



REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2022-015**

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

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

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

CONTRACTOR DATA AND SIGNATURE

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

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

Signature: Patrick W. Lawler
Patrick W. Lawler (Feb 18, 2022 11:04 CST)
Email: pat.lawler@youthvillages.org
Title: CEO
Company: Youth Villages

DESCHUTES COUNTY SIGNATURE

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

DATED this ____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary

STANDARD TERMS AND CONDITIONS

WHEREAS, Provider is licensed by the State of Oregon for the care of individuals meeting eligibility requirements (eligibility determined and agreed upon by all Parties) and Provider meets the requirements of the State of Oregon law for staffing and services. Provider furnishes professional services to pediatric mental health clients and those enrolled in the Oregon Health Plan (OHP), including Emergency Department Diversion Services (“Diversion Services”).

WHEREAS, Deschutes County Health Services provides behavioral health services for Deschutes County residents. County desires to enter into this Contract with Provider in order to obligate Provider to provide Diversion Services to eligible individuals residing in Deschutes County, and Provider desires to provide Diversion Services to eligible individuals.

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

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

- 1. Time is of the Essence.** Parties agree that time is of the essence in the performance of this Contract.
- 2. Provider's Services.** Provider shall provide Diversion Services to individuals, including those enrolled in the Oregon Health Plan (OHP), who are residents in Deschutes County.

Exhibit A – STATEMENT OF WORK

Exhibit A-1 – CRISIS AND TRANSITION SERVICES (MHS 08) SERVICE DESCRIPTION

Exhibit B – COMPENSATION

Exhibit C – INSURANCE

Exhibit D – CONFIDENTIALITY AGREEMENT

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

Exhibit F – REQUIRED PROVIDER CONTRACT PROVISIONS

Exhibit G - CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING

Exhibit H - FEDERAL AWARD IDENTIFICATION

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by and through County's contracts with the State of Oregon, Oregon Health Authority (OHA), Health Systems Division, and Federal System of Care Expansion of Services for Children with Serious Emotional Disturbances grant. Statement of Work and Compensation is further described in Exhibit A and Exhibit B, attached hereto and incorporated by this reference.

- 3. Consideration.** It is understood and agreed that in the event funds are not awarded to County from OHA or PacificSource Community Solutions, Inc., or other funding sources as applicable, or if the amount of funds that County actually receives from funding sources is less than anticipated, that County may either terminate this Contract with a thirty (30) day written notice or decrease the total compensation and reimbursement to be paid hereunder.
 - A.** Payment for services charged to this Contract shall not exceed the maximum sum outlined in Exhibit B, inclusive of travel and all other expenses. Services, charged directly to the Oregon Health Plan (OHP) or other insurance providers is not calculated as part of the contract maximum compensation.
 - B.** Provider shall invoice in accordance with Exhibit B. County will only pay for completed work that is in accordance with this Contract and approved by County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 11, “Notices”.
 - C.** Prior to approval or payment of any invoices, County may require and Provider shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption.

- D. Provider shall not invoice and County will not pay, any amount in excess of the maximum compensation set forth in Exhibit B. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Provider performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
- E. Should it be discovered that Provider is committing or has committed "fraud and abuse" as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Provider under this Contract. If state or federal authorities demand the repayment of funds received under this Contract and Provider has been found willfully committing "fraud and abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Provider under this Contract and any fines or penalties charged to County as a result of Provider's actions. In the event that County determines that Provider is responsible for the repayment of any funds paid to Provider, in addition to any fines or penalties charged to the County due to Provider willfully committing "fraud and abuse", Provider agrees to make such payment (and upon request by the County, authorize County withhold of funds otherwise due to Provider) within ten (10) days of notification by County. If federal or state authorities demand the repayment of funds received under this Contract, County may recover all funds paid under this Contract, unless a smaller amount is disallowed or demanded from federal or state authorities.
- F. In the event that insurance, or a statutorily required operating license, or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder related to services rendered without the necessary license or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the license or letter of approval, whichever date is earlier.

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

5. Work Standard.

- A. Provider shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- B. For goods and services to be provided under this Contract, Provider agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all County programs, directives, and instructions relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or County's facilities, including employees of County and any other contractors or subcontractors and to protect the work and all other property against damage.

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

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

Contractor or Subrecipient Determination

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

Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.104

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

- C. Provider shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- F. Provider shall cooperate with County's in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- G. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- H. Provider and County shall enter into a Confidentiality Agreement, attached hereto, which shall become a part of this Contract as Exhibit D.
- I. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged 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. Provider shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179-495 to 179.507. 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA), implementing the foregoing laws, and any written policies made available to Provider by County or by the OHA. Provider shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. No Third Party Beneficiaries.

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

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

- A. Provider shall:

- 1) Make payments promptly, as due, to all persons supplying to Provider labor or materials for the prosecution of the work provided for in this Contract.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
 - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Contract and, unless Provider is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Provider under this Contract, except as a self-employed individual.
- B. If Provider fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Provider by reason of this Contract.
- C. Provider shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Provider, of all sums which Provider agrees to pay for such services, and all monies and sums which Provider collected or deducted from the wages of Provider's employees pursuant to any law, or contract for the purpose of providing or paying for such services.
- D. Provider shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. Persons employed under this Contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one (1) week, whichever is greater.
- E. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- F. Provider shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. Provider shall comply with Federal rules and statutes pertaining to the Substance Abuse and Mental Health Services Administration (SAMHSA) and Social Security (formerly Title XX) Community Health Services Block Grant(s); including the Public Health Services Act, especially sections 1914 (b)(1-5), 1915 (c)(12), 1916 (b)(2) and Public Law 97-35.
- H. The individual signing on behalf of Provider hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Provider, the individual has authority and knowledge regarding Provider's payment of taxes, and to the best of the individual's knowledge, Provider is not in violation of any Oregon tax laws.
- 20. Insurance.** All Parties shall provide insurance in accordance with Exhibit C attached hereto and incorporated by reference herein. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA and County. County shall not authorize contractors to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when the County is aware that Contractor is not in compliance with the insurance requirements.

- 21. Settlement of Disputes.** Differences between Provider and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- 22. Financial Audit.** If requested, Provider shall, at its sole expense, provide County with a copy of a Financial Review or Financial Audit conducted by a Certified Public Accountant within ninety (90) days following the termination of this Contract. This audit shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 23. Indemnity and Hold Harmless.**
- A. To the fullest extent authorized by law Provider shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Provider that may be the subject of protection under any state or federal intellectual property law or doctrine, or County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
 - B. Provider shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Provider shall defend the claim in the name of County or any department or agency thereof, nor purport to act as legal representative of County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for County, nor shall Provider settle any claim on behalf of County without the approval of the County's legal counsel.
 - C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall defend, save, hold harmless and indemnify Provider and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or their officers, employees, contractors, or agents under this Contract.
 - D. Parties 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 Provider 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.
- 24. Drugs and Alcohol.** Provider shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.
- 25. Criminal Background Investigations.** Provider understands that Provider's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Provider, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Provider, or at such later date as may be established by County.
- 26. Federal Law compliance.** Provider shall comply with the provisions of those laws referred to in Exhibit E, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.
- 27. Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 12 of this Contract.

- 28. Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 29. Entire Contract.** This Contract constitutes the entire Contract between the Parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.
- 30. Renewal.** This Contract may be renewed, subject to approval by all Parties and the availability of funding.
- 31. Waiver.**
- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
 - B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 32. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Provider that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
 - B. PROVIDER, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The Parties agree that the UN Convention on International Sales of Goods shall not apply.
- 33. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.
- 34. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties.
- A. All understandings and agreements between the Parties and representations by the Parties concerning this Contract are contained in this Contract.
 - B. No waiver, consent, modification or change in the terms of this Contract shall bind a Party unless in writing signed by all Parties.
 - C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 35. Identity Theft Protection.** Provider and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 36. Representations and Warranties.**
- A. **Provider's Representations and Warranties.** Provider represents and warrants to County that:
 - 1) Provider has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms;
 - 3) Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Provider will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Provider's industry, trade or profession;
 - 4) Provider shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Provider prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and

6) Provider's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

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

37. SB 675 (2015) Representation and Covenant.

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

B. Provider covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Tri-County Area, during the term of this Contract.

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

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

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

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
STATEMENT OF WORK

1. Crisis and Transition Services (CATS) Definitions:

- A. Background & Program Purpose. The CATS program is a team-based crisis stabilization service that offers an alternative to inpatient psychiatric treatment and psychiatric boarding. The CATS program provides assessment and intake into the program while the youth remains in the Emergency Department. Once youth are admitted into the CATS program, they are provided safety planning, lethal means counseling, resources, care coordination and case management, and linkage to ongoing behavioral health services. A CATS specialist will meet with the youth and family in their home for sessions to provide further crisis stabilization and safety planning support while the youth is enrolled in the program. The CATS program also provides crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations including in home assessment and intervention by a master's level clinician as needed.
- B. Target Population. The target population (eligibility criteria) includes any person under the age who is a current resident of Deschutes County and presenting in the Emergency Department center in mental health crisis – generally suicidal or aggressive thoughts or behaviors or behavioral problems affecting the safety of the child, family or others—and would otherwise be boarded or admitted to an inpatient psychiatric program. The youth and family or caregivers must have been evaluated and assessed as appropriate to return to their community with the support of CATS interdisciplinary team support/treatment. Youth who meet the program edibility criteria may be admitted regardless of insurance coverage.
- C. Availability: The CATS program will admit up to ten (10) youth/families into the program at a time. New referrals will be made by St. Charles Hospital staff, Monday-Friday between the hours of 8am and 5pm. When responding to a new referral, the CATS specialist will arrive at Bend or Redmond Hospital within one (1) hour following referrals made during business hours to meet with the youth and family for assessment. Following the assessment, youth who are eligible for the program will be admitted before they discharge from the Emergency Department. Families/youth enrolled in the CATS program will have access to crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations.
- D. Length of Services. Initial contact with the youth will be made within one (1) hour of the CATS specialist being called. Assessment and recommendations will commence immediately and continue until complete. Follow-up services for youth who enroll in the CATS program will be available for up to forty-five (45) days after initial contact.

2. Crisis and Transition Services (CATS) Scope of Work:

- A. Availability:
 - i. The CATS program will be available Monday – Friday, between the hours of 8am to 5pm, to provide assessments at the Emergency Department and intake eligible youth pending the program has capacity for new referrals.
 - ii. The program can serve up to ten (10) youth at any time. The CATS program will update Deschutes County MCAT regularly about current census and capacity for new referrals.
- B. Admission into the CATS program:
 - i. St. Charles staff will contact the CATS team when they assess a youth and determine through collaboration with Deschutes County MCAT that the youth would be appropriate for discharge with intensive CATS services in place.
 - ii. CATS Specialist will arrive at the hospital within one (1) hour of referral calls that are made Monday-Friday, between the hours of 8am and 5pm. Once on site, the specialist will communicate with the referral source at the hospital and then meet with the youth and family to complete an assessment to determine appropriateness for admission into the program.

- a. If the recommendation of the CATS specialist is in alignment with the hospital's recommendation to discharge and the family agrees to participate in the program, youth will admit into CATS. Upon program acceptance, safety plans will be completed, lethal means counseling provided, and youth will discharge from the hospital. CATS specialist will provide a verbal summary of recommendations prior to leaving the Emergency Department. A written summary shall be provided within twenty-four (24) hours.
- b. If CATS specialist does not agree that youth is appropriate for the program (ex: acuity too high or too low) or if the family is not aligned with engaging in the program, CATS specialist will communicate recommendations and/or barriers to Hospital staff. CATS specialist will leave a CATS recommendation summary form with hospital staff prior to leaving the Emergency Department. Youth will remain in the Emergency Department awaiting placement or disposition as recommended and facilitated by Hospital staff.

C. Treatment provided while enrolled in the CATS program:

- i. Youth Villages will provide services in alignment with CATS program requirements as outlined by the Oregon Health Authority.
- ii. A CATS Specialist will schedule a home visit within twenty four (24) to seventy-two (72) hours of the initial assessment/CATS intake. This will be scheduled based on family's availability. If there are barriers with the family meeting with the CATS specialist within the initial forty-eight (48) hours after the youth discharges from the Emergency Department, the CATS team will make contact with the family by phone to assess effectiveness of safety plans.
- iii. During the first home visit, CATS specialist will review the safety plan, ensure the safety sweep was completed, and review the CATS Handbook with family.
- iv. Frequency of home visits will be based on family need/request as well as youth's acuity. Home visits will occur no less than one (1) time per week while family is enrolled. Sessions will focus on crisis prevention skill development, psychoeducation, and ongoing safety planning.
- v. CATS Specialist will provide intensive care coordination to ensure that families are connected with aftercare services as soon as possible and that involved treatment providers are aware of the family's needs. If CATS specialist determines that a family would benefit from intensive in home services, CATS specialist will contact current providers involved with the youth and create plan for emergency admission to the Youth Villages' Intercept or Intensive In-Home Behavioral Health Treatment (IIBHT) program.
- vi. Median length of stay in CATS program will be thirty (30) days. The discharge timeline for each family will depend on the level of crisis support needed by the family and the ability to connect the family with an aftercare provider sufficient to meet their needs.
- vii. The CATS specialist will complete documentation for the intake assessments that occur at the ED within seventy-two (72) hours and will enter that documentation into the Youth Villages Electronic Health Record. The CATS specialist will subsequently document each contact made with the youth, family, and involved key players into the same system within seventy-two (72) hours.
- viii. The CATS program family partner will make contact with families in care no fewer than three (3) times either by phone or in person during the two (2) week CATS program window. Family partners will share their personal experience and lessons learned to encourage family's connection to services, including mental health providers and other needed resources. The family partner will document efforts of engaging families, facilitating connection to services and outcomes of visits in the electronic health record.

3. Protocols:

- A. Specific protocols (i.e. medical necessity, UM/UR) will be mutually agreed upon by the Provider and its funding partners prior to the commencement of Diversion Services. Provider and County will meet monthly, or as needed, to ensure programming is on track after implementation.

EXHIBIT A-1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
CRISIS AND TRANSITION SERVICES (MHS 08) SERVICE DESCRIPTION

a. Service Name: CRISIS AND TRANSITION SERVICES (CATS)

Service ID Code: MHS 08

(1) Service Description

Crisis and Transition Services (CATS) serves youth and their families during transitions from emergency departments to community-based treatment and support services. Developed to help address psychiatric boarding in the emergency department, CATS is an alternative for youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if Crisis and Transition services were in place. Emergency departments may be a family's first point-of-contact into the mental health system and the month immediately following discharge is a high-risk period for a youth to return to an emergency department in mental health crisis. The CATS program serves as a bridge during this critical period for approximately 45 calendar days or until the youth and family are effectively connected to longer-term supports. The CATS program provides rapid access to interim mental health therapy, psychiatry, care coordination, and family peer support and 24/7 crisis response to the home. The CATS program seeks to stabilize the immediate crisis and focuses on a youth's long-term recovery and connections to other services and supports. The CATS multidisciplinary team works with a youth and family to develop a plan of care that identifies and addresses underlying difficulties that contributed to the crisis; evaluates safety and addresses risks in the home; reinforces coping and de-escalation skills; and facilitates a warm hand-off to other supports and services in the community.

County shall require that CATS providers:

- (a) Approach services from a family-driven and youth-guided approach that reduces or eliminates barriers for the youth and family to participate in care;
- (b) Provide linguistically and culturally appropriate materials for the youth and their family, necessary for them to understand and to participate fully in the CATS program; and
- (c) Require equitable access to the program, particularly for youth and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, sexual orientation, gender identity, socioeconomic status, insurance status, citizenship status, or religion.

(2) Eligibility Criteria

- (a) Serves ages birth through 18 years of age, and their families (parents, guardians, caregivers) who present to a partnering emergency department or psychiatric crisis center.
*NOTE: CATS providers may accept referrals directly from the County Mobile Response team upon approval by OHA.
- (b) Youth is experiencing a mental health crisis or behavioral disturbance affecting the safety of the youth and family or others and is at risk for admission to an inpatient psychiatric program.
- (c) Youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if CAT was in place
- (d) CATS enrollment is not contingent on availability or type of insurance. All youth, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible.
- (e) Sites are expected to maximize funding to enhance an existing continuum of crisis and acute care, which includes billing Medicaid and/ or commercial carriers for all applicable billing codes for services provided while enrolled in services.
- (f) If a site is struggling with capacity and is unable to meet the needs of the referring hospital partner, Deschutes County Health Services will be notified as soon as possible by the provider and a plan of action and timeline for resolution will be completed.

(3) Intake Process

- (a) The partnering hospital or psychiatric crisis clinic will assess the youth and make a referral to the assigned CATS clinical provider, as outlined in the required MOU.

- (b) Within 1-3 hours of the referral, the CATS clinical team will make contact with the youth and their family in-person, at the partnering hospital or psychiatric crisis clinic location.
- (c) Prior to discharge from the emergency room or psychiatric crisis clinic the CATS clinical team will complete the following requirements to assess if the youth and their family are able to safely return home with CATS:
 - i. Mental Health Assessment
 - ii. Risk and Suicide Assessment
 - iii. Lethal Means Counseling
- (d) CATS clinical team member will develop a Crisis and Safety Plan in collaboration with the youth and their family prior to discharge from the emergency room.
- (e) CATS team is responsible for providing 24/7 crisis response to the youth and family for the duration of their enrollment in the CATS program.
- (f) CATS clinical team member will give a brief overview of the services offered by the CATS Team and introduce the role of the Family Support Specialist.
- (g) Each family will be given the CATS Guidebook for Families, or the equivalent¹ describing the anticipated experience in the CATS program and providing youth and their families with relevant and individualized psychosocial information.
- (h) CATS clinical team will schedule an in-person CATS Team Meeting, within 72 hours of the intake. Meeting location to be determined by the youth and their family. Meeting shall include youth and their family, CATS clinical provider, CATS Family Support Specialist, and/or any other natural support or multi-disciplinary team members as identified by the youth and their family.
- (i) The CATS clinical team will notify the assigned FSS, as soon as possible, with contact information for the family and date and time of the Team Meeting. The FSS will make initial contact with the family either in person at the emergency room or via phone to introduce their role (as outlined in the MOU).

(4) Service Requirements

- (a) Within 72 hours of the intake the CATS clinical team member and Family Support Specialist will facilitate a CATS Team Meeting with the youth and their family, and together review program services, assess the current needs of the family, both short term and long term, and clarify roles of team members;
- (b) Contacts with the youth and family should be as frequent as needed to alleviate the immediate crisis and provide connection to longer term resources and supports;
- (c) All contacts shall occur in locations preferred by the youth and their families;
- (d) The CATS Clinical team in partnership with the youth and their family shall coordinate a minimum of 2 contacts per week with at least one being in-person. Services include
 - i. Interim individual and/or family mental health therapy.
 - ii. Rapid access to psychiatry and medication management.
 - iii. Care Coordination.
 - iv. Family Support Services (Youth Peer Services are optional);
- (e) CATS clinical services may be provided up to 45 calendar days, as necessary, to provide the youth and their family with sufficient stabilization and connections with community-based resources; and
- (f) CATS Family Peer Support Services are offered as long as clinical services are being provided and may last up to 60 calendar days as necessary to provide the youth and family with increased skills to manage crises, and to establish sufficient supports in the community that the youth and family may access as needed.

(5) Close of Services

- (a) Factors contributing to the current crisis are identified and addressed by some combination of the following:
 - i. Youth is no longer having suicidal or aggressive behavior, ideation, or behavioral challenges that affect safety of the youth, family, or others;

¹ An equivalent resource means a guide or booklet (print or online) which includes all items listed in the Family Transition Inventory/Checklist, and which has been reviewed and approved by OHA and OHSU staff. OHA staff will contact County/Provider via email to notify County/Provider of approval.

- ii. Symptoms are managed via connection to commensurate supports, services, and skill- development opportunities;
 - iii. The youth and their family report increased safety and confidence in managing the current and future crises; and,
 - iv. The youth and their family report decreased frequency and intensity of crisis situations.
- (b) The CATS Team will establish a transition plan with the youth and their family, which:
- i. Addresses youth mental health concerns and symptoms;
 - ii. Outlines proactive strategies to support the youth and their family to reduce the frequency and intensity of crises that lead to emergency department visits; and,
 - iii. Documents access and connections to outpatient and community resources.
- (c) CATS clinical team will conduct an in-person, transition meeting with the youth and family to review the transition plan prior to ending CATS services. If unable to have a transition meeting with the family, documentation of the circumstances is required.
- (d) If the family continues to receive Family Support Services after ending services with the clinical team, the CATS Family Support Specialist will conduct an in-person transition meeting with the family prior to ending Family Support Services. If unable to have a transition meeting with the family, documentation of the circumstances is required.

(6) CATS Team-Based Requirements

- (a) CATS programs are team-based. County is required to provide both clinical services and family support services to CATS enrolled youth and their families. County shall require that subcontracted providers have dedicated CATS clinical staff and family support specialists.
- (b) Each CATS Team provides an array of recovery-oriented agency or community-based services and supports. County may subcontract with numerous providers in order to make sure that all services are available to the youth and their families. Establishing a clear communication plan and workflow between all providers is imperative and requires the contractor, clinical staff, family support staff and referring hospital or crisis clinic to work as a cohesive team.
- (c) County is responsible for the completion of all MHS 08 service requirements as outlined in this document, whether directly provided or provided under sub-contractual arrangement. County shall provide initial copies of the sub-contract to OHA. County shall submit a written action plan and timeline for resolution to OHA, as soon as possible, when there are known services that are not being met by the County or provider. Action Plans must be agreed upon by County and OHA and may result in funding adjustments and/or recouped or withheld funds.
- (d) The CATS team must include, at a minimum, a Mental Health Therapist (QMHP) and a Family Support Specialist (FSS). County must notify OHA immediately if either of these positions are vacant or unavailable to youth and their families enrolled in services.
- (e) County shall submit a Memorandum of Understanding (MOU) which includes the referring hospital or crisis clinic and subcontractors. MOU is required to be completed within 45 calendar days of execution of this Agreement. The MOU creates an ongoing partnership between the County, subcontractors, referring hospitals and crisis centers. The MOU shall include the following:
- i. Roles and responsibilities of each party;
 - ii. Comprehensive communication plan between all parties around coordinating intakes, team meetings, and care coordination efforts; and,
 - iii. Ongoing and frequent communication with the partnering hospital or crisis center.
- (f) County and subcontractors shall participate in a collaborative state-wide effort to establish shared programmatic standards, expectations for results, and key reporting requirements. County is responsible for requiring that a representative from the County and all subcontractors:
- i. Participate in scheduled All Staff CATS Learning Collaboratives; and,

- ii. Family Support Specialists are also required to participate in all scheduled Family Support Specialist Learning Collaborative.

(g) County shall submit an annual Budget Worksheet (provided by OHA), which is due August 15th of each calendar year.

(7) CATS Required Training

- (a) County is responsible for requiring that all staff receive the adequate training required to effectively deliver services as outlined in this Agreement. Providers shall require that, at a minimum, staff are trained in the following areas:
 - i. OHSU Redcap Data System Training;
 - ii. Suicide Prevention and Intervention;
 - iii. Lethal Means Counseling (i.e CALM Training);
 - iv. Trauma Informed Care; and
 - v. Ongoing training and refreshers required for skill maintenance.

(8) Special Reporting Requirements

Redcap Data System Reporting Requirements

- (a) CATS Clinical and Family Support Providers shall submit data on an ongoing basis, as specified by OHA, directly to the Oregon Health & Science University (OHSU) Redcap Data System.
- (b) CATS Providers are expected to input all required data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team.
- (c) Redcap Data Collection includes timely collection and submission of the following:
 - i. Individual's demographics and clinical history;
 - ii. Presenting information;
 - iii. Referral response time;
 - iv. Referral to and youth/family connections with family peer support;
 - v. Timeliness and frequency of initial and ongoing contacts;
 - vi. Service and intervention details;
 - vii. Diversions out of the emergency room/ crisis clinic;
 - viii. Re-presentations to the emergency department or admissions to a higher level of care;
 - ix. Transition plan details;
 - x. Barriers to recommended transition plan;
 - xi. Duration of CATS involvement;
 - xii. The Crisis Assessment Tool at intake;
 - xiii. The KIDSCREEN-10 at intake and closure; and
 - xiv. Other items deemed beneficial to the development of the Service.
- (d) Programs are required to inform and encourage CATS parents/guardians to participate in a two-month follow-up survey completed by phone or electronically. CATS participants will be contacted by OHSU outcomes study staff two months after CATS program completion. Data from follow-up interviews will be shared with County and program leadership, with the goal of improved services.
- (e) County is responsible for reviewing and approving the quarterly outcome reports generated by OHSU prior to submission to OHA by OHSU.

(9) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
COMPENSATION

1. Compensation

County agrees to compensate Provider as follows:

Deschutes County Health Services shall pay a not-to-exceed maximum compensation of up to **\$315,000**, inclusive of the "Performance Withhold" as outlined in Paragraph 2 below. County is aligning contracts from a fiscal year to a calendar year, impacting the previous contract's performance withholds. As such Deschutes County agrees to pay Youth Villages for twelve (12) months of performance withholds from January 2021 through Dec 31, 2022.

2. Performance Withhold

The Parties agree to withhold a portion of the compensation to incentivize performance on the below performance standards. The withhold will be equal to five percent (5%) of the compensation outlined herein, and reconciled after the end of the Contract Term; such reconciliation to occur no later than thirty (30) calendar days after Contract termination date.

3. Billing

Provider shall invoice County on a monthly basis for all services rendered in accordance with the terms of this Contract. County will only pay for completed work that is accepted by the applicable County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 11, "Notices".

4. Performance Measures

Performance measures under the Contract will be monitored and evaluated using the following performance measures/outcomes:

1. Three hour response times $\geq 80\%$
2. Home visits within 72 hours $\geq 90\%$
3. Completion of safety plans $\geq 90\%$

Re-presentations or admissions while in CATS $\leq 20\%$

5. Review of Performance Measure Data

Upon Contract termination Provider shall provide County with an analysis of each Performance Measure listed above. This analysis shall also contain the raw data supporting any conclusions or inferences drawn by Provider. The Parties shall meet on a scheduled agreed upon by Parties to discuss the Performance Measures and Providers results. The Parties shall produce a written summary after each meeting which specifically notes the Parties' agreement or disagreement that the Provider has or has not met the Performance Measures.

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
INSURANCE

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

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

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

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$4,000,000
<input checked="" type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

The amounts indicated above, and not less than \$1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 03, A&D 60, A&D 62, , A&D 63, A&D 64, A&D 65, A&D 66, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS14, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39.

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

Required Not required (one box must be checked)

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

Per Single Claimant and Incident	All Claimants Arising from Single Incident
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input checked="" type="checkbox"/> \$3,000,000	<input checked="" type="checkbox"/> \$4,000,000

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

The insurance coverage provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Provider shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Provider shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

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

Required Not required (one box must be checked)

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

Per Occurrence

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

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

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

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

Required Not required (one box must be checked)

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

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

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

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

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

Signature: 

Email: sarah.key@deschutes.org

Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

Exhibit D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

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

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

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

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

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

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

2. DEFINITIONS

- A. "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Provider's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. "*Electronic Protected Health Information*" or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. "*Protected Health Information*" or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Provider from or on behalf of County, or is created by Provider, or is made accessible to Provider by County.
- D. "*Secretary*" means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- E. "*Services*" means the Crisis and Transition Services (CATS) provided to individuals, regardless of insurance, who are residents in Deschutes County as outlined in the Personal Services Contract to which this Exhibit D is attached.
- F. "*Use*" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Provider's organization.

3. **AGREEMENT.** Provider shall:

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

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

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

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

5. OTHER PROVISIONS

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

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

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

Signature: Janice Garceau
Janice Garceau (Feb 15, 2022 06:24 PST)

Email: janice.garceau@deschutes.org

Title: Behavioral Health Director

Company: Deschutes County Health Services

Signature: Patrick W. Lawler
Patrick W. Lawler (Feb 18, 2022 13:04 CST)

Email: pat.lawler@youthvillages.org

Title: CEO

Company: Youth Villages

Exhibit E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
Compliance with provisions, requirements of funding source and
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

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

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

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

- 6. Resource Conservation and Recovery.** Provider shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Provider shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a contractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Drug-Free Workplace.** Provider shall comply with the following provisions to maintain a drug-free workplace: (i) Provider certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Provider's workplace or while providing Services to OHA clients. Provider's notice shall specify the actions that will be taken by Provider against its employees

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

- 10. Pro-Children Act.** Provider shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. Medicaid Services.** To the extent Provider provides any service in which costs are paid in whole or in part by Medicaid, Provider shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396 a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Provider shall acknowledge Provider's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a)(68).
- 12. ADA.** Provider shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
- 13. Agency-Based Voter Registration.** If applicable, Provider shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.

14. Disclosure.

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

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

- a. Order for Admissions:
 - (1) Pregnant women who inject drugs;
 - (2) Pregnant substance abusers;
 - (3) Other Individuals who inject drugs; and,
 - (4) All others.
- b. Women's or Parent's Services. If Provider provides A&D 61 and A&D 62 Services, Provider must:
 - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care.
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.
- c. Pregnant Women. If Provider provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Provider must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services, within 48 hours;

- (2) If Provider has insufficient capacity to provide treatment services to a pregnant woman, Provider must refer the women to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and,
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers. If Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days.
 - (3) If Provider receives a request for admission to treatment from an intravenous drug abuser, Provider must, unless it succeeds in referring the Individual to another provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to Provider is made; or
 - (b) 120 calendar days after the date of such request if no provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request.
 - (c) If Provider has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases. If Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from County; and
 - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Provider denies Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For the purposes of (2) above, "tuberculosis services" means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment services.
- f. OHA Referrals. If Provider provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Provider must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users

described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.

- g. Barriers to Treatment. Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Provider shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. Misrepresentation. Provider shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.
- i. Oregon Residency. Addiction Treatment, Recovery & Prevention, and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. Tobacco Use. If Provider has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Provider must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered on the grounds of such facilities.
- k. Client Authorization. Provider must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Provider must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

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

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

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

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

17. Community Mental Health Block Grant. All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 et. seq., and Provider shall comply with those restrictions.

18. Substance Abuse Prevention and Treatment. To the extent Provider provides any Service whose costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Provider shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Provider provides any substance abuse prevention or treatment services, Provider shall comply with the confidentiality requirements of 42 CFR Part 2. County may not use funds received under applicable agreement with Oregon Health Authority for inherently religious activities, as described in 45 CFR Part 87.

19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.

20. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

Exhibit F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit I of OHA #173133 Intergovernmental Agreement

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of services as described in Exhibit B of this Contract (“Services”), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of Services any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver Addiction Treatment, Recovery & Prevention and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services:
 - (1) Provide inpatient hospital services;
 - (2) Make cash payments to intended recipients of health services;
 - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this requirement, shall at Provider’s own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.
2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
 - b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or

applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different Accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain records for each individual who receives services under this Contract. The individual's record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

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

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

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>,

and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

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

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

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

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

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

- 4. Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
- a. Individual, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit H, Required Federal Terms and Conditions, Section 14, Disclosure.
- 5. Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
- a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - b. all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
 - c. all state laws requiring reporting of abuse of an Individual; and
 - d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G "Required Federal Terms and Conditions," to the certain January 1, 2022 to December 31, 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of January 1, 2022, which

Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as specified in Exhibit C of this Contract.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider contracts under this Contract.

Exhibit G
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING

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

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

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

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

Exhibit H
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.331(a))

If Deschutes County purchases a Service, or portion thereof, from a subcontractor, the contract or agreement must be in writing, identify for subcontractor the amount of federal funds included in the contract or agreement, and provide the CFDA number.

- (i) Recipient Name* (*must match DUNS registration*): Youth Villages, Inc.
- (ii) Recipient's DUNS number:
- (iii) Federal Award Identification Number (FAIN): H79SM082952
- (iv) Federal award date: June 22, 2020 (date of award to DAS by federal agency)
- (v) Grant period of performance start and end dates: Start: August 31, 2020
End: August 30, 2024
- (vi) Total amount of federal funds obligated by this Grant: \$4,000,000
- (vii) **Total amount of federal award committed to Contractor by County: \$35,000
- (viii) Federal award project description: Deschutes County Comprehensive System of Care Expansion of Services for Children with Serious Emotional Disturbances
- (ix) Federal awarding agency: Department of the Treasury
- (x) Name of pass-through entity: Substance Abuse and Mental Health Services Administration
- (xi) Contact information for awarding official of pass-through entity:

Anna Pham, Grants Specialist
Anna.pham@samhsa.hhs.gov
Number: 93.104
- (xii) CFDA number, name, and amount: Name: System of Care Expansion Sustainability Grants
Amount: \$4,000,000
- (xiii) Is award research and development? Yes
- (xiv) Indirect cost rate: Not allowed per U.S. Treasury guidance – No
- (xv) Is the 10% de minimis rate being used per §200.414? - Yes



Office of Justice Programs

Checklist to Determine Subrecipient or Contractor Classification

INSTRUCTIONS: *To help make the determination, please first review the Office of Justice Programs (OJP) [Subaward vs Procurement Contract Toolkit](#). Complete Sections 1 and 2 which describe the characteristics that may be present in subrecipient and contractor relationships. The section with the greatest number of marked characteristics indicates the likely type of relationship. **The substance of the relationship should be given greater consideration than the form of agreement between the prime recipient and the outside entity.** Section 3 should be used to provide a written justification for determining the proper relationship classification. Maintain a copy of this form in the subaward or procurement file.*

DEFINITIONS FROM UNIFORM GUIDANCE (2 CFR, PART 200):

§200.86 Recipient

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

§200.69 Non-Federal entity

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

§200.92 Subaward

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

§200.93 Subrecipient

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

§200.22 Contract

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

§200.23 Contractor

Contractor means an entity that receives a contract as defined in §200.22 Contract.

SECTION 1 - SUBRECIPIENT

Description: *A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship between the recipient and the subrecipient. Subrecipients may have one or more of the following characteristics:*

1. May determine who may be eligible to receive Federal assistance under the program guidelines. *For example: A subrecipient that identifies mentors and mentees under a mentoring program.*
2. Has its performance measured in relation to whether objectives of a Federal program were met. *The recipient will rely upon the subrecipient's data to submit its own performance data to OJP.*
3. Has responsibility for programmatic decision making. *For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.*
4. In accordance with its subaward agreement (which may be in the legal form of a contract), the subrecipient uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the recipient. *For example: To provide crime- or criminal-justice-related services (and, in the case of crime victims, compensation) to individual members of the public, such as victims of crime, or at-risk youth.*
5. The subrecipient will not earn a profit under the arrangement.
6. The subrecipient is required to contribute cash or in-kind match in support of the subaward.

SECTION 2 - CONTRACTOR

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

1. Provides goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the Federal program. *Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging*
5. The entity may earn a profit under the contract.

FINAL DETERMINATION:

SUBRECIPIENT

CONTRACTOR

SECTION 3 - Justification

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

The checklist and justification should be prepared by the person who signed the subaward or contract agreement and reviewed by the Point of Contact (POC) or Financial Point of Contact (FPOC).

Justification of Determination:

Agency is determined to be a contractor as that term is defined in Section 2 above.

Prepared By: ASR
Title: Program Manager

Date: 02/14/2022

Reviewed By: Arielle Samuel
Arielle Samuel (Feb 18, 2022 12:50 PST)
Title: Administrative Manager

Date: 02/18/2022