



REVIEWED  
LEGAL COUNSEL

**DESCHUTES COUNTY SERVICES CONTRACT  
CONTRACT NO. 2022-813**

This Contract is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division, hereinafter referred to as "County", and Youth Villages, Inc., hereinafter referred to as "Provider", collectively referred to as "Party" or "Parties". The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be retroactively effective **September 1, 2022**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **August 31, 2023**. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Provider that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

**Contract Documents.** This Contract includes Page 1-11 and Exhibits A-G.

**CONTRACTOR DATA AND SIGNATURE**

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security provided on the W-9 form and/or Deschutes County Health Services Vendor Application form.

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

**Signature:** Patrick W. Lawler  
Patrick W. Lawler (Nov 4, 2022 08:33 CDT)  
**Email:** pat.lawler@youthvillages.org  
**Title:** CEO  
**Company:** Youth Villages

**DESCHUTES COUNTY SIGNATURE**

**I have read this Agreement including the attached Exhibits. I understand this Agreement and agree to be bound by its terms.**

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

## STANDARD TERMS AND CONDITIONS

**WHEREAS**, Provider is licensed by the State of Oregon for the care of individuals meeting eligibility requirements (eligibility criteria outlined in applicable Oregon Administrative Rules (OAR)) and Provider meets the qualification requirements in accordance with OAR 410-172-0695. Provider furnishes professional services to pediatric mental health clients and those enrolled in the Oregon Health Plan (OHP), including Intensive In-Home Behavioral Health Treatment (“IIBHT”).

**WHEREAS**, Deschutes County Health Services provides behavioral health services for Deschutes County residents. County desires to enter into this Contract with Provider in order to obligate Provider to provide IIBHT Services to eligible individuals residing in Deschutes County, and Provider desires to provide Diversion Services to OHP members not enrolled with a Coordinated Care Organization (CCO).

**WHEREAS**, The County has determined that IIBHT Services are essential to meeting the needs of individuals within Deschutes County. To ensure IIBHT Services are available to eligible individuals, the County has committed to compensate Provider for the provision of IIBHT Services to individuals in the Tri-County Area.

**WHEREAS**, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Contract, and for mutual reliance of the Parties in this Contract, the Parties agree to comply with the following requirements herein to the extent that it is applicable to the Contract for services determined and agreed to by and between the County and Provider.

1. **Time is of the Essence.** Parties agree that time is of the essence in the performance of this Contract.
2. **Provider's Services.** Provider shall provide Intensive In-Home Behavioral Health Treatment (IIBHT) Services in accordance with Oregon Administrative Rules (OAR) 309-019-0167; 410-172-0650; 410-172-0695 to individuals who align with program eligibility, for children zero (0) through twenty (20) years of age and their family.

Exhibit A – INTENSIVE IN-HOME BEHAVIORAL HEALTH TREATMENT FOR CHILDREN

Exhibit B – STATEMENT OF WORK & COMPENSATION

Exhibit C – INSURANCE

Exhibit D – CONFIDENTIALITY AGREEMENT

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

Exhibit F – REQUIRED PROVIDER CONTRACT PROVISIONS

Exhibit G – FEDERAL AWARD IDENTIFICATION

The above-referenced exhibits are attached hereto and incorporated by this reference. Statement of Work and Compensation is further described in Exhibit A and Exhibit B, attached hereto and incorporated by this reference.

3. **Consideration.** It is understood and agreed that in the event funds are not awarded to County from Substance Abuse and Mental Health Services (SAMHSA) System of Care Expansion and Sustainability Grant or other funding sources as applicable, or if the amount of funds that County actually receives from funding sources is less than anticipated, that County may either terminate this Contract with a thirty (30) day written notice or decrease the total compensation and reimbursement to be paid hereunder.
  - A. Payment for services charged to this Contract shall not exceed the maximum sum outlined in Exhibit B, inclusive of travel and all other expenses. Services, charged directly to the Oregon Health Plan (OHP) or other insurance providers is not calculated as part of the contract maximum compensation.
  - B. Provider shall invoice in accordance with Exhibit B. County will only pay for completed work that is in accordance with this Contract and approved by County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 11, “Notices”.
  - C. Prior to approval or payment of any invoices, County may require and Provider shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption.
  - D. Provider shall not invoice and County will not pay, any amount in excess of the maximum compensation set forth in Exhibit B. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Provider performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.

E. Should it be discovered that Provider is committing or has committed “fraud and abuse” as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Provider under this Contract. If state or federal authorities demand the repayment of funds received under this Contract and Provider has been found willfully committing “fraud and abuse” as those terms are defined in OAR 410-120-0000, County may recover funds paid to Provider under this Contract and any fines or penalties charged to County as a result of Provider’s actions. In the event that County determines that Provider is responsible for the repayment of any funds paid to Provider, in addition to any fines or penalties charged to the County due to Provider willfully committing “fraud and abuse”, Provider agrees to make such payment (and upon request by the County, authorize County withhold of funds otherwise due to Provider) within ten (10) days of notification by County. If federal or state authorities demand the repayment of funds received under this Contract, County may recover all funds paid under this Contract, unless a smaller amount is disallowed or demanded from federal or state authorities.

F. In the event that insurance, or a statutorily required operating license, or letter of approval is suspended or not extended, County’s obligation to provide reimbursement for services or program expenses hereunder related to services rendered without the necessary license or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the license or letter of approval, whichever date is earlier.

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

**5. Work Standard.**

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

B. For goods and services to be provided under this Contract, Provider 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 County programs, directives, and instructions 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 County’s facilities, including employees of County and any other contractors or subcontractors and to protect the work and all other property against damage.

**6. Regulations and Duties.** Provider agrees to comply with the rules and regulations of the SAMHSA Federal System of Care Expansion and Sustainability Grant (SOC), incorporated herein by reference, and applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Provider’s performance of services under this Contract.

Services are funded in part by and through County’s contracts with the State of Oregon, Oregon Health Authority (OHA), #173133. Where applicable, Contractor shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective January 1, 2022, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #173133. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract and is to be performed by Contractor, No federal funds may be used to provide services in violation of 42 USC 14402.

**Contractor or Subrecipient Determination**

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, County’s determination is that:

- Recipient is a subrecipient       Recipient is a contractor       Not applicable

- 7. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150> Standard Contract Provisions.
- 8. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
- 9. Reporting.**
- A. Provider agrees to prepare and furnish such reports and data as may be required by County and/or SAMHSA SOC grant, to which they are applicable to the services being provided under this Contract. Reports may include but not be limited, to financial reports documenting all expenditures of funds under this Contract in accordance with generally accepted accounting procedures, client records which contain client's identification, problem assessment, service plan (including any training and/or care plan), appropriate medical information, and service notes, including a service termination summary and current assessment or evaluation instrument as designated in the Oregon Administrative Rules.
- Provider agrees to, and does hereby grant County the right to reproduce, use and disclose for County purposes, all or any part of the reports, data, and technical information furnished to County under this Contract. Provider shall make available to County and any individual for whom Provider furnishes services pursuant to this Contract, any and all written materials in alternate formats. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.
- B. **Access to Records and Facilities.** The County and its authorized representatives shall have the right to direct access to all of Provider's books, documents, papers and records of Provider that are directly related to this Contract, the financial assistance provided hereunder, or any service for the purpose of making audits, examinations, excerpts, copies and transcriptions. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
- C. Provider shall permit County to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- D. **Retention of Records.** Provider shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Provider shall retain the records until the questions are resolved.
- E. Provider agrees that services provided under this Contract by Provider, facilities used in conjunction with such services, client's records, Provider's policies, procedures, performance data, financial records, and other similar documents and records of Provider, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, its agents, at any reasonable time during business hours.
- 10. Confidentiality.** In addition to the obligations imposed upon Provider by **Exhibit D**, Provider shall maintain confidentiality of information obtained pursuant to this Contract as follows:
- A. Provider shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or the Provider's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Provider shall ensure that its agents, employees, officers and subcontractors with access to County's and Provider's records understand and comply with this confidentiality provision.
- C. Provider shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.

- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act (“HIPAA”).
- F. Provider shall cooperate with County’s in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- G. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- H. Provider and County shall enter into a Confidentiality Agreement, attached hereto, which shall become a part of this Contract as Exhibit D.
- I. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. Provider shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179-495 to 179.507, .45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA), implementing the foregoing laws, and any written policies made available to Provider by County or by the OHA. Provider shall create and maintain written policies and procedures related to the disclosure of a client’s information and shall make such policies and procedures available to County for review and inspection as reasonably requested by County.

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

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

| <u>To Provider:</u>  | <u>To County:</u>  |
|--|--|
| Andrew Grover  | Janice Garceau, Director   |
| Youth Villages, Inc.   | Deschutes County Health Services   |
| PO Box 368   | 2577 NE Courtney Dr.   |
| Marylhurst, Oregon 97036   | Bend, Oregon 97701   |
| Fax No.  | Fax No. 541-322-7565   |
| <a href="mailto:Andrew.grover@youthvillages.org">Andrew.grover@youthvillages.org</a> | <a href="mailto:Janice.garceau@deschutes.org">Janice.garceau@deschutes.org</a> |

| <u>To County – Accounts Payable:</u>   | <u>Copy To – for Notices &amp; Terminations:</u>                         |
|--|--|
| Accounts Payable   | Grace Justice Evans, Contract Specialist                                 |
| Deschutes County Health Services   | Deschutes County Health Services   |
| 2577 NE Courtney Dr.   | 2577 NE Courtney Dr.   |
| Bend, Oregon 97701   | Bend, Oregon 97701   |
| Fax No. 541-322-7565   | Fax No. 541-322-7565   |
| <a href="mailto:_HSAccountsPayable@deschutes.org">_HSAccountsPayable@deschutes.org</a> | <a href="mailto:Grace.evans@deschutes.org">Grace.evans@deschutes.org</a> |

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

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

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

- A. Termination under this Contract shall be without prejudice to any obligations or liabilities of any Party already reasonably incurred prior to such termination.
  - 1) Provider may not incur obligations or liabilities after Provider receives written notice of termination.
  - 2) Additionally, no Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under this Contract by a County due to a breach by the Provider, the County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
- C. If amounts previously paid to Provider exceed the amount due to Provider under this Contract, Provider shall repay any excess to applicable County upon demand.
- D. Neither County nor Provider shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Provider, respectively; however, Provider shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any

delay in performance as a result of the events described in this subparagraph, Provider shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.

- E. The passage of this Contract expiration date shall not extinguish or prejudice County's or Provider's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. The County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Provider and County will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's applicable Director or designee will have ultimate responsibility for resolution of disagreements among subcontract agencies.

**14. Suspension.** Following reasonable notice to Provider and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:

- A. Failure of Provider to become operational within sixty (60) days of the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services. An extension to ninety (90) days may be allowed only under unusual circumstances.
- B. Failure of Provider to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
- C. Failure of the Provider to make satisfactory progress toward the approved goals and objectives.
- D. Failure of the Provider to adhere to the requirements for the provision of services.
- E. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.

**15. Relationship of the Parties.** Provider understands and agrees that, in providing services under this Contract, Provider acts as an independent contractor and not as a partner, employee; or agent of County, and that Provider shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, and other obligations with respect to Provider's employees. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon or the Oregon Health Authority. The State of Oregon and the United States do not have the right of direction or control of the manner in which Provider delivers services under this Contract or exercise any control over the activities of the Provider.

**16. Provider and Subcontractors.** Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**17. Delegation and Reports.** Provider shall not delegate the responsibility for providing services hereunder to any other individual or agency.

**18. No Third Party Beneficiaries.**

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

**19. 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. Provider shall:

- 1) Make payments promptly, as due, to all persons supplying to Provider 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 Provider under this Contract and, unless Provider is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Provider under this Contract, except as a self-employed individual.
- B. If Provider fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Provider 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 Provider by reason of this Contract.
- C. Provider 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 Provider, of all sums which Provider agrees to pay for such services, and all monies and sums which Provider collected or deducted from the wages of Provider's employees pursuant to any law, or contract for the purpose of providing or paying for such services.
- D. Provider 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 (1) 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. Provider 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. Provider 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 Provider hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Provider, the individual has authority and knowledge regarding Provider's payment of taxes, and to the best of the individual's knowledge, Provider is not in violation of any Oregon tax laws.
- 20. Insurance.** All Parties shall provide insurance in accordance with Exhibit C attached hereto and incorporated by reference herein. 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 County. County shall not authorize contractors to begin work under the Contract 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 Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when the County is aware that Contractor is not in compliance with the insurance requirements.



- 21. Settlement of Disputes.** Differences between Provider and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- 22. Financial Audit.** If requested, Provider shall, at its sole expense, provide County with a copy of a Financial Review or Financial Audit conducted by a Certified Public Accountant within ninety (90) days following the termination of this Contract. This audit shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 23. Indemnity and Hold Harmless.**
- A. To the fullest extent authorized by law Provider shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Provider that may be the subject of protection under any state or federal intellectual property law or doctrine, or 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. Provider 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 Provider shall defend the claim in the name of County or any department or agency thereof, nor purport to act as legal representative of 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 County, nor shall Provider settle any claim on behalf of County without the approval of the County's legal counsel.
  - C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall defend, save, hold harmless and indemnify Provider 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 their officers, employees, contractors, or agents under this Contract.
- 24. Drugs and Alcohol.** Provider shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.
- 25. Criminal Background Investigations.** Provider understands that Provider's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Provider, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Provider, or at such later date as may be established by County.
- 26. Federal Law compliance.** Provider shall comply with the provisions of those laws referred to in Exhibit E, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.
- 27. Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 12 of this Contract.
- 28. Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 29. Entire Contract.** This Contract constitutes the entire Contract between the Parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.
- 30. Renewal.** This Contract may be renewed, subject to approval by all Parties and the availability of funding.

**31. Waiver.**

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

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

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Provider that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. PROVIDER, 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.

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

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

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

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

**36. Representations and Warranties.**

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

**37. SB 675 (2015) Representation and Covenant.**

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

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

**38. 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.

**39. Survival.** The provisions of the following paragraphs shall survive termination or expiration of this Contract: 8 (Successors in Interest); 9 B (Access to Records); 10 (Confidentiality); 11 (Notice); 13 (Remedies); 18 (No Third Party Beneficiaries); 23 (Indemnity & Hold Harmless); 31 (Waiver); 32 (Governing Law); 35 (Identity Theft Protection); 36 (Representations & Warranties).

**EXHIBIT A**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-813**  
**INTENSIVE IN-HOME BEHAVIORAL HEALTH TREATMENT FOR CHILDREN**

**Rule 309-019-0167**

**Intensive In-Home Behavioral Health Treatment (IIBHT) for Children**

1. The Intensive In-Home Behavioral Health Treatment (IIBHT) for Children is a Program that offers a combination of services and supports delivered in a community-based setting to a Child, zero through 20 years of age and their Family.
2. IIBHT Providers shall have program staff that includes LMP, QMHP, QMHA, Peer Support Specialist available and sufficient to meet the individual needs of the Child and their Families.
3. IIBHT Services shall include a minimum of the following types of services:
  - (a) Child Psychiatric Services provided by:
    - (A) A Board Eligible or Certified Child and Adolescent Psychiatrist or;
    - (B) A Psychiatric Nurse Practitioner (PNP) under the weekly consultation and quarterly supervision of a Board Eligible or Certified Child and Adolescent Psychiatrist.
  - (b) Skills Training;
  - (c) Individual Therapy;
  - (d) Family Therapy;
  - (e) In-home Proactive Support and Crisis Response available 24 hours each day;
  - (f) Case Management; and
  - (g) Peer Delivered Services.
4. IIBHT Services shall include the provision and documentation of the following:
  - (a) No fewer than four hours of in-person planned program services shall be offered each week, as identified within the Assessment and Service Plan;
  - (b) IIBHT services shall be available to a Child in their home, school, or other community environment, determined by the Child and Family and at times that are convenient to the Child and Family as agreed upon in the signed Service Plan;
  - (c) Children and their Families may not be required to participate in other services or supports, including Wraparound, in order to receive IIBHT;
  - (d) Children are considered for IIBHT services without regard to race, ethnicity, gender, gender identity, gender presentation, sexual orientation, religion, creed, national origin, age, intellectual and/or developmental disability, IQ score, or physical disability;
  - (e) Children are eligible to receive IIBHT services in congregate care settings including Behavioral Rehabilitation Services or Developmental Disability Group Homes; and
  - (f) The IIBHT provider shall administer an Oregon Health Authority (OHA) approved outcome measures tool:
    - (A) For each Child enrolled in IIBHT services within 14 calendar days of entry;
    - (B) Within 14-calendar days prior to discharge from IIBHT services; and
    - (C) Results from the OHA-approved outcome measurement tool shall be entered into the OHA-approved data system within the seven days of completion of the tool.
5. The IIBHT Entry and Engagement process shall include the provision and documentation of the following:
  - (a) The IIBHT program shall create and utilize a written entry procedure to ensure:

- (A) A Child is offered an intake within three calendar days of Authorization; or timeliest manner feasible consistent with the Child and Family presenting circumstances;
  - (B) Written informed consent for services shall be obtained from the Child, guardian, or other legal representative, as applicable and in the languages requested by each person, prior to the start of services. If such consent is not obtained, the reason shall be documented and further attempts to obtain informed consent shall be made as appropriate;
  - (C) A written description of the program team meeting expectations including team meetings every 30 days and IIBHT Transition Meeting at the end of services; and
  - (D) At the time of entry, the IIBHT program shall offer the Child and Family written program orientation information. The written information shall be in the languages requested by the Child and, when applicable, by the Family.
- (b) Entry of Children into IIBHT shall be considered in the following order:
- (A) Children who are at immediate risk of psychiatric hospitalization or removal from home due to emotional and mental health conditions;
  - (B) Children who have severe mental health conditions and may require residential treatment or who are discharging from residential treatment or higher levels of care;
  - (C) Children who exhibit behavior that indicates high risk of developing conditions of a severe or persistent nature; and
  - (D) Any other Child who is experiencing mental health conditions that significantly affect the Child's ability to function in everyday life but not requiring hospitalization or removal from home.
6. The IIBHT Assessments shall include the provision and documentation of the following:
- (a) Be completed at the time of entry, prior to development of the service plan and the beginning of IIBHT services;
  - (b) Each assessment shall include:
    - (A) Sufficient information and documentation to justify the presence of a qualifying DSM 5 diagnosis that is the medically necessary reason for services;
    - (B) An assessment of risk of injury to self or others which includes a safety plan and lethal means counseling with the Child and Family;
    - (C) Screening for the presence of co-occurring disorders and chronic medical conditions; and
    - (D) Screening for the presence of symptoms related to physical or psychological trauma.
  - (c) When the assessment process determines the presence of co-occurring substance use and mental health disorders or any significant risk to health and safety:
    - (A) Additional assessments shall be used to determine the need for additional services and supports and the level of risk to the Child or to others; and
    - (B) All providers shall document referral for further assessment, planning, and intervention from an appropriate professional, either with the same provider or with a collaborative community provider.
  - (d) In addition to periodic updates to the assessment based on changes in the clinical circumstances, any Child continuing to receive mental health services for one or more continuous years shall receive an annual assessment by an LMP.
7. Planning and Coordination of IIBHT services shall be facilitated in the following manner:
- (a) Each type of planned service shall be collaboratively delivered or coordinated by the IIBHT Provider;
  - (b) A QMHP shall lead the service planning process;
  - (c) Providers shall:
    - (A) Inform the Child and the Family of the proposed services and supports;
    - (B) Obtain written informed consent for all proposed services and supports, and;

- (C) Give the individual and guardian a written copy of the Service Plan in the most developmentally and culturally appropriate languages.
- (d) The service plan shall reflect the assessment and;
  - (A) Be completed within five calendar days of the initial and annual assessments, and prior to the rendering of any behavioral health services or supports;
  - (B) Be culturally and linguistically responsive;
  - (C) An LMP shall approve the service plan at least annually for everyone receiving mental health services for one or more continuous years. The LMP may designate annual clinical oversight by documenting the designation to a specific licensed health care professional, per service record;
  - (D) The IIBHT Service Plan may be more than one document that at a minimum shall include treatment objectives that are agreed to by the Child and Family through signed, informed consent; and
  - (E) Documentation that a minimum of four hours of weekly direct service was recommended and documented within the service plan as agreed by the Child and Family.
- (e) A Crisis and Safety Plan shall be created within five calendar days of the completion of the assessment and shall, at a minimum include the provision and documentation of the following:
  - (A) Be developed and approved by the Child and Family in consultation with the IIBHT team;
  - (B) Document the Child and Family's definition of crisis;
  - (C) Include at least one strategy to prevent a crisis situation and at least one strategy to use during a crisis situation;
  - (D) Include a list of triggers, warning signs, and recommended de-escalation strategies and supports identified by the Child and Family in consultation with the IIBHT team;
  - (E) Document strategies for risk prevention for existing or anticipated safety concerns. This shall include strategies developed through lethal means counseling to help individuals at risk for suicide and their Families to reduce access to lethal means, including but not limited to firearms and medications;
  - (F) Include strength-based strategies for addressing the Child and Family's needs when in crisis;
  - (G) Document natural and formal supports approved by the Child and Family for crisis response;
  - (H) Be updated at the request of the Child or Family, or when clinical circumstances change, including following any placement change, psychiatric crisis, overdose, suicide attempt, police involvement, or other situations identified by the Child or Family;
  - (I) Document safety requirements from other child-serving or legal systems;
  - (J) Be culturally and linguistically responsive;
  - (K) Include contact information for resources that the Child and Family may use before or during a crisis event;
  - (L) Be provided to the Child and Family in a format and languages chosen by the Child and Family; and
  - (M) Be available to the IIBHT team members.
- (f) A Transition Plan shall include:
  - (A) The services and supports necessary to ensure a successful Transfer;
  - (B) Prevention strategies;
  - (C) Action steps to engage prevention strategies;
  - (D) A description of the crisis management roles and responsibilities specific to each person on the IIBHT team;
  - (E) Communication protocols;
  - (F) A plan for ongoing maintenance of skills and progress of IIBHT services;
  - (G) Development of connections to post-IIBHT resources and supports, including formal and natural supports; and
  - (H) Written instructions on how and when to access IIBHT services, in the future, as needed.

8. The IIBHT Service Plan Review Meeting structure shall meet the following requirements:
  - (a) IIBHT teams shall include, at minimum:
    - (A) The Child and Family;
    - (B) Natural supports as approved by the Child and Family;
    - (C) The Child's QMHP; and
    - (D) Other members of the Child's treatment team as chosen by the Child and Family.
  - (b) An IIBHT team shall meet either in home, in office, by two-way audio-visual conference or by telephone as requested by the Child and Family, for no less than one time every 30 calendar days. At each meeting, the team shall document the review of each of the following:
    - (A) Each objective in the Service Plan, specifically addressing:
      - (i) Progress since last review;
      - (ii) Identification of the services and supports that sustain progress;
      - (iii) Adjustment of the services and supports as determined by the review; and
      - (iv) Updates to Psychiatric Services and recommendations since the last review.
    - (B) The Crisis and Safety Plan shall include:
      - (i) Incidents occurring since the most recent review;
      - (ii) Adjustments to the Crisis and Safety Plan as determined by the review; and
      - (iii) Additional interventions to meet the needs of the Child and Family.
    - (C) Adjustments to the Transition Plan, including the services and supports needed for the successful transfer from IIBHT services.
  - (c) If the Child is a participant in Wraparound or Intensive Care Coordination, the IIBHT Service Plan Review meeting may be included in the regular scheduled Wraparound meeting. The IIBHT provider shall ensure all documentation requirements are met for this rule.
9. The IIBHT Proactive Support and Crisis Response shall include the provision and documentation of the following:
  - (a) Provide on-going support by responding to crises 24-hours each day, in person and by phone, as defined and requested by the Child and Family;
  - (b) Have a QMHP on call 24 hours each day;
  - (c) A QMHA may respond to a crisis if a QMHP is available for support or face to face response when needed.
  - (d) All crisis interventions must be clearly documented in the Child's Service Notes and include:
    - (A) A description of the incident;
    - (B) A description of the interventions used;
    - (C) A summary of the debrief with the Child and Family; and
    - (D) Recommendations for the Crisis and Safety Plan and the Service Plan update, and a timeframe for the next team meeting.
10. IIBHT Transfer and Continuity of Care shall include the provision and documentation of the following:
  - (a) Include a final IIBHT team meeting to plan the transfer of services. This shall occur in home, in office, by two-way audio-visual conference or by telephone with the Child and Family present and IIBHT team members and next providers when possible. An IIBHT program shall not successfully discharge a Child without holding this meeting.
  - (b) Complete a provisional Transfer Summary prior to the final IIBHT meeting. The provisional Transfer Summary shall include:
    - (A) The date and reason for the transfer;
    - (B) Referrals to follow up services and other behavioral health providers; and

- (C) Outreach efforts, when applicable and as defined in these rules.
  - (D) A summary statement that describes the effectiveness of services in assisting the Child and Family to achieve intended outcomes identified in the Service Plan and Crisis and Safety Plan;
  - (E) A plan for personal wellness and resilience, including prevention, safety and suicide prevention planning; and
  - (F) Identification of community-based resources and supports to assist both the Child and Family.
- (c) A copy of the provisional Transfer Summary, with detailed referrals and scheduled appointments, shall be provided to the Child and Family during the final IIBHT team meeting;
- (d) A final IIBHT team meeting shall include, at minimum:
- (A) A review of the Service Plan;
  - (B) Progress made on the objectives in the Service Plan;
  - (C) Incomplete objectives;
  - (D) A review and update of the Crisis and Safety Plan;
  - (E) A review and finalization of the Transfer Summary;
  - (F) Recommendations of objectives to be addressed in ongoing treatment; and
- (e) An IIBHT provider shall send the final Transfer Summary to the Child and Family and the new provider within 3 calendar days of transfer; and
- (f) If a Child transfers from IIBHT to a residential treatment program, an IIBHT provider shall ensure the residential treatment program receives all relevant clinical materials, including the assessment, service plans, crisis and safety plans, and transfer summary within 3 calendar days of transfer.



**EXHIBIT B**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-813**  
**STATEMENT OF WORK & COMPENSATION**

1. **Services:** Provider agrees to provide IIBHT Services as follows:
- A. Provide four (4) to six (6) hours per week of IIBHT Services to children who fit the eligibility criteria as defined by OAR 309-019-0167.
  - B. Offer an array of services to children and families including psychiatric services, mental health therapy, care coordination, skills training and peer support services while preserving their existing placement in the community.
  - C. Reduce out-of-home placements for children including residential treatment and inpatient hospitalizations.
  - D. Provide availability to children living in a variety of settings in the community. Children can Access IIBHT while living in foster care, group homes, shelter care and behavior rehabilitation services.
  - E. Provide availability to children with intellectual and developmental disabilities.
  - F. Provide IIBHT services to meet the individual needs of the child and family and include access to a multidisciplinary team of professionals and twenty-four (24) hour, seven (7) days a week proactive and crisis response to the home.
  - G. Meet with the child and family within three (3) days of being referred to the program to assess the needs and collaboratively develop a treatment plan.
  - H. Meet monthly with the child and family to review progress, update treatment goals and safety plans.
  - I. Provide enrollment in IIBHT will not time-limited and is based on the individual needs of the child and their family.
  - J. Work with Oregon Health & Science University to complete all required documentation to include but not limited to:
    - i. Collect outcome data for children enrolled in services; and
    - ii. Analyze the data to demonstrate program effectiveness and inform quality performance activities using The Ohio Scale and Hope Scale to gather information directly from the child and family at the start and end of the program.
  - K. No later than October 15, 2023, Contractor shall provide County with a summary of services provided for the dates September 1, 2022 through August 31, 2023. Report format shall include the following:
    - i. Number of persons referred;
    - ii. Individuals actively receiving services;
    - iii. Individuals discharged with treatment outcome;
    - iv. Age, gender, race and ethnicity of individuals who declined IIBHT services.
  - L. Participate, at Provider's expense, in all IIBHT provider training identified by OAR requirements to sustain certification including but not limited to:
    - i. IIBHT Foundations: the pre-requisite training for all other IIBHT trainings. Includes history of IIBHT, an overview of the model and team members, best practices in service delivery, and an overview of quality improvement and professional development.
    - ii. IIBHT REDCap Data System: A required training for all data collection and entry staff. Includes an overview of the data collection measures and a step-by-step REDCap tutorial.
    - iii. Clinician Specific Training: an in-depth training on the clinical requirements for IIBHT. Includes a detailed look at the IIBHT clinician workflow, evidence-based therapeutic interventions, and best practices for special populations and cross-systems collaboration. Also includes psychiatry role on the team and all information specific to clinical supervision.

- iv. Peer & Skills Trainer Specific Training: An in-depth look at the roles filled by family and youth/young adult peer service providers and skills trainer, as applied in the IIBHT program. Includes working on cross-disciplinary teams that have a strong clinical focus and provides information for QMHA level providers on the IIBHT team.
- v. Leadership/Supervision: In-depth review of supervision for all roles on the IIBHT team; this brief training is designed as an add-on to the role-specific trainings and supervisors are expected to attend both.

## 2. **Compensation**

Deschutes County Health Services shall pay a not-to-exceed maximum compensation of up to **\$151,150**, inclusive of expenses.

## 3. **Billing**

Provider shall invoice County on a monthly basis for all services rendered in accordance with the terms of this Contract. Monthly invoices shall not exceed **\$12,595**. County will only pay for completed work that is accepted by the applicable County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 11, "Notices".

**EXHIBIT C**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-813**  
**INSURANCE**

**Provider shall at all times maintain in force at the Provider's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this Contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.**

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

**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"/> \$4,000,000            |
| <input checked="" type="checkbox"/> \$3,000,000 | <input checked="" type="checkbox"/> \$5,000,000 |

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

Required                       Not required (one box must be checked)

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

| Per Single Claimant and Incident                | All Claimants Arising from Single Incident      |
|---|---|
| <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 County, and not less than \$1,000,000. This insurance shall include personal injury liability, products and completed operations.

The insurance coverage provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Provider 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 Provider shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

Required                       Not required (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").

Required                       Not required (one box must be checked)

**Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include Deschutes County, its officers, employees, volunteers and agents as Additional insureds but only with respect to Provider's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit.

**Notice of Cancellation or Change.** Provider or Provider'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.** Provider shall furnish a current Certificate of Insurance to the County for all required insurance before Provider performs under the Contract. 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, Provider 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) Provider'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 Provider 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 Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider 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:** 

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

**Title:** Loss Prevention Coordinator

**Company:** Deschutes County Risk Management

**Exhibit D**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-813**  
**CONFIDENTIALITY AGREEMENT**

**1. INTRODUCTION**

This Confidentiality (the "Agreement") is entered into as of September 1, 2022 by and between Youth Villages, Inc. ("Provider" or "Business Associate") and Deschutes County Health Services Department, Behavioral Health Division, ("County" or "Covered Entity").

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

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

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

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

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

**2. DEFINITIONS**

- A. "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Provider's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. "*Electronic Protected Health Information*" or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. "*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 Provider from or on behalf of County, or is created by Provider, or is made accessible to Provider by County.
- D. "*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.
- E. "*Services*" means the Intensive In-Home Behavioral Health Treatment Services for Youth (IIHBT) provided to individuals as outlined in the Personal Services Contract to which this Exhibit D is attached.
- F. "*Use*" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Provider's organization.

3. **AGREEMENT.** Provider shall:

- A. not use PHI except as necessary to provide the Services.
- B. not disclose PHI to any third party without County's prior written consent.
- C. not use or disclose PHI except as required by law.
- D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- G. promptly report to County any use or disclosure of PHI not permitted by this Agreement of which Provider becomes aware.
- H. make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County's compliance with HIPAA.
- I. return to County, or destroy, any PHI of County still in Provider's possession upon conclusion or termination of the Services.
- J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Provider agree to the same restrictions, conditions, and requirements that apply to the Provider with respect to security and privacy of such information.
- K. make PHI available to County as necessary to satisfy County's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- L. make any amendment(s) to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526.
- M. to the extent the Provider is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s).
- N. If Provider (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 Provider's books and records relating to the use and disclosure of PHI, Provider, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.
- O. If any part of Provider's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
  - i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
  - ii. report to County any security incident relating to the EPHI that Provider maintains for County.

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

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

- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Provider or, by exercising reasonable diligence, would have been known to the Provider. Provider 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 Provider. No later than seven (7) business days following a HIPAA Breach, Provider shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) Provider, Provider will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Provider 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 Provider may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Provider will have a continuing duty to inform County of new information learned by Provider regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Provider believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Provider shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Provider will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Provider shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

## 5. OTHER PROVISIONS

- A. A breach under this Agreement shall be deemed to be a material default in Provider’s agreement with Deschutes County to provide Services.
- B. Provider authorizes termination of this Agreement by County if County determines Provider has violated a material term of this Agreement.
- C. Upon conclusion or termination of the Services, Provider shall promptly return or destroy all PHI that Provider maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as Provider retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
- D. To the extent there are any inconsistencies between this Agreement and the terms of any other agreement, either written or oral, between County and Provider, the terms of this Agreement shall prevail.
- E. Contact Information in the event of HIPAA Data Breach or Termination.
  - 1) Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
  - 2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
  - 3) Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the applicable County Director or Designee.

- 4). Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as indicated in the Contract for services, Paragraph 11, "Notice".

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

**Signature:** 

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

**Title:** Director

**Company:** Deschutes County Health Services

**Signature:** Patrick W. Lawler  
Patrick W. Lawler (Nov 4, 2022 08:33 CDT)

**Email:** pat.lawler@youthvillages.org

**Title:** CEO

**Company:** Youth Villages



**Exhibit E**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-813**  
**Compliance with provisions, requirements of funding source and**  
**FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

**Provider shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Provider 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.** Provider 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, Provider 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 Provider 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 Provider 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. Provider 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.** Provider 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 Provider certifies under penalty of perjury that the following statements are true to the best of the Provider's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Provider, 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 Provider shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Provider 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 Provider 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 Provider under this Contract 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 Provider 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.** Provider 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.** Provider 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 Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Drug-Free Workplace.** Provider shall comply with the following provisions to maintain a drug-free workplace: (i) Provider 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 Provider's workplace or while providing Services to OHA clients. Provider's notice shall specify the actions that will be taken by Provider 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 calendar (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vii) above; (ix) Neither County, Provider nor any of County's or Provider'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 Provider's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Provider, County or Provider'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.** Provider shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. Medicaid Services.** To the extent Provider provides any service in which costs are paid in whole or in part by Medicaid, Provider 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. Provider shall acknowledge Provider'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.** Provider 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, Provider 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 Provider provides A&D 61 and A&D 62 Services, Provider 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 Provider provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Provider 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 Provider has insufficient capacity to provide treatment services to a pregnant woman, Provider 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 Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider 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 7 calendar days.
  - (3) If Provider receives a request for admission to treatment from an intravenous drug abuser, Provider 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 Provider 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 Provider 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 Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider 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 Provider 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 Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider 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, Provider 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.** Provider 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 Provider has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Provider 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.** Provider 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. Provider 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 Community 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 Provider shall comply with those restrictions.

**18. Substance Abuse Prevention and Treatment.** To the extent Provider provides any Service whose costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Provider 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 Provider provides any substance abuse prevention or treatment services, Provider 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 F**  
**Contract No. 2022-813**  
**REQUIRED PROVIDER CONTRACT PROVISIONS**

**Oregon Health Authority Exhibit I of OHA #173133 Intergovernmental Agreement**

**Contractor shall comply with the following requirements herein to the extent that the requirements are applicable to the contract 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. Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in Exhibit B 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. **Reporting.**

All Individuals receiving Services with funds provided under this Contract must enroll and maintain that Individual’s record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS Reference Manual, located at: <http://www.oregon.gov/oha/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 the 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 language 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 4, Required Federal Terms and Conditions, Section 14, Disclosure.
5. **Compliance with Law.** Each Party 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 July 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 Contract.
8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as specified in Exhibit C of this Contract.
11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.
12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

**Exhibit G**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-813**  
**FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.331(a))**

If Deschutes 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, and provide the CFDA number.

- (i) Recipient Name\* (*must match DUNS registration*): Youth Villages, Inc.
- (ii) Recipient's DUNS number: 173506452
- (iii) Federal Award Identification Number (FAIN): H79SM082952
- (iv) Federal award date: June 22, 2020 (date of award to DAS by federal agency)
- (v) Grant period of performance start and end dates: Start: August 31, 2020  
End: August 30, 2024
- (vi) Total amount of federal funds obligated by this Grant: \$4,000,000
- (vii) \*\*Total amount of federal award committed to Contractor by County: \$47,150
- (viii) Federal award project description: Deschutes County Comprehensive System of Care Expansion of Services for Children with Serious Emotional Disturbances
- (ix) Federal awarding agency: Department of the Treasury
- (x) Name of pass-through entity: Substance Abuse and Mental Health Services Administration
- (xi) Contact information for awarding official of pass-through entity:  
  
Anna Pham, Grants Specialist  
Anna.pham@samhsa.hhs.gov  
Number: 93.104
- (xii) CFDA number, name, and amount: Name: System of Care Expansion Sustainability Grants  
Amount: \$4,000,000
- (xiii) Is award research and development? Yes
- (xiv) Indirect cost rate: Not allowed per U.S. Treasury guidance – No
- (xv) Is the 10% de minimis rate being used per §200.414? - Yes



# Deschutes County Health Services

## Checklist to Determine Subrecipient or Contractor Classification

### **INSTRUCTIONS:**

Complete Sections 1 and 2 which describe the characteristics that may be present in subrecipient and contractor relationships. Use Section 3 to provide a written justification for your final determination, if Sections 1 and 2 result in different classifications, or if the substance of the relationship requires a different classification than that which was determined in Sections 1 and 2.

**Submit the completed form to Grant Management Services.**

### **DEFINITIONS FROM UNIFORM GUIDANCE (2 CFR, PART 200.1):**

#### **Recipient**

*Recipient means an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.*

#### **Non-Federal entity**

*Non-Federal entity means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.*

#### **Subaward**

*Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.*

#### **Subrecipient**

*Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.*

#### **Contract**

*Contract means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.*

#### **Contractor**

*An entity that receives a contract as defined in this section.*

NAME OF SUBRECIPIENT/CONTRACTOR ENTITY: Youth Villages, IIBHT

**SECTION 1 - SUBRECIPIENT - 2 CFR 200.331(a)**

*Description: A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship between the recipient and the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include:*

|   | YES                                 | NO                                  |
|---|-------------------------------------|-------------------------------------|
| May determine who may be eligible to receive Federal assistance under the program guidelines. <i>For example: A subrecipient that identifies mentors and mentees under a mentoring program.</i>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Has its performance measured in relation to whether objectives of a Federal program were met. <i>The recipient will rely upon the subrecipient's data to submit its own performance data to the Federal agency.</i>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Has responsibility for programmatic decision making. <i>For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.</i>  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Is responsible for adherence to applicable Federal program requirements specified in the Federal award.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| In accordance with its subaward agreement (which may be in legal form of a contract), the subrecipient uses the Federal funds to carry out a program for public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the recipient. <i>For example: an agency that provides mental health services to youth and young adults who are at-risk.</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

If you selected "yes" to any of the questions above, this is an indicator of a subrecipient relationship.

If you selected "no" to all of the questions above, this is an indicator of a contractor relationship.

|                                     |                          |
|-------------------------------------|--------------------------|
| Subrecipient                        | Contractor               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**SECTION 2 - CONTRACTOR - 2 CFR 200.331(b)**

*Description: A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. A contractor relationship may have one or more of the following characteristics:*

|   | YES                                 | NO                                  |
|---|-------------------------------------|-------------------------------------|
| Provides goods and services within normal business operations   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Provides similar goods or services to many different purchasers   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Normally operates in a competitive environment  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Provides goods or services that are ancillary to the operation of the Federal program. <i>Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging, etc.</i> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

If you selected "yes" to any of the questions above, this is an indicator of a contractor relationship.

If you selected "no" to all of the questions above, this is an indicator of a subrecipient relationship.

|                                     |                          |
|-------------------------------------|--------------------------|
| Subrecipient                        | Contractor               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**SECTION 3 - Use of Judgement - 2 CFR 200.331(c)**

*In determining whether an agreement between a recipient and another non-Federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a sub-recipient or contractor relationship.*

**Justification Determination:**

**FINAL DETERMINATION:**

**SUBRECIPIENT**

**CONTRACTOR**

**Prepared By:** Shannon Brister-Raugust

**Date:** 10/4/2022

**Title:** Program Manager

**Reviewed By:** Michele Carroll

**Date:** 10/4/2022

**Title:** Management Analyst



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                   |   |
|--|--|-------------------|---|
| <b>PRODUCER</b><br>Kemmons Wilson Insurance Group LLC<br>8700 W Trail Lake Dr #100<br>Memphis TN 38125 | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): 901-346-8808 |                   | FAX (A/C. No): 901-346-8860   |
|  | E-MAIL ADDRESS: mwilliams@kwig.com                         |                   |   |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  |                   | <b>NAIC #</b>   |
| <b>INSURED</b><br>Youth Villages, Inc.<br>3320 Brother Blvd<br>Memphis TN 38133                        | YOUTVIL-01   |                   | <b>INSURER A:</b> Philadelphia Indemnity Insurance Company<br>18058 |
|  |  |                   | <b>INSURER B:</b> Chubb Indemnity Insurance Company<br>12777        |
|  |  |                   | <b>INSURER C:</b>   |
|  |  |                   | <b>INSURER D:</b>   |
|  |  |                   | <b>INSURER E:</b>   |
|  |  | <b>INSURER F:</b> |   |

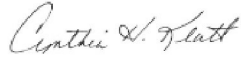
**COVERAGES** **CERTIFICATE NUMBER:** 268056486 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |                |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|----------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | PHPK2459718   | 9/1/2022                | 9/1/2023                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |                |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | PHPK2459721   | 9/1/2022                | 9/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |                |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | PHUB830864    | 9/1/2022                | 9/1/2023                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>\$   |                |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |                |
| A        | Professional Liability   |           |          | PHPK2459718   | 9/1/2022                | 9/1/2023                | 1,000,000 Occ.   | 3,000,000 Agg. |
| A        | Abuse & Molestation  |           |          | PHPK2459718   | 9/1/2022                | 9/1/2023                | 1,000,000 Occ.   | 3,000,000 Agg. |
| B        | Cyber Liability  |           |          | D9824671A     | 9/1/2022                | 9/1/2023                |  | 5,000,000 Agg. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>Deschutes County Community Justice<br>Department County Administration<br>1300 BW Wall St., Ste 200<br>Bend OR 97701<br>USA | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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**ADDITIONAL REMARKS SCHEDULE**

|  |           |  |  |
|--|-----------|--|--|
| AGENCY<br>Kemmons Wilson Insurance Group LLC |           | NAMED INSURED<br>Youth Villages, Inc.<br>3320 Brother Blvd<br>Memphis TN 38133 |  |
| POLICY NUMBER                                |           |  |  |
| CARRIER                                      | NAIC CODE | EFFECTIVE DATE:  |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Excess Liability

Axis Surplus Insurance Corporation  
Policy #P00100067303302  
Limit: \$2,000,000 excess of \$2,000,000 General Liability  
Effective: 09/01/2022 - 09/01/2023

Capitol Specialty Insurance Corporation  
Policy #HS2021257502  
Limit: \$3,000,000 excess of \$4,000,000 General Liability  
Effective: 09/01/2022 - 09/01/2023

General Star Indemnity Company  
Policy #IXG670273B  
Limit: \$4,000,000 excess of \$2,000,000 Automobile Liability  
Effective: 09/01/2022 - 09/01/2023

RE: 2020-471

Deschutes County, its agents, officers and employees, are listed as additional insured in favor of the General Liability per written contract with the insured executed prior to loss subject to policy terms and conditions.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


|  |  |  |                       |
|--|--|--|-----------------------|
| <b>PRODUCER</b><br>Lipscomb & Pitts Insurance, LLC<br>2670 Union Ave. Ext. Suite 100<br>Memphis TN 38112 | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): 901-321-1000 |  | <b>FAX (A/C, No):</b> |
|  | <b>E-MAIL ADDRESS:</b> jessicaw@lpinsurance.com            |  |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  |  | <b>NAIC #</b>         |
| <b>INSURER A:</b> Pennsylvania Manufacturers' Assoc Insurance  |  |  | 12262                 |
| <b>INSURED</b><br>Youth Villages Inc.<br>3320 Brother Blvd.<br>Memphis TN 38133                          | <b>INSURER B:</b>  |  |                       |
|  | <b>INSURER C:</b>  |  |                       |
|  | <b>INSURER D:</b>  |  |                       |
|  | <b>INSURER E:</b>  |  |                       |
|  | <b>INSURER F:</b>  |  |                       |

**COVERAGES** **CERTIFICATE NUMBER:** 354180057 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y         | N/A      | 202275 9841354 | 9/15/2022               | 9/15/2023               | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Waiver of Subrogation applies in favor of Deschutes County Community as respects the Workers Compensation as required by written contract directly with the named insured executed prior to loss, subject to policy terms and conditions.

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| <b>CERTIFICATE HOLDER</b><br><br>Deschutes County Community<br>Justice Department County Administration<br>1300 BW Wall St., Ste. 200<br>Bend, OR 97701 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
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