

## DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:**

**Department:**

**Contractor/Supplier/Consultant Name:**

**Contractor Contact:**

**Type of Document:**

**Goods and/or Services:** Iris Telehealth shall provide Tele-psychiatric treatment for individuals obtaining services at the Deschutes County Health Services Stabilization Center. Clients shall be scheduled during the agreed upon hours of service and will occur in sixty (60) minute sessions for new County clients and psychiatric evaluations and thirty (30) minute sessions for returning and known clients..

**Background & History:** Iris Telehealth provides services as a Licensed Medical Provider (LMP) and document medical services using Deschutes County's electronic medical record, in a manner consistent with professional and community standards of care.

Deschutes County Health Services Stabilization Center is the result of a collaborative effort responding to individuals in crisis either by phone or face-to-face consultation. Services may include assessment, intervention planning, information and referral services. The Stabilization Center is operated twenty-four (24) hours, seven (7) days a week with a twenty-three (23) hour Respite and Sober Station.

County shall pay Iris Telehealth, on a fee-for-service basis at \$155 per hour for services provided by a licensed Psychiatric Nurse Practitioner. County will pay Contractor for Psychiatric Nurse Practitioner's time, \$115 per hour for new hire orientation and EHR training.

**Agreement Starting Date:**

**Ending Date:**

**Annual Value or Total Payment:**

☒ Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

- ☐ RFP, Solicitation or Bid Process
- ☐ Informal quotes (<\$150K)
- ☒ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37 2.37.050, Paragraph M; 2.37.070.

**Funding Source:**

Project Code ☒ HSCRISIS-HS2GR21G (\$115,240); HSMEDICAL-HS2OTHER (\$56,760)

\*Spend HSCRISIS-HS2GR21G, until there are no funds, then do a contract project string change if/when necessary to HSCRISIS-HS2OTHER.

Included in current budget? ☒ Yes ☐ No

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

10/7/2022

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

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Departmental Contact and Title:   
Phone #:

Department Director Approval:

Signature: 

Email: janice.garceau@deschutes.org

Title: Director

Company: Deschutes County Health Services

Distribution of Document: Grace Justice Evans, Health Services Department.

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**Official Review:**

County Signature Required (check one): ☒ BOCC ☐ Department Director (if <\$50K)

☐ Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number 2022-716





REVIEWED  
LEGAL COUNSEL

## DESCHUTES COUNTY SERVICES CONTRACT CONTRACT NO. 2022-716

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 Iris Telehealth Medical Group, PA, hereinafter referred to as "Contractor", collectively referred to as "Party" or "Parties". The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be **November 1, 2022**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on **June 30, 2023**, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

### RECITALS

**WHEREAS** COUNTY has been awarded a Justice and Mental Health Collaboration Program (JMHCP) Grant, 2018-MO-BX-0029 ("Prime Award"), from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("Agency") and dated 09/26/2018;

**WHEREAS** CONTRACTOR intends to provide Tele-psychiatric Treatment Services for clients of the Deschutes County Crisis Stabilization Center;

**THEREFORE**, the parties agree as follows:

### TERMS AND CONDITIONS

#### ARTICLE 1 - PROPOSED WORK

The term "Contractor" shall be in reference to Iris Telehealth Medical Group, PA and/or the Licensed Medical Provider appointed by and contracted with Iris Telehealth Medical Group, PA for the provision of services.

Contractor shall provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations. Contractor shall provide required documentation of services in County's Electronic Medical Record (EMR) system.

Contractor shall provide Medical Services as a Licensed Medical Practitioner (LMP) in accordance with OAR's 309-019-0105 (62) and (68); 309-019-0140. Contractor shall perform the services described and funded by and through County's contract with the Oregon Health Authority ("OHA"). Services shall be performed in accordance with a schedule agreed upon by both Contractor and County. Contractor shall provide Medical Services in a manner that is in accordance with Definitions, laws, and regulations. Deschutes County Health Services' Policy entitled "Mental health and Substance Use Disorder Services and Supports Policy", and in accordance with the Oregon Administrative Rules (OAR) "Outpatient Behavioral Health Services", OAR 309-019-0100 through OAR 309-019-0220, which is incorporated into this Contract herein by reference or required by law to be so incorporated. Deschutes County policies may be found on the Deschutes County Intranet in the Health Services' Department's "Policies and Procedures".

Exhibit A – PROGRAM DEFINITIONS, STATEMENT OF WORK, and PAYMENT TERMS

Exhibit B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

Exhibit C – WORKERS' COMPENSATION EXEMPTION CERTIFICATION

Exhibit D – CONFIDENTIALITY AGREEMENT

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

Exhibit F – INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)

## ARTICLE 2 – BUDGET PERIOD AND SERVICE PERIOD

This Contract becomes effective as of **November 1, 2022** (Effective Date) and will terminate on **June 30, 2023**, unless extended by mutual written agreement of the parties or terminated earlier in accordance with ARTICLE 12, "Termination". Costs may be incurred for this Contract from November 1, 2022.

## ARTICLE 3 - CONSIDERATION

Payment for services charged to this Contract shall not exceed the maximum sum of **\$172,000** inclusive of travel and all other expenses. Services, charged directly to the Oregon Health Plan (OHP) or other insurance providers is not calculated as part of the contract maximum compensation.

Any modifications to funding or the Budget may only be authorized by amendment to this Contract, approval is subject to the availability of funds and satisfaction of Services provided.

Contractor shall invoice County no more than monthly on a fee-for-service basis at the hourly rates outlined in Exhibit A. Invoices shall include the following certification: **"By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

Contractor shall provide a final invoice, clearly marked 'FINAL' no later than **July 15, 2023**. County shall pay Contractor within thirty (30) days of County's approval of any invoice. Contractor shall submit invoices by mail or electronic means to County's Financial Contact indicated in ARTICLE 18, "Notification".

All payments to Contractor under this Contract shall be made by check in accordance with the policies of County's Finance Department.

## ARTICLE 4 – WORK STANDARD

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

- 1) Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
- 2) Comply with all applicable legal requirements;
- 3) Comply with all programs, policies, directives, and instructions of County relating to safety, storage of equipment or materials;
- 4) As applicable, take all precautions necessary to protect the safety of all persons at or near County's facilities, including clients and employees of County, any other contractors or subcontractors, and to protect the work and all other property against damage.

## ARTICLE 5 - PERFORMANCE AND REPORTING REQUIREMENTS

Contractor is responsible for providing all services and reports identified in Exhibit A.

## ARTICLE 6 – 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](https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions)

## ARTICLE 7 – OWNERSHIP OF WORK

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

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



- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

## **ARTICLE 8 – CONFIDENTIALITY**

In addition to the obligations imposed upon Contractor by Exhibit D, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- F. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- G. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- H. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Contract.
- I. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. Contractor shall maintain the

confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179-495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA), implementing the foregoing laws, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.

## **ARTICLE 9 - INDEMNIFICATION**

- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.
- D. Contractors that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.

## **ARTICLE 10 – GOVERNING LAW AND DISPUTES**

This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without regard to the conflict of law provisions therein. Venue of any action brought under this Contract shall occur, if in the state courts, in the circuit court of the State of Oregon for Deschutes County, and if in the federal courts, in the United States District Court for the District of Oregon.

In cases where a dispute arises in relation to this Contract, the parties agree to make a good faith effort to settle the dispute by mutual consultation.

## **ARTICLE 11 - ASSIGNMENT**

Neither party shall assign or transfer any interest in this Contract, nor assign any claims for money due or to become due during this Contract without the prior written approval of the other party.

## **ARTICLE 12 - TERMINATION**

Convenience. Either party may terminate this Contract for convenience, by giving the other party no less than ninety (90) days prior written notice of such termination. In the case of such termination, Contractor will proceed in an orderly fashion to terminate any outstanding commitments and to stop the work as soon as it is practicable to do so. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.

- A. This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give notice whenever possible.



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

#### **ARTICLE 13 – PAYMENT ON EARLY TERMINATION.**

- A. If Contract terminated because funding from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated due to Contractor's failure to perform services in accordance with the Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If Contract is terminated by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:

- 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
- 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
- 3) Subject to the limitations under ARTICLE 15 of this Contract.

#### **ARTICLE 14 – SUSPENSION.**

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

- A. Failure of Contractor to become operational within sixty (60) days of the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services. An extension to ninety (90) days may be allowed only under unusual circumstances.
- B. Failure of Contractor to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
- C. Failure of the Contractor to make satisfactory progress toward the approved goals and objectives.
- D. Failure of the Contractor to adhere to the requirements for the provision of Services.

#### **ARTICLE 15 – REMEDIES.**

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

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



- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

## ARTICLE 16 - INSURANCE

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If Contractor is not a unit of local government as defined in ORS 190.003, Contractor shall at Contractor's expense, obtain and maintain insurance of the types and amounts described herein and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before Contractor perform under this Contract.

Insurance shall be in full force throughout the duration of this Contract. 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. Contractor shall not begin work until the insurance is in full force.

County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. If Contractor is not in compliance with the insurance requirements, County may issue a stop work order (or the equivalent) until the insurance is in full force or County may, at County's discretion, immediately terminate the Contract.

### A. Types and Amounts:

- 1) **WORKERS COMPENSATION.** Insurance 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). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Exemptions and certification outlined in Exhibit C.

- 2) **PROFESSIONAL LIABILITY.** Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Contract, in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than twenty-four (24) months shall be included in the Professional Liability Insurance coverage, or Contractor shall provide Tail Coverage as stated below.

☒ Required by County   ☐ Not required by County

- 3) **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County and CJC. This insurance shall include personal injury liability products and completed operations and contractual liability coverage for the indemnity provided under this Contract. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

☒ Required by County   ☐ Not required by County

- 4) **AUTOMOBILE LIABILITY.** Automobile Liability insurance covering all owned non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

☒ Required by County   ☐ Not required by County

- 5) **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include Deschutes County, its officers, employees, agents and volunteers as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- 6) **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, and does not include an extended reporting period of at least twenty-four (24) months, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of: (1) Contractor's completion and County's acceptance of all services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract.

- 7) **Certificates of Insurance.** County shall obtain from Contractor a certificate(s) of insurance for all required insurance before Contractor performs under this Contract. The certificate(s) list Deschutes County, its officers, employees and

agents as Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least twenty-four (24) months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, County has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Contract.

- 8) Notice of Change or Cancellation. Contractor or its insurer must provide at least thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 9) Insurance Requirement Review. Contractor agrees to periodic review of insurance requirements by County under this Contract and to provide updated requirements, as applicable.

#### **Risk Management Review/Approval:**

**Signature:** 

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

**Title:** Loss Prevention Coordinator

**Company:** Deschutes County Risk Management

#### **ARTICLE 17 – SETTLEMENT OF DISPUTES**

Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

#### **ARTICLE 18 – NOTIFICATION**

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

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

<u>To Contractor:</u>	<u>To County:</u>
Jeremy Unger	Janice Garceau, Director
Iris Telehealth Medical Group, PA	Deschutes County Health Services
114 W. 7 <sup>th</sup> St.	2577 NE Courtney Dr.
Austin, TX 78701	Bend, Oregon 97701
	Fax No. 541-322-7565
jeremy.unger@iristelehealth.com	janice.garceau@deschutes.org

<u>To County – for Notices &amp; Terminations:</u>	<u>To County – Accounts Payable:</u>
Grace Justice Evans, Contract Specialist	Accounts Payable
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
grace.evans@deschutes.org	HSAccountsPayable@deschutes.org



## **ARTICLE 19 – ENTIRE CONTRACT, MODIFICATIONS, WAIVER AND SEVERANCE**

This Contract constitutes the complete and final agreement between the parties. Any modifications to this Contract or the Services must be executed in writing by the authorized representatives of the parties. Terms and conditions which may be set forth (front, reverse, attached or incorporated) in any purchase order issued by County in connection with this Contract shall not apply, except for informational billing purposes.

The failure of a party in any instance to insist upon the strict performance of the terms of this Contract will not be construed to be a waiver or relinquishment of any of the terms of this Contract, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect.

Each clause of this Contract is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Contract will not be affected thereby.

## **ARTICLE 20 – INDEPENDENT CONTRACTOR**

County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

## **ARTICLE 21 – USE OF NAME**

Neither party shall use the name of the other party in any advertising, sales promotion nor other publicity matter without prior written approval except as required by the Oregon Public Records Law (ORS 192.410-192.505).

## **ARTICLE 22 – RECORDS MAINTENANCE ACCESS**

Contractor agrees to prepare and furnish such reports and data as may be required by County, 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.

**Access to Records and Facilities.** County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records of Contractor that are directly related to this Contract, the financial assistance provided hereunder, or any service for the purpose of making audits, examinations, excerpts, copies and transcriptions.

**Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of ten (10) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.

## **ARTICLE 23 – GENERAL**

- A. **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.
- B. **Criminal Background Investigations.** Contractor understands that Contractor is subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
- C. **Federal Law compliance.** Contractor 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.
- D. **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.
- E. **Identity Theft Protection.** Contractor shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

## ARTICLE 24 – MERGER CLAUSE

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

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

## ARTICLE 25 – REPRESENTATIONS AND WARRANTIES

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- B. **Warranties Cumulative. SB 675 (2015) Representation and Covenant.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
  - 1) Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
  - 2) Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
  - 3) Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.
- C. **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.
- D. **Survival.** The provisions of the following paragraphs shall survive termination or expiration of this Contract: Article 7 (Ownership of Work); Article 8 (Confidentiality); Article 9 (Indemnification); Article 10 (Governing Law and Disputes); Article 12 (Termination); Article 15 (Remedies); Article 18 (Notification); Article 19 (Entire Contract, Modifications, Waiver and Severance); Article 22 (Access to Records and Facilities); Article 23 (Successors in Interest); Article 23 (Identity Theft Protection); Article 25 (Representations and Warranties).

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date set forth herein by their duly authorized representatives.

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

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
ANTHONY DEBONE, Vice Chair

ATTEST:

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

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

**Signature:**



**Email:** tom.milam@iristelehealth.com

**Title:** Chief Medical Officer

**Company:** Iris Telehealth



**EXHIBIT A**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-716**  
**PROGRAM DEFINITIONS, STATEMENT OF WORK, and PAYMENT TERMS**

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

**Program Outline:** Contractor shall provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations. Contractor shall provide required documentation of services in County's Electronic Medical Record (EMR) system.

Contractor shall provide Medical Services as a Licensed Medical Practitioner (LMP) in accordance with OAR's 309-019-0105 (62) and (68); 309-019-0140. Contractor shall perform the services described and funded by and through County's contract with the Oregon Health Authority ("OHA"). Services shall be performed in accordance with a schedule agreed upon by both Contractor and County. Contractor shall provide Medical Services in a manner that is in accordance with Definitions, laws, and regulations. Deschutes County Health Services' Policy entitled "Mental health and Substance Use Disorder Services and Supports Policy", and in accordance with the Oregon Administrative Rules (OAR) "Outpatient Behavioral Health Services", OAR 309-019-0100 through OAR 309-019-0220, which is incorporated into this Contract herein by reference or required by law to be so incorporated. Deschutes County policies may be found on the Deschutes County Intranet in the Health Services' Department's "Policies and Procedures".

**1. Program Definitions:**

- A. **Addiction Treatment, Recovery & Prevention Services**  
Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, mood disorder, etc., as defined in DSM criteria.
- B. **Behavioral Health**  
Mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
- C. **Client or Individual**  
With respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Contract.
- D. **Culturally Competent**  
The capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other characteristics of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural paraprofessionals as intermediaries with professional staff.
- E. **Fraud and Abuse**  
Fraud (410-120-0000) is defined as intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or state law.

Abuse (410-120-0000) means provider practices that are inconsistent with sound, fiscal, business or medical practices and result in unnecessary costs to County and/or Medicaid/Medicare or services that aren't medically necessary or medically appropriate.

- F. Individual service record or service record or clinical record  
The documentation, written or electronic, regarding an individual and resulting from entry, clinical assessment, orientation, service and support planning, services and supports provided, and service conclusion.
- G. Serious and Persistent Mental Illness (SPMI)  
Means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age eighteen (18) or older:
- 1) Schizophrenia and other psychotic disorders;
  - 2) Major depressive disorder;
  - 3) Bipolar disorder;
  - 4) Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
  - 5) Schizotypal personality disorder; or
  - 6) Borderline personality disorder
- H. Service(s) or Service Element(s)  
Any one of the services or group or services as described in this Exhibit A, in which costs are covered in whole or in part of this Contract.
- I. Trauma Informed Services  
Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.

## **2. Contractor shall perform the following work:**

Contractor shall provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations. Contractor shall provide required documentation of services in County's Electronic Medical Record (EMR) system. Contractor shall provide services as a Licensed Medical Provider (LMP) and document Medical Services using County's EMR, in a manner consistent with professional and community standards of care.

- A. Contractor shall provide: Tele-psychiatric services for County clients which may include psychiatric evaluations, medication management services, orders for laboratory and other medical procedures, and client consultation or client therapy.
- B. Contractor shall use County's EMR and accurately document each client contact including assessments, chart notes, medication/laboratory records, service conclusion summaries and service notes (unless completed by behavioral health staff at time of service).
- C. Contractor shall provide Medical Supervision. Medical Supervision means a LMP's review and approval, at least annually, of the clinical assessment and the medical appropriateness of services and supports identified in the service plan for each client receiving services for one (1) or more continuous years.
- D. Contractor will comply with all privacy and security regulations under the Health Information Portability and Accountability Act (HIPAA).
- E. Contractor shall provide full assistance to County in order to credential the contracted Licensed Medical Provider so that County may bill and recover revenue from all legal resources for the services provided. Contractor shall provide County with copies of licenses, certificates of insurance and evidence of Continuing Medical Education (CME) credits, as applicable, prior to the provision of services.
- F. Contractor will give a minimum thirty (30) day advance notice to County of planned and/or anticipated absences. Contractor shall alert County as soon as possible in the event of unanticipated absence.
- G. Contractor shall maintain all requirements to perform Tele-psychiatric services which includes maintaining applicable insurance and licenses as a physician within the state of Oregon.



- H. Contractor shall maintain all requirements to perform services as a LMP according to OAR 309-019-0105(62) which includes maintaining license as a physician within the state of Oregon.
  - I. Contractor shall screen and assess clients for tobacco use, and offer tobacco cessation resources to individuals choosing to quit.
- 3. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:
- A. County shall provide EHR, training and technical support where Contractor will record data as described in the paragraph above.
- 4. Consideration.** County shall provide payments to Contractor once Contractor's invoice is approved. Payment for services charged to this Contract shall not exceed the maximum sum of **\$172,000** inclusive of travel and all other expenses.
- A. County will pay Contractor on a fee-for-service basis at \$155 per hour for services provided by a licensed Psychiatric Nurse Practitioner. Contractor shall provide services as requested by County not to exceed thirty (30) hours per week.
  - B. County will pay Contractor for Psychiatric Nurse Practitioner's time, \$115 per hour for new hire orientation and EHR training. Contractor shall confirm with County's Program Manager, by e-mail, the orientation time and hours of EHR training prior to invoicing County. The parties acknowledge and agree that on each January 1 during the term of this Agreement, the hourly rates set forth on Exhibit A shall be adjusted by increasing the applicable hourly rates charged during the calendar year immediately preceding the upcoming calendar year by 3.2%, to allow for cost of living adjustments and merit increases for the provider; provided that the applicable hourly rates shall be adjusted on the initial January 1 of the term of this Agreement only if Contractor has provided clinical services to County's patients for at least a one hundred eighty (180) day period.
  - C. For a multi-lingual clinician and/or for "specialty providers", an additional charge of \$10 per hour will be added to the rate.
  - D. If Justice and Mental Health Collaboration Program (JMHCP) disallows or requests repayment for any funds paid under this Contract due to Contractor's acts or omissions, Contractor shall make payment to County of the amount JMHCP disallows or requests repayment.
  - E. In the event that JMHCP determines that County or Contractor is responsible for the repayment of any funds owed to JMHCP by Contractor, Contractor agrees to make such payment within ten (10) days of notification by County or JMHCP of said determination by JMHCP.
  - F. Contractor shall invoice County on a monthly basis, no later than the 15th of the month following the month in which services were performed. County will only pay for completed work that is accepted by County. Invoice and supporting documentation must be sent to County Accounts Payable by mail, fax or e-mail as indicated in Article 18, "Notification".
  - G. Prior to approval or payment of any invoices, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption. Invoices may require such supporting documentation as signed time cards, travel receipts, or other reports.
  - H. Contractor shall not invoice and County will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
  - I. Should County discover Contractor is committing or has committed "fraud and abuse" as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Contractor under this Contract. If state or federal authorities demand the repayment of funds received under this Contract and Contractor has been found willfully committing "fraud and abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Contractor under this Contract and any fines or penalties charged to County as a result of Contractor's actions. In the event that the County determines that Contractor is responsible for the repayment of any funds paid to Contractor, in addition to any fines or penalties charged to the County due to Contractor willfully committing "fraud and abuse", Contractor agrees to make such payment (and upon request by County, authorize County withhold of funds otherwise due to Contractor) within ten (10) days of notification by County. If federal or state

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

- J. In the event that a statutorily required operating license, insurance, 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.

**5. The maximum compensation.** Contractor shall provide County with an invoice on a monthly basis which notes the quantity of hours worked each day. Invoices are to be submitted to Accounts Payable for review and reimbursement. The final invoice for this Contract term shall be submitted no later than July 15, 2023.

- A. The maximum compensation under this Contract is **\$172,000**.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
  - 1) County may be required to amend maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully executed before Contractor performs work subject to the amendment.
  - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or the Contractor's entire invoice for payment.

**6. Schedule of Performance or Delivery.**

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

**7. Renewal.** This Contract may be renewed, subject to funding and County approval.

**EXHIBIT B**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-716**  
**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

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

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

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

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



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

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

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

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

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



**C. Representation and Warranties.**

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

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

A handwritten signature in black ink, appearing to read "M. Nelson MD", is written on the line.

**EXHIBIT C**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-716**  
**WORKERS' COMPENSATION EXEMPTION CERTIFICATION**

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

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

☒ **NOT APPLICABLE**

- Contractor is providing Workers' Compensation certificate.

**SOLE PROPRIETOR**

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

**CORPORATION - FOR PROFIT**

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

**CORPORATION - NONPROFIT**

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

**PARTNERSHIP**

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

**LIMITED LIABILITY COMPANY**

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

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

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

**Signature:** 

**Email:** tom.milam@iristelehealth.com

**Title:** Chief Medical Officer

**Company:** Iris Telehealth

**Exhibit D**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-716**  
**CONFIDENTIALITY AGREEMENT**

**1. INTRODUCTION**

This Confidentiality (the "Agreement") is entered into as of **November 1, 2022** by and between Iris Telehealth Medical Group, PA ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("Covered Entity" or "County").

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

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

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

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

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

**2. DEFINITIONS**

- A. "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Contractor's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. "*Electronic Protected Health Information*" or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. *Health Care Component* means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.
- D. "*Protected Health Information*" or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- E. "*Secretary*" means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- F. "*Services*" means the LMP Services provided by Contractor and identified in the Personal Services Contract to which this Exhibit D is attached.



- G. "Use" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Contractor's organization.

3. **AGREEMENT.** Contractor shall:

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

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

- A. Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Contractor will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after Contractor discovers such HIPAA Breach, unless Contractor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Contractor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Contractor. No later than seven (7) business days following a HIPAA Breach, Contractor shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) Contractor, Contractor will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Contractor has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that Contractor may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Contractor will have a continuing duty to inform County of new information learned by Contractor regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Contractor believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Contractor shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Contractor will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Contractor shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

#### **5. OTHER PROVISIONS**

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

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

<u>To Covered Entity:</u>	<u>Copy to Privacy Officer</u>	<u>To Contractor:</u>
Janice Garceau, Director	Kayla Sells, Privacy Officer	Iris Telehealth Medical Group, PA
Deschutes County Health Services	Deschutes County Health Services	114 W. 7 <sup>th</sup> St.
2577 NE Courtney Dr.	2577 NE Courtney Dr.	Austin, TX 78701
Bend, Oregon 97701	Bend, Oregon 97701	<b>Attn: Jeremy Unger</b>
Fax No. 541-322-7565	Fax No. 541-322-7565	
Janice.garceau@deschutes.org	kayla.sells@deschutes.org	jeremy.unger@iristehealth.com

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:** 

**Email:** tom.milam@iristehealth.com

**Title:** Chief Medical Officer

**Company:** Iris Telehealth



**Exhibit E**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-716**  
**Compliance with provisions, requirements of funding source and**  
**FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

**Contractor shall comply with the following federal requirements herein when federal funding is being used and 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. Miscellaneous Federal Provisions.**

Recipient shall comply and require all subrecipients to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: ( 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, ( c) the Americans with Disabilities Act of 1990, as amended, ( d) Executive Order 11246, as amended, ( e) the Health Insurance Portability and Accountability Act of 1996, 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 laws requiring reporting of OHA 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 grant activities in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.**

If this Agreement, including amendments, is for more than \$ 10,000, then Recipient shall comply and require all subrecipients to comply with Executive Order 11246, entitled " Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations ( 41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.**

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subrecipients to 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. Recipient shall include and require all subrecipients to include in all contracts with subrecipients receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

**4. Energy Efficiency.**

Recipient shall comply and require all subrecipients to 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 Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to 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 Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient 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 subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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 Recipient under this Agreement 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 itself.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive- legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement 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 of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## **6. Resource Conservation and Recovery.**

Contractor shall comply and require all subcontractors to 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.**

- a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Contractor expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization- wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than \$750,000 in a federal fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in ARTICLE XIX, "Records Maintenance Access".



## **8. Debarment and Suspension.**

Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors 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. Pro-Children Act.**

Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 codified at 20 U.S.C. 6081 et. seq.).

## **10. Medicaid Services.**

Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 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. 1396a (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 Part 455 Subpart B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) 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).

## **11. Agency- based Voter Registration.**

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

## **12. Disclosure.**

- a. 42 CFR Part 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.
- c. 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.
- d. Contractor shall make the disclosures required by this Section to OHA. 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 information) from the provider, fiscal agent or managed care entity.

### **13. Federal Intellectual Property Rights Notice.**

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty- free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
  - 1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
  - 2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**Exhibit F**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-716**  
**Information required by 2 CFR § 200.331(a)(1)**

Federal Award Identification:

1. Federal Award Identification Number (FAIN): 2018-MO-BX-0029
2. Federal Award Date: 09/26/2018
3. Sub-award Period of Performance Start and End Date: From 03/01/2022 to 12/31/2022
4. Total Amount of Federal Funds Obligated by this Agreement: \$115,240
5. Total Amount of Federal Award committed to the Contractor by County: \$115,240.
6. Federal award project description: Deschutes County, OR FY18 JMHCP
7. Name of Federal awarding agency, pass- through entity, and contact information for awarding official of the pass-through entity:
  - a) Name of Federal awarding agency: US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
  - b) Name of pass- through entity: Deschutes County Oregon
  - c) Contact information for awarding official of the pass- through entity: Cheryl Smallman, 2577 NE Courtney Drive, Bend, OR 97701.
8. CFDA Number and Name: 16.745 – Criminal and Juvenile Justice and Mental Health Collaboration Program
9. Is Award Research and Development? No



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2022

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> Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, Ste 100 Austin TX 78759	<b>CONTACT NAME:</b> Sylvia Harrington <b>PHONE (A/C, No, Ext):</b> 512-637-4418 <b>FAX (A/C, No):</b> 512-452-0999 <b>E-MAIL ADDRESS:</b> SHarrington@watkinsinsurancegroup.com
<b>INSURED</b> Iris Telehealth Medical Group PA dba Iris Telehealth Medical Group dba Tarik Shaheen MD, Inc. dba Thomas Milam MD, Inc. 114 W. 7th St., Ste 900 Austin TX 78701	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Twin City Fire Insurance Company <b>INSURER B:</b> Hartford General (Rated by Multiple Companies) <b>INSURER C:</b> HSB Specialty Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 29459 914 14438

**COVERAGES****CERTIFICATE NUMBER:** 1055486607**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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			65SBMNY8131	3/19/2022	3/19/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			65SBMNY8131	3/19/2022	3/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			65SBMNY8131	3/19/2022	3/19/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	65WBCAB3S9K	3/19/2022	3/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Employment Practices Liability Cyber Liability			65SBMNY8131 6610267-01	3/19/2022 6/22/2021	3/19/2023 6/22/2022	Limit Limit 10,000 5,000,000

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

Deschutes County, the State of Oregon their officers, employees, volunteers and agents are additional insured on the general liability policy with waiver of subrogation where required by written contract. General liability is primary and non-contributory when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Deschutes County, the State of Oregon  
their officers, employees, volunteers and agents  
1128 NW Harriman Street  
Bend OR 97701

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

AUTHORIZED REPRESENTATIVE

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**QUICK REFERENCE**  
**BUSINESS LIABILITY COVERAGE FORM**  
**READ YOUR POLICY CAREFULLY**

<b>BUSINESS LIABILITY COVERAGE FORM</b>	<b>Beginning on Page</b>
<b>A. COVERAGES</b>	<b>1</b>
Business Liability	<b>1</b>
Medical Expenses	<b>2</b>
Coverage Extension - Supplementary Payments	<b>2</b>
<b>B. EXCLUSIONS</b>	<b>3</b>
<b>C. WHO IS AN INSURED</b>	<b>10</b>
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# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:


- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

# PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE

## Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage provided by the insurance policy below.


<b>1. NAME AND ADDRESS OF NAMED INSURED</b>			
Roberta L. Mowdy, NP Iris Telehealth Medical Group, PA 114 W 7th Street, Suite 900 Austin, TX 78701		The policy of insurance listed below has been issued to the named insured 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.	
<b>2. COMPANY</b>		<b>3. POLICY NUMBER</b>	<b>4. CERTIFICATE NUMBER</b>
Fair American Insurance and Reinsurance Company		GP - FCO06 - 033333906	600819
<b>5. POLICY PERIOD</b>			
From:	February 22, 2022 at 12:01 A.M. Standard Time	To:	February 22, 2023 at 12:01 A.M. Standard Time
Retro Date (Group):	N/A at 12:01 A.M. Standard Time	Retro Date (N.I.):	N/A at 12:01 A.M. Standard Time
<b>6. TYPE OF INSURANCE</b>		<b>7. COVERED SPECIALTY</b>	
Professional Liability		Nurse Practitioner (with RX privileges)	
<b>8. EFFECTIVE</b>	<b>LIMITS OF LIABILITY</b>	<b>COVERAGE</b>	<b>STATE/RATING AREA OTHER STATES</b>
Professional Liability per claim/Business Liability per claim/Aggregate			
02/22/2022	\$1,000,000 / \$1,000,000 / \$3,000,000	Occurrence	OR1
<b>9. NAME AND ADDRESS OF CERTIFICATE HOLDER</b>			
Deschutes County Health Services 2577 NE Courtney Drive Bend, OR 97701		Should the above described policy be canceled before the expiration date thereof, the company will endeavor to mail written notice to the certification holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.	
<b>10. NAME AND ADDRESS OF ADMINISTRATOR</b>		<b>11. AUTHORIZED OFFICER OF COMPANY</b>	
Professional Risk Management Services® 1401 Wilson Boulevard, Suite 700 Arlington, VA 22209 Telephone: (800) 245-3333 clientservices@prms.com February 01, 2022 Date		 President Fair American Insurance and Reinsurance Company	

# PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE

## Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage provided by the insurance policy below.

<b>1. NAME AND ADDRESS OF NAMED INSURED</b>			
Jeanette Kinman MSN, APRN, FNP-C, PMHNP-BC Iris Telehealth Medical Group, PA 114 W 7th Street, Suite 900 Austin, TX 78701		The policy of insurance listed below has been issued to the named insured 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.	
<b>2. COMPANY</b>		<b>3. POLICY NUMBER</b>	<b>4. CERTIFICATE NUMBER</b>
Fair American Insurance and Reinsurance Company		GP - FCO06 - 033333906	600819
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Professional Liability		Nurse Practitioner (with RX privileges)	
<b>8. EFFECTIVE</b>	<b>LIMITS OF LIABILITY</b>	<b>COVERAGE</b>	<b>STATE/RATING AREA OTHER STATES</b>
Professional Liability per claim/Business Liability per claim/Aggregate			
02/22/2022	\$1,000,000 / \$1,000,000 / \$3,000,000	Occurrence	OR1
<b>9. NAME AND ADDRESS OF CERTIFICATE HOLDER</b>			
Deschutes County Behavioral Health 2577 NE Courtney Rd. Bend, OR 97701		Should the above described policy be canceled before the expiration date thereof, the company will endeavor to mail written notice to the certification holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.	
<b>10. NAME AND ADDRESS OF ADMINISTRATOR</b>		<b>11. AUTHORIZED OFFICER OF COMPANY</b>	
Professional Risk Management Services® 1401 Wilson Boulevard, Suite 700 Arlington, VA 22209 Telephone: (800) 245-3333 clientservices@prms.com February 01, 2022 Date		 President Fair American Insurance and Reinsurance Company	