on 370's.

E. Contractor shall ensure all clients on a pass carry a GPS device. GPS tracks will be monitored and reviewed upon return from pass.

F. Disagreements related to the approval/disapproval shall be escalated to County supervisors, then County management, and finally County medical director until there is a mutual agreement between all parties. County shall have final say regarding the approval/disapproval of a client pass.

G. Contractor will implement the following changes in Contractor's policy, procedures and training as it relates to pass approval.

- i. Standardized training on assessments shall be required for staff to identify risk factors.
- ii. Written protocol regarding how clients obtain pass status that is in coordination with current PSRB protocol.
- iii. Retraining Line of Site for all applicable staff. Quarterly Line of Site refresher training for all applicable staff.
- iv. Elopement Risk Assessment training specific to decision making tied to elopement for all applicable staff.
- v. Develop and implement a pre-outing meeting with client, reviewing expectations and group cohesion for pass.
- vi. Focus on culture. Create a welcoming culture.

### 3. Incident Report Responses

Contractor shall include the following in Contractor's administrative review of incidents:

#### A. Why did the incident occur; what likely lead to the incident?

- Accident
- Adverse Drug Event
- Communication
- Distraction or interruption
- EMR Related Problem
- Environmental Problem
- Equipment
- Training/Education
- No Investigation indicated
- Non-compliance with policy or protocol
- Other (add detail in notes)
- Client Condition
- Client Error
- Staff Error
- Staff Inappropriate Behavior/Attitude
- Staffing Problem
- Supplies Problem

#### B. What was the follow-up related to the reason for the incident?

- Communication Process Enhancement
- Education/Training of Client
- Education/Training of Staff
- Environmental change required
- Counsel Caregiver
- Manager tracking and trending
- Policy/Procedure Updated/Changed
- Notify Fire Department
- Notify Law Enforcement
- No Action Required
- Other (add description in notes)

### 4. Critical Events

Critical events shall follow a specific pathway for review by County.

#### A. Critical events shall be escalated as follows:

- i. Contractor Administrator
- ii. ENCC – Enhanced Needs Care Coordinator-“ENCC – Exceptional Need Care Coordination” is a title of a Provider delivering Choice Model Services and emphasizes the role of coordinating and connecting new services that are specifically matched to the target population described in the Service Description. In addition, ENCCs also assist but not lead, in the placement of other clients outside of the target population as a resource.
- iii. County Supervisor
- iv. County Manager

- B. Critical events and elopements shall be emailed by designated Contractor staff directly to the ENCC, Contractor Supervisor of the Housing Team and County Manager of Intensive Adult Services within twenty-four (24) hours of the event. Contractor Administrative Response shall be emailed within seventy-two (72) hours of the event.
- C. Contractor designated staff shall immediately notify County MCAT team by phone when critical events occur after business operating hours and on weekends or applicable holidays.
- D. Client Elopements – Contractor shall attach the pass assessment form to all incident reports on clients eloping from passes.
- E. Any critical event, high risk elopement or clusters of elopements shall trigger Root Cause Analysis and QAPI review. QAPI: QAPI is the merger of two approaches to quality management, Quality Assurance (QA) and Performance Improvement (PI). Both involve seeking and using information, but they differ in key ways: QA is a process of meeting quality standards and assuring that care reaches an acceptable level.
- F. Designated County staff shall be involved in all Quality Reviews/RCA/Debriefs when a critical event has occurred.

**EXHIBIT 2**  
**DESCHUTES COUNTY SERVICES AGREEMENT**  
**Agreement No. 2021-260**  
**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 Agreement. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.**

**Workers Compensation** insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

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

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

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

The amounts indicated above, and not less than \$1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 03, A&D 60, A&D 62, , A&D 63, A&D 64, A&D 65, A&D 66, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39.

The amounts indicated above, and not less than \$2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31.

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 type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input checked="" type="checkbox"/> \$3,000,000	<input checked="" type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes covering bodily injury, death, and property damage in a form and with coverages satisfactory to OHA, and not less than \$1,000,000. This insurance shall include personal injury liability, products and completed operations.

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 amounts indicated above, determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39.

Required by County                       Not required by County (One box must be checked)



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

Per Occurrence

- \$1,000,000  
 \$2,000,000  
 \$3,000,000

Automobile Liability insurance coverage for all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

The amount indicated above, and not less than \$1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 06, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39.

The amount indicated above, and not less than \$2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: MHS 27, MHS 28, MHS 28A.

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

**Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**Notice of Cancellation or Change.** Contractor or Contractor's insurer must provide written notice to County at least thirty (30) calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County for all required insurance before Contractor performs under the Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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

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

**Signature:** *Sarah Key*

**Email:** sarah.key@deschutes.org

**Title:** Loss Prevention Coordinator

**Company:** Deschutes County Risk Management

**Exhibit 3**  
**DESCHUTES COUNTY SERVICES AGREEMENT**  
**Agreement No. 2022-017**  
**Compliance with provisions, requirements of funding source and**  
**Federal and State laws, statutes, rules, regulations, executive orders and policies.**

**Contractor shall comply with the following federal requirements herein when federal funding is being used and the extent that the requirements are applicable to the agreement for services determined and agreed to by and between Contractor and County. For the purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.**

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Contractor under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**7. Audits.** Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

**8. Debarment and Suspension.** County shall not permit any person or entity to be a contractor if the person or entity is listed on the non-procurement portion of the 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.

**9. Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while

providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vii) above; (ix) Neither County, Contractor nor any of County's or Contractor's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor, County or Contractor's employees, officers, agents performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this section may result in termination of this Contract.

**10. Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

**12. Medicaid Services.** To the extent Contractor provides any service in which costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396 a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

**12. ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

**13. Agency-Based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

#### 14. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

#### 15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

- a. Order for Admissions:
  - (1) Pregnant women who inject drugs;
  - (2) Pregnant substance abusers;
  - (3) Other Individuals who inject drugs; and,
  - (4) All others.
- b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:
  - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
  - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
    - (a) Primary medical care, including referral for prenatal care;
    - (b) Pediatric care, including immunizations, for their children;
    - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care.
    - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
    - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.
- c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach 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 within 48 hours;
  - (2) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, Contractor must refer the woman to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and,
  - (3) 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.
- d. Intravenous Drug Abusers. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach 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 7calendar days.
  - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another provider with treatment capacity, admit the Individual to treatment not later than:
    - (a) 14 calendar days after the request for admission to Contractor is made; or
    - (b) 120 calendar days after the date of such request if no provider has the capacity to admit the individual on the date of such request and, if interim services are made available not less than 48 hours after such request.
    - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach 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.

- f. OHA Referrals. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach 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 Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. Barriers to Treatment. Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling 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.
- h. 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.
- i. Oregon Residency. Addiction Treatment, Recovery & Prevention, and Problem Gambling 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.
- j. Tobacco Use. If Contractor has Addiction Treatment, Recovery & Prevention 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.
- k. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention 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 Treatment, Recovery & Prevention Service to that Individual.

#### **16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.**

**Funding requirements.** TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR 263. Only non-medical Services may be provided with TANF Block Grant funds.

- 17. Community Mental Health Block Grant.** All funds, if any, awarded under this Contract for Mental Health 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) and 45 CFR 96.130 regarding the sale of tobacco products. 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. County may not use funds received under applicable agreement with Oregon Health Authority for inherently religious activities, as described in 45 CFR Part 87.
- 19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 20. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.



**Exhibit 4**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-017**

**CONFIDENTIALITY AGREEMENT**

**1. INTRODUCTION**

This Confidentiality (the "Agreement") is entered into as of January 1, 2022 by and between Telecare Mental Health Services of Oregon, Inc., ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("Covered Entity").

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

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

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of Protected Health Information (PHI) and Electronic Protected Health Information (E PHI), 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 "*E PHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- 2.3 *Health Care Component* means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.
- 2.4 "*Protected Health Information*" or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by either Party from or on behalf of either Party, or is created by either Party, or is made accessible to either Party by either Party.
- 2.5 "*Secretary*" means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- 2.6 "*Services*" means Secure Residential Treatment Facility Services provided by Contractor's staff, as part of services identified in the Deschutes County Services Agreement to which this Exhibit 4 is attached.

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

### **3. AGREEMENT**

Each Party agrees that it shall:

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

### **4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION**

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

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

- 4.3 Specifically, if the following information is known to (or can be reasonably obtained by) a Party, the Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party regarding the HIPAA Breach, including but not limited to the information described herein.
- 4.4 Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Parties agree to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, a Party believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- 4.5 Breach Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the Party’s use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party’s breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

## 5. **OTHER PROVISIONS**

- 5.1 A breach under this Agreement shall be deemed to be a material default in the Parties’ Room Use Agreement.
- 5.2 Both Parties authorize termination of this Agreement by the other Party if a Party determines the other Party has violated a material term of this Agreement.
- 5.3 To the extent there are any inconsistencies between this Agreement and the terms of any terms of any other agreement, either written or oral, between County and Clinic, the terms of this Agreement shall prevail.
- 5.4. Contact Information in the event of HIPAA Data Breach or Termination.
  - A. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
  - B. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
  - C. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
  - D. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

To Covered Entity:	Copy to Privacy Officer	To Contractor:
Janice Garceau, Deputy Director	Kayla Sells, Privacy Officer	Leslie Davis
Deschutes County Health Services	Deschutes County Health Services	Telecare Mental Health Service of Oregon, Inc.
2577 NE Courtney Dr.	2577 NE Courtney Dr.	1080 Marina Village Pkwy, Suite 100
Bend, Oregon 97701	Bend, Oregon 97701	Alameda, CA 94501
Fax No. 541-322-7565	Fax No. 541-322-7565	Phone No. 510-337-7950
Janice.garceau@deschutes.org	kayla.sells@deschutes.org	Email:

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

**Signature:** Janice Garceau  
Janice Garceau (Feb 1, 2022 09:04 PST)

**Email:** janice.garceau@deschutes.org

**Title:** Behavioral Health Director

**Company:** Deschutes County Health Services

**Signature:** Leslie J Davis  
Leslie J Davis (Feb 10, 2022 15:03 PST)

**Email:** ldavis@telecarecorp.com

**Title:** SVP and CFO

**Company:** Telecare Corporation

**Exhibit 5**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-017**

**REQUIRED PROVIDER CONTRACT PROVISIONS**

**Oregon Health Authority Exhibit I of OHA #173133 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 Addiction Treatment, Recovery & Prevention and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services:
      - (1) Provide inpatient hospital services;
      - (2) Make cash payments to intended recipients of health services;
      - (3) 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) 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) 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)), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
    - d. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal OMB Circular or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor’s own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.
- 
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 an Individual record for each Individual who receives services under this Contract. The Individual 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 conclusion summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

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

- e. **Safeguarding of an Individual's Information.** Contractor shall maintain the confidentiality of records of Individual's as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of Individual's information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.**  
All individuals receiving services with funds provided under this Agreement must enroll and maintain that Individual's record in Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers;

- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data. If there are any questions, contact MOTS Support at [MOTS.Support@dhsosha.state.or.us](mailto:MOTS.Support@dhsosha.state.or.us).

3. **Alternative Formats of Written Materials.** In connection with the delivery of Program Element Services, Contractor shall make available to Client, without charge, upon the Client's reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If Provider does not have access to such alternate formats, then Provider can request written materials in the Client's preferred format from OHA.
  - b. All written materials related to the services provided to the Client in the Client's language. If Provider does not have access to such languages, then Provider can request written materials in the Client's preferred format from OHA.
  - c. Oral interpretation services related to the services provided to the Client in the Client's language.
  - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Provider shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client's who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, "written materials" means created by Contractor, in connection with the Service being provided by the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Contractor, in the prevalent non-English language(s) within the Contractor's service area.

4. **Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
- a. Individual, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
  - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit 3, Required Federal Terms and Conditions, Section 14, Disclosure.
5. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
- (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
  - (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005—0070, prohibiting discrimination against individuals with disabilities;
  - (c) all state laws requiring reporting of abuse of an Individual; and
  - 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 "Required Federal Terms and Conditions," to the certain January 1, 2022 to December 31, 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of January 1, 2022, 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 extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Agreement.
8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as specified in Exhibit 2 of this Agreement.
11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.



**Exhibit 6**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-017**  
**CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING**

If County purchases a Service, or portion thereof, from a subcontractor, the contract or agreement must be in writing, identify for subcontractor the amount of federal funds included in the contract or agreement, provide the CFDA number, and contain each of the provisions set forth in Oregon Health Authority Agreement with Deschutes County, Exhibit I, "Required Provider Contract Provisions," in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law or that are necessary to implement service delivery in accordance with the applicable service descriptions and/or statement of work.

<b>Deschutes County</b>				
<b>Service Description #</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>All Funding Sources</b>	<b>CFDA #</b>
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment		N/A	
A&D 63	Peer Delivered Services		N/A	
A&D 64	Housing Assistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Subrecipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity		N/A	
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	

<b>Deschutes County</b>				
<b>Service Description #</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>All Funding Sources</b>	<b>CFDA #</b>
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)	Subrecipient	MHBG	93.958
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 17	Non-OHP Community and Residential Assistance		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition	Subrecipient	MHBG	93.958
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile		N/A	

<b>Deschutes County</b>				
<b>Service Description #</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>All Funding Sources</b>	<b>CFDA #</b>
	Panels of the Psychiatric Security Review Board			
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)	Subrecipient	PATH	93.150